

**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA**

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**REGULAR MEETING  
AGENDA  
SEPTEMBER 11, 2014  
2:00 PM**

County Government Center  
Hall of Administration  
County Executive Office  
Atrium Conference Room – 4<sup>th</sup> Floor  
800 S. Victoria Avenue  
Ventura, California 93009

**Members of the Board:** Bill Bartels - Chair  
Paula Driscoll - Vice Chair  
Matt Carroll  
Tom Kasper  
David Keebler  
Heather Kurpiewski  
Christy Madden

Persons who require accommodation for any audio, visual or other disability in order to review an agenda, or to participate in a meeting of the Oversight Board per the American Disabilities Act (ADA), may obtain assistance by requesting such accommodation in writing addressed to the County Executive Office, 800 South Victoria Avenue, Loc. #1940, Ventura, CA 93009 or telephonically by calling (805) 477-1994. Any such request for accommodation should be made at least 48 hours prior to the scheduled meeting for which assistance is requested.

All agenda reports and supporting data, including those filed in accordance with Government Code Section 54957.5 (b) (1) and (2) are available from the County Executive Office, Ventura County Government Center, Hall of Administration, 4<sup>th</sup> Floor, 800 South Victoria Avenue, Ventura, California. The same materials will be available and attached with each associated agenda item, when received, at the following website: [www.countyofventura.org/ceo/divisions/communitydevelopment/RDA](http://www.countyofventura.org/ceo/divisions/communitydevelopment/RDA).

## REGULAR MEETING AGENDA

September 11, 2014

Welcome to the Meeting of the Oversight Board to the Successor Agency to the Former Redevelopment Agency of the County of Ventura.

The following information is provided to help you understand, follow, and participate in the Board meeting:

Pursuant to California Government Code Section 54953 (a) et al., time is set aside for citizen presentations regarding Oversight Board related matters. Those wishing to speak must fill out a speaker card and submit it to the Secretary. Speaker cards for issues not on the agenda must be submitted to the Secretary prior to the beginning of the public comment period. Agendized item, speaker cards must also be submitted before the item is taken up for consideration. The Secretary may not accept any additional speaker cards once an item commences.

Members of the public making oral presentations to the Board in connection with one or more agenda or non-agenda items at a single meeting are limited to a cumulative total of time not to exceed five (5) minutes for all of their oral presentations at such meeting unless otherwise provided. The entire public comment period is limited to no more than thirty (30) minutes total for all speakers.

Members of the public who desire to augment their comments with visual or audio presentations using County equipment must submit their materials to the County Executive Office and the Chair for review before use of County equipment will be allowed. The review will be conducted to determine only whether the materials are on matters within the jurisdiction of the Board, would be disruptive of the meeting, or would foster illegality, such as identity theft. If it is determined the materials are about matters not within the Board's jurisdiction, or would be disruptive of the meeting, or would foster illegality, use of County equipment will not be allowed.

### **OPENING**

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance to the Flag of the United States of America.
4. Public Comments – Citizen presentations regarding Board related matters NOT appearing on this agenda. (See guidelines, above.)
5. **Receive and File Without Objection or Amendment the Minutes for the June 12, 2014 Regular Meeting.**

Minutes for June 12, 2014, Regular Meeting are submitted for your receipt and review.

Staff Recommends: Receive and file as submitted.

6. **Review the Successor Agency Monthly Administrative Financial Status Reports and Take Action as Needed Thereon.**
7. **Receive and File the California State Controller's Exit Conference Letter and the Final Report for the County of Ventura Redevelopment Agency Asset Transfer Review.**
8. **Review General Services Agency's Progress on Deferred Maintenance Work on the Piru Town Square Facility and Take Action as Needed Thereon.**
9. **Receive and File the Department of Finance Determination Letter, Dated June 20, 2014, Regarding Resolution No. 14-10 Approving the Sale of the Bank Building to Rancho Temescal, LLC for \$73,000.**
10. **Receive and File the Rancho Temescal, LLC Check, the Grant Deed, the County of Ventura Auditor Controller's Property Tax Check, and the Asset Transfer Remittance Spreadsheet Documenting the Sale of the Bank Building and the Distribution of Net Proceeds to the Taxing Entities and Direct Successor Agency Staff to Take Action Related Thereto.**
11. **Receive and File Resolution No. 14-12, as Executed by the Board's Chair, Regarding the Conditional Transfer of the Piru Town Square Depot Project to the County of Ventura, and the Department of Finance's Determination Letter Approving Said Resolution.**
12. **Receive and File the County of Ventura Board of Supervisors' Minute Order, Dated June 24, 2014, Documenting the County of Ventura's Approval and Acceptance of the Transfers from the Successor Agency of the Piru Town Square Depot Improvements to the General Services Agency Parks Department and of the Piru Storm Drain to the Public Works Agency Transportation Department.**
13. **Receive and File the Executed Agreements Between the Successor Agency and the County of Ventura's Auditor-Controller's Office, County Executive Office and the General Services Agency, effective July 1, 2014 through June 30, 2015, and Receive and File the Department of Finance E-mail Notice, Dated June 16, 2014, Regarding Resolution No. 14-11 Approving the Authorization of the Successor Agency to Reenter into Four Agreements with the County of Ventura and the Delegation of Authority to the Successor Agency Secretary to Sign These Agreements.**
14. **Adopt Resolution 14-13 Ratifying Chair Bartel's Approval of an Amended Memorandum of Agreement with the County of Ventura's Office of County Counsel, as Executed by Successor Agency Staff, and Receive and File the Executed County Counsel Memorandum of Agreement.**

15. **Adoption of Resolution No. 14-14 Approving the Administrative Budget for the Successor Agency to the Former Redevelopment Agency of the County of Ventura for January 1, 2015 through June 30, 2015.**
16. **Adoption of Resolution No. 14-15 Approving the Recognized Obligation Payment Schedule (ROPS 14-15B) for January 1, 2015, through June 30, 2015, Setting Forth a Schedule of Payments for Obligations of the Successor Agency and Directing Transmission of the Approved ROPS 14-15B to the Ventura County Auditor-Controller, State Controller's Office, State Department of Finance, as well as Posting of the Approved ROPS 14-15B Schedule on the Successor Agency Internet Website.**
17. **Adoption of Resolution No. 14-16 Approving the Updated Conflict of Interest Code and Directing Successor Agency Staff to Transmit the Approved Updated Conflict of Interest Code to the Clerk of the Board of Supervisors and the State Department of Finance, and to Post the Updated Conflict of Interest Code on the Successor Agency's Internet Website.**
18. **Announcements and Future Agenda Items**
  - A. Announcements
    - Legislation and Litigation Updates
  - B. Future Agenda Items
    - Other Administrative Issues

Next Regular Oversight Board meeting is scheduled for October 9, 2014, at 2:00 p.m.

Adjournment

**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA**

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**OFFICIAL SUMMARY  
MINUTES**

**June 12, 2014**

**2:00 PM**

County Government Center  
Hall of Administration  
County Executive Office  
Atrium Conference Room, Room - 4<sup>th</sup> Floor  
800 S. Victoria Avenue  
Ventura, California 93009

**OPENING**

1. Call to Order.
2. Roll Call.

Quorum established.

**Members Present:** Bill Bartels, Paula Driscoll, Tom Kasper, Heather Kurpiewski,  
Matt Carroll  
**Members Absent:** Christy Madden, David Keebler  
**Staff Present:** Rosanna Bati, David Brown, Donna McKendry,  
Roberto Orellana, Gia Allen, Jaclyn Smith, Keith Filegar  
**Staff Absent:** None

Public Present: Tim Cohen of Temescal LLC

3. Pledge of Allegiance to the Flag of the United States of America.
4. Public Comments – Citizen presentations regarding Board related matters NOT appearing on this agenda. (See guidelines, above.)

**5. Receive and File Without Objection or Amendment the Minutes for May 8, 2014 Regular Meeting.**

*Motion to receive and file without objection or amendment the Minutes for May 8, 2014 Regular Meeting.*

*Without objection or modification, the Minutes were received and filed.*

**6. Review the Successor Agency Monthly Administrative Financial Status Report and Take Action as Needed Thereon.**

David Brown, County Executive Office Fiscal Department, reported the current Successor Agency financial status to the Oversight Board (OB) members. Mr. Brown provided an amended copy of the Financial Status Report (FSR). The amendment was due to notification from the Auditor-Controller's office stating they do not anticipate any expenditures this fiscal year. Therefore, the projected expenses of \$20,000 that is in ROPS 13-14B was removed from the FSR. This reduces the unfunded liability with a projected ending ~~negative~~ balance of \$6,000 for ROPS 14-15A. It is estimated that by December prior period liabilities should be paid off. In addition, the \$41,000 for deferred maintenance by GSA was removed from the expenditure portion and moved into the next ROPs under prior period liability.

*positive correction requested by SA Fiscal staff*

**7. Review the Pending California State Controller's Audit Scheduled to Begin on June 24, 2014 and Direct Staff to Make Any Needed Preparations Therefor.**

Successor Agency (SA) staff Donna McKendry reported that the State Controller's Office (SCO) would arrive and begin their audit on June 24, 2014, that SCO staff had asked for 28 items to be sent to them by June 16<sup>th</sup>, and that the CEO Fiscal Department was working with her to get the SCO the requested information in time to meet its deadline. Member Driscoll asked if the Department of Finance had some of these items and could provide them to the SCO. Ms. McKendry responded that SCO is conducting an independent audit and looking predominately at property transfers early in the dissolution process. The only thing that transferred during the time in question was the Piru skate park. At the time of transfer, it was a conceptual plan/CDBG contract. There was no real property involved and no RDA funds were expended. McKendry reported that the SCO auditors are expected to be onsite for about 2 weeks with 2 employees conducting the audit.

8. **Review General Services Agency's Progress on Deferred Maintenance Work on the Piru Town Square Facility and Take Action as Needed Thereon.**

There was no report on this item. Review on the progress of the deferred maintenance was addressed in connection with Agenda Item #10, below.

9. **Receive and File Department of Finance (DOF) Determination Letter, Dated May 14, 2014, Regarding Resolution No. 14-08 and Resolution No. 14-09 Approving the Transfer of the Piru Town Square Depot and the Piru Storm Drain to the County of Ventura for Governmental Use.**

*Motion to receive and file DOF Determination Letter*

*Moved by Matt Carroll seconded by Tom Kasper.*

*Vote: 5-0*

*Yes: Bill Bartels, Paula Driscoll, Tom Kasper, Heather Kurpiewski, Matt Carroll*

10. **Review the Transfer of the Piru Town Square Depot and Piru Storm Drain to the County of Ventura and Take Action as Needed Thereon.**

Donna McKendry stated that, at its May 8, 2014 meeting, the Board had adopted Resolutions No. 14-08 and No. 14-09, approving the transfer of the Piru Town Square Depot and the Storm Drain to the County of Ventura and that the DOF had approved both resolutions. She then reported that the County's transportation department was prepared to accept the Piru Storm Drain when the County's Board of Supervisors accepts the transfer, but that the County's GSA Park's Department had reported a stall in the deferred maintenance work at the Piru Town Square Depot due to the presences of birds onsite. GSA staff anticipate that the birds will vacate the nests in early September and that the repairs and painting can take place either in late September or early October. Ms. McKendry stated that, if the transfer of the property is made before the deferred maintenance is done, GSA may not be able charge the SA for the work because the SA may not be able to pay for maintenance of a facility it no longer owns. The Board discussed options and decided to transfer the property with the condition that the work be done after the birds vacate in September, but no later than December 2014, and to make the \$41,000 budgeted for this work an enforceable obligation for the SA.

*Motion to move forward with transfer of the Storm Drain and the Piru Town Square Depot with condition that the deferred maintenance of the Depot take place after the birds vacate the property in September, but before December 2014, with a not to exceed enforceable obligation of \$41,000.*

*Moved by Bill Bartels, seconded by Paula Driscoll.*

*Vote: 5-0*

*Yes: Bill Bartels, Paula Driscoll, Tom Kasper, Heather Kurpiewski, Matt Carroll*

**11. Adopt Resolution No. 14-10 Approving the Sale of the Piru Bank Building and Directing Successor Agency Staff to Facilitate the Sale, to Take Any Administrative Actions Needed Therefor, and to Notify the Department of Finance (DOF) of Approval of Said Actions.**

Donna McKendry related that the Oversight Board had previously directed staff to provide more information regarding the proposed sale of the bank building and to agendaize it for this meeting. In particular, the Board had requested a schedule of the reduction of unfunded liability for the SA over time. Staff provided an amended schedule of tax distribution to each taxing entity, a chart comparing net proceeds from each sales option, and noted that a "For Sale" sign had been placed in the window of the bank building on May 15, 2014.

Ms. McKendry then reported that, on May 19, Keith Filegar, from Real Estate Services Division (RES), had received an offer from Nok Paljusaj and Mariah Shirley of \$66,000 for the bank building, that, on May 27, 2014, Tim Cohen of Rancho Temescal, LLC, had made an offer for \$67,000, that on June 2, Mr. Paljusaj and Ms. Shirley made another offer for \$68,000, and that on June 11, 2014, Rancho Temescal, LLC made another offer of \$73,000. After Mr. Cohen's last counter, Mr. Filegar called Mr. Paljusaj, informing him of the that offer and Mr. Paljusaj stated he would not submit a counter offer but to notify him if the sale did not go through.

Staff reported that Mr. Cohen's \$73,000 offer did not require any escrow, avoiding title and escrow fees, and proposed a closing no later than June 30, 2014. Ms. McKendry pointed out there were five options to consider when there were two active bidders, but since there was only one active bid at this time, staff recommended adoption of Resolution No. 14-10, approving the sale to Rancho Temescal on the terms outlined, above. In addition, staff recommended that the Board discuss options for the use of net proceeds generated from the sale of the building.

Discussion:

The Board considered the facts, including that there were no costs associated with the recommended sale other than staff time and payment for Mr. Filegar's services which were already accounted for within the SA's budget. The Board therefore decided that that the taxing entities should receive 100% of the sale proceeds. Chair Bartels stated he would prefer a portion go toward paying off the current enforceable obligations of the SA, but Member Kurpiewski noted that the amended Financial Status Report (FSR) projected the SA's unfunded liability will be paid off as early as December 2014 in any event, and she therefore thought that the proceeds from the sale should be distributed to the taxing



entities. Member Driscoll agreed that the proceeds should be distributed to the taxing entities. In light of the FSR's forecast, Chair Bartels agreed that the proceeds should be distributed to the taxing entities.

There were no comments from the public other than by Tim Cohen of Rancho Temescal, LLC, who clarified that the transfer would be to the LLC, and not to him individually.

*Motion to have the net proceeds from the sale of the Bank Building be distributed to the taxing entities.*

*Moved by Paula Driscoll, seconded by Heather Kurpiewski,*

*Vote: 5-0*

*Yes: Bill Bartels, Paula Driscoll, Tom Kasper, Heather Kurpiewski, Matt Carroll*

*Motion to adopt Resolution No. 14-10, approving the sale of the Piru Bank Building to Rancho Temescal, LLC, for \$73,000 cash, setting a reserve base of \$73,000, acknowledging acceptance of the \$73,000 offer from Rancho Temescal, LLC, and establishing the net proceeds to be distributed to the taxing entities and direct staff to facilitate the sale and take action as needed thereon and notify the Department of Finance of said action.*

*Moved by Matt Carroll, seconded by Tom Kasper,*

*Vote: 5-0*

*Yes: Bill Bartels, Paula Driscoll, Tom Kasper, Heather Kurpiewski, Matt Carroll*

**12. Adopt Resolution No. 14-11 Authorizing the Successor Agency to Reenter into Four Agreements with the County of Ventura and Delegating Authority to the Successor Agency Secretary to Sign Agreements.**

Donna McKendry stated that, to assist in the RDA dissolution process, the Board had previously entered into separate agreements with County of Ventura's Auditor-Controller's office, County Counsel office, County Executive office, and General Services Agency (GSA); she reported that, on June 30, 2014, all four agreements will terminate unless extended.

Staff recommended adoption of Resolution No. 14-11, authorizing the SA to reenter into the four agreements, effective July 1, 2014 through June 30, 2015, and to delegate authority to the SA secretary to sign the new agreements.

Discussion:

In response to questions from Board members, SA Staff confirmed that, although the new GSA agreement contains language that terminates the agreement for general maintenance services upon transfer of the Town Square property, it also provides that, after the transfer, the \$41,000 for deferred maintenance will

continue as an enforceable obligation, as discussed in connection with Agenda Item #10, above.

Ms. McKendry advised members that the four agreements are virtually identical to last years' agreements except that the Auditor-Controller's contract amount is being reduced from \$20,000 to \$10,000, that a stipulation was added to the GSA agreement to terminate the contract when all property was transferred from the SA, and that each agreement's dates were changed to match the new fiscal year.

*Motion to adopt Resolution No. 14-11, authorizing the Successor Agency to reenter into four agreements with the County of Ventura and to delegate the authority to the Successor Agency Secretary to sign the agreements.*

*Moved by Bill Bartels, seconded by Tom Kasper,*

*Vote: 4-0-1*

*Yes: Bill Bartels, Paula Driscoll, Tom Kasper, Matt Carroll*

*Abstain: Heather Kurpiewski*

### **13. Announcements and Future Agenda Items**

#### **A. Announcements**

- Pending Legislation (deferred to subsequent meeting)

#### **B. Future Agenda Items**

- ROPS 14-15B - submission due on or before October 3, 2014.

Next Regular Oversight Board meeting is scheduled for July 10, 2014 at 2:00 p.m., dependent on what County's Board of Supervisors decides regarding the proposed transfers.

Adjournment: The Board adjourned at 2:44 p.m.

OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA

REGULAR MEETING  
September 11, 2014

**AGENDA ITEM #6:**

Review the Successor Agency Monthly Administrative Financial Status Reports (FSR) and Take Action as Needed Thereon.

Exhibit A – July 2014 FSR

Exhibit B – August 2014 FSR

SUCCESSOR AGENCY TO THE VENTURA COUNTY (PIRU) REDEVELOPMENT AGENCY  
 6900 ROF 9700  
 FINANCIAL STATUS REPORT  
 For the Period Ending July 31, 2014 - AP01

	Fiscal Year 2013-14				Fiscal Year 2014-15				Fiscal Year 2014-15 (PENDING APPROVAL)				ROPS 14-15 A & B 7/1/14 - 6/30/15	
	ROPS 13-14 7/1/13 - 12/31/13		ROPS 13-14 1/1/14 - 6/30/14		ROPS 13-14 A & B 7/1/13 - 6/30/14		ROPS 14-15A (Approved 03/28/14) 7/1/14 - 12/31/14		ROPS 14-15B (PENDING APPROVAL) 1/1/15 - 6/30/15		ROPS 14-15 A & B 7/1/14 - 6/30/15		ROPS 14-15 A & B 7/1/14 - 6/30/15	
	Approved ROPS	Actuals	Approved ROPS	Actuals	Approved ROPS	Actuals	Admin Line Item Limit	Period to Date Actual	Period End Projection	Budget	Admin Line Item Limit	Period to Date Actual	Period End Projection	Budget
<b>Revenue</b>														
RPTTF Distribution	424,090	208,720	487,671	240,092	769,017	448,812	220,875	220,875	220,875	297,925	0	297,925	683,379	518,800
Rental Income (Bank Bldg. sold 6/23/14)		0		1,120		1,120	0	0	0		0	0		0
Interest Earned		165		649		614	0	0	0		0	0		0
<b>Total Revenue</b>	<b>424,090</b>	<b>208,885</b>	<b>487,671</b>	<b>241,861</b>	<b>769,017</b>	<b>450,746</b>	<b>220,875</b>	<b>220,875</b>	<b>220,875</b>	<b>297,925</b>	<b>0</b>	<b>297,925</b>	<b>683,379</b>	<b>518,800</b>
<b>Expenditures</b>														
RPTTF - Admin	50,000	0	200,000	31	250,000	31	1,000	1,000	1,000	200,000	1,000	1,000	250,000	2,000
Purchase Order Processing														60,000
CEO Admin	11,652	0	45,000	56,652	56,652	56,652	15,000	15,000	15,000	45,000	45,000	45,000	60,000	60,000
CEO Admin (pending available budget)		0		9,223	9,223	9,223	0	0	0	0	0	0	10,000	10,000
Accounting/Auditing Services		17,112		22,494	39,606	39,606	34,000	34,000	34,000	50,000	50,000	50,000	84,000	84,000
Legal Counsel		0		0	0	0	0	0	0	0	0	0	25,000	25,000
Auditing Services		0		0	0	0	0	0	0	0	0	0	9,000	9,000
Meeting expenses		0		0	0	0	0	0	0	0	0	0	0	0
<b>Total RPTTF - Admin</b>	<b>50,000</b>	<b>28,764</b>	<b>200,000</b>	<b>76,748</b>	<b>250,000</b>	<b>105,512</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>250,000</b>	<b>250,000</b>
RPTTF - Non-Admin (Current Period)	37,500	21,749	37,500	37,531	75,000	59,280	40,000	40,000	40,000	0	0	0	40,000	0
GSA Maintenance Contract	3,600	2,720	3,600	3,060	7,200	5,760	3,600	3,600	3,600	0	0	0	3,600	0
Utilities - Electric	120	20	120	183	240	203	120	120	120	0	0	0	120	0
Utilities - Gas	2,100	2,049	2,100	1,925	4,200	3,974	2,100	2,100	2,100	0	0	0	2,100	0
Utilities - Water	360	295	360	400	720	695	360	360	360	0	0	0	360	0
Utilities - Sewer	9,535	9,535	9,535	68,235	77,770	77,770	8,142	8,142	8,142	65,989	65,989	65,989	74,131	74,131
Tax Allocation Bonds - 2002	15,412	15,412	33,012	33,012	48,424	48,424	15,049	15,049	15,049	31,936	31,936	31,936	46,985	46,985
Tax Allocation Bonds - 2008		0		0	0	0	0	0	0	0	0	0	0	0
CDBG Loan (Due 5/2015)	68,627	51,781	144,927	144,344	213,554	196,125	69,371	69,371	69,371	97,925	97,925	97,925	167,295	121,115
<b>Total RPTTF - Non-Admin (Current Period)</b>	<b>118,627</b>	<b>80,545</b>	<b>344,927</b>	<b>221,093</b>	<b>463,554</b>	<b>301,638</b>	<b>119,371</b>	<b>119,371</b>	<b>119,371</b>	<b>297,925</b>	<b>0</b>	<b>297,925</b>	<b>417,295</b>	<b>371,115</b>
<b>Net RPTTF Available (Current Period Transactions):</b>	<b>305,463</b>	<b>128,340</b>	<b>142,744</b>	<b>20,768</b>	<b>305,463</b>	<b>149,108</b>	<b>266,083</b>	<b>220,875</b>	<b>147,684</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>266,083</b>	<b>147,684</b>
Prior Period Unfunded Liability - RPTTF Non-Admin														
Prior Period Carryforward amount														
Add'l Needed Maint. - delayed to 10/2014														
<b>Total Prior Period Unfunded Liability</b>	<b>(305,463)</b>	<b>(195,206)</b>	<b>(142,744)</b>	<b>(66,865)</b>	<b>(305,463)</b>	<b>(195,206)</b>	<b>(225,083)</b>	<b>(45,097)</b>	<b>(46,097)</b>	<b>(225,083)</b>	<b>(45,097)</b>	<b>(46,097)</b>	<b>(225,083)</b>	<b>(46,097)</b>
<b>Net RPTTF: Current Year + Prior Period Unfunded Liability</b>	<b>0</b>	<b>(66,865)</b>	<b>0</b>	<b>(46,097)</b>	<b>0</b>	<b>(46,097)</b>	<b>(266,083)</b>	<b>(266,083)</b>	<b>(266,083)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(266,083)</b>	<b>(67,097)</b>

SUCCESSOR AGENCY TO THE VENTURA COUNTY (PIRU) REDEVELOPMENT AGENCY  
 6900 ROF 9700  
 FINANCIAL STATUS REPORT  
 For the Period Ending August 31, 2014 - AP02

	Fiscal Year 2013-14				Fiscal Year 2014-15				Year End Projection	
	ROPS 13-14A 7/1/13 - 12/31/13		ROPS 13-14B 1/1/14 - 6/30/14		ROPS 14-15A (Approved 03/28/14) 7/1/14 - 12/31/14		ROPS 14-15B (PENDING APPROVAL) 1/1/15 - 6/30/15			
	Approved ROPS	Actuals	Approved ROPS	Actuals	Approved ROPS	Period to Date Actual	Period End Projection	Budget		Period to Date Actual
<b>Revenue</b>										
RPTTF Distribution	424,090	208,720	487,671	240,092	385,454	220,875	220,875	297,925	0	297,925
Rental Income (Bank Bldg. sold 6/23/14)	0	0	0	1,120	0	0	0	0	0	0
Interest Earned	165	165	0	649	0	0	0	0	0	0
<b>Total Revenue</b>	<b>424,090</b>	<b>208,885</b>	<b>487,671</b>	<b>241,861</b>	<b>385,454</b>	<b>220,875</b>	<b>220,875</b>	<b>297,925</b>	<b>0</b>	<b>297,925</b>
<b>Expenditures</b>										
RPTTF - Admin	50,000	0	200,000	31	50,000	1,000	1,000	200,000	1,000	1,000
Purchase Order Processing	0	0	0	0	0	0	0	0	0	0
CEO Admin	11,652	11,652	0	45,000	15,000	1,250	15,000	0	45,000	45,000
CEO Admin (pending available budget)	0	0	0	9,223	0	0	0	0	0	0
Accounting/Auditing Services	0	0	0	0	0	0	0	0	0	0
Legal Counsel	17,112	17,112	0	22,484	34,000	287	34,000	0	10,000	10,000
Auditing Services	0	0	0	0	0	0	0	0	0	0
Meeting expenses	0	0	0	0	0	0	0	0	0	0
<b>Total RPTTF - Admin</b>	<b>50,000</b>	<b>28,764</b>	<b>200,000</b>	<b>76,748</b>	<b>50,000</b>	<b>1,536</b>	<b>50,000</b>	<b>200,000</b>	<b>0</b>	<b>200,000</b>
RPTTF - Non-Admin (Current Period)	37,500	21,749	37,500	37,531	40,000	0	0	0	0	0
GSA Maintenance Contract	3,600	2,720	3,600	3,060	3,600	0	0	0	0	0
Utilities - Electric	120	20	120	183	120	0	0	0	0	0
Utilities - Gas	2,100	2,049	2,100	1,925	2,100	0	0	0	0	0
Utilities - Water	9,535	295	9,535	400	8,142	0	0	0	0	0
Utilities - Sewer	15,412	15,412	33,012	33,012	15,048	0	15,048	65,989	0	65,989
Tax Allocation Bonds - 2002	0	0	0	0	0	0	0	0	0	0
Tax Allocation Bonds - 2008	0	0	0	0	0	0	0	31,936	0	31,936
CPRE Loan (Due 6/20/16)	0	0	0	0	0	0	0	0	0	0
<b>Total RPTTF - Non-Admin (Current Period)</b>	<b>68,627</b>	<b>51,781</b>	<b>144,927</b>	<b>144,344</b>	<b>69,371</b>	<b>0</b>	<b>23,191</b>	<b>97,925</b>	<b>0</b>	<b>97,925</b>
<b>Total Expenditures</b>	<b>118,627</b>	<b>80,545</b>	<b>344,927</b>	<b>221,093</b>	<b>119,371</b>	<b>1,536</b>	<b>73,191</b>	<b>297,925</b>	<b>0</b>	<b>297,925</b>
<b>Net RPTTF Available (Current Period Transactions):</b>	<b>305,463</b>	<b>128,340</b>	<b>142,744</b>	<b>20,768</b>	<b>266,083</b>	<b>219,339</b>	<b>147,694</b>	<b>0</b>	<b>0</b>	<b>147,694</b>
Prior Period Unfunded Liability - RPTTF Non-Admin	(305,463)	(195,206)	(142,744)	(66,865)	(225,083)	(46,097)	(46,097)	0	0	0
Prior Period Carryforward amount	0	0	0	0	0	0	0	0	0	0
Amt Needed Maint. related to 10/2014	0	0	0	0	0	0	0	0	0	0
<b>Total Prior Period Unfunded Liability</b>	<b>(305,463)</b>	<b>(195,206)</b>	<b>(142,744)</b>	<b>(66,865)</b>	<b>(225,083)</b>	<b>(46,097)</b>	<b>(46,097)</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Net RPTTF - Current Year + Prior Period Unfunded Liability</b>	<b>0</b>	<b>(66,865)</b>	<b>0</b>	<b>(46,097)</b>	<b>(58,989)</b>	<b>173,242</b>	<b>60,597</b>	<b>0</b>	<b>0</b>	<b>60,597</b>

**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA  
AGENDA REPORT**

---

**DATE:** September 11, 2014

**TO:** Oversight Board to Successor Agency

**FROM:** Donna McKendry, CEO Management Analyst

**SUBJECT:** Receive and File the State Controller's Exit Conference Letter and Final Report for the County of Ventura Redevelopment Agency Asset Transfer Review

**RECOMMENDATION:**

It is recommended that your Board:

Receive and file the State Controller Office's Exit Conference Letter (Exhibit A) and Final Report for the County of Ventura Redevelopment Agency Asset Transfer Review (Exhibit B).

**FISCAL IMPACT:**

No fiscal impact.

**DISCUSSION:**

At your June 12, 2014 Oversight Board (OB) meeting, Successor Agency staff reported that, pursuant to Health and Safety Code section 34167.5, the State Controller's Office (SCO) would be conducting an audit of transfers of assets of the former County of Ventura Redevelopment Agency to determine whether any unauthorized asset transfers occurred after January 1, 2011. On July 3, 2014, SCO completed its review and issued an Exit Conference Letter (Exhibit A) stating there were no applicable negative findings and no unauthorized asset transfers took place during the review period. The SCO subsequently issued a Final Report for the Ventura County Redevelopment Agency Asset Transfer Review, dated July 25, 2014 (Exhibit B), which states the SCO did not identify any unallowable transfers during the review period.

Exhibit A – State Controller's Exit Conference Letter

Exhibit B – State Controller's Final Report for the Ventura County Redevelopment Agency Asset Transfer Review

**OBJECTIVE:** The objective of the review was to determine the community's legislative body's and the dissolved redevelopment agency's compliance with Assembly Bill X1 26 (Chapter 5, Statutes of 2011, June 29, 2011) regarding the disposition of the former redevelopment agency's assets.

Health and Safety Code section 34167.5 states, in part:

Commencing on the effective date of the act adding this part, the Controller shall review the activities of redevelopment agencies in the state to determine whether an asset transfer has occurred after January 1, 2011, between the city or county, or city and county that created a redevelopment agency or any other public agency, and the redevelopment agency. If such an asset transfer did occur during that period and the government agency that received the assets is not contractually committed to a third party for the expenditure or encumbrance of those assets, to the extent not prohibited by state and federal law, the Controller shall order the available assets to be returned to the redevelopment agency or, on or after October 1, 2011, to the successor agency, if a successor agency is established pursuant to Part 1.85 (commencing with Section 34170). Upon receiving such an order from the Controller, an affected local agency shall, as soon as practicable, reverse the transfer and return the applicable assets to the redevelopment agency or, on or after October 1, 2011, to the successor agency, if a successor agency is established pursuant to Part 1.85 (commencing with Section 34170).

A further objective was to ascertain if the City, as successor to the dissolved redevelopment agency, made any unauthorized transfer of assets to the City or other public agency.

**SCOPE:** The scope of the redevelopment agency review generally covered the period January 1, 2011, through January 31, 2012. We reviewed plans, minutes, agreements, loans, and other documents, etc. outside this time period, when necessary, to help us ascertain the validity of any asset transfers or authorizations to transfer assets.

**FINDINGS:** Not applicable. Based on the procedures performed, concluded that the Ventura County Redevelopment Agency did not perform any unallowable asset transfers during the period of January 1, 2011 through January 31, 2012.

#### QUESTIONS/DISCUSSION

- Should any additional items come to our attention during the course of preparing the draft report, we will contact you by telephone and e-mail to inform you of the additional items.
- At this time it is our understanding that we will be issuing a draft review report. You will be given approximately 10 calendar days to respond to the report. It has been our policy to incorporate any response received, along with our evaluation of the response in the final report.
- We have given you a draft of a representation letter related to the asset transfer review. Please have it typed on your agency's letterhead and forwarded to the address indicated. The representation letter should be dated as of today.
- We ask that you sign this exit conference. As stated, signing does not indicate concurrence with any items. Signing merely acknowledges that the above items were discussed.

ACKNOWLEDGEMENT OF DISCUSSION

The findings and conclusions are based on the current legal position and interpretation of the State Controller's Office (SCO). The SCO understands that you may not agree with the findings and conclusions of this review. You will be given the opportunity to address your concerns during the draft and final reporting process.

If you wish to further discuss your review with management, please contact the SCO's Redevelopment Audit Manager, Scott Freesmeier at 916-730-2793, so that they can address your issue with the appropriate personnel. Please do not contact any other SCO personnel since they may not have direct knowledge of your review; otherwise, it could delay a timely resolution to your issues or concerns.

The above items were discussed and are understood. Signing does not indicate concurrence.

  
AGENCY REPRESENTATIVE

  
DATE



**J. Matthew Carroll**  
Assistant County Executive Officer

**Paul Dorse**  
Assistant County Executive Officer/  
Chief Financial Officer

**Catherine Rodriguez**  
Assistant County Executive Officer/  
Labor Relations & Strategic Development

**Kelly Shirk**  
Director Human Resources

July 3, 2014

Ms. Elizabeth Gonzalez, Chief  
Local Government Compliance Audit Bureau  
Division of Audits  
State Controller's Office  
P.O. Box 942850  
Sacramento, CA 94258-5874

Dear Ms. Gonzalez:

In connection with the State Controller's Office review of the County of Ventura Redevelopment Agency assets for the dates of January 1, 2011, through January 31, 2012, for the purposes of determining the redevelopment agency's compliance with the California *Health and Safety Code* and applicable rules and regulations, we affirm to the best of our knowledge and belief the following representations made to State Controller's Office review staff during the course of the review.

1. We have made available to State Controller's Office review staff all worksheets, reports, files, and supporting documents related to the transactions of redevelopment assets.
2. There have been no irregularities involving management or employees who have significant roles in the redevelopment asset transactions and activities.
3. All redevelopment assets have been properly recorded, disclosed, and made available to State Controller's Office review staff.
4. There have been no violations of laws, rules, or regulations having an effect on the redevelopment agency's assets transactions and activities.
5. There are no material transactions that have not been properly recorded that would have an effect on the accuracy of the State Controller's redevelopment agency asset review.
6. We do not have any knowledge of any undisclosed or unrecorded assets belonging to the redevelopment agency.
7. No events have occurred subsequent to January 31, 2012, that would require adjustment to the redevelopment agency assets.



Donna McKendry, Successor Agency Secretary  
County of Ventura

# VENTURA COUNTY REDEVELOPMENT AGENCY

## ASSET TRANSFER REVIEW

### Review Report

*January 1, 2011, through January 31, 2012*



**JOHN CHIANG**  
California State Controller

July 2014



**JOHN CHIANG**  
California State Controller

July 25, 2014

Donna McKendry, Management Analyst  
County of Ventura  
800 South Victoria Avenue L#1940  
Ventura, CA 93009

Dear Ms. McKendry:

Pursuant to Health and Safety Code section 34167.5, the State Controller's Office (SCO) reviewed all asset transfers made by the Ventura County Redevelopment Agency (RDA) to the County of Ventura (County) or any other public agency after January 1, 2011. This statutory provision states, "The Legislature hereby finds that a transfer of assets by a redevelopment agency during the period covered in this section is deemed not to be in furtherance of the Community Redevelopment Law and is thereby unauthorized." Therefore, our review included an assessment of whether each asset transfer was allowable and whether the asset should be turned over to the Successor Agency.

Our review applied to all assets including but not limited to, real and personal property, cash funds, accounts receivable, deeds of trust and mortgages, contract rights, and rights to payment of any kind. We also reviewed and determined whether any unallowable transfers of assets to the County or any other public agency have been reversed.

Our review found that the RDA transferred \$3,456,118 in assets to the Successor Agency after January 1, 2011. We did not identify any unallowable transfers that occurred during the review period between the RDA, the County, and/or any other public agency.

If you have any questions, please contact Elizabeth González, Bureau Chief, Local Government Compliance Bureau, by telephone at (916) 324-0622.

Sincerely,

*Original signed by*

JEFFREY V. BROWNFIELD, CPA  
Chief, Division of Audits

JVB/mh

Donna McKendry, Management Analyst -2-

July 25, 2014

cc: Rosanna Bati, Fiscal Manager  
County of Ventura  
David Brown, Accounting Officer  
County of Ventura  
Jeffery S. Burgh, Assistant Auditor-Controller  
County of Ventura  
Bill Bartels, Chairman  
Oversight Board  
David Botelho, Program Budget Manager  
California Department of Finance  
Richard J. Chivaro, Chief Legal Counsel  
State Controller's Office  
Elizabeth González, Bureau Chief  
Division of Audits, State Controller's Office  
Scott Freesmeier, Audit Manager  
Division of Audits, State Controller's Office  
Ernesto Pangilinan, Auditor-in-Charge  
Division of Audits, State Controller's Office

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## Review Report

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# Asset Transfer Review Report

## Summary

The State Controller's Office (SCO) reviewed the asset transfers made by the Ventura County Redevelopment Agency (RDA) after January 1, 2011. Our review included, but was not limited to, real and personal property, cash funds, accounts receivable, deeds of trust and mortgages, contract rights, and rights to payments of any kind from any source.

Our review found that the RDA transferred \$3,456,118 in assets to the Successor Agency after January 1, 2011. We did not identify any unallowable transfers that occurred during the review period between the RDA, the County of Ventura, and/or any other public agency.

## Background

In January of 2011, the Governor of the State of California proposed statewide elimination of redevelopment agencies (RDAs) beginning with the fiscal year (FY) 2011-12 State budget. The Governor's proposal was incorporated into Assembly Bill 26 (ABX1 26, Chapter 5, Statutes of 2011, First Extraordinary Session), which was passed by the Legislature, and signed into law by the Governor on June 28, 2011.

ABX1 26 prohibited RDAs from engaging in new business, established mechanisms and timelines for dissolution of the RDAs, and created RDA successor agencies and oversight boards to oversee dissolution of the RDAs and redistribution of RDA assets.

A California Supreme Court decision on December 28, 2011 (*California Redevelopment Association et al. v. Matosantos*), upheld ABX1 26 and the Legislature's constitutional authority to dissolve the RDAs.

ABX1 26 was codified in the Health and Safety (H&S) Code beginning with section 34161.

H&S Code section 34167.5 states in part, ". . . the Controller shall review the activities of redevelopment agencies in the state to determine whether an asset transfer has occurred after January 1, 2011, between the city or county, or city and county that created a redevelopment agency or any other public agency, and the redevelopment agency."

The SCO identified asset transfers that occurred after January 1, 2011, between the RDA, the County and/or any other public agency. By law, the SCO is required to order that such assets, except those that already had been committed to a third party prior to June 28, 2011, the effective date of ABX1 26, be turned over to the Successor Agency. In addition, the SCO may file a legal action to ensure compliance with this order.

## Objective, Scope, and Methodology

Our review objective was to determine whether asset transfers that occurred after January 1, 2011, and the date upon which the RDA ceased to operate, or January 31, 2012, whichever was earlier, between the city or county, or city and county that created an RDA, or any other public agency, and the RDA, were appropriate.

We performed the following procedures:

- Interviewed Successor Agency personnel to gain an understanding of the Successor Agency's operations and procedures.
- Reviewed meeting minutes, resolutions, and ordinances of the County, the RDA, the Successor Agency, and the Oversight Board.
- Reviewed accounting records relating to the recording of assets.
- Verified the accuracy of the Asset Transfer Assessment Form. This form was sent to all former RDAs to provide a list of all assets transferred between January 1, 2011, and January 31, 2012.
- Reviewed applicable financial reports to verify assets (capital, cash, property, etc.).

## Conclusion

Our review found that the Ventura County Redevelopment Agency (RDA) transferred \$3,456,118 in assets to the Successor Agency after January 1, 2011. We did not identify any unallowable transfers that occurred during the review period between the RDA, the County of Ventura, and/or any other public agency.

## Views of Responsible Officials

At an exit conference on July 3, 2014, we discussed the review results with Donna McKendry, Management Analyst; Rosanna Bati, Fiscal Manager; and David Brown, Accounting Officer; they agreed with the review results. Ms. McKendry further agreed that a draft review report was not necessary and that the report could be issued as final.

## Restricted Use

This report is solely for the information and use of the County of Ventura, the Successor Agency, the Oversight Board, and the SCO; it is not intended to be and should not be used by anyone other than these specified parties. This restriction is not intended to limit distribution of this report, which is a matter of public record when issued final.

*Original signed by*

JEFFREY V. BROWNFIELD, CPA  
Chief, Division of Audits

July 25, 2014

**State Controller's Office  
Division of Audits  
Post Office Box 942850  
Sacramento, CA 94250-5874**

**<http://www.sco.ca.gov>**



OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA

REGULAR MEETING  
September 11, 2014

**AGENDA ITEM #8:**

Review General Services Agency's (GSA) Progress on Deferred Maintenance Work on the Piru Town Square Facility and Take Action as Needed Thereon.

**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA  
AGENDA REPORT**

---

**DATE:** September 11, 2014

**TO:** Oversight Board to Successor Agency

**FROM:** Donna McKendry, CEO Management Analyst

**SUBJECT:** Receive and File the Department of Finance (DOF) Determination Letter, Dated June 20, 2014, Regarding Resolution No. 14-10 Approving the Sale of the Bank Building to Rancho Temescal, LLC for \$73,000.

**RECOMMENDATION:**

It is recommended that your Board:

Receive and file the DOF Determination Letter (Exhibit A), dated June 20, 2014, regarding Resolution No. 14-10 (Exhibit B) approving the sale of the Bank Building to Rancho Temescal, LLC for \$73,000.

**FISCAL IMPACT:**

No fiscal impact.

**DISCUSSION:**

At your June 12, 2014 Oversight Board (OB) meeting, the OB adopted Resolution No. 14-10 (Exhibit B) approving the sale of the Piru Bank Building to Rancho Temescal, LLC, for \$73,000. On June 20, 2014, Successor Agency staff received the DOF's Determination Letter (Exhibit A) regarding Resolution No. 14-10, approving the Successor Agency's sale of the Bank Building to Rancho Temescal, LLC.

Exhibit A – DOF Letter dated June 20, 2014

Exhibit B – Resolution No. 14-10



DEPARTMENT OF  
**FINANCE**

EDMUND G. BROWN JR. ■ GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

June 20, 2014

Ms. Donna McKendry, Management Analyst  
County of Ventura  
800 S. Victoria Avenue, L#1940  
Ventura, CA 93009

Dear Ms. McKendry:

Subject: Approval of Oversight Board Action

The County of Ventura Successor Agency (Agency) notified the California Department of Finance (Finance) of its June 12, 2014 Oversight Board (OB) resolution on June 13, 2014. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution 14-10, approving the sale of the Piru Bank Building located at 3940 Center Street for \$73,000 to Rancho Temescal, LLC, is approved.

Pursuant to HSC section 34191.5, the Agency's Long-Range Property Management Plan (LRPMP) was approved by Finance on March 10, 2014. The disposition of the subject property is consistent with the approved LRPMP.

Please direct inquiries to Beliz Chappuie, Supervisor, or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,

JUSTYN HOWARD

Assistant Program Budget Manager

cc: Ms. Mary Ann Guariento, Accounting Officer, Ventura County  
Ms. Sandra Bickford, Chief Deputy, Ventura County Auditor-Controller  
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State  
Controller's Office  
California State Controller's Office

**RESOLUTION NO. 14-10**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, APPROVING THE SALE OF THE PIRU BANK BUILDING AND DIRECTING SUCCESSOR  
AGENCY STAFF TO FACILITATE THE SALE, TAKE ACTION AS NEEDED THEREON AND NOTIFY THE  
DEPARTMENT OF FINANCE OF SAID ACTION**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura was designated the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency was required to prepare a Long Range Property Management Plan (LRPMP) that addresses the disposition and use of the real properties of the former redevelopment agency and to submit the LRPMP to the Oversight Board and the Department of Finance for approval; and

WHEREAS, the Oversight Board approved a LRPMP that complied with Section 34191.5(b) and Successor Agency staff submitted said plan and resolution to the Department of Finance (DOF); and

WHEREAS, acting upon a recommendation received from the DOF after its initial review of said original LRPMP, the Oversight Board approved an Amended LRPMP that also complies with Section 34191.5(b); and

WHEREAS, the DOF issued a Determination Letter dated March 10, 2014 (Exhibit A-1) approving the Amended LRPMP; and

WHEREAS, pursuant to Health and Safety Code Section 34191.3, once the DOF approved the Amended LRPMP, the Amended LRPMP governs and supersedes all other provisions relating to the disposition and use of the real property assets of the former redevelopment agency; and

WHEREAS, the approved amended LRPMP (Exhibit A-2) identified that the Piru Bank Building will be disposed of by selling the property for the highest and best offer in order to maximize return on the investment and minimize costs; and

WHEREAS, on April 17, 2014, acting on direction by the Oversight Board, Successor Agency staff authorized the County of Ventura Real Estate Services Division (RES), Public Works Agency, to obtain an Appraisal Investigation Advisory Report for the Bank Building from the Ventura Appraisal Consulting Corporation for a fee not to exceed \$850 (Exhibit A-3); and

WHEREAS, on April 23, 2014, RES provided an Appraisal Investigation Advisory Report (Exhibit A-4) for the Bank Building from the Ventura Appraisal Consulting Corporation, which estimated that the Bank Building has a current fair market value of somewhere between \$66,000 and \$78,000; and

WHEREAS, on March 10, 2014, the DOF posted on their website a response to a frequently asked question stating that it is permissible for property to be sold through an auction-type process (Exhibit A-5, Question 8); and

WHEREAS, the DOF stated that, if the auction-type process is selected, the process can be structured in various ways; however, to comply with legislative intent that property dispositions be conducted in a transparent manner that seeks to maximize value and minimize costs, it is suggested that successor agencies that choose to employ the auction process include as part of the process oversight board approval of (1) the auction services agreements and/or auction commission agreements and (2) a minimum reserve price for each property that is to be auctioned so that the reserve price is based on the valuation estimate contained in the LRPMP, as updated based on market and other conditions that are specified in the accompanying oversight board's approval of said action; and

WHEREAS, on May 15, 2014, as directed by your Board, RES reposted the "For Sale" sign in the window of the Bank Building; and

WHEREAS, on Monday, May 19, 2014, RES received an offer from Mr. Paljusaj and Ms. Shirley of \$66,000 (all cash) to purchase for the Bank Building, with the buyers stating a willing to pay one half of the costs of escrow, recording and transfer fees, to close escrow by July 15, 2014 (Exhibit A-6); and

WHEREAS, on May 27, 2014, RES received a letter from Tim Cohen of Rancho Temescal, LLC, offering on its behalf to purchase the bank building for \$67,000, and expressing a willingness to close escrow no later than June 30, 2014 (Exhibit A-7); and

WHEREAS, on June 2, 2014, Mr. Paljusaj and Ms. Shirley faxed RES a revision to their letter dated May 23, 2014, making a counteroffer of \$68,000 (cash), stipulating that they would pay all escrow and title fees, and stating that they would be able to close by July 15, 2014 (Exhibit A-8); and

WHEREAS, on June 11, 2014, Tim Cohen of Rancho Temescal, LLC, emailed an amended offer to RES, making a counter offer of \$73,000, with no title or escrow and to close the sale no later than June 30, 2014 (Exhibit A - 9); and

WHEREAS, there are several options for this Oversight Board to select in order to sell the Piru Bank Building, namely:

1. Sell the property by starting a new listing through a commercial real estate broker; or
2. Sell the property by starting a new listing through RES; or
3. Place the property up for auction through a commercial real estate auctioneer; or
4. Place the property up for auction through RES; or
5. Sell the property through a closed bid process through RES as outlined above, with or without a \$5,000 minimum counter-offer requirement.

WHEREAS, as part of the last alternative, RES can facilitate the sale of the building through a bid process that may include the following, as directed by your Board:

1. Allow closed bids to be submitted before 9:00 a.m. on June 30, 2014; and
2. Specify that all bids must be without any escrow or title costs to be paid by the Successor Agency. (This could be done, for example, by requiring bidders to agree to exchange a cashier's check for a grant deed to the property, without requiring title insurance or a formal escrow, which deed could be simultaneously recorded at the office of the County Recorder.); and
3. After all bids are opened, immediately selling the bank building property to the highest bidder meeting the terms stated above.

WHEREAS, pursuant to Health and Safety Code section 34191.5(c)(2)(B), the net proceeds from the sale shall be used to fulfill enforceable obligations or distributed to the taxing entities; and

WHEREAS, the Oversight Board must identify the use of the net sales proceeds generated from the property between the following two options:

1. Net proceeds shall be used to fulfill an enforceable obligation; or
2. Net proceeds shall be distributed to the taxing entities.

NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. The Oversight Board approves and sets the reserve base (or minimum) sale's price for the Bank Building property at \$ 73,000.
3. The Oversight Board directs that the sale of the Bank Building property be accomplishing by selling the property by the following means: Acceptance of \$73,000 offer from Rancho Temescal, LLC.
4. The Oversight Board directs the Successor Agency staff to return to it for approval of any agreement for the sale or auction of the property at a regularly-or-specially scheduled Oversight Board meeting or N/A
- \* 5. The Oversight Board directs that the net revenue generated from the sale of the Bank Building be Net proceeds shall be distributed to the taxing entities (#2).
6. The Oversight Board hereby adopts this Resolution 14-10, approving the sale of the Piru Bank Building property by the means set forth, above, with the proceeds distributed as set forth in item 5, above.
7. The Oversight Board directs Successor Agency staff to facilitate the sale of the Bank Building, to take any administrative actions needed to facilitate the sale of the Bank Building, and to notify the DOF of the actions approved by the Oversight Board by transmission to the DOF of this Resolution

and any future Resolutions of the Oversight Board adopted to implement this Resolution, including Oversight Board approval of any agreements related to the sale or auction of the property.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Matt Carroll, seconded by Member Tom Kasper this 12<sup>th</sup> day of June 2014.

By: 

Chair  
Oversight Board

ATTEST:

By: 

Successor Agency Secretary

\* The Oversight Board decided to vote on Item #5 separately.  
Paula Driscoll moved to have the net proceeds from the sale of the bank building to be distributed to the taxing entities  
Heather Kurpiewski seconded the motion.

VOTE: 5-0 (2 ABSENT)

YES: Bill Bartels, Paula Driscoll, Tom Kasper, Matt Carroll  
and Heather Kurpiewski



EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

March 10, 2014

Ms. Donna McKendry, Management Analyst  
County of Ventura  
800 S. Victoria Avenue, L#1940  
Ventura, CA 93009

Dear Ms. McKendry:

Subject: Long-Range Property Management Plan

Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the County of Ventura (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on August 9, 2013. The Agency subsequently submitted a revised LRPMP to Finance on February 14, 2014. Finance has completed its review of the LRPMP, which may have included obtaining clarification for various items.


The Agency received a Finding of Completion on April 26, 2013. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP.

In accordance with HSC section 34191.4, upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3 the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.

Agency actions taken pursuant to a Finance approved LRPMP are subject to oversight board (OB) approval per HSC section 34181 (f). Any subsequent OB actions addressing the Agency's implementation of the approved LRPMP should be submitted to Finance for approval.

Please direct inquiries to Beliz Chappuie, Supervisor, or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,



JUSTYN HOWARD  
Assistant Program Budget Manager

cc: On following page



Ms. Donna McKendry

March 10, 2014

Page 2

Exhibit A - 1

cc: Ms. Mary Ann Guarlento, Accounting Officer, Ventura County  
Ms. Sandra Bickford, Chief Deputy, Ventura County Auditor-Controller  
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State  
Controller's Office  
California State Controller's Office



## LONG-RANGE PROPERTY MANAGEMENT PLAN CHECKLIST

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**Instructions:** Please use this checklist as a guide to ensure you have completed all the required components of your Long-Range Property Management Plan. Upon completion of your Long-Range Property Management Plan, email a PDF version of this document and your plan to:

Redevelopment\_Administration@dof.ca.gov

The subject line should state "[Agency Name] Long-Range Property Management Plan". The Department of Finance (Finance) will contact the requesting agency for any additional information that may be necessary during our review of your Long-Range Property Management Plan. Questions related to the Long-Range Property Management Plan process should be directed to (916) 445-1546 or by email to [Redevelopment\\_Administration@dof.ca.gov](mailto:Redevelopment_Administration@dof.ca.gov).

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Pursuant to Health and Safety Code 34191.5, within six months after receiving a Finding of Completion from Finance, the Successor Agency is required to submit for approval to the Oversight Board and Finance a Long-Range Property Management Plan that addresses the disposition and use of the real properties of the former redevelopment agency.

### GENERAL INFORMATION:

Agency Name: **Successor Agency to the Former Redevelopment Agency of the County of Ventura**

Date Finding of Completion Received: 4/26/2013 (Exhibit A)

Date Oversight Board Approved LRPMP: 8/8/13 (original) and 2/13/14 (amended) (Exhibit B)

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### Long-Range Property Management Plan Requirements

For each property the plan includes the date of acquisition, value of property at time of acquisition, and an estimate of the current value.

Yes  No

For each property the plan includes the purpose for which the property was acquired.

Yes  No

For each property the plan includes the parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

Yes  No

For each property the plan includes an estimate of the current value of the parcel including, if available, any appraisal information.

Yes  No

For each property the plan includes an estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

Yes  No

For each property the plan includes the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

Yes  No

For each property the plan includes a description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

Yes  No

For each property the plan includes a brief history of previous development proposals and activity, including the rental or lease of the property.

Yes  No

For each property the plan identifies the use or disposition of the property, which could include 1) the retention of the property for governmental use, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation.

Yes  No

The plan separately identifies and list properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.

Yes  No

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## ADDITIONAL INFORMATION

- If applicable, please provide any additional pertinent information that we should be aware of during our review of your Long-Range Property Management Plan.

See Oversight Board Resolution No. 13-06 from 8/8/13 Oversight Board meeting and discussion of various properties in Long-Range Property Management Plan submitted by Successor Agency Staff.

See Oversight Board Resolution No. 14-02 from 2/13/14 Oversight Board meeting for the approved amended Long-Range Property Management Plan.

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**Agency Contact Information**

Name:	Donna McKendry	Name:	Roberto R. Orellana
Title:	Management Analyst	Title:	Assistant County Counsel
Phone:	805-654-2876	Phone:	805-654-2590
Email:	Donna.McKendry@Ventura.org	Email:	Robert.Orellana@Ventura.org
Date:		Date:	

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**Department of Finance Local Government Unit Use Only**

DETERMINATION ON LRPMP:  APPROVED  DENIED

APPROVED/DENIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVAL OR DENIAL LETTER PROVIDED:  YES DATE AGENCY NOTIFIED: \_\_\_\_\_

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Form DF-LRPMP (11/15/12)

Sheet 1 of 12

Inventory of assets - as of 12/31/2014

Asset ID	Description of Asset	Quantity	Unit Cost	Current Value	Original Cost	Depreciation Method	Useful Life (Years)	Accumulated Depreciation	Net Book Value	Notes
1	Computer Hardware	10	1000	1000	1000	Straight Line	5	0	1000	
2	Software Licenses	5	200	200	200	None	0	0	200	
3	Office Furniture	2	500	500	500	Straight Line	10	0	500	
4	Motor Vehicle	1	15000	15000	15000	Straight Line	5	0	15000	
5	Real Estate	1	100000	100000	100000	None	0	0	100000	
6	Investment Securities	100	10	1000	1000	None	0	0	1000	
7	Accounts Receivable	100	10	1000	1000	None	0	0	1000	
8	Prepaid Expenses	10	100	100	100	None	0	0	100	
9	Inventory	100	10	1000	1000	None	0	0	1000	
10	Other Assets	10	100	100	100	None	0	0	100	

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Bank Building**

**1. Date of acquisition:**

The County of Ventura acquired the former Citizens State Bank property in December of 1994 for the sum of \$1.00. The Bank Building was structurally repaired and then was deeded, at no cost, to the Redevelopment Agency on February 25, 1997.

**2. Value of property at time of acquisition:**

The closest Fair Market Value was estimated on October 15, 1999, at \$62,000.

**3. Estimate of current value:**

At the May 11, 2012, Oversight Board meeting, the County of Ventura Real Estate Services Division, Public Works Agency, valued the bank building asset at approximately \$100,000 to \$110,000.

**4. If available, provide current appraisal:**

Not available.

**5. Purpose for which the property was acquired:**

The County of Ventura's Redevelopment Agency was formed in 1995 to address blighted conditions in the unincorporated community of Piru following the January 1994 Northridge earthquake. After the earthquake, most of the community's downtown buildings suffered damage and needed extensive repair. Citizens State Bank owned the bank building in Piru. After the earthquake, the County of Ventura acquired the former Citizens State Bank property in December of 1994 for the sum of \$1.00. The Bank Building was structurally repaired by emergency grant funding. Once the Redevelopment Agency was formed, the County, in turn, deeded the property, at no cost, over to the Redevelopment Agency on February 25, 1997. The Piru Redevelopment Plan called for strategies to encourage the reintroduction of business activity in its downtown. To that extent, the Agency decided to lease the bank building at or below market value to encourage economic development in the area.

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Bank Building**

**6. Parcel data:**

- a. Address: 3940 East Center Street, Piru, CA 93040
- b. APN #: 056-0-101-010
- c. Lot size: The Bank Building is rectangular in shape with 50' of frontage on Main Street and 24.01' of frontage on Center Street. Located on the westerly 24.00 feet of Lots 1 and 2 Block J of Map of Piru, in the County of Ventura, State of California, as per Map recorded in Book 5 Page 4 of Maps in the office of the County of Recorder of said County. The building, built in 1918, is approximately 1,001 square foot with one story, masonry construction and wood roof.
- d. Current zoning in the former agency redevelopment plan or specific, community, or general plan: Commercial

**7. Estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds:**

- a. After acquiring the building on February 25, 1997, there were four separate tenants who leased the building; each operated an ice cream store business. The tenants were contractually required to pay a deposit and monthly rent to the Redevelopment Agency. The rent was deposited into the non-housing RDA funds. No revenue has been generated since August 2012.
  - i. Tenant #1: Patricia True. Ran the business between March 1, 2000 to May 2005
  - ii. Tenant #2: Eric Barrigan. Ran the business between July 1, 2005 to February 2008
  - iii. Tenant #3: Stephanie Acosta. Ran the business between August 13, 2008 to June 3, 2009
  - iv. Tenant #4: Alfonso Aguilar. Ran the business between June 3, 2009 to September 3, 2012
- b. After the last tenant terminated his lease in September of 2012, the building has remained vacant. Now under the Successor Agency, disposition has been delayed due to the legal requirement that the Department of Finance approve a



**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Bank Building**

Long Range Property Management Plan for this property. In the meantime, the Bank Building has been made available for use by the local community and by area film industry companies after they obtain required permits. Film permits for the building are contractually coordinated through the County's General Services Agency which handles similar permitting for County park facilities. Fees are structured in accord with a facility use and film permit fee schedule that is approved annually by the County Board of Supervisors. Any fees obtained from such use are channeled through the Successor Agency to the Auditor-Controller's Office and then paid out to the taxing entities. Estimated revenue for this activity is approximately \$12,241 to date.

**8. History of any environmental contamination, including designation as a Brownfield site, any related environmental studies, and history of any remediation efforts:** Not applicable for this property.

**9. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency:**

Not applicable for this property. The Bank Building originally supported a commercial business and the Piru Redevelopment Plan called for strategies to encourage the reintroduction of business activity in the downtown area. To that extent, the Agency decided to lease the Bank Building at or below market value to commercial businesses to encourage economic development in the area. There were no plans for transit-oriented development with this property.

**10. History of previous development proposals and activity, including the rental or lease of the property:**

As described in item number 7 above, after the Agency acquired the property on February 25, 1997, there were four separate tenants who leased the building, each operating it as an ice cream store business.

- a. Tenant #1: Patricia True. Ran the business between March 1, 2000 to May 2005

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Bank Building**

- b. Tenant #2: Eric Barrigan. Ran the business between July 1, 2005 to February 2008
- c. Tenant #3: Stephanie Acosta. Ran the business between August 13, 2008 to June 3, 2009
- d. Tenant #4: Alfonso Aguilar. Ran the business between June 3, 2009 to September 3, 2012

After the last tenant terminated his lease in September of 2012, the building has remained vacant. Now under the Successor Agency, disposition has been delayed until the Department of Finance approves the Long Range Property Management Plan. In the meantime, it has been made available to the local community and film industry, as described above.

**11. Identify the use or disposition of the property, which could include:**

- a. **The retention of the property for governmental use,**
- b. **The retention of the property for future development,**
- c. **The sale of the property, or**
- d. **The use of the property to fulfill an enforceable obligation.**

The Successor Agency will dispose of the Piru Bank Building by selling the property (item "c") after the Department of Finance has approved the Long Range Property Management Plan. The Successor Agency plans to market the property through a commercial real estate broker and to sell the property for the highest and best offer in order to maximize return on the investment and minimize costs.

**12. Other properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.**

There are only two other properties and both will be retained for purposes of fulfilling an enforceable obligation. Both are bond financed; therefore the Successor Agency will hold these assets until the bonds are paid in full.

- a. The Piru Storm Drain;
- b. The Piru Town Square Depot.

**Long-Range Property Management Plan**  
**Successor Agency of the Former Redevelopment Agency**  
**of the County of Ventura**  
**Piru Storm Drain**

**1. Date of acquisition:**

The property is located in the road right of way under Main, Orchard and Center Streets in the town of Piru, California. The County of Ventura is the owner in fee of an easement over the described real property. The former Redevelopment Agency (RDA) decided to build the Piru Storm Drain as a public utilities improvement for the Piru area. A contract to construct the Piru Storm Drain was awarded to Sierra Cascade Construction, Inc., on June 3, 2008, and a Notice of Completion was issued on April 13, 2009.

**2. Value of property at time of acquisition:**

The storm drain was constructed on property not acquired or owned by the Redevelopment Agency. The RDA acquired an easement which gave it the right to use the land for public road purposes. In 2008, the cost of construction of the Piru Storm Drain was \$940,779.97. As part of the financing, the United States Department of Agriculture issued the RDA a 2008 Tax Allocation Bond, Series A. The bond amount is \$750,000, the loan date is July 24, 2008, and the maturity date is July 1, 2038.

**3. Estimate of current value:**

The construction cost of the drain was \$940,779.97, and it was capitalized on 4/13/09. Accumulated depreciation is \$30,246.51. The current depreciated Net Book Value (NBV, carrying value, or "current value") is **\$910,533.46**.

**4. If available, provide current appraisal:**

Not available on this property.

**5. Purpose for which the property was acquired:**

Piru, a small rural community located in a remote unincorporated section of the County of Ventura, lies on the sloping base of a rugged mountainous region. Runoff from the mountains contains considerable debris and silt. The existing drainage facilities within this area consist of open drainage courses, debris basins, box culverts and a limited number of covered storm drain lines. A 1971 engineering study determined that the

**Long-Range Property Management Plan**  
**Successor Agency of the Former Redevelopment Agency**  
**of the County of Ventura**  
**Piru Storm Drain**

number of storm drains in Piru were insufficient for the annual storm runoffs and were either undersized or at capacity. At that time, it was estimated that the cost for necessary repairs and improvements to the drainage system would be \$2,277,000. Since then, the town has doubled in size. During rainy seasons, storm drain capacities are generally inadequate to intercept the amount of flow coming from the mountains. This results in slope erosion, surface water contamination and the routine flooding of low areas in town. The only improvements done to the storm drains since 1971 occurred in 1998 when approximately 2800 linear feet were repaired.

The RDA identified a specific area in the town of Piru that experiences yearly flooding that causes damage to homes and flooding of streets. The area is along Main, Orchard, and Center streets. The area was served by a 12" diameter storm drain that was installed more than 50 years ago. This drain was undersized for the calculated flows from this drainage area.

In addition, a debris basin at the top of Orchard Street had no outlet so it would rapidly fill up and overflow onto both Orchard and Main streets during rain events which contributed to the flooding. The RDA determined that increasing storm drain capacity in this area and adding an inlet at the debris basin would mitigate the flooding problems. Fixing the storm drain issues provided a safer and more sanitary living environment for the residents of Piru.

**6. Parcel data:**

- a. Address: Piru Storm Drain, Project Specification No. CP08-02, Project No. 05022, lies in the road right of way under Main, Orchard and Center streets in the town of Piru, California, 93040.
- b. Lot size: The Storm Drain includes construction of approximately 2100' of 36" and 48" diameter concrete storm drain that is independent of existing lines with a catch basin installed along the full length of the drainpipe. Ten inlets and an inlet structure at the debris basin are included.

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Storm Drain**

- c. Current zoning in the former agency redevelopment plan or specific, community, or general plan:

N/A: The County of Ventura Planning Division has no authority to issue permits in the public right-of-way in Piru, California, therefore, the County does not assign zoning to the streets. In addition, the County's Assessor's office does not issue APNs for right-of-ways. See attached map - Exhibit D.

- 7. Estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds:**

This infrastructure project does not generate any fee based public use or revenue.

- 8. History of any environmental contamination, including designation as a Brownfield site, any related environmental studies, and history of any remediation efforts:**

The Piru Storm Drain lies within the unincorporated town of Piru which consists of single family housing and park areas. The planning area is outside of any flood plains, wetlands, or environmentally sensitive areas. A study was conducted for historic or archeological sites within the planning area and no significant sites were found.

- 9. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency:**

Not applicable to this property.

- 10. History of previous development proposals and activity, including the rental or lease of the property:**

Not applicable to this property.

- 11. Identify the use or disposition of the property, which could include:**

- a. The retention of the property for governmental use,
- b. The retention of the property for future development,

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Storm Drain**

- c. The sale of the property, or
- d. The use of the property to fulfill an enforceable obligation.

The Successor Agency will retain the property ~~to fulfill an enforceable obligation for governmental use (item "da") until the bond debt is paid in full.~~ Once the debt is paid in full Long Range Property Management Plan is approved by the Department of Finance, the Piru Storm Drain will be transferred to the County of Ventura at no cost. The County of Ventura will retain and maintain, at its cost, the property for governmental use, serving the residents of Piru.

**12. Other properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.**

The Piru Town Square Depot property is the only other property that will be retained for the purpose of ~~fulfilling an enforceable obligation and~~ governmental use. ~~The United States Department of Agriculture issued the former Redevelopment Agency of the County of Ventura a 2002 Tax Allocation Bond, Series A, to help finance construction of the Town Square Depot. The bond amount is \$750,000, the loan date is August 15, 2002, and the maturity date is July 1, 2017. Since it is bond financed, the Successor Agency will hold the asset until the bonds are paid in full.~~

**Long-Range Property Management Plan**  
**Successor Agency of the Former Redevelopment Agency**  
**of the County of Ventura**  
**Piru Storm Drain**

**1. Date of acquisition:**

The property is located in the road right of way under Main, Orchard and Center Streets in the town of Piru, California. The County of Ventura is the owner in fee of an easement over the described real property. The former Redevelopment Agency (RDA) decided to build the Piru Storm Drain as a public utilities improvement for the Piru area. A contract to construct the Piru Storm Drain was awarded to Sierra Cascade Construction, Inc., on June 3, 2008, and a Notice of Completion was issued on April 13, 2009.

**2. Value of property at time of acquisition:**

The storm drain was constructed on property not acquired or owned by the Redevelopment Agency. The RDA acquired an easement which gave it the right to use the land for public road purposes. In 2008, the cost of construction of the Piru Storm Drain was \$940,779.97. As part of the financing, the United States Department of Agriculture issued the RDA a 2008 Tax Allocation Bond, Series A. The bond amount is \$750,000, the loan date is July 24, 2008, and the maturity date is July 1, 2038.

**3. Estimate of current value:**

The construction cost of the drain was \$940,779.97, and it was capitalized on 4/13/09. Accumulated depreciation is \$30,246.51. The current depreciated Net Book Value (NBV, carrying value, or "current value") is **\$910,533.46**.

**4. If available, provide current appraisal:**

Not available on this property.

**5. Purpose for which the property was acquired:**

Piru, a small rural community located in a remote unincorporated section of the County of Ventura, lies on the sloping base of a rugged mountainous region. Runoff from the mountains contains considerable debris and silt. The existing drainage facilities within this area consist of open drainage courses, debris basins, box culverts and a limited number of covered storm drain lines. A 1971 engineering study determined that the

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Storm Drain**

number of storm drains in Piru were insufficient for the annual storm runoffs and were either undersized or at capacity. At that time, it was estimated that the cost for necessary repairs and improvements to the drainage system would be \$2,277,000. Since then, the town has doubled in size. During rainy seasons, storm drain capacities are generally inadequate to intercept the amount of flow coming from the mountains. This results in slope erosion, surface water contamination and the routine flooding of low areas in town. The only improvements done to the storm drains since 1971 occurred in 1998 when approximately 2800 linear feet were repaired.

The RDA identified a specific area in the town of Piru that experiences yearly flooding that causes damage to homes and flooding of streets. The area is along Main, Orchard, and Center streets. The area was served by a 12" diameter storm drain that was installed more than 50 years ago. This drain was undersized for the calculated flows from this drainage area.

In addition, a debris basin at the top of Orchard Street had no outlet so it would rapidly fill up and overflow onto both Orchard and Main streets during rain events which contributed to the flooding. The RDA determined that increasing storm drain capacity in this area and adding an inlet at the debris basin would mitigate the flooding problems. Fixing the storm drain issues provided a safer and more sanitary living environment for the residents of Piru.

**6. Parcel data:**

- a. Address: Piru Storm Drain, Project Specification No. CP08-02, Project No. 05022, lies in the road right of way under Main, Orchard and Center streets in the town of Piru, California, 93040.
- b. Lot size: The Storm Drain includes construction of approximately 2100' of 36" and 48" diameter concrete storm drain that is independent of existing lines with a catch basin installed along the full length of the drainpipe. Ten inlets and an inlet structure at the debris basin are included.



**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Storm Drain**

- c. Current zoning in the former agency redevelopment plan or specific, community, or general plan:

N/A: The County of Ventura Planning Division has no authority to issue permits in the public right-of-way in Piru, California, therefore, the County does not assign zoning to the streets. In addition, the County's Assessor's office does not issue APNs for right-of-ways. See attached map - Exhibit D.

- 7. Estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds:**

This infrastructure project does not generate any fee based public use or revenue.

- 8. History of any environmental contamination, including designation as a Brownfield site, any related environmental studies, and history of any remediation efforts:**

The Piru Storm Drain lies within the unincorporated town of Piru which consists of single family housing and park areas. The planning area is outside of any flood plains, wetlands, or environmentally sensitive areas. A study was conducted for historic or archeological sites within the planning area and no significant sites were found.

- 9. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency:**

Not applicable to this property.

- 10. History of previous development proposals and activity, including the rental or lease of the property:**

Not applicable to this property.

- 11. Identify the use or disposition of the property, which could include:**

- a. The retention of the property for governmental use,
- b. The retention of the property for future development,

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Storm Drain**

- **c. The sale of the property, or**
- d. The use of the property to fulfill an enforceable obligation.**

The Successor Agency will retain the property for governmental use (item "a"). Once the Long Range Property Management Plan is approved by the Department of Finance, the Piru Storm Drain will be transferred to the County of Ventura at no cost. The County of Ventura will retain and maintain, at its cost, the property for governmental use, serving the residents of Piru.

**12. Other properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.**

The Piru Town Square Depot property is the only other property that will be retained for the purpose of governmental use.

**Long-Range Property Management Plan**  
**Successor Agency of the Former Redevelopment Agency**  
**of the County of Ventura**  
**Piru Town Square Depot**

**1. Date of acquisition:**

The property is located along the operating portion of the Santa Paula Branch Line (Railroad) in Piru. The fee owner of the real property is the Ventura County Transportation Commission (VCTC). On July 1, 1997, the VCTC entered into a Property Management and Assignment of Rents Agreement with the County of Ventura, giving the County the right to construct and make improvements to the property for uses allowed by the County's General Plan and VCTC's Master Plan. VCTC appointed the County as its agent to lease the property to any party for all allowed and permitted uses and to manage all existing and future leases. A "Certificate As To Project Site, Rights-Of-Way and Easements" agreement was signed by the architects for the Town Square Project on February 15, 2002 and the attorney for VCTC on March 24, 2002. The certificate stated that the Piru Town Square project was being constructed by the County of Ventura Redevelopment Agency (RDA). The construction contract was awarded to Gerstenberger Construction Corporation, on October 23, 2001. Construction was completed in December, 2002, and the Notice of Completion was issued on March 12, 2003.

**2. Value of property at time of acquisition:**

On October 23, 2001, the estimated cost of construction of the Piru Town Square improvements built by the RDA was \$1,375,000. The RDA's interest in the property is limited to these improvements. The value of the land is not included because the RDA did not purchase a fee interest in the property. The Ventura County Transportation Corporation (VCTC), a separate legal entity, owns the fee interest in the land. As part of the financing of the project, the United States Department of Agriculture issued a 2002 Tax Allocation Bond, Series (A), to the Redevelopment Agency of the County of Ventura. The bond amount is \$750,000, the loan date is August 15, 2002, and the maturity date is July 1, 2017.

**3. Estimate of current value:**

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Town Square Depot**

The cost of new improvements to the property in 2001 was \$1,375,000. Improvements were valued for insurance purposes in 2007 for the building and gazebo only for \$1,672,889 (Exhibit C - May 1, 2007 Property Valuation Notification). Since insurance companies generally value improvements at the higher end of the value range to ensure the property is not underinsured, the Successor Agency estimates that the current value is no more than \$1,672,889 (the 2007 Property Valuation). Due to the ongoing soft market and weak economy, and significantly depressed property values in the Piru area of the County, the 2007 Property Valuation is the estimated current fair market value.

**4. If available, provide current appraisal:**

Not available on this property.

**5. Purpose for which the property was acquired:**

In 1995, the Ventura County Board of Supervisors adopted the Piru Community Enhancement Plan that identified private and public improvements that would lead to the economic revitalization of the community of Piru. Key to this plan was the development of a Town Square facility, located along the Santa Paula Branch railroad right-of-way on either side of Piru's commercial downtown. The Town Square building was intended to be leased to a business and the grounds used by the community for special events and community activities that would drive customers to the commercial downtown area. In December 2002, construction was completed on the Piru Town Square. The building was constructed with a \$625,000 grant from the U.S. Economic Development Administration (EDA). One of the requirements for obtaining the EDA grant was making the building available for use by private enterprise, thus encouraging job creation and economic revitalization. The 1,002 square foot retail/community building was designed to provide two retail rooms (approximately 300 s.f. each), with the balance of the building's floor area allotted for four single use toilets, a water fountain, a plumbing maintenance gallery and small storage area. The latter four elements are accessed from outside the building, making the restrooms available to the public.

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Town Square Depot**

**6. Parcel data:**

- a. Parcel data: The project was built over two legal parcels: APN 056-0-102-160 and APN 056-0-060-220.
- b. Address: 664 Piru Square (formerly 3977 East Center Street), Piru, CA 93040
- c. Lot size: Seven acre parcel with 1,002 square feet of building space (includes restrooms and 630 square foot leased retail space), water fountain, a 464 square foot gazebo and children's playground.
- d. Current zoning in the former agency redevelopment plan or specific, community, or general plan: Commercial

**7. Estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds:**

After obtaining the notice of completion on March 12, 2003, there were three separate tenants who set up a retail business in the Town Square Depot building.

- a. The term of the Agreement for the first tenant was for three (3) years commencing on September 1, 2003 and terminating on August 31, 2006, with two, two-year options. The lease payment schedule started at \$300 per month (for the first 3 years). The tenant gave notice of closing the business and vacated the building by June 30, 2006.
- b. The second tenant entered into an agreement effective July 1, 2006 at \$350 per month for the first 3 years with two, two-year options. The retail business was a country antique and gift shop, showcasing local arts and crafts. Several default letters were issued due to failure to pay rent in the amount of \$3,700 owed for the months of May, June, July, August, September, October, November, December, 2007, and for January and February 2008. They were given a thirty (30) days' notice requiring the full payment amount of \$3,700 in unpaid rent. They failed to respond; therefore the RDA terminated the lease in February 2008.
- c. The third tenant opened a retail business for \$400 month. The business was a boutique, showcasing local arts and crafts. It was open on weekends and

**Long-Range Property Management Plan**  
**Successor Agency of the Former Redevelopment Agency**  
**of the County of Ventura**  
**Piru Town Square Depot**

holidays, particularly catering to riders aboard the Fillmore & Western excursion trains. The strategy was to have a destination in Piru that would always be open when the train came into town. The term of the agreement was two (2) years commencing on June 1, 2009 and terminating on May 31, 2011. At the conclusion of this term, the tenant had the option to extend the terms of this lease for two years. However, Fillmore & Western did not establish regularly scheduled stops in Piru and eventually discontinued all stops due to budgetary issues creating an inability to regularly maintain the railroad. Consequently, the tenant never moved into the facility and canceled the lease.

- d. To date, the Town Square building has remained commercially available. However, due to the downturn in the economy, no potential tenant has shown interest in setting up a business in the Town Square building. The lack of new business activity has also been evident in the entire downtown area of Piru.

Public facility reservations and filming permits were another source of potential revenue generation for the Town Square facility.

- a. Anyone interested in reserving the Piru Town Square was required to complete a "Facility Reservation Permit for Piru Town Square", an "Amplified Sound Permit" and a "Selling Permit" if applicable. Although the public could reserve the facility for a fee, no public reservations took place because the residents opted to use the public grounds on a first-come, first-served basis. Non-profit organizations endorsed by the community of Piru were allowed to use the facility free of charge, upon approval. Prior to the dissolution of the RDA, film production companies, interested in using the facility for a film shoot, would complete the Facility Reservation Permit. Permit fees are based on the size of the group, what parts of the facility they were using (building, restrooms, water fountain or gazebo), if electricity was needed, how many days were required, impact to the facility and if maintenance staff were needed. Certificate of Insurance is also required. All revenue received was deposited into the non-housing RDA funds.

**Long-Range Property Management Plan**  
**Successor Agency of the Former Redevelopment Agency**  
**of the County of Ventura**  
**Piru Town Square Depot**

- b. Since the dissolution of the RDA, the handling of all Facility Reservations and Film Permits are now contracted with the County of Ventura, General Services Agency who handles similar permitting for County park facilities. Fees are structured similarly to their facility use and film permit fee schedule that is approved annually by the County Board of Supervisors. Any fees obtained from such use are channeled through the Successor Agency, Auditor-Controller's Office and then out to the taxing entities.

**8. History of any environmental contamination, including designation as a Brownfield site, any related environmental studies, and history of any remediation efforts:**

Not applicable for this property.

**9. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency:**

The Town Square Depot is located along the Santa Paula Branch railroad right-of-way on either side of Piru's commercial downtown area. The Fillmore & Western Railway Company currently runs historic trains between Santa Paula and Fillmore. Plans were underway to extend the rail tracks and train service into Piru and eventually beyond to Rancho Camulos. However, the Town Square project components did not include either the reinstallation of rail tracks or the resumption of train service to this community. The Fillmore & Western Railway Company did conduct a couple of visits along the spur to the Depot to support the community's holiday and "Rail Fest" special events, however, due to lack of community coordination, the last stop was in 2010. Due to budget constraints, Fillmore & Western Railway no longer maintains the spur for active use and there are no plans to reinstate the service.

**10. History of previous development proposals and activity, including the rental or lease of the property:**

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Town Square Depot**

See Item # 7 above for a list of rental/lease activity that has taken place on this property. There are no other development proposals pertaining to this 7 acre property.

**11. Identify the use or disposition of the property, which could include:**

- a. The retention of the property for governmental use,
- b. The retention of the property for future development,
- c. The sale of the property, or
- d. The use of the property to fulfill an enforceable obligation.

The Successor Agency will retain the property for governmental use (item "da") until the ~~bond debt is paid in full~~. Once the ~~debt is paid in full~~ Long Range Property Mangement Plan is approved by the Department of Finance, the Piru Town Square will be transferr ed to the County of Ventura at no cost. The County of Ventura will retain and maintain the property for government use, serving the residents of Piru as a community park.

**12. Other properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.**

The Piru Storm Drain is the only other property that will be retained for the purpose of ~~fulfilling an enforceable obligation and governmental use~~. ~~The United States Department of Agriculture issued the former Redevelopment Agency of the County of Ventura a 2008 Tax Allocation Bond, Series A, to assist in financing construction of the Storm Drain. The bond amount is \$750,000, the loan date is July 24, 2008, and the maturity date is July 1, 2038. Since it is bond financed, the Successor Agency will hold the asset until the bonds are paid in full.~~



**Long-Range Property Management Plan**  
**Successor Agency of the Former Redevelopment Agency**  
**of the County of Ventura**  
**Piru Town Square Depot**

**1. Date of acquisition:**

The property is located along the operating portion of the Santa Paula Branch Line (Railroad) in Piru. The fee owner of the real property is the Ventura County Transportation Commission (VCTC). On July 1, 1997, the VCTC entered into a Property Management and Assignment of Rents Agreement with the County of Ventura, giving the County the right to construct and make improvements to the property for uses allowed by the County's General Plan and VCTC's Master Plan. VCTC appointed the County as its agent to lease the property to any party for all allowed and permitted uses and to manage all existing and future leases. A "Certificate As To Project Site, Rights-Of-Way and Easements" agreement was signed by the architects for the Town Square Project on February 15, 2002 and the attorney for VCTC on March 24, 2002. The certificate stated that the Piru Town Square project was being constructed by the County of Ventura Redevelopment Agency (RDA). The construction contract was awarded to Gerstenberger Construction Corporation, on October 23, 2001. Construction was completed in December, 2002, and the Notice of Completion was issued on March 12, 2003.

**2. Value of property at time of acquisition:**

On October 23, 2001, the estimated cost of construction of the Piru Town Square improvements built by the RDA was \$1,375,000. The RDA's interest in the property is limited to these improvements. The value of the land is not included because the RDA did not purchase a fee interest in the property. The Ventura County Transportation Corporation (VCTC), a separate legal entity, owns the fee interest in the land. As part of the financing of the project, the United States Department of Agriculture issued a 2002 Tax Allocation Bond, Series (A), to the Redevelopment Agency of the County of Ventura. The bond amount is \$750,000, the loan date is August 15, 2002, and the maturity date is July 1, 2017.

**3. Estimate of current value:**

**Long-Range Property Management Plan**  
**Successor Agency of the Former Redevelopment Agency**  
**of the County of Ventura**  
**Piru Town Square Depot**

The cost of new improvements to the property in 2001 was \$1,375,000. Improvements were valued for insurance purposes in 2007 for the building and gazebo only for \$1,672,889 (Exhibit C - May 1, 2007 Property Valuation Notification). Since insurance companies generally value improvements at the higher end of the value range to ensure the property is not underinsured, the Successor Agency estimates that the current value is no more than \$1,672,889 (the 2007 Property Valuation). Due to the ongoing soft market and weak economy, and significantly depressed property values in the Piru area of the County, the 2007 Property Valuation is the estimated current fair market value.

**4. If available, provide current appraisal:**

Not available on this property.

**5. Purpose for which the property was acquired:**

In 1995, the Ventura County Board of Supervisors adopted the Piru Community Enhancement Plan that identified private and public improvements that would lead to the economic revitalization of the community of Piru. Key to this plan was the development of a Town Square facility, located along the Santa Paula Branch railroad right-of-way on either side of Piru's commercial downtown. The Town Square building was intended to be leased to a business and the grounds used by the community for special events and community activities that would drive customers to the commercial downtown area. In December 2002, construction was completed on the Piru Town Square. The building was constructed with a \$625,000 grant from the U.S. Economic Development Administration (EDA). One of the requirements for obtaining the EDA grant was making the building available for use by private enterprise, thus encouraging job creation and economic revitalization. The 1,002 square foot retail/community building was designed to provide two retail rooms (approximately 300 s.f. each), with the balance of the building's floor area allotted for four single use toilets, a water fountain, a plumbing maintenance gallery and small storage area. The latter four elements are accessed from outside the building, making the restrooms available to the public.

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Town Square Depot**

**6. Parcel data:**

- a. Parcel data: The project was built over two legal parcels: APN 056-0-102-160 and APN 056-0-060-220.
- b. Address: 664 Piru Square (formerly 3977 East Center Street), Piru, CA 93040
- c. Lot size: Seven acre parcel with 1,002 square feet of building space (includes restrooms and 630 square foot leased retail space), water fountain, a 464 square foot gazebo and children's playground.
- d. Current zoning in the former agency redevelopment plan or specific, community, or general plan: Commercial

**7. Estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds:**

After obtaining the notice of completion on March 12, 2003, there were three separate tenants who set up a retail business in the Town Square Depot building.

- a. The term of the Agreement for the first tenant was for three (3) years commencing on September 1, 2003 and terminating on August 31, 2006, with two, two-year options. The lease payment schedule started at \$300 per month (for the first 3 years). The tenant gave notice of closing the business and vacated the building by June 30, 2006.
- b. The second tenant entered into an agreement effective July 1, 2006 at \$350 per month for the first 3 years with two, two-year options. The retail business was a country antique and gift shop, showcasing local arts and crafts. Several default letters were issued due to failure to pay rent in the amount of \$3,700 owed for the months of May, June, July, August, September, October, November, December, 2007, and for January and February 2008. They were given a thirty (30) days' notice requiring the full payment amount of \$3,700 in unpaid rent. They failed to respond; therefore the RDA terminated the lease in February 2008.
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**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
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Piru Town Square Depot**

holidays, particularly catering to riders aboard the Fillmore & Western excursion trains. The strategy was to have a destination in Piru that would always be open when the train came into town. The term of the agreement was two (2) years commencing on June 1, 2009 and terminating on May 31, 2011. At the conclusion of this term, the tenant had the option to extend the terms of this lease for two years. However, Fillmore & Western did not establish regularly scheduled stops in Piru and eventually discontinued all stops due to budgetary issues creating an inability to regularly maintain the railroad. Consequently, the tenant never moved into the facility and canceled the lease.

- d. To date, the Town Square building has remained commercially available. However, due to the downturn in the economy, no potential tenant has shown interest in setting up a business in the Town Square building. The lack of new business activity has also been evident in the entire downtown area of Piru.

Public facility reservations and filming permits were another source of potential revenue generation for the Town Square facility.

- a. Anyone interested in reserving the Piru Town Square was required to complete a "Facility Reservation Permit for Piru Town Square", an "Amplified Sound Permit" and a "Selling Permit" if applicable. Although the public could reserve the facility for a fee, no public reservations took place because the residents opted to use the public grounds on a first-come, first-served basis. Non-profit organizations endorsed by the community of Piru were allowed to use the facility free of charge, upon approval. Prior to the dissolution of the RDA, film production companies, interested in using the facility for a film shoot, would complete the Facility Reservation Permit. Permit fees are based on the size of the group, what parts of the facility they were using (building, restrooms, water fountain or gazebo), if electricity was needed, how many days were required, impact to the facility and if maintenance staff were needed. Certificate of Insurance is also required. All revenue received was deposited into the non-housing RDA funds.

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Town Square Depot**

- b. Since the dissolution of the RDA, the handling of all Facility Reservations and Film Permits are now contracted with the County of Ventura, General Services Agency who handles similar permitting for County park facilities. Fees are structured similarly to their facility use and film permit fee schedule that is approved annually by the County Board of Supervisors. Any fees obtained from such use are channeled through the Successor Agency, Auditor-Controller's Office and then out to the taxing entities.

**8. History of any environmental contamination, including designation as a Brownfield site, any related environmental studies, and history of any remediation efforts:**

Not applicable for this property.

**9. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency:**

The Town Square Depot is located along the Santa Paula Branch railroad right-of-way on either side of Piru's commercial downtown area. The Fillmore & Western Railway Company currently runs historic trains between Santa Paula and Fillmore. Plans were underway to extend the rail tracks and train service into Piru and eventually beyond to Rancho Camulos. However, the Town Square project components did not include either the reinstatement of rail tracks or the resumption of train service to this community. The Fillmore & Western Railway Company did conduct a couple of visits along the spur to the Depot to support the community's holiday and "Rail Fest" special events, however, due to lack of community coordination, the last stop was in 2010. Due to budget constraints, Fillmore & Western Railway no longer maintains the spur for active use and there are no plans to reinstate the service.

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**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Town Square Depot**

See Item # 7 above for a list of rental/lease activity that has taken place on this property. There are no other development proposals pertaining to this 7 acre property.

**11. Identify the use or disposition of the property, which could include:**

- a. The retention of the property for governmental use,
- b. The retention of the property for future development,
- c. The sale of the property, or
- d. The use of the property to fulfill an enforceable obligation.

The Successor Agency will retain the property for governmental use (item "a"). Once the Long Range Property Management Plan is approved by the Department of Finance, the Piru Town Square will be transferred to the County of Ventura at no cost. The County of Ventura will retain and maintain the property for government use, serving the residents of Piru as a community park.

**12. Other properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.**

The Piru Storm Drain is the only other property that will be retained for the purpose of governmental use.



DEPARTMENT OF  
**FINANCE**

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DGF.CA.GOV

April 26, 2013

Ms. Donna Plummer, Management Analyst  
County of Ventura  
800 S. Victoria Avenue, L#1940  
Ventura, CA 93009

Dear Ms. Plummer:

Subject: Request for a Finding of Completion

The California Department of Finance (Finance) received the County of Ventura's request for a Finding of Completion.

Finance has completed its review of your request, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance concurs that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

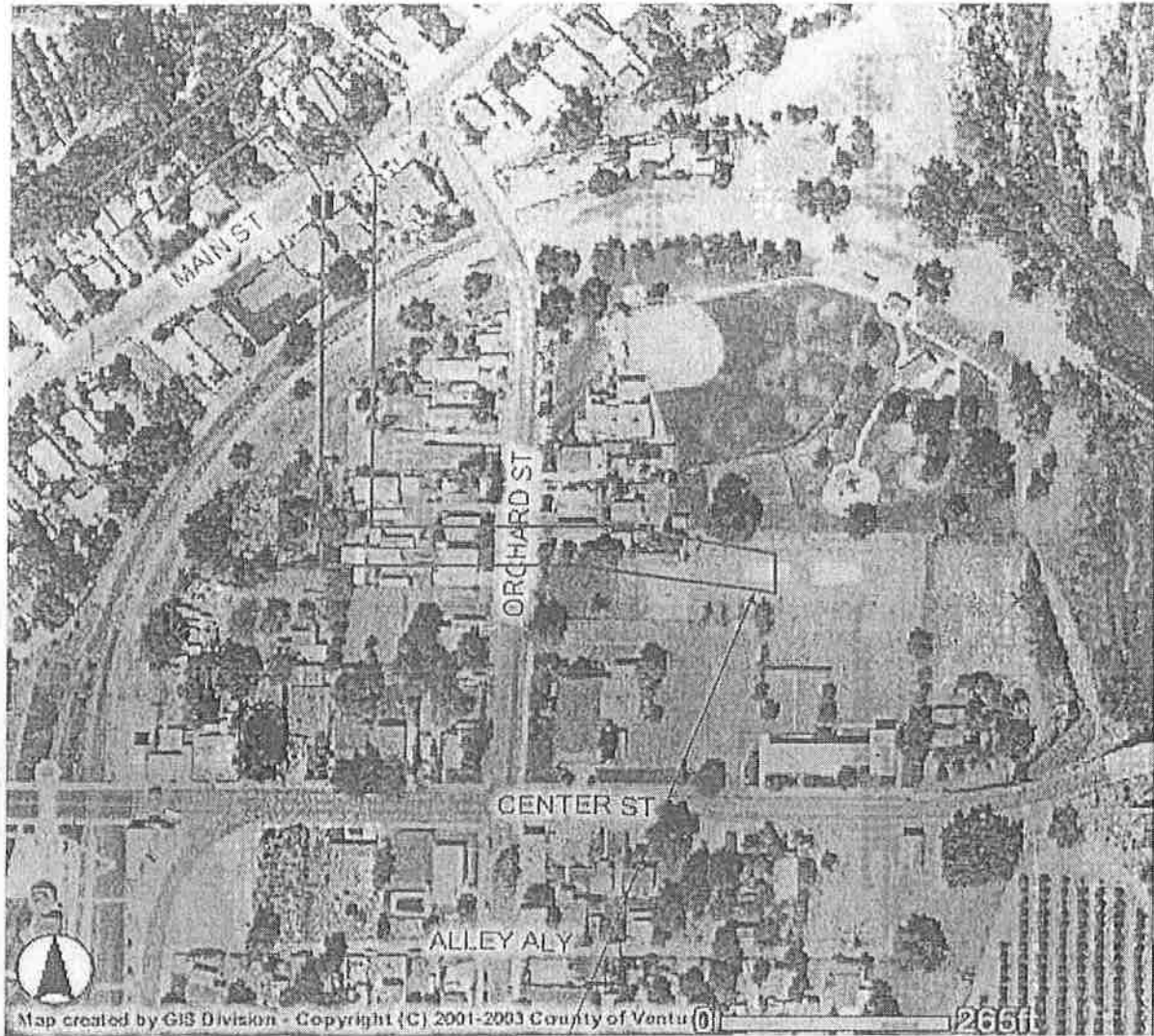
Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,

  
STEVE SZALAY  
Local Government Consultant

cc: Ms. Mary Ann Guariento, Accounting Officer, County of Ventura  
Ms. Sandra Bickford, Chief Deputy, County of Ventura Auditor-Controller  
California State Controller's Office



Piru Creek Outlet

**PIRU STORM DRAIN PROJECT**

- New or replacement 24" to 36" pipe.
- Drains on both sides of Main and Orchard Street.
- Trenching in Main, Orchard, and Center Streets.
- Rebuild outlet structure at Piru Creek.
- Approximately 2400'.

Ventura County  
Public Works Agency  
Engineering Services Department



RESOLUTION NO. 14-02

RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, APPROVING THE AMENDED LONG RANGE PROPERTY MANAGEMENT PLAN  
AND DIRECTING SUCCESSOR AGENCY STAFF TO SUBMIT THE AMENDED LONG RANGE PROPERTY  
MANAGEMENT PLAN TO THE DEPARTMENT OF FINANCE

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura was designated the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34179.7, upon full payment of the amounts determined in of the Low and Moderate Incoming Housing Fund review and the Other Funds and Accounts review done pursuant to Section 34179.6, upon review of any other amounts due, as required by Section 34183.5, and upon a final determination of the amounts due and confirmation that those amounts have been paid by the county auditor-controller, the Department of Finance (DOF) is required to issue, within five business days, to the Successor Agency a Finding of Completion of the requirements of Section 34179.6; and

WHEREAS, on April 19, 2013, the Successor Agency submitted a Finding of Completion Determination Request to the DOF; and

WHEREAS, on April 26, 2013, the DOF issued a Finding of Completion to the Successor Agency;  
and

WHEREAS, on May 9, 2013, the Oversight Board received the DOF's Finding of Completion; and

WHEREAS, pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency shall prepare a long-range property management plan that addresses the disposition and use of the real properties of the former redevelopment agency and the report shall be submitted to the oversight board and the DOF for approval no later than six months following the issuance to the successor agency of the finding of completion; and

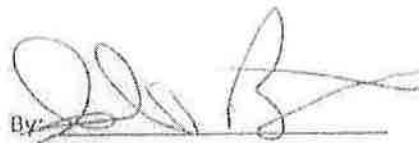
WHEREAS, the OB previously approved a Long Range Property Management Plan that complied with Section 34191.5(b) in Resolution No. 13-06 and, acting upon direction from the OB, Successor Agency staff submitted said plan and resolution to the DOF; and

WHEREAS, acting upon a recommendation received from the DOF after its initial review of said plan, Successor Agency staff has prepared and the OB has reviewed and approved an Amended Long Range Property Management Plan that also complies with Section 34191.5(b),

NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. The Oversight Board hereby adopts this Resolution 14-02, approving the Amended Long Range Property Management Plan prepared by Successor Agency staff and presented to this Board.
3. The Oversight Board directs Successor Agency staff to submit the approved Amended Long Range Property Management Plan to the DOF.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member Heather Kurpiewski this 13<sup>th</sup> day of February 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary



DEPARTMENT OF  
**FINANCE**

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

March 10, 2014

Ms. Donna McKendry, Management Analyst  
County of Ventura  
800 S. Victoria Avenue, L#1940  
Ventura, CA 93009

Dear Ms. McKendry:

Subject: Long-Range Property Management Plan

Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the County of Ventura (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on August 9, 2013. The Agency subsequently submitted a revised LRPMP to Finance on February 14, 2014. Finance has completed its review of the LRPMP, which may have included obtaining clarification for various items.


The Agency received a Finding of Completion on April 26, 2013. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP.

In accordance with HSC section 34191.4, upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3 the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.

Agency actions taken pursuant to a Finance approved LRPMP are subject to oversight board (OB) approval per HSC section 34181 (f). Any subsequent OB actions addressing the Agency's implementation of the approved LRPMP should be submitted to Finance for approval.

Please direct inquiries to Bellz Chappuie, Supervisor, or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,



JUSTYN HOWARD  
Assistant Program Budget Manager

cc: On following page

Ms. Donna McKendry  
March 10, 2014  
Page 2

cc: Ms. Mary Ann Guariento, Accounting Officer, Ventura County  
Ms. Sandra Bickford, Chief Deputy, Ventura County Auditor-Controller  
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State  
Controller's Office  
California State Controller's Office



## Ventura Appraisal Consulting Corporation

April 9, 2014

Keith Filegar  
Real Estate Services Manager  
Public Works Agency  
County of Ventura  
800 S. Victoria Ave. L #1600  
Ventura, CA 93009

Re: Ventura County Redevelopment Agency  
3940 Center St., Piru; APN 056-0-101-010

Dear Mr. Filegar:

Pursuant to your request, this firm proposes to provide you our appraisal investigation advisory report on the above referenced building in Piru. This will not be a formal appraisal, however, we will provide an advisory opinion of a narrow range of value for this small brick commercial building. Our report will include what available market data there is, but due to a lack of market activity in the Piru community, we will include similar property sales in neighboring cities.

This limited investigation will be provided to you within two weeks of the date we receive written approval to proceed. Our fee will be \$850 for this assignment. Any information that you can provide to me, including a title report, would be appreciated.

This firm's liability insurance is already on file with the County. As you know we have done several assignments with the County recently and that is a requirement.

If you require anything else, please advise me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Lindsay F. Nielson". The signature is fluid and cursive.

Lindsay F. Nielson, SCREA  
President

LFN:me



## Ventura Appraisal Consulting Corporation

April 23, 2014

Keith Filegar  
Manager – Real Estate Services  
County of Ventura  
800 S. Victoria Ave L-1600  
Ventura, CA 93009

Re: Ventura County Redevelopment Agency  
Commercial Building- 3940 Center St., Piru  
Advisory Appraisal

Dear Mr. Filegar:

Pursuant to your request, this firm has undertaken an investigation to assist the County Redevelopment Agency for planning and decision making purposes. This is a limited advisory report and is not intended to be a complete appraisal report in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP). It is, however, sufficient to support the range of value opinion expressed herein.

### The Property:

The subject property is located at 3940 Center St. in the central business district of the small unincorporated community of Piru in eastern Ventura County. This property location is the southeast corner of the intersection of Center St. and Main St. It is identified at Assessor's Parcel No. 056-0-101-010. The land is a small parcel with 24.01' frontage of the south side of Center St. and 50' frontage on the east side of Main St. Both streets are fully improved two lane secondary streets with sidewalks, curbs and gutters in place.

The commercial building on the property occupies the entire lot and consists of a 1,200 square foot, unreinforced brick building built in 1925. It previously had been a bank but most recently it had been occupied by an ice cream shop. The reported rent was about \$500 per month. The building has been vacant for approximately two years. The building has a single bathroom and is not ADA retrofitted. The roof is a composition roof, there appears to be a roof mounted air handler/heater. The condition of the building appears to be in above average to good condition. The building is adaptable to many commercial uses.

The property is zoned C-P-D/CBD- Commercial Planned Development/Central Business District by the Ventura County Planning Ordinance. This is in conformance with the Piru Specific Plan. The current use is consistent with this zoning and with the General Plan for this area of Piru. The subject property is developed to its highest and best use.

Mr. Filegar  
Page Two  
April 23, 2014

Market Data:

Piru is not a vibrant community. It has remained somewhat stagnant over the past decade. It has not been a dynamic real estate market. It has evolved from an agricultural community into an economy that can be only considered as stagnant. This is evident in the real estate market in Piru. As a result, it has been necessary to consider sales of other similar small commercial buildings in other communities in Ventura County.

The following are sales of comparable commercial buildings that we have located:

**MARKET DATA- COMMERCIAL BUILDINGS**

- Sale #1:** 154 E. 6<sup>th</sup> St. Oxnard APN 201-0-272-180 Bldg area- 1,250 sf Land- 3,750 sf  
Price-\$150,000 (\$120/sf) Sold 10/11/13 Property was vacant at sale
- Sale #2:** 939 E. Main St., Santa Paula APN 103-0-112-135 Bldg area-2,600 sf Land- 4,200 sf  
\$275,000 (\$105/sf) Sold 9/06/13 Property was rented for \$750/mo (\$0.29/sf/mo)
- Sale #3:** 141 Davis St., Santa Paula APN 103-0-112-235 Bldg area- 2,800sf Land- 2,960 sf  
\$175,000 (\$62/sf) Sold 12/3/12 Property was vacant. Remodeled new electric, ADA
- Sale #4:** 620 S. Oxnard Blvd, Oxnard APN 201-0-272-110 Bldg area- 2,700 Land 3,500 sf  
\$257,000 (\$95/sf) Sold 10/10/13 Vacant at time of sale
- Sale #5:** 320 Central Ave., Fillmore APN 053-0-071-110 Bldg area- 4,182 sf Land 4,400 sf  
\$275,000 (\$66/sf) Sold 8/22/13 Vacant at time of sale
- 

Sales Discussion:

The commercial building sales range in size from 1,250 square feet to 4,182 square feet. The range of sales price was from a low of \$62 per square foot to a high of \$120 per square foot. Although it is typical that the smaller the size the higher the value on a unit basis (Sale 1), locational factors are considered more important in valuation of the subject property. For that

Mr. Filegar  
Page Three  
April 23, 2014

reason more weight is given to Sales 3 and 5. These communities are more similar to Piru in economic and social makeup. These sales reflect the lower range of value on a unit basis.

Valuation Analysis:

Due to the poor real estate market in the commercial district of Piru and the lack of a vital market as well as sales data in this area, this firm is of the opinion that the property's value would be in the lower end of the range of value. The fact that the property has been vacant for over two years is indicative of low interest in investment and expectation of a return on investment.

For these reasons, this firm is of the opinion that the value range for the subject property would be \$55-\$65/square foot or a current fair market value range calculated as follows;

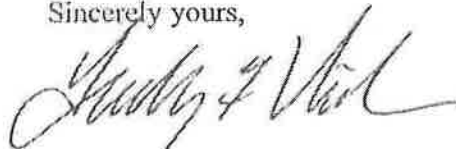
**1,200 square feet @ \$55/sf = \$66,000 (low value range)**  
**1,200 square feet @ \$65/sf = \$78,000 (high value range)**

It is estimated that the current rental value for this building would approximately be 8% to 8.5% return on investment. This would indicate a rental range of about \$450/month to \$550/month. Additionally, it is estimated that marketing time for exposure on the open market would be estimated to be six (6) months to nine (9) months to secure a sale of the property.

This is to certify that the appraiser has no interest, present or contemplated, in the subject property and that the opinions expressed are those of the undersigned only.

Thank you for this opportunity to be of assistance once again.

Sincerely yours,



Lindsay F. Nielson, SCREA  
President  
State Cert. License AGO22310

LFN:me





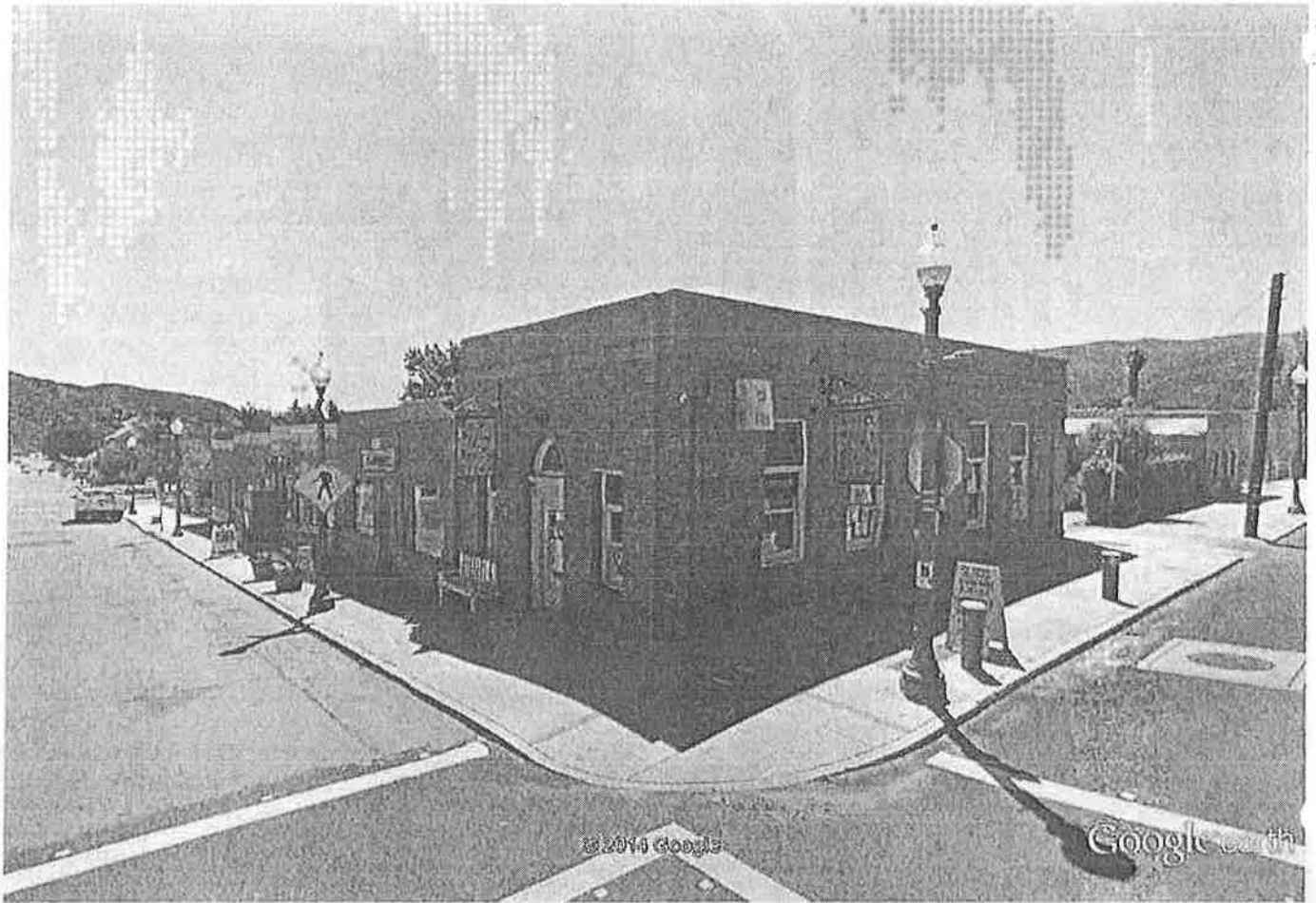
# Redevelopment Agency- I

3940 E. Center St., Piru

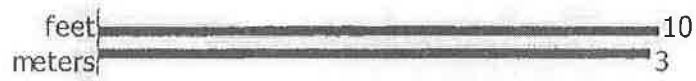
Printed: Mar 26, 2014

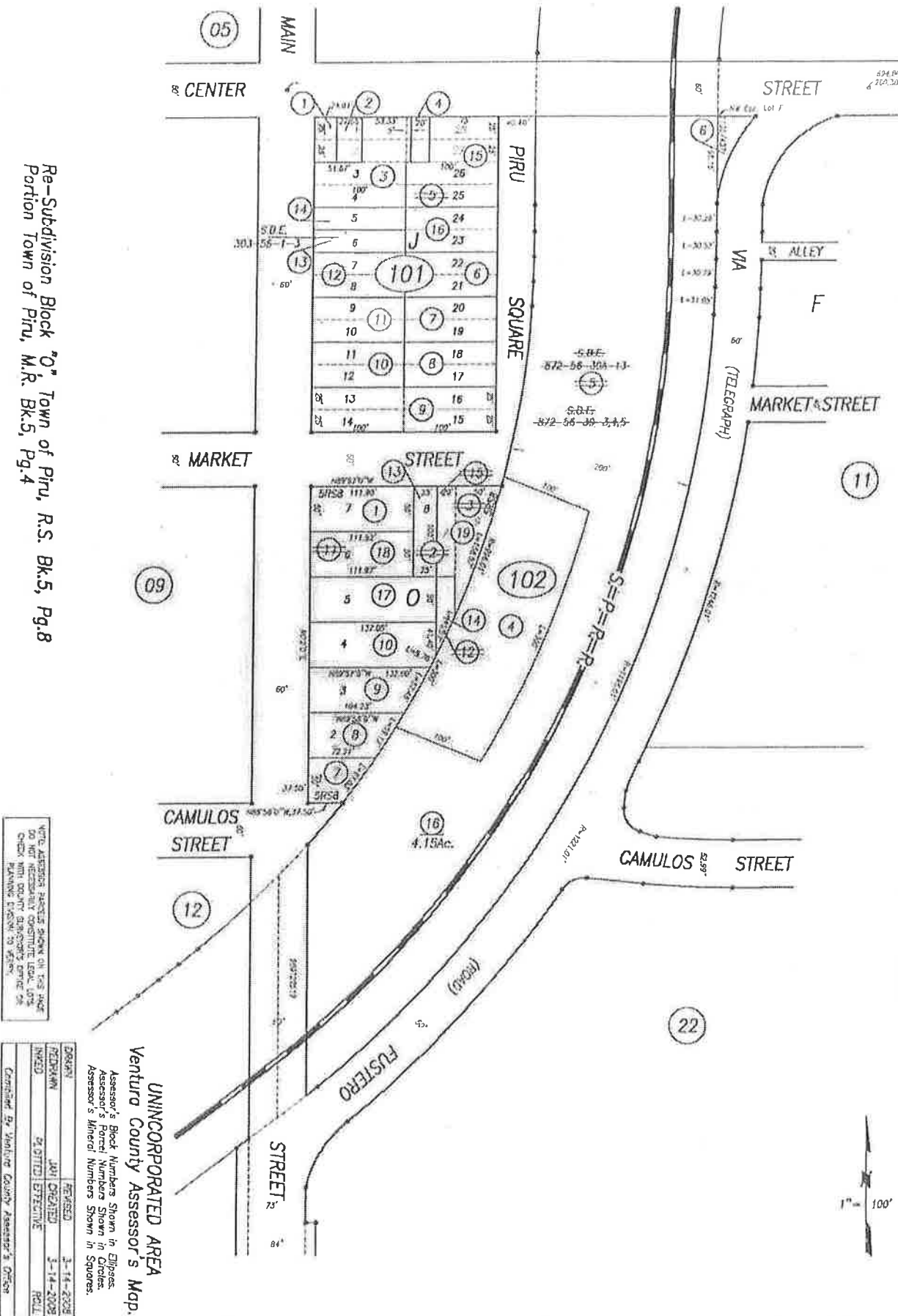


WARNING: The information contained hereon was created by the Ventura County Geographic Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.



Google earth





PORTION SECTION 20, T.4N, R.18W.

Tax Rate Area  
~~82013~~  
62033

56-10

Re-Subdivision Block "O" Town of Piru, R.S. Bk.5, Pg.8  
Portion Town of Piru, M.R. Bk.5, Pg.4

NOTE: ADDRESS PLACES SHOWN ON THIS PAGE DO NOT NECESSARILY CONSTITUTE LEGAL LOTS. CHECK WITH COUNTY CLERK'S OFFICE FOR FURTHER INFORMATION TO BE SURE.

DATE	REVISION
3-14-2008	MAP CREATED
3-14-2008	MAP DATED EFFECTIVE
ROLL	

Created by Ventura County Assessor's Office

UNINCORPORATED AREA  
Ventura County Assessor's Map.  
Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.  
Assessor's Aerial Numbers Shown in Squares.



## Ventura Appraisal Consulting Corporation

### **LINDSAY F. NIELSON, B.A., J.D.** **Appraisal Qualifications**

Born 1940 in Manila, Philippine Islands. Raised in Palm Springs, California. Attended University of Redlands and UCLA, graduating with Honors in 1962. Earned Certificate in Real Estate from UCLA Extension in 1966 with area of concentration in Real Estate Appraising. Awarded Juris Doctor law degree in July 1975. State of California- General Appraisal Certification #AG0 22318.

Hired by Financial Savings and Loan Association, Culver City, as a staff appraiser in 1963. Appraisal work was primarily single family and multiple-residential properties.

Employed by Hoffman, Vance and Worthington, Land Management, Ventura, 1965, where in addition to appraisal duties, responsibilities included management and leasing of major agricultural, commercial and residential properties, including the development of a shopping center in Ventura.

Formed own Appraisal and Real Estate Consulting firm in 1972.  
Incorporated business as Ventura Appraisal Consulting Corporation in 1975.

Formed Real Estate Arbitration Mediation Services, a company for resolution of real estate disputes.

Member of California State Bar since 1975. Acted as a Court appointed Receiver and/or Referee regarding real estate matters in over 450 cases.

#### **Special Education Courses Relative to Appraisal Profession:**

Principles of Real Estate Appraisal  
Advanced Real Estate Appraisal  
Real Estate Investment Analysis  
Real Estate Finance  
Real Estate Appraisal for Investment Purposes  
Legal Aspects of Real Estate  
Real Estate Finance - Advanced  
Income Tax Factors of Real Estate Investment  
Condemnation Appraising and Eminent Domain  
Ethics and Practice of Real Estate Appraising  
Earned Juris Doctor law degree in 1975 - Ventura College of Law  
Completed Certificate Program - Pepperdine University Law School Institute of Arbitration and Mediation

1.



## Ventura Appraisal Consulting Corporation

Have attended educational seminars of the International Right of Way Association and the American Institute of Real Estate Appraisers and Society of Real Estate Appraisers. Attended numerous courses on real estate law. Have been an Instructor in real estate appraisal, law and practice at Ventura College of Law, Ventura Community College and Ventura Unified School District Adult Education. Lifetime Teaching Credential, State of California Community Colleges.

### Types of Appraisals Made:

Residential - single-family units and multiple-dwelling units, recreational properties, special use properties including cemeteries, lakes, mining properties, debris basins, dams

Commercial and investment properties

Ranches - pasture lands, croplands, orchard properties- citrus, olives, pistachios

Eminent Domain - pipelines, electrical transmission lines, public roads, tunnel easements, freeways, flood control improvements, drainage channels, school and park sites, sewer easements, redevelopment projects and development rights.

Miscellaneous - lumber yards and industrial lands, industrial feasibility study, service station sites and gravel properties, estate appraisals, tax allocations, outdoor advertising billboards, cemeteries, unique valuation problems, minority interests, real estate fraud, casualty losses, leaseholds and property tax appeals. Testified as an expert witness in State and Federal courts.

### Appraisals Made in the Following Counties & States:

Ventura, Los Angeles, Santa Barbara, Kern, San Benito, San Luis Obispo, Riverside, Fresno, San Bernardino, Tulare, Monterey, Alameda, Madera and Stanislaus, California.

Appraisal assignments include assignments in the states of Florida, Idaho, Nevada and Hawaii.

### Partial List Of Appraisal Clients:

Standard Oil Company, Bugle Boy Industries, Ojai Valley Inn, Kinko's Corporation, Insurance Company of North America, Kaiser-Aetna, FDIC, Southern California Edison Company, Cal-Mat Company, Cities of Ventura, Oxnard, Thousand Oaks, Simi Valley, Fillmore, Santa Barbara, Camarillo and Ojai, County of Ventura, Ventura County Flood Control District, Bank of America, Bank of A. Levy, Crocker Bank, Texaco, Limoneira Company, 3-M National Advertising, Ventura, Ojai and Oxnard Redevelopment Agencies, Valley Oaks School District, Timber School District, Ventura Unified School District, Conejo Park and Recreation District, REIT of California, Ventura Port District, US Corps of Engineers, US Department of Justice, US Department of Air Force and many attorneys and landowners in the Ventura and Southern California area and others.

### Civic and Professional Organizations:

Member, International Right of Way Association  
Former Director, Society of Real Estate Appraisers, Chapter 180  
Former Commissioner, Ventura Redevelopment Agency  
Former Commissioner, Ventura Housing Authority



## Ventura Appraisal Consulting Corporation

Member, 1972 Ventura County Grand Jury (Chairman of Fiscal and Audit Committee)  
 Member, Urban Land Institute  
 Member, National Association of Housing Redevelopment Officials (NAHRO)  
 Member and Panelist, American Arbitration Association  
 Member, Tax Assessment Appeals Board, County of Ventura (1974-1976)  
 Ventura County Assessment Hearing Officer (1976-1978)  
 Member of Adjunct Faculty, Ventura College of Law Instructor - Real Property; Real Property  
 Property Transactions  
 Part-time Faculty Member, Ventura Community College Instructor - Real Estate Principals  
 Member, California Receiver's Forum

President and Director of Ventura County Taxpayer's Association (1992)  
 President, Turning Point Foundation (Mental Health Assistance) (1993-5)  
 Interim President, Weiss Global Corporation per Court order 1993  
 President of Farmont Corporation (2000 Acre Development in Ojai)  
 President, Shiells Ranch Co. (850 acre ranch in Fillmore)  
 President of Rancho Matilija Mutual Water Company  
 President of Ventura Appraisal Consulting Corporation

Directorships; Faria Family Foundation, Community Hospital Foundation, VJF Ranch Co.  
 and Director and Corporate Council for Center for Internee Rights - a Human Rights  
 Organization concerned about the rights of Civilian Prisoners of War in World War II. Director  
 of Legacy Corporation (Parent Corporation of Ventura/Santa Barbara Colleges of Law) and  
 currently Trustee of Ventura and Santa Barbara Colleges of Law

Qualified as Expert Witness in Superior Court, State of California  
 Qualified as Expert Witness in Federal District Court  
 Qualified as Expert Witness in Bankruptcy Court  
 Qualified as Expert Witness in United States Tax Court  
 Qualified as General Services Administration (Federal) Appraiser  
 Court Appointed Referee and Receiver in over 450 business and real estate matters for Superior  
 Court, Ventura County including the following: Ahmanson Corporation where I completed the  
 development of a 108 lot subdivision in Simi Valley; Boy's Market where I operated a market  
 for one year pending litigation; FDIC for major land developments taken over from defunct  
 banks; CCF and Equivest Investments where we disposed of approximately 15 properties  
 throughout California pursuant to Court Order; appointed Trustee for numerous trusts per  
 Superior Court Order; and, disposed of approximately \$300,000,000 worth of real estate  
 pursuant to Court Order. Operated numerous business pendente lite as a Receiver.  
 Judge Pro Tempore, Ventura County Superior Court for over 20 years  
 Appointed Member, "Blue Ribbon Commission"-1992- to establish Ventura County  
 Supervisors' and elected officials compensation rates and benefits.  
 Appointed Member, Ventura County Commission regarding Excess County-Owned Real Estate  
 Founding Member "The Great Ventura Philosophical and Chowder Society"  
 Automobile Club of Southern California - Former member of Advisory Board Representing  
 Ventura County (2001-2008)

3.



## Ventura Appraisal Consulting Corporation

Appointed Member of the Ventura County Treasury Oversight Committee overseeing County of Ventura's \$2 billion investment portfolio

### Articles and Cases Published:

"Windbreak Condemnations - An Approach to Value" - February, 1970 - California Citrograph

Ventura County Flood Control vs. Security Pacific Bank, 15 Cal.App.3d 996

This was a condemnation action involving the capitalization of future earnings to determine severance damages which previously had been disallowed by California Courts.

Estate of Elizabeth G. Hughan, Deceased vs. Commissioner, United States Tax Court (Docket #23221-88.) T.C. Memo 1991-275 (filed June 17, 1991) Case reported in CCH Dec 47,413(M) - This case involved Special Use Valuation for farm land located adjoining a metropolitan area. It considered the impact on valuation by the spillover effect of Los Angeles County on Ventura County's agricultural lands.

"This Land is Your Land- No More" published in the International Right of Way Journal, (June 2008) critical of the U.S. Supreme Court decision in the Kelo case dealing with eminent domain law and the "Takings" clause in the 5<sup>th</sup> Amendment to the U.S. Constitution.

(4/30/12)

## Long Range Property Management Plan (LRPMP) Reviews Frequently Asked Questions

v. 04.9.13

**Question 1: If the Agency wants to transfer former Redevelopment Agency (RDA) property to the city, county, or city and county, does the use and disposition of the property have to be reported in the LRPMP?**

**Response:** Yes. The disposition and use of all former RDA real properties retained by the Agency must be listed in the LRPMP. This includes any property the Agency would like to transfer to the city, county, or city and county for future development.

HSC section 34179.5 (c)(5)(C) requires that the LMIHF and Other Fund and Accounts Due Diligence Reviews include an itemized statement of the value of any RDA assets that were not cash or cash equivalent, which included physical assets, land, records, and equipment.

HSC section 34191.5 requires that a Community Redevelopment Property Trust Fund be established to serve as a repository of the former RDA's real properties identified pursuant to HSC section 34179.5 (c)(5)(C). The LRPMP should include an inventory of all properties in the trust.

HSC section 34191.4 (a) states that all real property shall be transferred to the Community Redevelopment Property Trust Fund of the successor agency upon Finance approval of the LRPMP, unless that property is subject to the requirements of an existing enforceable obligation.

**Question 2: A Finding of Completion (FOC) has not been issued by Finance. Can the Agency submit an Oversight Board (OB) resolution authorizing the transfer or sale of a property prior to submitting the LRPMP?**

**Response:** No. Finance is not accepting a partial LRPMP or a separate OB resolution authorizing the disposition of non-governmental use properties at this time. Pursuant to HSC section 34191.3, the requirements specified in HSC sections 34177 (e) and 34181 (a) were suspended, except as those provisions apply to the transfers for governmental use, until Finance approves a LRPMP. Any OB resolutions submitted to Finance that authorizes the transfer of non-governmental use real properties will be not be approved.

The Agency may continue to set up the necessary steps for the property disposition, but is not allowed to finalize the transfer or sale until a FOC is issued by Finance and the disposition of the property is approved in the LRPMP. Finance recommends the Agency work towards completing the LRPMP and obtaining a FOC as soon as possible.

**Question 3: If a property is identified to be transferred to the city, county, or city and county for future development, does the future development of the property have to be in accordance with an approved redevelopment plan?**

**Response:** Yes. The use and disposition of the property should be consistent with and be identified in an approved redevelopment plan, or specific, community, or general plan.



However, if the use and disposition of the property has changed or is not in accordance with the applicable plan, the Agency must explain why the intended use of the property has changed and when the change was approved by the Oversight Board.

v. 01.15.13

**Question 4: For purposes of the LRPMP, are Successor Agencies required to obtain appraisals of the impacted properties? Furthermore, are Successor Agencies required to provide information detailing the history of environmental contamination and of any associated remediation efforts for impacted properties?**

**Response:** Finance does not interpret statute as requiring Successor Agencies to initiate new studies concerning the history of environmental contamination of properties covered by the LRPMP, or of any associated remediation efforts. Finance does, however, believe it is legislative intent that any existing studies or information of that nature be incorporated into the LRPMP.

Finance does not believe it is legislative intent that property appraisals be obtained for properties that the LRPMP proposes to sell or transfer to entities other than the city or county that created the former RDA. However, it would be appropriate to include in the LRPMP any existing appraisal information concerning these properties.

If the LRPMP proposes to sell or transfer the property to the city or county that created the RDA, then HSC section 34180 (f) requires that the Successor Agency reach a compensation agreement with the affected taxing entities to provide each entity a payment in proportion to its share of the base property tax generated by the property. If such an agreement cannot be reached with each affected taxing entity, the subdivision requires the property's value to be established by an independent appraiser approved by the Oversight Board.

v. 09.19.13

**Question 5: Finance disallowed the transfer of properties from the RDA to the sponsoring entity during the Housing Asset Transfer Review, an Oversight Board Action Review, and/or the Due Diligence Reviews. However, the Asset Transfer Review completed by the State Controller's Office (SCO) did not require the sponsoring entity to return those properties to the Agency. Should the use and disposition of those properties be included in the LRPMP?**

**Response:** Yes. Finance reviews and determinations are separate and distinct from the SCO audit results. Therefore, while the sponsoring entity may or may not be ordered to return the properties to the Agency, the use and disposition of those properties must still be addressed in the LRPMP.

**Question 6: The Agency intends to sell a property on the LRPMP. Should the LRPMP identify the intended use of the revenue generated from the property sale?**

**Response:** Yes. The LRPMP must address the disposition and use of the real properties of the former redevelopment agency. Pursuant to HSC section 34191.5 (c)(2)(B), if the LRPMP directs for the liquidation of the property or the use of revenue generated from the property for any purpose other than to fulfill an enforceable obligation, the proceeds from the sale shall be

distributed as property tax to the taxing entities. Therefore, the LRPMP should identify the use of the revenue generated from the property as: (1) to fulfill an enforceable obligation or (2) to be distributed as property tax to the taxing entities.

**Question 7: The properties previously owned by the former redevelopment agency have been transferred to the appropriate public jurisdiction for governmental purpose or to the Housing Successor as housing assets. These transfers were approved by the Agency's oversight board and Finance. Therefore, the Agency no longer owns any properties. Should the Agency submit the LRPMP?**

**Response:** It is requested that the Agency send a letter to Finance indicating that there are no properties to report. The Agency can also fill out the Long-Range Property Management Tracking Sheet located at Finance's web site, indicating no property to report.

The Tracking Sheet can be found at:

[http://www.dof.ca.gov/redevelopment/long\\_range\\_property\\_management/view.php](http://www.dof.ca.gov/redevelopment/long_range_property_management/view.php)

Finance will confirm there are no properties to be reported and will send a letter of our acknowledgment.

v. 03.10.14

**Question 8: When a Long-Range Property Management Plan (LRPMP) calls for a piece of property to be sold, is it permissible for that property to be sold through an auction-type process?**

**Response:** Yes. When an Oversight Board (OB) and Finance-approved LRPMP calls for a piece of property to be sold, Successor Agencies may dispose of property through an auction process if they choose to do so. This process can be structured in various ways; however, to comply with legislative intent that property dispositions be conducted in a transparent manner that seeks to maximize value, it is suggested that Successor Agencies that choose to employ the auction process include as part of the process OB approval of (1) the auction services agreements and/or auction commission agreements and (2) a minimum reserve price for each property that is to be auctioned. The reserve price should be based on the valuation estimate contained in the LRPMP, but may contain updates in valuation range expectations based on market conditions and other conditions that are specified in the accompanying OB action. The auction services and/or commission agreements, along with the reserve prices of multiple associated properties, may be approved in one OB action. It is recommended that the auction provider promote the auction for a few weeks prior to the sale and make available any documentation related to the property to ensure transparency of information for those bidding. In the above suggested structure, if the auction of an asset achieves the reserve price, the transaction may close.

county of ventura

**PUBLIC WORKS AGENCY**  
**JEFF PRATT**  
Agency Director

May 23, 2014

Nok Paljusaj  
Mariah Shirley  
18706 Goodvale Road  
Canyon County, CA 91351

Watershed Protection District  
Tully Clifford, Director

Transportation Department  
David Fleisch, Director

Engineering Services Department  
Herbert L. Schwind, Director

Water & Sanitation Department  
R. Reddy Pakala, Director

Central Services Department  
Janice Turner, Director

Subject: 3940 Center Street, Piru, CA

Dear Mr. Paljusaji and Ms. Shirley:

This will confirm our conversation wherein you have offer the sum of \$66,000.00 for the purchase of the property located at 3940 Center Street, Piru, Ca. The terms of the sale are all cash with the close of escrow no later than July 15, 2014. Buyer and seller to each pay one half of the escrow costs, seller to purchase a policy of title insurance for the buyer and buyer to pay recording and transfer taxes.

If you are in agreement with the terms as stated please sign this letter where indicated and return it to my office. Again, the sale is subject to the approval of the Redevelopment Agency oversight Board and the State of California.

If you have any questions please feel free to contact my office at (805) 654-2402.

Sincerely,

  
Keith B. Filegar  
Real Estate Services Division  
Central Services Department

We agree to the above referenced terms:

\_\_\_\_\_  
Nok Paljusaj

\_\_\_\_\_  
Mariah Shirley





## RANCHO TEMESCAL

May 27, 2014

Mr. Keith B. Filegar  
Manager- Real Estate Services  
County of Ventura  
800 S. Victoria Ave L-1600  
Ventura, CA 93009

RE: 3940 Center Street Piru, CA 93040  
APN 056-0-101-010

Dear Mr. Filegar,

Rancho Temescal, LLC would like to purchase the property identified above for \$67,000.00. We will pay cash for the property, and are willing to close escrow by June 30, 2014 or sooner.

Please contact me if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim C. Cohen', written in a cursive style.

Tim C. Cohen  
President  
Rancho Temescal, LLC

ATTN: Keith Filegar  
**County of Ventura**

Exhibit A - 8

Return

**PUBLIC WORKS AGENCY**  
**JEFF PRATT**  
Agency Director

May 23, 2014

Nok Paljusaj  
Mariah Shirley  
18706 Goodvale Road  
Canyon County, CA 91351

Watershed Protection District  
Tully Clifford, Director  
Transportation Department  
David Fleisch, Director

Engineering Services Department  
Herbert L. Schwind, Director

Water & Sanitation Department  
R. Reddy Pakala, Director

Central Services Department  
Janice Turner, Director

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If you have any questions please feel free to contact my office at (805) 654-2402.

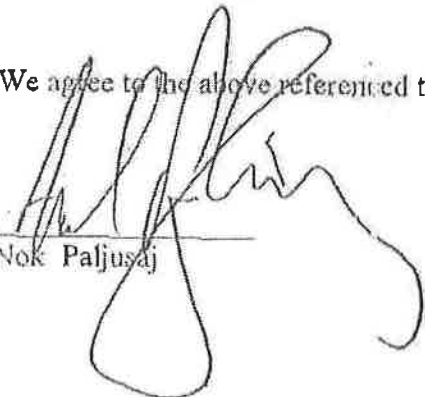
Sincerely,

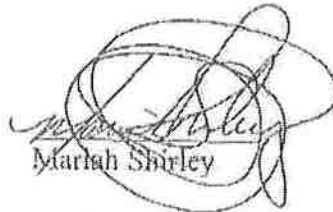
  
Keith B. Filegar  
Real Estate Services Division  
Central Services Department

\* We will pay escrow fees and title fees. And deliver cashiers check for \$68,000.00 on July 15<sup>th</sup>, 2014



We agree to the above referenced terms:

  
Nok Paljusaj

  
Mariah Shirley



**McKendry, Donna**

---

**From:** Tim Cohen <tcohen@ranchotemesca.com>  
**Sent:** Wednesday, June 11, 2014 1:21 PM  
**To:** Filegar, Keith  
**Cc:** McKendry, Donna  
**Subject:** Piru Building

Hi Keith....I just read the information on the website about another offer from the other party interested....thought you were going to advise me if that was the case. In keeping with the spirit of the \$5,000 minimum counter offer requirement , Rancho Temescal, LLC is prepared to offer \$ 73,000 for the Bank Building, and able to close, if preferred by the County, by June 30, 2014. We will not request Title or Escrow as previously stated.

I look forward to the meeting tomorrow.

Regards,  
Tim Cohen  
Rancho Temescal, LLC

**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA  
AGENDA REPORT**

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---

**DATE:** September 11, 2014

**TO:** Oversight Board to Successor Agency

**FROM:** Donna McKendry, CEO Management Analyst

**SUBJECT: Receive and File the Rancho Temescal, LLC Check, the Grant Deed, the County of Ventura Auditor Controller's Property Tax Check, and the Asset Transfer Remittance Spreadsheet Documenting the Sale of the Bank Building and the Distribution of Net Proceeds to the Taxing Entities and Direct Successor Agency Staff to Take Action Related Thereto**

**RECOMMENDATION:**

It is recommended that your Board:

Receive and File the Rancho Temescal, LLC Check (Exhibit A), the Grant Deed (Exhibit B), the County of Ventura Auditor Controller's Property Tax Check (Exhibit C), and the Asset Transfer Remittance Spreadsheet (Exhibit D) Documenting the Sale of the Bank Building and the Distribution of Net Proceeds to the Taxing Entities and Direct Successor Agency Staff to Take Action Related Thereto.

**FISCAL IMPACT:**

No fiscal impact.

**DISCUSSION:**

At your June 12, 2014 meeting, your Board adopted Resolution No. 14-10 (Item #9 – Exhibit B), approving the sale of the Piru Bank Building to Rancho Temescal, LLC for \$73,000 and directing Successor Agency (SA) staff to facilitate the sale, to take any administrative actions needed therefor, and to notify the Department of Finance of your approval of said Resolution.

On June 23, 2014, the SA received a check (Exhibit A) for \$73,000 from Rancho Temescal, LLC for the purchase of the Piru Bank Building. County Real Estate Services processed the sale and provided SA staff with a copy of the recorded Grant

Oversight Board  
Item No. 10  
September 11, 2014  
Page 2 of 2

Deed (Exhibit B), dated June 23, 2014, as evidence of the sale and final transfer of the property.

SA fiscal department staff worked with the Auditor-Controller's office to ensure that the net proceeds (\$73,000) were distributed to the taxing entities as instructed by your Board. Exhibit C is a copy of the Property Tax Check for \$73,000 and Exhibit D is the Asset Transfer Remittance Spreadsheet that documents the accounting for the distribution of the net proceeds to the taxing entities.

Exhibit A – Rancho Temescal, LLC Check

Exhibit B – Grant Deed

Exhibit C – County of Ventura Auditor Controller's Property Tax Check

Exhibit D – Asset Transfer Remittance Spreadsheet



2014 JUN 23 PM 3:53

VENTURA COUNTY

COPY

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM.



CD-652

UnionBank

UNION BANK, N.A.  
SAN FRANCISCO, CALIFORNIA  
800-238-4466  
58840 024

CASHIER'S CHECK

0772000424

16-49  
1220

73,000.00

Seventy Three Thousand Dollars And No Cents

June 23, 2014

PAY TO THE ORDER OF \*\*\*\*\* County of Ventura \*\*\*\*\*

\$ \*\*\*\*\*73,000.00

REMISSER: Rancho Temescal

*Berta Lassauer*  
(AUTHORIZED SIGNATURE)

⑈0772000424⑈ ⑆122000496⑆ 0566000006⑈

Recorded at the request of and  
Return to:

Public Works Agency  
County of Ventura  
Attn: Real Estate Services  
800 S. Victoria Avenue  
Ventura, CA 93009-1640



20140623-00078188-0 1/2

Ventura County Clerk and Recorder  
MARK A. LUNN  
06/23/2014 02:45:12 PM  
831630 \$28.00 J0

A. P. # 056-0-101-010  
Instrument # 1722.1A

DOCUMENTARY TRANSFER TAX 0

- ( ) Computed on full value of property conveyed, or
- ( ) Computed on full value less liens & encumbrances remaining thereon at time of sale

Signature of declarant/agent determining tax, firm name

*NO APPROPRIATE VALUE*

GRANT DEED  
(PIRU BANK BUILDING)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

COUNTY OF VENTURA AS THE SUCCESSOR IN INTEREST TO THE  
VENTURA COUNTY REDEVELOPMENT AGENCY

do(es) hereby GRANT to

RANCHO TEMESCAL LLC

the hereinafter described real property in the State of California, County of Ventura:

The Westerly 25 feet of Lots 1 and 2 Block J of Map of Piru, in the County of Ventura, State of California, as per Map recorded in Book 5 Page 4 of Maps in the office of the County Recorder of said County.

EXCEPT therefrom that portion described in the deed to T. H. Green recorded In Book 92 Page 180 of Official Records.

Mail tax statement to:

\_\_\_\_\_

Rancho Temescal, LLC  
P.O. Box 378  
Piru, CA 93040

\_\_\_\_\_

County of Ventura as the successor in  
Interest to the Ventura County  
Redevelopment Agency

Dated: 6/20/2014

[Signature]  
Grantor(s)

APPROVED:

[Signature]  
Keith B. Filegar, Manager  
Real Estate Services Division  
Public Works Agency

6/20, 2014

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA            )  
COUNTY OF VENTURA         )

On June 20, 2014, before me, Keith B. Filegar,  
Deputy County Clerk, personally appeared Janice Turner

\_\_\_\_\_ , 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.

MARK A. LUNN, County Clerk and Recorder  
County of Ventura, California



By [Signature]  
Deputy County Clerk



## **MARK A. LUNN**

County Clerk and Recorder  
800 South Victoria Ave  
Ventura, CA 93009 -1260  
(805) 654-3665  
Fax (805) 654-2392

**If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code.**

**Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

**COUNTY OF VENTURA  
JEFFERY BURGH, ASST. AUDITOR-CONTROLLER**

Item #10 - Exhibit C

VENDOR NO: 956000944 G  
FUND: 6901

TRANS ID: 97050000001  
ACCOUNT:

CATEGORY: 01

1500540446

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT
	06-26-14	SALE BANK BLDG DI	73,000.00
<b>TOTAL:</b>			<b>*****\$73,000.00</b>

21 423019 3558 P1 182220

**THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK**

Wells Fargo Bank, N.A.

**JEFFERY S. BURGH  
ASSISTANT AUDITOR-CONTROLLER**  
COUNTY OF VENTURA  
VENTURA, CA 93009-1540

1500540446

11-21  
1210

VENDOR NUMBER CATEGORY  
956000944 G 01

CHECK DATE CHECK AMOUNT  
06-26-14 \*\*\*\*\*\$73,000.00

VOID 6 MONTHS AFTER ISSUE DATE

**PAY** *Seventy-Three Thousand And NO/100 Dollars*

TO ORDER OF VENTURA COUNTY PROPERTY TAX  
800 S VICTORIA L#1540  
VENTURA CA 93009-1540

  
JEFFERY S. BURGH  
ASSISTANT AUDITOR-CONTROLLER

⑈ 1500540446 ⑆ 112100024804174387878 ⑈

COUNTY OF VENTURA  
 AUDITOR-CONTROLLER  
 SUCCESSOR AGENCY: COUNTY OF VENTURA (PIRU)  
 DISTRIBUTION FOR: Sale of Piru Bank Building - Long Range Property Management Plan (LRPMP)  
 Prepared by: Rose Ann T. Salas 06/27/2014

Asset Transfer Remittance  
 73,000.00

2013-14 ABB Factors from the TRA History Report - Filmore Unified Out Prime = 52	Bonds that contribute to the RDA from the 323 report (rates from Board Letter)	Total Apportionment Factor	Factor the Factor	FINAL PROPERTY SALE DISTRIBUTION	SUB-TOTALS BY CATEGORY	MANUALLY ROUNDING FINAL PROPERTY SALE DISTRIBUTION
Balance to County						
4001 Prop 13 Max 1% Tax (County General Fund)	0.2134155094	0.2134155094	0.215809967	15,445.41		15,445.41
4401 Ventura County Library	0.0161504559	0.0161504559	0.0160116271	1,168.85		1,168.85
6001 Ventura County Fire Protection	0.1579226727	0.1579226727	0.1585851746	11,429.26		11,429.26
6100 VC Watershed Protection Admin	0.0025378235	0.0025378235	0.0025160085	183.67		183.67
6120 VC County Control Flood Zone #2	0.0244529805	0.0244529805	0.0242427835	1,769.72		1,769.72
6764 VC Service Area 14 Lte	0.0018727390	0.0018727390	0.0018566410	135.54	30,132.45	30,132.45
<b>TOTAL DISTRIBUTION TO COUNTY</b>						
Balance to Special Districts						
7120 Fill-Piru Memorial	0.0077569826	0.0077569826	0.0076903038	561.39		561.39
7180 Piru Cemetery	0.0009380901	0.0009380901	0.0009300263	67.89		67.89
7770 United Wtr Conservation District	0.0052210769	0.0052210769	0.0051761967	377.86		377.86
7771 United Wtr Cons Import	0.0170460000	0.0170460000	0.0168994731	1,233.67	2,240.81	2,240.81
<b>TOTAL DISTRIBUTION TO SPECIAL DISTRICTS</b>						
Balance to K-12 Schools						
2002 Uni Sch Gen Filmore	0.3379725761	0.3379725761	0.3350673750	24,459.92	24,459.92	24,459.92
<b>TOTAL DISTRIBUTION TO K - 12 SCHOOLS</b>						
Balance to Community Colleges						
2015 VTA Com College Gen	0.0563131099	0.0563131099	0.0556290443	4,075.52		4,075.52
2019 VTA College Child Ctr	0.0002910543	0.0002910543	0.0002885524	21.06	4,096.58	21.06
<b>TOTAL DISTRIBUTION TO COLLEGES</b>						
Balance to County Office of Education						
4005 Balance to County Office of Education	0.0248789710	0.0248789710	0.0246651122	1,800.55	1,800.55	1,800.55
<b>TOTAL DISTRIBUTION TO VCODE</b>						
Balance to ERAF						
4002 ERAF 92-93 Shift	0.0427500574	0.0427500574	0.0423825793	3,093.93		3,093.93
4004 ERAF 93-94 Shift	0.0991503989	0.0991503989	0.0982981054	7,175.76	10,269.69	7,175.76
<b>TOTAL DISTRIBUTION TO ERAF</b>						
<b>TOTAL DISTRIBUTION</b>	0.9916244982	0.9916244982	0.9900000000	73,000.00	73,000.00	73,000.00
	1.0086704982	1.0086704982	1.0000000000	73,000.00	73,000.00	73,000.00
	1.0086704982	1.0086704982	1.0000000000	73,000.00	73,000.00	73,000.00
<b>Non-RDA districts</b>						
6130 VC County Control Flood Zone #3	0.0002343988					
6140 VC County Control Flood Zone #4	0.0000002449					
7155 Bardsdale Cemetery	0.0015586971					
8600 Calleguas Muni Wtr	0.0001933200					
8854 Castaic Lk Wtr Agcy	0.0063875018					
8855 Antie Vally Resource Cons	0.0000001392					
<b>TOTAL DISTRIBUTION TO NON-RDA DISTRICTS</b>						
<b>TOTAL DISTRIBUTION TO ALL DISTRICTS</b>						

1.0000000000

**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA  
AGENDA REPORT**

---

**DATE:** September 11, 2014

**TO:** Oversight Board to Successor Agency

**FROM:** Donna McKendry, CEO Management Analyst

**SUBJECT:** Receive and File Resolution No. 14-12, as Executed by the Board's Chair, Regarding the Conditional Transfer of the Piru Town Square Depot Project to the County of Ventura, and the Department of Finance's (DOF) Determination Letter Approving Said Resolution

**DISCUSSION:**

At your May 8, 2014 Oversight Board meeting, your Board adopted Resolution No. 14-08 (Exhibit A), approving the transfer of the Piru Town Square Depot to the County of Ventura. At your June 12, 2014 Oversight Board meeting, staff reported that the County's General Services Agency's (GSA) deferred maintenance work on the Piru Town Square Depot had to be delayed due to the presence of birds actively nesting in the Town Square building and gazebo (see June 12, OB Meeting Agenda Item #10, "Review the Transfer of the Piru Town Square Depot and Piru Storm Drain to the County of Ventura and Take Action as Needed Thereon"). GSA estimated the birds would vacate their nests sometime in September 2014 and that the work could be done immediately thereafter.

On June 12, 2014, your Board discussed delaying the deferred maintenance and the Successor Agency's (SA) responsibility for paying for deferred maintenance in view of the pending transfers of SA property to the County. Your Board approved the transfer of the Piru Town Square Depot conditioned on the deferred maintenance of the Piru Town Square Depot taking place sometime after the birds have vacated the property, but before December 2014, along with an enforceable obligation for this purpose, in an amount not to exceed \$41,000. Your Board then directed Successor Agency staff to formalize this into a resolution and authorized the Board's Chair to review and sign it.

SA staff and counsel drafted Resolution No. 14-12 and Chair Bartels reviewed and signed said Resolution after the meeting of June 12<sup>th</sup>. (Exhibit B.) Staff then submitted the Resolution to the Department of Finance (DOF) for review and approval. On

Oversight Board  
Item No. 11  
September 11, 2014  
Page 2 of 2

June 20, 2014, the DOF issued a determination letter (Exhibit C) approving the transfer, as so conditioned.

**STAFF RECOMMENDATION:**

It is recommended that your Board review, receive, and file Resolution No. 14-12, attached as Exhibit B, as executed by your Board's Chair on June 12, 2014, and the DOF's Determination Letter, approving the conditional transfer, attached as Exhibit C.

Exhibit A – Resolution No. 14-08 Transfer of Town Square Depot  
Exhibit B – Resolution No. 14-12 Ratifying Approval of Condition of Transfer  
Exhibit C – DOF Letter dated June 20, 2014



**RESOLUTION NO. 14-08**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, APPROVING THE PROPOSED TRANSFER OF THE PIRU  
TOWN SQUARE DEPOT PROJECT TO THE COUNTY OF VENTURA AND DIRECTING  
SUCCESSOR AGENCY STAFF TO FACILITATE THE PROPOSED TRANSFER**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura was designated the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") under Health and Safety Code Section 34173(a); and

WHEREAS, on March 13, 2014, the Oversight Board received the DOF's Determination Letter approving the Successor Agency's Long Range Property Management Plan (Amended LRPMP); and

WHEREAS, pursuant to Health and Safety Code Section 34191.4, the Successor Agency shall, after approval of its LRPMP by the DOF, transfer all real property and interests in real property to the Community Redevelopment Property Trust Fund of the Successor Agency unless that property is subject to the requirements of any existing enforceable obligation; and

WHEREAS, the Piru Town Square Depot Project, Storm Drain Project, and Bank Building are not subject to the requirements of any existing enforceable obligations; and

WHEREAS, on April 10, 2014, the Oversight Board acknowledged the transfer of the Town Square Project, Storm Drain Project, and Bank Building to the Community Redevelopment Property Trust Fund of the Successor Agency by operation of law; and

WHEREAS, pursuant to Health and Safety Code Section 34191.3, once the DOF approved the Amended LRPMP, the Amended LRPMP governs and supersedes all other provisions of law relating to the disposition and use of the real property assets of the Successor Agency, including the Piru Town Square Depot Project; and

WHEREAS, the approved Amended LRPMP identified the use of the Piru Town Square Depot Project as a governmental use and for said property interest to be transferred to the County of Ventura at no cost.

NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.

2. The Oversight Board hereby adopts this Resolution 14-08, approving the proposed transfer of the Piru Town Square Depot Project to the County of Ventura at no cost.
3. The Oversight Board directs Successor Agency staff to facilitate the proposed transfer of the facility, to take action as needed therefor, and to notify the DOF of the adoption of Resolution No. 14-08.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member Christy Madden this 8<sup>th</sup> day of May 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary

**RESOLUTION NO. 14-12**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, APPROVING THE CONDITION UPON TRANSFER OF THE PIRU  
TOWN SQUARE DEPOT PROJECT TO THE COUNTY OF VENTURA AND DIRECTING  
SUCCESSOR AGENCY STAFF, UPON ACCEPTANCE OF THE TRANSFER AND THE CONDITION  
BY THE COUNTY OF VENTURA, TO IMPLEMENT THE CONDITION AFTER THE TRANSFER**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura was designated the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") under Health and Safety Code Section 34173(a); and

WHEREAS, on March 13, 2014, the Oversight Board received a Determination Letter from the Department of Finance (DOF) approving the Successor Agency's Long Range Property Management Plan (Amended LRPMP), which provides for the transfer of the Piru Town Square Depot Project to the County of Ventura; and

WHEREAS, on May 8, 2014, the Oversight Board adopted Resolution No. 14-08 (Exhibit A), approving the proposed transfer of the Piru Town Square Depot Project to the County of Ventura at no cost; and

WHEREAS, the DOF issued a Determination Letter (Exhibit B), dated May 14, 2014, approving Resolution No. 14-08 and the transfer of the Piru Town Square Depot Project to the County of Ventura at no cost; and

WHEREAS, on June 12, 2014, Successor Agency staff reported the deferred maintenance on the Piru Town Square Depot, previously approved by Resolution No. 14-06 (Exhibit C), cannot take place until early September 2014 due to birds nesting in the gazebo and depot structures; and

WHEREAS, on June 12, 2014, Successor Agency staff reported to the Oversight Board that the recommendation to transfer of the Piru Town Square Depot to the County of Ventura is scheduled to occur at the County of Ventura's Board of Supervisors' meeting on June 24, 2014; and

WHEREAS, on June 12, 2014, the Oversight Board approved adding a condition to the proposed transfer so that, upon transfer of the Piru Town Square Depot to the County of Ventura, the \$41,000, previously approved in Resolution No. 14-06, will continue to be an enforceable obligation of and paid by the Successor Agency, allowing for payment of invoices for the deferred maintenance work, as outlined in

Resolution No. 14-06, which is now set to occur after the birds vacate their nests in (approximately) September 2014; and

WHEREAS, this condition and the Successor Agency's obligations to make any payments toward the invoices for deferred maintenance work at the Piru Town Square Depot is restricted to only the work set forth and described in Resolution No. 14-06 and said obligation shall not exceed \$41,000; and

WHEREAS, the deferred maintenance work is to be completed by and all invoices submitted to the Successor Agency on or before December 31, 2014, and any residual funds from the \$41,000, not required to cover work performed and invoiced by such date will be retained by the Successor Agency.

NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. The Oversight Board hereby adopts this Resolution 14-12, approving the above-stated condition to be placed upon transfer of the Piru Town Square Depot Project to the County of Ventura upon acceptance of the transfer by the Board of Supervisors for the County of Ventura.
3. The Oversight Board directs Successor Agency staff to implement the condition after the transfer of the facility, to take action as needed therefor, and to notify the DOF of the adoption of this Resolution No. 14-12.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Bill Bartels, seconded by Member Paula Driscoll, this 12th day of June 2014.

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

Chair  
Oversight Board

ATTEST:

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

Successor Agency Secretary

**RESOLUTION NO. 14-08**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, APPROVING THE PROPOSED TRANSFER OF THE PIRU  
TOWN SQUARE DEPOT PROJECT TO THE COUNTY OF VENTURA AND DIRECTING  
SUCCESSOR AGENCY STAFF TO FACILITATE THE PROPOSED TRANSFER**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura was designated the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") under Health and Safety Code Section 34173(a); and

WHEREAS, on March 13, 2014, the Oversight Board received the DOF's Determination Letter approving the Successor Agency's Long Range Property Management Plan (Amended LRPMP); and

WHEREAS, pursuant to Health and Safety Code Section 34191.4, the Successor Agency shall, after approval of its LRPMP by the DOF, transfer all real property and interests in real property to the Community Redevelopment Property Trust Fund of the Successor Agency unless that property is subject to the requirements of any existing enforceable obligation; and

WHEREAS, the Piru Town Square Depot Project, Storm Drain Project, and Bank Building are not subject to the requirements of any existing enforceable obligations; and

WHEREAS, on April 10, 2014, the Oversight Board acknowledged the transfer of the Town Square Project, Storm Drain Project, and Bank Building to the Community Redevelopment Property Trust Fund of the Successor Agency by operation of law; and

WHEREAS, pursuant to Health and Safety Code Section 34191.3, once the DOF approved the Amended LRPMP, the Amended LRPMP governs and supersedes all other provisions of law relating to the disposition and use of the real property assets of the Successor Agency, including the Piru Town Square Depot Project; and

WHEREAS, the approved Amended LRPMP identified the use of the Piru Town Square Depot Project as a governmental use and for said property interest to be transferred to the County of Ventura at no cost.

NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.

2. The Oversight Board hereby adopts this Resolution 14-08, approving the proposed transfer of the Piru Town Square Depot Project to the County of Ventura at no cost.
3. The Oversight Board directs Successor Agency staff to facilitate the proposed transfer of the facility, to take action as needed therefor, and to notify the DOF of the adoption of Resolution No. 14-08.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member Christy Madden this 8<sup>th</sup> day of May 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary



EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

May 14, 2014

Ms. Donna McKendry, Management Analyst  
County of Ventura  
800 S. Victoria Avenue, L#1940  
Ventura, CA 93009

Dear Ms. McKendry:

Subject: Approval of Oversight Board Actions

The County of Ventura Successor Agency (Agency) notified the California Department of Finance (Finance) of its May 8, 2014 Oversight Board (OB) resolutions on May 9, 2014. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB actions.

Based on our review and application of the law, OB Resolutions 14-08 and 14-09 approving the transfer of the Piru Town Square Depot and Piru Storm Drain respectively to the County of Ventura for governmental use, are approved.

Pursuant to HSC section 34191.5, the Agency's Long-Range Property Management Plan (LRPMP) was approved by Finance on March 10, 2014. OB Resolutions 14-08 and 14-09 authorize the transfer of the parcels that have been approved on the LRPMP.

Please direct inquiries to Beliz Chappuie, Supervisor, or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,



JUSTYN HOWARD  
Assistant Program Budget Manager

cc: Ms. Mary Ann Guariento, Accounting Officer, Ventura County  
Ms. Sandra Bickford, Chief Deputy, Ventura County Auditor-Controller  
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State  
Controller's Office  
California State Controller's Office

RESOLUTION NO. 14-06

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA, STATE OF CALIFORNIA,  
AUTHORIZING THE COUNTY OF VENTURA GENERAL SERVICES AGENCY TO PERFORM DEFERRED  
MAINTENANCE WORK ON THE PIRU TOWN SQUARE FACILITY AND DIRECTING SUCCESSOR AGENCY  
SECRETARY TO REVIEW AND APPROVE WORK ORDERS AND INVOICES FOR SAID WORK**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("OB") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura became the Successor Agency to The Redevelopment Agency of the County of Ventura ("SA") and is designated as the successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the SA; and

WHEREAS, pursuant to Health and Safety Code Section 34178, a SA wishing to enter or reenter into agreements with the county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its OB; and

WHEREAS, the OB authorized the SA to enter into a memorandum of agreement ("MOA") between the County of Ventura and the SA for general maintenance and repair work at the Piru Town Square Park and Piru Bank Building, which was executed on or about May 21, 2013 (Exhibit A); and

WHEREAS, the OB authorized the SA to enter into a first amendment to the MOA between the County of Ventura and the SA to include calculated labor rates for the GSA Parks Department in the Agreement's Services Reimbursement Rate and Methodology, which was executed on or about September 17, 2013 (Exhibit B); and

WHEREAS, the OB authorized Resolution No. 14-01 (Exhibit C), authorizing GSA to enter into a second amendment to the MOA ("Second Amendment") to increase the cost of GSA services by \$41,000 pursuant to the GSA cost estimate (Exhibit D) with a not to exceed amount of \$116,000 and a condition that GSA first provide detailed information and pictures reflecting the work that needs to be done and,



in addition, to seek prior OB approval for all work exceeding the original (now, former) \$75,000 budget for the current fiscal year; and

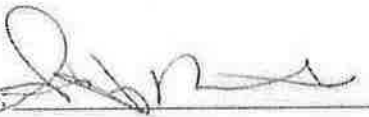
WHEREAS, on March 13, 2014, GSA provided the OB with a detailed explanation of the needed work, including photographs (Exhibit E) and testimony from the director of GSA Parks, regarding the immediate need for previously deferred maintenance work to be done as soon as feasible due to severe deterioration of the property and structures at issue; and

WHEREAS, on March 13, 2014, the OB considered such evidence and testimony from representatives and residents of Piru confirming the immediate need for such work to be done, and then determined that all such maintenance work should be done as soon as possible.

NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. GSA's request to perform the above-described maintenance work, pursuant to the Second Amendment to the MOA, as previously amended and conditioned, is hereby approved provided such work does not exceed the full amount authorized therein.
3. The OB hereby directs the Successor Agency's Secretary to review and approve the work orders and invoices for such maintenance, while ensuring that the amount expended for such work (and all other work authorized by the MOA) does not exceed the GSA MOA's fiscal-year budget.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Christy Madden, seconded by Member Matt Carroll, this 13th day of March 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN  
THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER  
REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA  
FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2013, with respect to the following:

**WHEREAS**, the SA has been and is in need of County's staff services in connection with maintenance and upkeep of the Piru Town Square and the Piru Bank Building; and

**WHEREAS**, the County has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the County; and

**WHEREAS**, the County is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide staff services to the SA at an estimated cost not to exceed \$75,000 through fiscal year 2013-14;

**NOW THEREFORE**, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2013, and to and including June 30, 2014.
2. **Scope of Services.** The County of Ventura, through its General Services Agency (GSA), shall provide services, including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA, relating to the upkeep and operation of the Piru Town Square at 664 Piru Square (formerly 3977 Center Street) and the Piru Bank Building at 3940 East Center Street, which are located in the unincorporated area of the County, in the community of Piru. GSA shall also handle all facility use agreements and film permits for the Piru Town Square and the Piru Bank Building for public, private and film industry use on behalf of the SA. Revenues collected by GSA on behalf of the SA for facility use and film permits shall be remitted to the SA.
3. **Additional Services.** SA may request additional services beyond the Scope of Services in Section 2. Agreement for provision and reimbursement of such additional services is required by both parties.
4. **Services Reimbursement Rate and Methodology.** Custodial, landscape maintenance, janitorial duties, facility repairs and general oversight services and related costs incurred shall be billed at Board of Supervisors approved contract service rates effective for the fiscal year 2013-14 term. Services and related costs of staff support and expenses related to the terms within GSA film permits and facility use agreements for the Town Square Park and Bank Building facilities shall be billed using the applicable GSA fee schedules associated with processing film permits, facility reservations and associated administrative costs. All services are in an amount estimated not to exceed \$75,000, and charged to the SA at a frequency no less than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
6. **Indemnification.** SA shall defend, indemnify, and hold harmless the County, as well as its respective officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury

MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES

(including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.

- 7. Amendment. This Agreement may only be modified or amended in writing and with the prior written consent of both parties.
8. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
9. Venue. The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
10. Entirety of Contract. This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date last signed,

COUNTY OF VENTURA, a political Subdivision of the State of California

Dated: 5/21/13

By: Steve Morgan, Chief Deputy Director, General Services Agency

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA

Dated: 5/21/13

By: Donna McKendry, Secretary, Successor Agency to the Former Redevelopment Agency of the County of Ventura

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

This is the First Amendment to a Memorandum of Agreement made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), which parties made effective July 1, 2013.

**RECITALS**

**WHEREAS**, the County entered into a memorandum of agreement ("Agreement") with the SA effective July 1, 2013 to provide services, including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA, relating to the upkeep and operation of the Piru Town Square and the Piru Bank Building, which are located in the unincorporated area of the County, in the community of Piru. The County's General Services Agency (GSA) shall also handle all facility use agreements and film permits for the Piru Town Square and the Piru Bank Building for public, private and film industry use on behalf of the SA; and

**WHEREAS**, the term of the Agreement covers the period of time from and including July 1, 2013 and to and including June 30, 2014; and

**WHEREAS**, the County is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide staff services to the SA at an estimated cost not to exceed \$75,000 through fiscal year 2013-14;

**WHEREAS**, this Agreement may only be modified or amended in writing and with the prior written consent of both Parties; and

**WHEREAS**, the Parties now wish to modify the Agreement's Services Reimbursement Rate and Methodology to include the County's calculated labor rates for GSA Parks Department for FY 2013-14 using a methodology consistent with the labor rate development for other GSA budget units (Exhibit 1 hereto). Any work performed by GSA Parks Department staff on behalf of the SA will be in accordance with the rates set forth in Exhibit 1.

**NOW THEREFORE**, based upon the above stated recitals of fact and on the following terms and conditions the parties agree as follows:

1. The Agreement is hereby amended to include the GSA Parks Department rates, as set forth in Exhibit 1.
2. Except as modified hereby, all other terms and conditions of the Parties' prior Agreement, dated July 1, 2013, shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment is executed by the Parties hereto as of the date last signed and made effective July 1, 2013.

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

COUNTY OF VENTURA, a political  
Subdivision of the State of California

Dated: 9/16/13

By:   
Paul S. Grossgold  
Director  
General Services Agency

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: 9/17/13

By:   
Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura



RESOLUTION NO. 14-01

RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, AUTHORIZING THE SUCCESSOR AGENCY TO ENTER INTO A SECOND  
AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF VENTURA  
GENERAL SERVICES AGENCY AND SUCCESSOR AGENCY TO INCREASE THE NOT TO EXCEED AMOUNT  
FOR COST OF GSA SERVICES TO \$116,000 AND DIRECT SUCCESSOR AGENCY SECRETARY TO SIGN  
AMENDMENT

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, Including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012 such that the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") shall be designated as successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; and

WHEREAS, pursuant to Health and Safety Code Section 34178, a successor agency wishing to enter or reenter into agreements with the county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its oversight board; and

WHEREAS, the Oversight Board authorized the Successor Agency to enter into a memorandum of agreement ("MOA") between the County of Ventura and the Successor Agency for general maintenance and repair work at the Piru Town Square Park and Piru Bank Building, which was executed on or about May 21, 2013 (Exhibit A); and

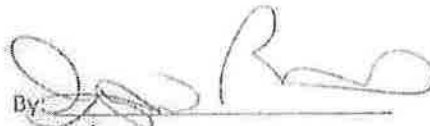
WHEREAS, the Oversight Board authorized the Successor Agency to enter into a first amendment to the MOA between the County of Ventura and the Successor Agency to include calculated labor rates for the GSA Parks Department in the Agreement's Services Reimbursement Rate and Methodology, which was executed on or about July 1, 2013 (Exhibit B); and

WHEREAS, the Successor Agency wishes to enter into a second amendment to the MOA ("Second Amendment") to increase the cost of GSA services by \$41,000 to a not to exceed amount of \$116,000 (Exhibit D).

NOW, THEREFORE BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. The Second Amendment is hereby approved.
3. The Oversight Board delegates to the Successor Agency's Secretary the authority to prepare and sign the Second Amendment.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member Christy Madden, this 13<sup>th</sup> day of February 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary





# Job Order Contract Customer Approval/Requisition Form

**Date:** August 27, 2013

**To:** Donna McKendry, Management Analyst II

**From:** Glenn Hemme, Manager, GSA Projects Group

**Re:** Piru Park Building & Gazebo Exterior Painting  
Work Order Number - J14950B  
Location - Piru Train Station

**Brief Scope:** Paint exterior surfaces of the Piru Train Station and Gazebo.

Dear Donna McKendry:

By signing in the space provided below, you, as an authorized signature authority for your budget are approving GSA Projects Group to proceed with the project as noted. Additionally, you are giving GSA your approval to authorize the necessary paperwork to cause an encumbrance of the funding and the making of payments to the vendor against the accounts identified below.

Construction Costs: \$37,713.94      Project Management Costs @9.90%: \$3,733.68      Total Project Cost: \$41,447.62

Prepared by:

Client Contact: Donna McKendry, Management Analyst II

*Michael Sterling*      8-27-13  
 Michael Sterling, Project Manager      Date

Reviewed by:

MTM Construction Inc  
 Vendor Name

*Glenn Hemme*      8/27/13  
 Glenn Hemme, Manager, GSA Projects Group      Date

Funding Approved by:

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print Name)

2014A/7112/J14950B  
 Contract Code/PG Number

I HEREBY CERTIFY THAT FUNDS FOR THIS PURCHASE WERE AUTHORIZED AND PROVIDED IN THE CURRENT COUNTY BUDGET

Agency Fund#	Agency	Budget Unit#	Object#	Activity#	Job#
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## Job Order Contract Detailed Scope of Work

**Date:** August 26, 2013

**Project:** J14950B  
Piru Park Building & Gazebo Exterior Painting

**Location:** Piru Train Station

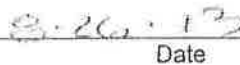
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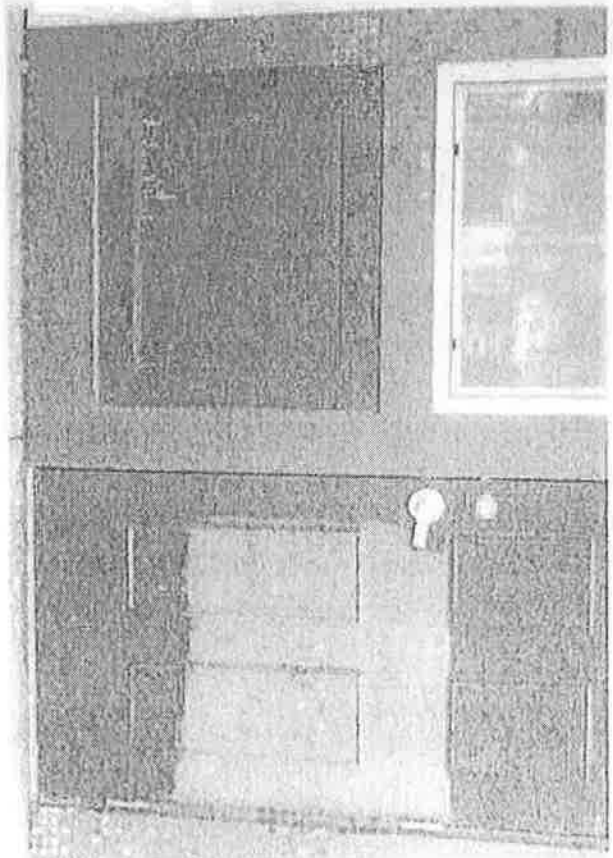
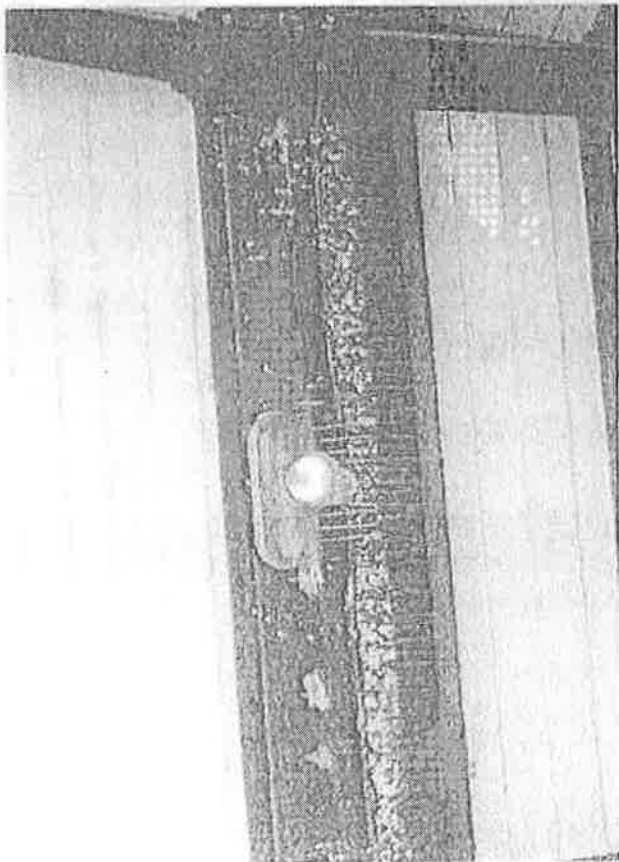
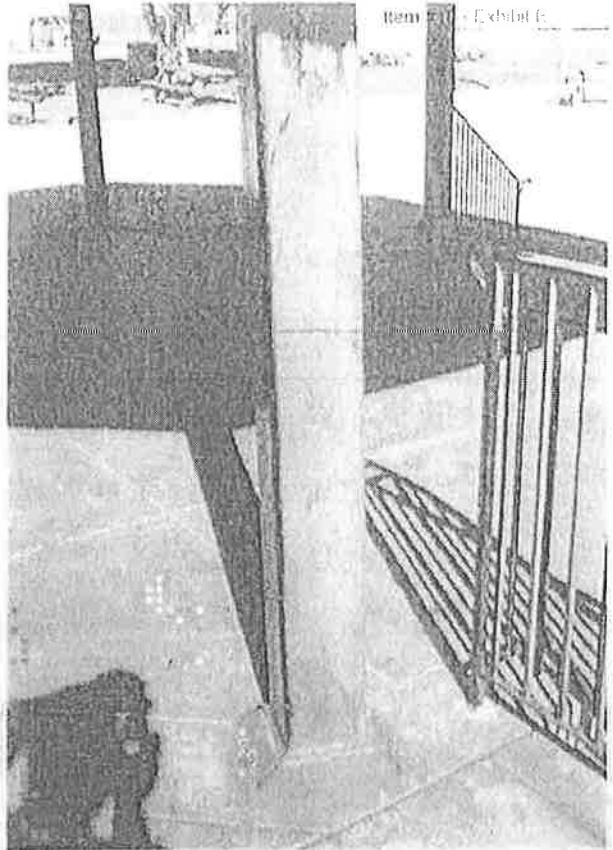
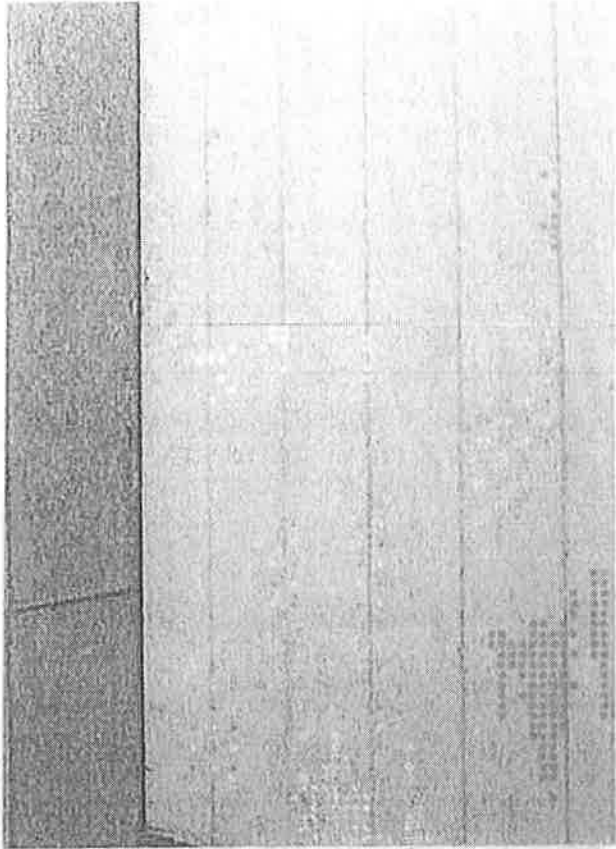
### Detailed Scope of Work

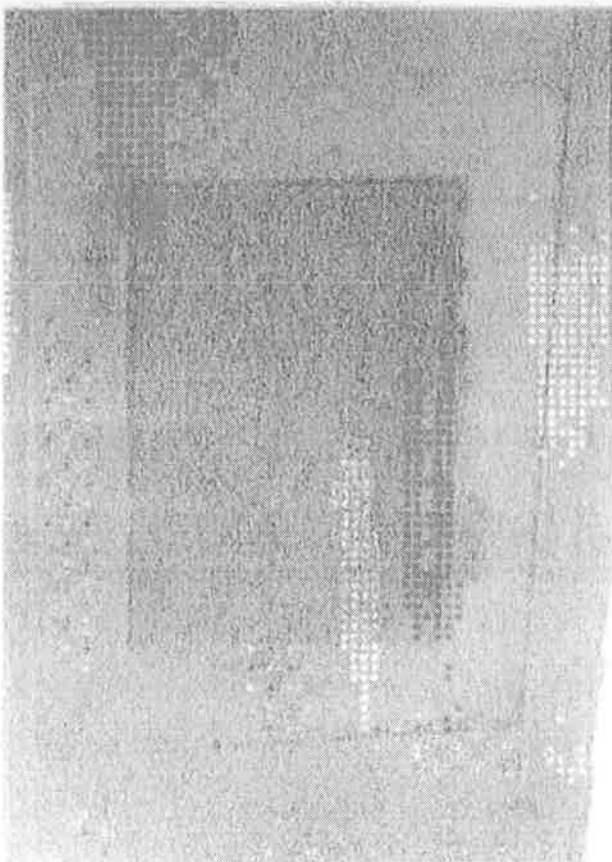
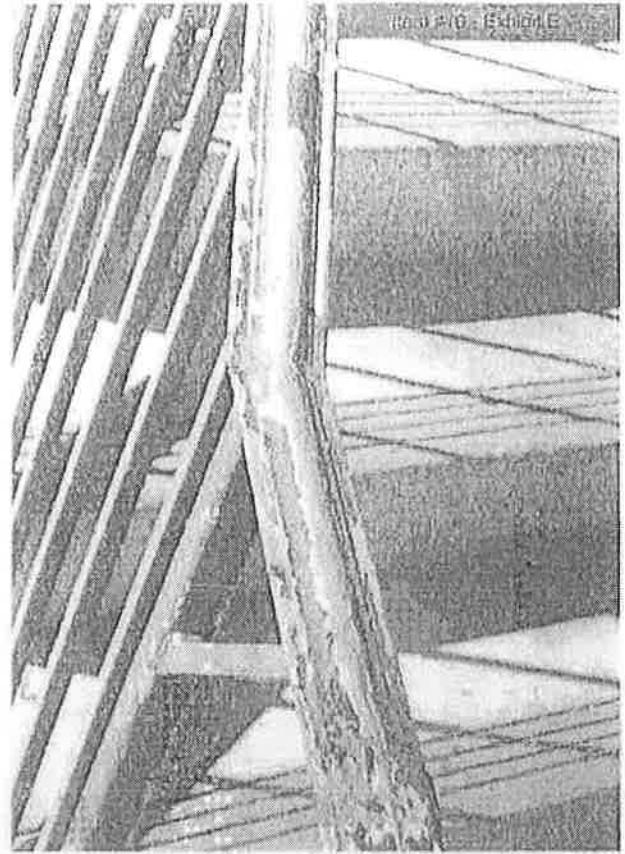
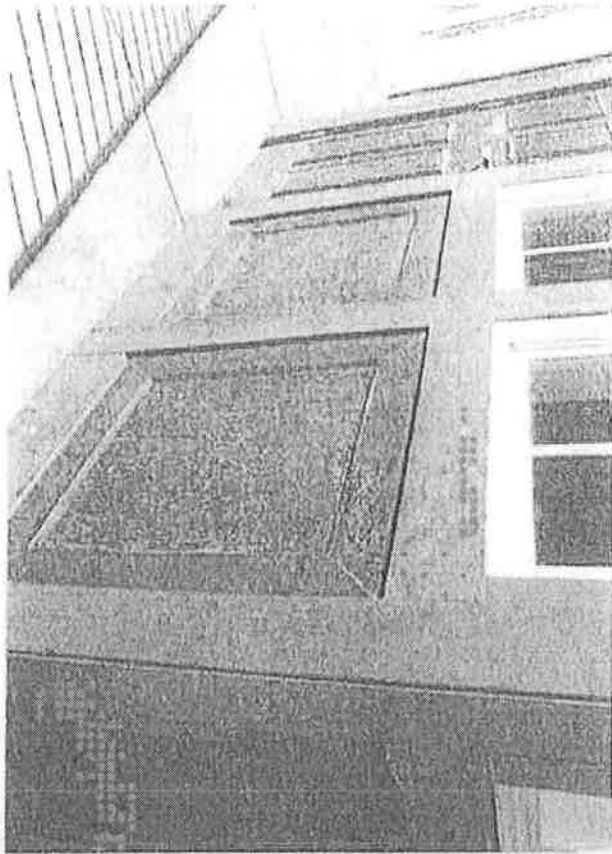
Paint exterior surfaces of the Piru Train Station and Gazebo. This shall include but is not limited to the following:

1. Train Station Exterior.
2. Gazebo Exterior.
3. All Railings.
4. Remove bottom turnouts of downspouts and cut 1/2 round opening at bottom.
5. All man doors to be painted on all sides.
6. Chain Link Cage around A/C unit to be painted.
7. Remove/Replace Center Recessed Panels with primed exterior glued plywood and re-installed with adhesive on backs to prevent warpage.

  
Glenn Hemme, Manager, GSA Projects Group

  
Date







June 20, 2014

Ms. Donna McKendry, Management Analyst  
County of Ventura  
800 S. Victoria Avenue, L#1940  
Ventura, CA 93009

Dear Ms. McKendry:

Subject: Approval of Oversight Board Action

The County of Ventura Successor Agency (Agency) notified the California Department of Finance (Finance) of its June 12, 2014 Oversight Board (OB) resolution on June 13, 2014. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution 14-12, approving the condition upon transfer of the Piru Town Square Depot Project to the County of Ventura, is approved.

The transfer of the property was previously authorized and approved in Finance's determination letter dated May 14, 2014. The OB resolution is adding a condition to the transfer that previously approved \$41,000 in maintenance costs shall continue to be an enforceable obligation paid by the Agency and be completed on or before December 31, 2014. The maintenance cannot take place until September 2014 due to birds nesting in the gazebo and depot structures.

Please direct inquiries to Beliz Chappuie, Supervisor, or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,



for  
JUSTYN HOWARD

Assistant Program Budget Manager

cc: Ms. Mary Ann Guariento, Accounting Officer, Ventura County  
Ms. Sandra Bickford, Chief Deputy, Ventura County Auditor-Controller  
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State  
Controller's Office  
California State Controller's Office

**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA  
AGENDA REPORT**

---

**DATE:** September 11, 2014

**TO:** Oversight Board to Successor Agency

**FROM:** Donna McKendry, CEO Management Analyst

**SUBJECT:** Receive and File the County of Ventura Board of Supervisors' Minute Order, Dated June 24, 2014, Documenting the County of Ventura's Approval and Acceptance of the Transfers from the Successor Agency (SA) of the Piru Town Square Depot Improvements to the General Services Agency Parks Department and of the Piru Storm Drain to the Public Works Agency Transportation Department

**DISCUSSION:**

After your Board approved the transfer of the Piru Town Square Depot and the Piru Storm Drain to the County of Ventura, through adoption of Resolutions No. 14-08, No. 14-09 and No. 14-12, SA staff worked with the Clerk of the Board of Supervisors of the County of Ventura to facilitate the transfers. To that end, a Board Letter (Exhibit B) was submitted for the Board of Supervisor's review and approved at its June 24, 2014 meeting (Agenda Item 10). The County's Board of Supervisors voted unanimously to accept the transfers. The Board's Minute Order (Exhibit A), dated June 24, 2014, is official documentation that this action took place and that the County officially accepted transfer from the SA of the two assets, effective June 24, 2014.

**FISCAL IMPACT:**

No fiscal impact.

**RECOMMENDATION:**

It is recommended that your Board receive and file the Minute Order, dated June 24, 2014 (Exhibit A) and Board Letter (Exhibit B).

Exhibit A – Minute Order

Exhibit B – Board Letter



BOARD MINUTES  
BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

SUPERVISORS STEVE BENNETT, LINDA PARKS,  
KATHY I. LONG, PETER C. FOY AND JOHN ZARAGOZA  
June 24, 2014 at 8:30 a.m.

CONSENT – COUNTY EXECUTIVE OFFICE – Approval of the Acceptance of the Transfer of the Piru Town Square Depot Improvements from the Successor Agency of the Former Redevelopment Agency of the County of Ventura to the General Services Agency - Parks Department and the Piru Storm Drain to the Public Works Agency - Transportation Department from the Successor Agency to the Former Redevelopment Agency; and Authorization for the County Executive Officer, or His Designee, to Prepare and Execute, After County Counsel Review, Any Documents Needed to Complete the Transfers.

- (X) All Board members are present.
  
- (X) Upon motion of Supervisor Foy, seconded by Supervisor Bennett, and duly carried, the Board hereby hears Consent Agenda Item 10 as a Regular Agenda Item.
  
- (X) The following person is heard: Ron Van Dyck.
  
- (X) Upon motion of Supervisor Parks, seconded by Supervisor Long, and duly carried, the Board hereby approves staff recommendations as stated in the Board letter as modified; with a Revised Board Letter and Exhibit 6.

By:

A handwritten signature in black ink, appearing to read "Brian Palmer".

Brian Palmer  
Chief Deputy Clerk of the Board

# county of ventura

COUNTY EXECUTIVE OFFICE  
MICHAEL POWERS  
County Executive Officer

**J. Matthew Carroll**  
Assistant County Executive Officer

**Paul Derse**  
Assistant County Executive Officer/  
Chief Financial Officer

**Catherine Rodriguez**  
Assistant County Executive Officer/  
Labor Relations & Strategic Development

**Kelly Shirk**  
Director Human Resources

June 24, 2014

Board of Supervisors  
County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

**SUBJECT:** Accept from the Successor Agency to the Former Redevelopment Agency of the County of Ventura the Transfer of the Piru Town Square Depot Improvements to the General Services Agency Parks Department and the Piru Storm Drain to the Public Works Agency Transportation Department; Authorize the County Executive Officer, or Designee, to Prepare and Execute, After County Counsel Review, Any Documents Needed to Complete the Transfers

**RECOMMENDATIONS:**

It is recommended that your Board:

1. Accept, as discussed and conditioned herein, from the Successor Agency to the former Redevelopment Agency of the County of Ventura (a) the transfer of the Piru Town Square Depot (Town Square) improvements to the General Services Agency – Parks Department (GSA-Parks) and (b) the Piru Storm Drain (Storm Drain) to the Public Works Agency – Transportation Department (PWA-Transportation).
2. Authorize the County Executive Officer, or designee, to prepare and execute, after County Counsel review, any documents needed to complete the transfers.

**FISCAL/MANDATES IMPACT:**

1. Fiscal/Mandates Impact of the Town Square Transfer

Mandatory:	No
Source of Funding:	GSA-Parks Enterprise and General Fund
Funding Match Required:	None
Impact of Other Departments:	Significant Impact (see Narrative, below)



Board of Supervisors  
June 24, 2014  
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Summary of Revenues and Costs	FY 2013-14		FY 2014-15	
Revenue:	\$	37,550	\$	97,771
Costs:				
Direct	\$	37,550	\$	97,771
Indirect-Dept	\$	0	\$	0
Indirect- County CAP	\$	0	\$	0
Net Costs	\$	0	\$	0
Recovered Indirect Costs	\$	0	\$	0

	Adopted Budget	Adjusted Budget	Projected Actual	Estimated Savings/(Deficit)
Appropriations	\$ 3,230,094	\$ 3,262,872	\$ 3,343,110	\$ (80,238)
Revenue	\$ 3,212,879	\$ 3,212,879	\$ 3,757,808	\$ 544,929
Operating Gain <Loss>	\$ (17,215)	\$ (49,993)	\$ 414,698	\$ 464,691

\* The table above includes interest earnings, interest expense, and contributions.

Narrative Explanation: Beginning in November 2013 GSA-Parks began operating and maintaining the Town Square on behalf of the Successor Agency pursuant to a Memorandum of Agreement (MOA). As long as the Town Center is owned by the Successor Agency, the MOA provides for the Successor Agency to pay for costs incurred in operating and maintaining the facility so that there is no net cost to GSA-Parks. The transfer of the Town Square improvements to GSA-Parks would occur at no initial cost to the Successor Agency or the County of Ventura. Once the Town Center has been transferred to GSA-Parks, the costs of operating and maintaining the facility will be the sole responsibility of GSA-Parks; reimbursement from the Successor Agency will discontinue, with the exception of certain funds the Successor Agency has agreed to pay for the deferred maintenance, specified below. The annual upkeep and operational costs are estimated to be \$56,323 which will be primarily paid by contributions from the General Fund with any shortfall paid from GSA-Parks' operating revenue. During fiscal year 2014-15 GSA-Parks will complete a \$41,448 deferred maintenance painting project, which will be funded by the Successor Agency, even if the property has already been transferred to the County.

As part of the financing of the construction of the Town Square project in 2001, the United States Department of Agriculture issued a 2002 Tax Allocation Bond, Series (A), to the former Redevelopment Agency of the County of Ventura (RDA). The bond amount is \$750,000, the loan date is August 15, 2002, and the maturity date is July 1, 2017. As confirmed by the State Department of Finance (DOF), payment of the \$750,000 bond will continue to be an enforceable obligation of the Successor Agency, which will retain full responsibility to timely make all bond payments through their

Board of Supervisors  
 June 24, 2014  
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maturity date (July 1, 2017). The Town Square property is not collateral for the bond debt; the bond debt is secured solely by state tax revenue, which continues under the provisions of 2011's Assembly Bill x1 26, the RDA dissolution law (ABx1 26). Thus, the transfer of the Town Square, if accepted by your Board, will not include the transfer of the bond debt.

All other costs, including ongoing maintenance and any facility improvements costs, will become the permanent and sole responsibility of the County of Ventura. GSA-Parks has been preparing for the transfer of this asset. After transfer of the asset, GSA-Parks will continue to evaluate the fiscal impact to its budget and take actions to secure budget allocations for such costs, as required.

The cost of the 2001 Town Square improvements was \$1,677,085. In 2007, the Town Square building and gazebo improvements were valued, for insurance purposes, at \$1,672,889 (the 2007 Property Valuation). (The value of the land is not included because the RDA did not acquire a fee interest in the property.) Since insurance companies generally value improvements at the higher end of the fair market value range (so property is not underinsured), the Successor Agency estimates that the current value of the Town Square improvements is no more than \$1,672,889. Due to the ongoing soft real estate market and generally weak economy, including significantly depressed real property values in the Piru area, the 2007 Property Valuation is also the estimated current fair market value.

## 2. Fiscal/Mandates Impact of the Storm Drain Transfer

Mandatory:	No
Source of Funding:	Road Fund
Funding Match Required:	None
Impact of Other Departments:	Minimal Impact

Summary of Revenues and Costs	FY 2013-14		FY 2014-15	
Revenue:	\$	0	\$	0
Costs:				
Direct	\$		\$	20,000
Indirect-Dept	\$	0	\$	0
Indirect- County CAP	\$	0	\$	0
Net Costs	\$	0	\$	20,000
Recovered Indirect Costs	\$	0	\$	0

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Current FY 2013-14 Budget Projection for Road Fund Org 6150				
	Adopted Budget	Adjusted Budget	Projected Actual	Estimated Savings/(Deficit)
Appropriations	\$40,447,300	\$45,859,323	\$36,116,600	\$9,742,723
Revenue	\$28,933,500	\$28,933,500	\$26,112,700	\$(2,820,800)
Net Cost	\$11,513,800	\$16,925,823	\$10,003,900	\$6,921,923

Narrative Explanation: The transfer of the Storm Drain to PWA-Transportation would occur at no initial cost to the Successor Agency or County. On a periodic basis, storm drain systems need to be cleaned out. Upon inspection, PWA-Transportation has determined the Piru Storm Drain is due for this maintenance. It is estimated to cost \$20,000 to rent 2 water tanker trucks (one for water supply and one for recovery), purchase water and crew the 2-3 day effort. Appropriations are available in the FY 2014-2015 Road Fund Budget.

In 2008, the cost of construction of the Storm Drain was \$940,780. As part of the financing, the United States Department of Agriculture issued a 2008 Tax Allocation Bond, Series A, to the RDA. The bond amount is \$750,000, the original loan date was July 24, 2008, and the maturity date is July 1, 2038. The \$190,780 balance of the original costs of construction was paid with County CDBG funds.

As also confirmed by the DOF, the Tax Allocation Bond associated with the Storm Drain will continue to be an enforceable obligation of the Successor Agency, which will retain full responsibility to timely make all payments due on the bonds through their maturity date (July 1, 2038). The Storm Drain property is not collateral for the bond debt; the bond debt is secured solely by state tax revenue. Thus, the transfer of the Storm Drain, if accepted by your Board, will not include the transfer of the bond debt.

All other costs, including maintenance and facility improvements costs, will become the permanent and sole responsibility of the County. PWA-Transportation is taking the necessary steps to accommodate the transfer of this asset. After transfer of the asset, PWA-Transportation will continue to evaluate the fiscal impact to its budget and take necessary action as required.

The Storm Drain was capitalized on April 13, 2009. Its accumulated depreciation is \$39,663.28 and the current depreciated Net Book Value (NBV, carrying value, or current value) is \$901,116.69 as of March 31, 2014.

## DISCUSSION

Under the dissolution provisions of ABx1 26, effective February 1, 2012, all assets, properties, contracts, leases, records, buildings and equipment of the former

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redevelopment agencies were transferred to the control of successor agencies with oversight boards overseeing and taking action on behalf of such successor agencies.

Oversight boards are required by ABx1 26 to expeditiously dispose of all assets funded by tax increment while maximizing their value. The Oversight Board for the County's Successor Agency, at its May 8, 2014 meeting, adopted two resolutions directing staff to request acceptance by your Board of transfers of the Town Square (see Exhibit 1, pp. 41-42) and the Storm Drain (see Exhibit 1, pp. 43-44) to the County. These transfers have been approved by the DOF (Exhibit 2).

The transfer of the Storm Drain will be effective upon acceptance by your Board.

On June 12, 2014, the Oversight Board approved Resolution No. 14-12 (Exhibit 6) conditioning the transfer of the Town Square upon payment by the Successor Agency of up to \$41,000 for deferred maintenance approved by the Successor Agency and the DOF in March 2014 (see Oversight Board Resolution No. 14-6, which is Exhibit C to Exhibit 6 hereto). Resolution No. 14-12 provides that, upon transfer of the Town Square to the County, the \$41,000 amount previously approved by the Successor Agency's and made a part of its contract with General Services Agency will remain an enforceable obligation of and the cost of the deferred maintenance will be paid by the Successor Agency. This was done to allow for payment of invoices for the deferred maintenance by the Successor Agency, which recognized its obligation to pay for such maintenance work, as outlined and approved by the Oversight Board (and the DOF) in Resolution No. 14-06, adopted on March 13, 2014 (Exhibit C to Exhibit 6). This deferred maintenance work was planned and anticipated to have been finished before transfer of the Town Square asset to the County but had to be delayed until after certain birds located at the Town Square vacate their nests, which is anticipated to occur in September 2014. The DOF has just informed the Successor Agency that it intends to review Resolution No. 14-12, and that it will not issue a final determination until sometime within 40 days of June 17, 2014. Assuming the DOF approves Resolution No. 14-12, the transfer of the Town Square will be effective upon the date of its approval. If it requests any changes, the Oversight Board will have to address the DOF's determination and the transfer will be revisited with your Board at that time.

### **Piru Town Square Depot**

In 1995, your Board adopted Ordinance No. 4090, approving the Piru Community Enhancement Plan that identified private and public improvements that would lead to the economic revitalization of the community of Piru. Key to this plan was the development of a Town Square facility, located along the Santa Paula Branch railroad right-of-way on either side of Piru's commercial downtown. The Town Square building was intended to be leased to a business and the grounds used by the community for special events and community activities that would bring customers to the commercial downtown area. One of the requirements for obtaining the original U.S. Economic Development Administration grant funding was to make the building available for use by private enterprise, thus encouraging job creation and economic revitalization. The 1,002-square-foot retail/community building was designed to provide two retail rooms

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Page 6 of 7

(approximately 300 square feet each), with the balance of the building's floor area allotted to four single-use toilets, a water fountain, a plumbing maintenance gallery and a small storage area. The latter four elements are accessed from outside the building, making the restrooms available to the public

The Town Square property is located at 664 Piru Square (formerly 3977 East Center Street), Piru, CA 93040, APN 056-0-102-160 and APN 056-0-060-220. The fee owner of the real property is the Ventura County Transportation Commission (VCTC). On July 1, 1997, the VCTC entered into a Property Management and Assignment of Rents Agreement (Exhibit 3) with the County of Ventura, giving the County the right to construct and make improvements to the property for uses allowed by the County's General Plan and VCTC's Master Plan. VCTC appointed the County as its agent to lease the property to any party for all allowed and permitted uses and to manage all existing and future leases. A "Certificate as to Project Site, Rights-Of-Way, and Easements" agreement (Exhibit 4) was signed by the architects for the Town Square Project on February 15, 2002, and the attorney for VCTC on March 24, 2002. The certificate stated that the Town Square project was being constructed by the RDA. Thus, the RDA's interest in the property, and the interest to be transferred by the Successor Agency to the County, is limited to the Town Square improvements.

### **Piru Storm Drain**

The small town of Piru lies on the sloping base of a rugged mountainous region. Runoff from the mountains contains considerable debris and silt. The existing drainage facilities within this area consist of open drainage courses, debris basins, box culverts and a limited number of covered storm drain lines. A 1971 engineering study determined that the number of storm drains in Piru were insufficient for the annual storm runoffs and were either undersized or at capacity. At that time, it was estimated that the cost for necessary repairs and improvements to the drainage system would be \$2,277,000. Since then, the town has doubled in size. During rainy seasons, storm drain capacities are generally inadequate to intercept the amount of flow coming from the mountains. This results in slope erosion, surface water contamination and the routine flooding of low areas in the town. The only improvements done to the storm drains since 1971 occurred in 1998 when approximately 2800 linear feet were repaired.

The RDA identified a specific area in Piru that experienced yearly flooding that caused damage to homes and flooding of streets. The area is along Main, Orchard, and Center streets. The area was served by a 12" diameter storm drain that was installed more than 50 years ago. This drain was undersized for the calculated flows from this drainage area.

In addition, a debris basin at the top of Orchard Street had no outlet so it would rapidly fill up and overflow onto both Orchard and Main streets during rain events which contributed to the flooding. The RDA determined that increasing storm drain capacity in this area and adding an inlet at the debris basin would mitigate the flooding problems.

Board of Supervisors  
June 24, 2014  
Page 7 of 7

Fixing the flooding problem was done to provide a safer and more sanitary living environment for the residents of Piru.


The Storm Drain was constructed on property not acquired or owned by the RDA. Instead, the RDA acquired an easement which gave it the right to use the land for public road purposes. The final Storm Drain, Project Specification No. CP08-02, Project No. 05022, lies in that road right of way, under Main, Orchard and Center streets in Piru (see Exhibit 5 – Storm Drain Map). The Storm Drain includes construction of approximately 2,100 feet of 36" and 48" diameter concrete storm drain lines, which are independent of existing lines, with a catch basin installed along the full length of the drainpipe. Ten inlets and an inlet structure at the debris basin are included. The County is the owner of an easement over the described real property. The RDA built the Storm Drain as a public utilities improvement for the Piru area.

### RECOMMENDATION

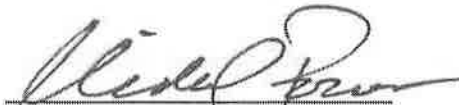
Staff recommends that your Board accept the proposed transfers, as conditioned herein, of the Town Square and Storm Drain from the Successor Agency.

This letter has been reviewed by the Auditor-Controller's Office, General Services Agency, Public Works Agency and reviewed and approved as to form by County Counsel. If you have any questions, please contact Christy Madden at 654-2679 or Donna McKendry at 654-2876.

Sincerely,



CHRISTY MADDEN  
Deputy Executive Officer



MICHAEL POWERS  
County Executive Officer

- Exhibit 1 - Oversight Board Letter to the County Requesting Acceptance of Transfers
- Exhibit 2 - DOF Approval of Resolutions to Transfer
- Exhibit 3 - VCTC Agreement
- Exhibit 4 - Certificate – Right of Way – Easement Agreement
- Exhibit 5 - Storm Drain Map
- Exhibit 6 - Successor Agency Oversight Board Resolution No. 14-12

c: Successor Agency to the Former Redevelopment Agency of Ventura County

## OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA

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May 8, 2014

County of Ventura  
Board of Supervisors  
Hall of Administration L#1940  
800 South Victoria Avenue  
Ventura, CA 93009

Board of Supervisors:

Under the redevelopment dissolution provisions of ABx1 26, effective February 1, 2012, all assets, properties, contracts, leases, records, buildings and equipment of former redevelopment agencies were transferred to the control of successor agencies with oversight boards overseeing the actions of successor agencies.

Oversight boards are required by ABx1 26 to expeditiously dispose of all assets funded by tax increment while maximizing their value. To do so, the Department of Finance (DOF) requires the submission of a Long Range Property Management Plan (LRPMP) and their subsequent approval of said plan. In August, 2013, the Oversight Board of the former Redevelopment Agency of the County of Ventura authorized the submission of the LRPMP to the DOF and in February, 2014, authorized the submission of an Amended LRPMP (Exhibit A). The DOF issued a Determination Letter on March 13, 2014, approving the Amended LRPMP (Exhibit B).

Pursuant to Health and Safety Code Section 34191.3, once the DOF approves the LRPMP, the LRPMP governs and supersedes all other provisions of law relating to the disposition and use of the real property assets of the Successor Agency.

The approved Amended LRPMP includes three properties: the Piru Town Square Depot, the Piru Storm Drain and the Piru Bank Building. The LRPMP requires the identification of the use or disposition of each property which could include: the retention of property for governmental use, the retention of property for future development, the sale of the property or the use of the property to fulfill an enforceable obligation. The approved Amended LRPMP identified the use of the Piru Town Square Depot and the Storm Drain as "governmental use" and recommends that the said property interest be transferred to the County of Ventura at no cost. The Bank Building was identified as commercial use and will be sold with net proceeds distributed to the taxing entities.

Board of Supervisors  
May 8, 2014  
Page 2 of 3

The Piru Town Square Depot is located at 664 Piru Square. It is on a seven acre parcel with 1,002 square feet of building space (includes restrooms and 630 square foot leased retail space), water fountain, a 464 square foot gazebo and children's playground along the operating portion of the Santa Paula Branch Line (Railroad) in Piru. The fee owner of the real property is the Ventura County Transportation Commission (VCTC). On July 1, 1997, the VCTC entered into a Property Management and Assignment of Rents Agreement with the County of Ventura, giving the County the right to construct and make improvements to the property for uses allowed by the County's General Plan and VCTC's Master Plan. VCTC appointed the County as its agent to lease the property to any party for all allowed and permitted uses and to manage all existing and future leases. A "Certificate As To Project Site, Rights-Of-Way and Easements" agreement was signed by the architects for the Town Square Project on February 15, 2002 and the attorney for VCTC on March 24, 2002. The certificate stated that the Piru Town Square project was being constructed by the County of Ventura Redevelopment Agency (RDA). The construction contract was awarded to Gerstenberger Construction Corporation, on October 23, 2001. Construction was completed in December, 2002, and the Notice of Completion was issued on March 12, 2003.

On October 23, 2001, the estimated cost of construction of the Piru Town Square improvements built by the RDA was \$1,375,000. The RDA's interest in the property is limited to these improvements. The value of the land is not included because the RDA did not purchase a fee interest in the property. The Ventura County Transportation Corporation (VCTC), a separate legal entity, owns the fee interest in the land. As identified in the LRPMP, the Successor Agency estimates that the current value of the improvements is approximately \$1,672,889.

As part of the financing of the project, the United States Department of Agriculture issued a 2002 Tax Allocation Bond, Series (A), to the Redevelopment Agency of the County of Ventura. The bond amount is \$750,000, the loan date is August 15, 2002, and the maturity date is July 1, 2017. The transfer of the Piru Town Square to the County of Ventura does not include the transfer of the bond debt. The Successor Agency will retain the bond debt which will continue to be paid through tax revenue until its maturity date.

The Piru Storm Drain is located in the road right of way under Main, Orchard and Center Streets in the town of Piru. The Storm Drain includes construction of approximately 2100' of 36" and 48" diameter concrete storm drain that is independent of existing lines with a catch basin installed along the full length of the drainpipe. Ten inlets and an inlet structure at the debris basin are included. The storm drain was constructed on property not acquired or owned by the Redevelopment Agency. The RDA acquired an easement which gave it the right to use the land for public road purposes. The County of Ventura is the owner in fee of the easement over the described real property. The former Redevelopment Agency (RDA) decided to build the Piru Storm Drain as a public utilities



Board of Supervisors  
May 8, 2014  
Page 3 of 3

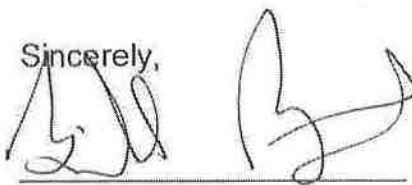
improvement for the Piru area. A contract to construct the Piru Storm Drain was awarded to Sierra Cascade Construction, Inc., on June 3, 2008, and a Notice of Completion was issued on April 13, 2009.

In 2008, the cost of construction of the Piru Storm Drain was \$940,779.97. It was capitalized on April 13, 2009. Accumulated depreciation is \$30,246.51. The current depreciated Net Book Value (NBV, carrying value, or "current value") is \$910,533.46.

As part of the financing, the United States Department of Agriculture issued the RDA a 2008 Tax Allocation Bond, Series A. The bond amount is \$750,000, the loan date is July 24, 2008, and the maturity date is July 1, 2038. Similar to the Town Square bond debit, the transfer of the Piru Storm Drain to the County of Ventura does not include the transfer of the bond debt. The Successor Agency will retain the bond debt which will continue to be paid through tax revenue until its maturity date.

At its May 8, 2014 meeting, the Oversight Board for the County of Ventura's Successor Agency authorized the transfer of two assets, the Piru Town Square Depot and the Piru Storm Drain, to the County of Ventura (Exhibit C and Exhibit D) at no cost to either the County or the Successor Agency. If accepted by your Board of Supervisors, all future costs, including maintenance and facility improvements costs, would become the permanent and sole responsibility of the County of Ventura.

The Oversight Board hereby requests that the County of Ventura accept the proposed transfers of the Piru Town Square Depot and Piru Storm Drain for governmental purposes upon the terms discussed herein.

Sincerely,  


BILL BARTELS  
Chair, Oversight Board

- Exhibit A – DOF Approved Amended LRPMP
- Exhibit B – DOF Determination Letter Accepting the Amended LRPMP
- Exhibit C – Resolution No. 14-08
- Exhibit D – Resolution No. 14-09

c: Successor Agency to the Former Redevelopment Agency of the County of Ventura



## LONG-RANGE PROPERTY MANAGEMENT PLAN CHECKLIST

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**Instructions:** Please use this checklist as a guide to ensure you have completed all the required components of your Long-Range Property Management Plan. Upon completion of your Long-Range Property Management Plan, email a PDF version of this document and your plan to:

Redevelopment\_Administration@dof.ca.gov

The subject line should state "[Agency Name] Long-Range Property Management Plan". The Department of Finance (Finance) will contact the requesting agency for any additional information that may be necessary during our review of your Long-Range Property Management Plan. Questions related to the Long-Range Property Management Plan process should be directed to (916) 445-1546 or by email to [Redevelopment\\_Administration@dof.ca.gov](mailto:Redevelopment_Administration@dof.ca.gov).

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Pursuant to Health and Safety Code 34191.5, within six months after receiving a Finding of Completion from Finance, the Successor Agency is required to submit for approval to the Oversight Board and Finance a Long-Range Property Management Plan that addresses the disposition and use of the real properties of the former redevelopment agency.

### GENERAL INFORMATION:

Agency Name: **Successor Agency to the Former Redevelopment Agency of the County of Ventura**

Date Finding of Completion Received: 4/26/2013 (Exhibit A)

Date Oversight Board Approved LRPMP: 8/8/13 (original) and 2/13/14 (amended) (Exhibit B)

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### Long-Range Property Management Plan Requirements

For each property the plan includes the date of acquisition, value of property at time of acquisition, and an estimate of the current value.

Yes  No

For each property the plan includes the purpose for which the property was acquired.

Yes  No

For each property the plan includes the parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

Yes  No

For each property the plan includes an estimate of the current value of the parcel including, if available, any appraisal information.

Yes  No

For each property the plan includes an estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

Yes  No

For each property the plan includes the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

Yes  No

For each property the plan includes a description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

Yes  No

For each property the plan includes a brief history of previous development proposals and activity, including the rental or lease of the property.

Yes  No

For each property the plan identifies the use or disposition of the property, which could include 1) the retention of the property for governmental use, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation.

Yes  No

The plan separately identifies and list properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.

Yes  No

## ADDITIONAL INFORMATION

- If applicable, please provide any additional pertinent information that we should be aware of during our review of your Long-Range Property Management Plan.

See Oversight Board Resolution No. 13-06 from 8/8/13 Oversight Board meeting and discussion of various properties in Long-Range Property Management Plan submitted by Successor Agency Staff.

See Oversight Board Resolution No. 14-02 from 2/13/14 Oversight Board meeting for the approved amended Long-Range Property Management Plan.

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Agency Contact Information

Name:	Donna McKendry	Name:	Roberto R. Orellana
Title:	Management Analyst	Title:	Assistant County Counsel
Phone:	805-654-2876	Phone:	805-654-2590
Email:	Donna.McKendry@Ventura.org	Email:	Robert.Orellana@Ventura.org
Date:		Date:	

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Department of Finance Local Government Unit Use Only

DETERMINATION ON LRPMP:  APPROVED  DENIED

APPROVED/DENIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVAL OR DENIAL LETTER PROVIDED:  YES DATE AGENCY NOTIFIED: \_\_\_\_\_

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Form DF-LRPMP (11/15/12)

1991-1992

1992-1993

Item	Quantity	Unit	Value	Source	Year	Category	Notes	Other	Comments
1	1	unit	1000	...	...	...	...	...	...
2	1	unit	2000	...	...	...	...	...	...
3	1	unit	3000	...	...	...	...	...	...
4	1	unit	4000	...	...	...	...	...	...
5	1	unit	5000	...	...	...	...	...	...
6	1	unit	6000	...	...	...	...	...	...
7	1	unit	7000	...	...	...	...	...	...
8	1	unit	8000	...	...	...	...	...	...
9	1	unit	9000	...	...	...	...	...	...
10	1	unit	10000	...	...	...	...	...	...
11	1	unit	11000	...	...	...	...	...	...
12	1	unit	12000	...	...	...	...	...	...
13	1	unit	13000	...	...	...	...	...	...
14	1	unit	14000	...	...	...	...	...	...
15	1	unit	15000	...	...	...	...	...	...
16	1	unit	16000	...	...	...	...	...	...
17	1	unit	17000	...	...	...	...	...	...
18	1	unit	18000	...	...	...	...	...	...
19	1	unit	19000	...	...	...	...	...	...
20	1	unit	20000	...	...	...	...	...	...
21	1	unit	21000	...	...	...	...	...	...
22	1	unit	22000	...	...	...	...	...	...
23	1	unit	23000	...	...	...	...	...	...
24	1	unit	24000	...	...	...	...	...	...
25	1	unit	25000	...	...	...	...	...	...
26	1	unit	26000	...	...	...	...	...	...
27	1	unit	27000	...	...	...	...	...	...
28	1	unit	28000	...	...	...	...	...	...
29	1	unit	29000	...	...	...	...	...	...
30	1	unit	30000	...	...	...	...	...	...
31	1	unit	31000	...	...	...	...	...	...
32	1	unit	32000	...	...	...	...	...	...
33	1	unit	33000	...	...	...	...	...	...
34	1	unit	34000	...	...	...	...	...	...
35	1	unit	35000	...	...	...	...	...	...
36	1	unit	36000	...	...	...	...	...	...
37	1	unit	37000	...	...	...	...	...	...
38	1	unit	38000	...	...	...	...	...	...
39	1	unit	39000	...	...	...	...	...	...
40	1	unit	40000	...	...	...	...	...	...
41	1	unit	41000	...	...	...	...	...	...
42	1	unit	42000	...	...	...	...	...	...
43	1	unit	43000	...	...	...	...	...	...
44	1	unit	44000	...	...	...	...	...	...
45	1	unit	45000	...	...	...	...	...	...
46	1	unit	46000	...	...	...	...	...	...
47	1	unit	47000	...	...	...	...	...	...
48	1	unit	48000	...	...	...	...	...	...
49	1	unit	49000	...	...	...	...	...	...
50	1	unit	50000	...	...	...	...	...	...

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Bank Building**

**1. Date of acquisition:**

The County of Ventura acquired the former Citizens State Bank property in December of 1994 for the sum of \$1.00. The Bank Building was structurally repaired and then was deeded, at no cost, to the Redevelopment Agency on February 25, 1997.

**2. Value of property at time of acquisition:**

The closest Fair Market Value was estimated on October 15, 1999, at \$62,000.

**3. Estimate of current value:**

At the May 11, 2012, Oversight Board meeting, the County of Ventura Real Estate Services Division, Public Works Agency, valued the bank building asset at approximately \$100,000 to \$110,000.

**4. If available, provide current appraisal:**

Not available.

**5. Purpose for which the property was acquired:**

The County of Ventura's Redevelopment Agency was formed in 1995 to address blighted conditions in the unincorporated community of Piru following the January 1994 Northridge earthquake. After the earthquake, most of the community's downtown buildings suffered damage and needed extensive repair. Citizens State Bank owned the bank building in Piru. After the earthquake, the County of Ventura acquired the former Citizens State Bank property in December of 1994 for the sum of \$1.00. The Bank Building was structurally repaired by emergency grant funding. Once the Redevelopment Agency was formed, the County, in turn, deeded the property, at no cost, over to the Redevelopment Agency on February 25, 1997. The Piru Redevelopment Plan called for strategies to encourage the reintroduction of business activity in its downtown. To that extent, the Agency decided to lease the bank building at or below market value to encourage economic development in the area.

**Long-Range Property Management Plan**  
**Successor Agency of the Former Redevelopment Agency**  
**of the County of Ventura**  
**Piru Bank Building**

**6. Parcel data:**

- a. Address: 3940 East Center Street, Piru, CA 93040
- b. APN #: 056-0-101-010
- c. Lot size: The Bank Building is rectangular in shape with 50' of frontage on Main Street and 24.01' of frontage on Center Street. Located on the westerly 24.00 feet of Lots 1 and 2 Block J of Map of Piru, in the County of Ventura, State of California, as per Map recorded in Book 5 Page 4 of Maps in the office of the County of Recorder of said County. The building, built in 1918, is approximately 1,001 square foot with one story, masonry construction and wood roof.
- d. Current zoning in the former agency redevelopment plan or specific, community, or general plan: Commercial

**7. Estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds:**

- a. After acquiring the building on February 25, 1997, there were four separate tenants who leased the building; each operated an ice cream store business. The tenants were contractually required to pay a deposit and monthly rent to the Redevelopment Agency. The rent was deposited into the non-housing RDA funds. No revenue has been generated since August 2012.
  - i. Tenant #1: Patricia True. Ran the business between March 1, 2000 to May 2005
  - ii. Tenant #2: Eric Barrigan. Ran the business between July 1, 2005 to February 2008
  - iii. Tenant #3: Stephanie Acosta. Ran the business between August 13, 2008 to June 3, 2009
  - iv. Tenant #4: Alfonso Aguilar. Ran the business between June 3, 2009 to September 3, 2012
- b. After the last tenant terminated his lease in September of 2012, the building has remained vacant. Now under the Successor Agency, disposition has been delayed due to the legal requirement that the Department of Finance approve a



**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Bank Building**

Long Range Property Management Plan for this property. In the meantime, the Bank Building has been made available for use by the local community and by area film industry companies after they obtain required permits. Film permits for the building are contractually coordinated through the County's General Services Agency which handles similar permitting for County park facilities. Fees are structured in accord with a facility use and film permit fee schedule that is approved annually by the County Board of Supervisors. Any fees obtained from such use are channeled through the Successor Agency to the Auditor-Controller's Office and then paid out to the taxing entities. Estimated revenue for this activity is approximately \$12,241 to date.

**8. History of any environmental contamination, including designation as a Brownfield site, any related environmental studies, and history of any remediation efforts:** Not applicable for this property.

**9. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency:**

Not applicable for this property. The Bank Building originally supported a commercial business and the Piru Redevelopment Plan called for strategies to encourage the reintroduction of business activity in the downtown area. To that extent, the Agency decided to lease the Bank Building at or below market value to commercial businesses to encourage economic development in the area. There were no plans for transit-oriented development with this property.

**10. History of previous development proposals and activity, including the rental or lease of the property:**

As described in item number 7 above, after the Agency acquired the property on February 25, 1997, there were four separate tenants who leased the building, each operating it as an ice cream store business.

- a. Tenant #1: Patricia True. Ran the business between March 1, 2000 to May 2005

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Bank Building**

- b. Tenant #2: Eric Barrigan. Ran the business between July 1, 2005 to February 2008
- c. Tenant #3: Stephanie Acosta. Ran the business between August 13, 2008 to June 3, 2009
- d. Tenant #4: Alfonso Aguilar. Ran the business between June 3, 2009 to September 3, 2012

After the last tenant terminated his lease in September of 2012, the building has remained vacant. Now under the Successor Agency, disposition has been delayed until the Department of Finance approves the Long Range Property Management Plan. In the meantime, it has been made available to the local community and film industry, as described above.

**11. Identify the use or disposition of the property, which could include:**

- a. **The retention of the property for governmental use,**
- b. **The retention of the property for future development,**
- c. **The sale of the property, or**
- d. **The use of the property to fulfill an enforceable obligation.**

The Successor Agency will dispose of the Piru Bank Building by selling the property (item "c") after the Department of Finance has approved the Long Range Property Management Plan. The Successor Agency plans to market the property through a commercial real estate broker and to sell the property for the highest and best offer in order to maximize return on the investment and minimize costs.

**12. Other properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.**

There are only two other properties and both will be retained for purposes of fulfilling an enforceable obligation. Both are bond financed; therefore the Successor Agency will hold these assets until the bonds are paid in full.

- a. The Piru Storm Drain;
- b. The Piru Town Square Depot.

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Storm Drain**

**1. Date of acquisition:**

The property is located in the road right of way under Main, Orchard and Center Streets in the town of Piru, California. The County of Ventura is the owner in fee of an easement over the described real property. The former Redevelopment Agency (RDA) decided to build the Piru Storm Drain as a public utilities improvement for the Piru area. A contract to construct the Piru Storm Drain was awarded to Sierra Cascade Construction, Inc., on June 3, 2008, and a Notice of Completion was issued on April 13, 2009.

**2. Value of property at time of acquisition:**

The storm drain was constructed on property not acquired or owned by the Redevelopment Agency. The RDA acquired an easement which gave it the right to use the land for public road purposes. In 2008, the cost of construction of the Piru Storm Drain was \$940,779.97. As part of the financing, the United States Department of Agriculture issued the RDA a 2008 Tax Allocation Bond, Series A. The bond amount is \$750,000, the loan date is July 24, 2008, and the maturity date is July 1, 2038.

**3. Estimate of current value:**

The construction cost of the drain was \$940,779.97, and it was capitalized on 4/13/09. Accumulated depreciation is \$30,246.51. The current depreciated Net Book Value (NBV, carrying value, or "current value") is \$910,533.46.

**4. If available, provide current appraisal:**

Not available on this property.

**5. Purpose for which the property was acquired:**

Piru, a small rural community located in a remote unincorporated section of the County of Ventura, lies on the sloping base of a rugged mountainous region. Runoff from the mountains contains considerable debris and silt. The existing drainage facilities within this area consist of open drainage courses, debris basins, box culverts and a limited number of covered storm drain lines. A 1971 engineering study determined that the

**Long-Range Property Management Plan**  
**Successor Agency of the Former Redevelopment Agency**  
**of the County of Ventura**  
**Piru Storm Drain**

number of storm drains in Piru were insufficient for the annual storm runoffs and were either undersized or at capacity. At that time, it was estimated that the cost for necessary repairs and improvements to the drainage system would be \$2,277,000. Since then, the town has doubled in size. During rainy seasons, storm drain capacities are generally inadequate to intercept the amount of flow coming from the mountains. This results in slope erosion, surface water contamination and the routine flooding of low areas in town. The only improvements done to the storm drains since 1971 occurred in 1998 when approximately 2800 linear feet were repaired.

The RDA identified a specific area in the town of Piru that experiences yearly flooding that causes damage to homes and flooding of streets. The area is along Main, Orchard, and Center streets. The area was served by a 12" diameter storm drain that was installed more than 50 years ago. This drain was undersized for the calculated flows from this drainage area.

In addition, a debris basin at the top of Orchard Street had no outlet so it would rapidly fill up and overflow onto both Orchard and Main streets during rain events which contributed to the flooding. The RDA determined that increasing storm drain capacity in this area and adding an inlet at the debris basin would mitigate the flooding problems. Fixing the storm drain issues provided a safer and more sanitary living environment for the residents of Piru.

**6. Parcel data:**

- a. Address: Piru Storm Drain, Project Specification No. CP08-02, Project No. 05022, lies in the road right of way under Main, Orchard and Center streets in the town of Piru, California, 93040.
- b. Lot size: The Storm Drain includes construction of approximately 2100' of 36" and 48" diameter concrete storm drain that is independent of existing lines with a catch basin installed along the full length of the drainpipe. Ten inlets and an inlet structure at the debris basin are included.

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Storm Drain**

- c. Current zoning in the former agency redevelopment plan or specific, community, or general plan:

N/A: The County of Ventura Planning Division has no authority to issue permits in the public right-of-way in Piru, California, therefore, the County does not assign zoning to the streets. In addition, the County's Assessor's office does not issue APNs for right-of-ways. See attached map - Exhibit D.

- 7. Estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds:**

This infrastructure project does not generate any fee based public use or revenue.

- 8. History of any environmental contamination, including designation as a Brownfield site, any related environmental studies, and history of any remediation efforts:**

The Piru Storm Drain lies within the unincorporated town of Piru which consists of single family housing and park areas. The planning area is outside of any flood plains, wetlands, or environmentally sensitive areas. A study was conducted for historic or archeological sites within the planning area and no significant sites were found.

- 9. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency:**

Not applicable to this property.

- 10. History of previous development proposals and activity, including the rental or lease of the property:**

Not applicable to this property.

- 11. Identify the use or disposition of the property, which could include:**

- a. The retention of the property for governmental use,
- b. The retention of the property for future development,

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Storm Drain**

c. The sale of the property, or

d. The use of the property to fulfill an enforceable obligation.

The Successor Agency will retain the property ~~to fulfill an enforceable obligation for governmental use (item "da") until the bond debt is paid in full.~~ Once the debt is paid in full Long Range Property Management Plan is approved by the Department of Finance, the Piru Storm Drain will be transferred to the County of Ventura at no cost. The County of Ventura will retain and maintain, at its cost, the property for governmental use, serving the residents of Piru.

**12. Other properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.**

The Piru Town Square Depot property is the only other property that will be retained for the purpose of ~~fulfilling an enforceable obligation and governmental use.~~ ~~The United States Department of Agriculture issued the former Redevelopment Agency of the County of Ventura a 2002 Tax Allocation Bond, Series A, to help finance construction of the Town Square Depot. The bond amount is \$750,000, the loan date is August 15, 2002, and the maturity date is July 1, 2017. Since it is bond financed, the Successor Agency will hold the asset until the bonds are paid in full.~~

**Long-Range Property Management Plan**  
**Successor Agency of the Former Redevelopment Agency**  
**of the County of Ventura**  
**Piru Storm Drain**

**1. Date of acquisition:**

The property is located in the road right of way under Main, Orchard and Center Streets in the town of Piru, California. The County of Ventura is the owner in fee of an easement over the described real property. The former Redevelopment Agency (RDA) decided to build the Piru Storm Drain as a public utilities improvement for the Piru area. A contract to construct the Piru Storm Drain was awarded to Sierra Cascade Construction, Inc., on June 3, 2008, and a Notice of Completion was issued on April 13, 2009.

**2. Value of property at time of acquisition:**

The storm drain was constructed on property not acquired or owned by the Redevelopment Agency. The RDA acquired an easement which gave it the right to use the land for public road purposes. In 2008, the cost of construction of the Piru Storm Drain was \$940,779.97. As part of the financing, the United States Department of Agriculture issued the RDA a 2008 Tax Allocation Bond, Series A. The bond amount is \$750,000, the loan date is July 24, 2008, and the maturity date is July 1, 2038.

**3. Estimate of current value:**

The construction cost of the drain was \$940,779.97, and it was capitalized on 4/13/09. Accumulated depreciation is \$30,246.51. The current depreciated Net Book Value (NBV, carrying value, or "current value") is **\$910,533.46**.

**4. If available, provide current appraisal:**

Not available on this property.

**5. Purpose for which the property was acquired:**

Piru, a small rural community located in a remote unincorporated section of the County of Ventura, lies on the sloping base of a rugged mountainous region. Runoff from the mountains contains considerable debris and silt. The existing drainage facilities within this area consist of open drainage courses, debris basins, box culverts and a limited number of covered storm drain lines. A 1971 engineering study determined that the

**Long-Range Property Management Plan**  
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number of storm drains in Piru were insufficient for the annual storm runoffs and were either undersized or at capacity. At that time, it was estimated that the cost for necessary repairs and improvements to the drainage system would be \$2,277,000. Since then, the town has doubled in size. During rainy seasons, storm drain capacities are generally inadequate to intercept the amount of flow coming from the mountains. This results in slope erosion, surface water contamination and the routine flooding of low areas in town. The only improvements done to the storm drains since 1971 occurred in 1998 when approximately 2800 linear feet were repaired.

The RDA identified a specific area in the town of Piru that experiences yearly flooding that causes damage to homes and flooding of streets. The area is along Main, Orchard, and Center streets. The area was served by a 12" diameter storm drain that was installed more than 50 years ago. This drain was undersized for the calculated flows from this drainage area.

In addition, a debris basin at the top of Orchard Street had no outlet so it would rapidly fill up and overflow onto both Orchard and Main streets during rain events which contributed to the flooding. The RDA determined that increasing storm drain capacity in this area and adding an inlet at the debris basin would mitigate the flooding problems. Fixing the storm drain issues provided a safer and more sanitary living environment for the residents of Piru.

**6. Parcel data:**

- a. Address: Piru Storm Drain, Project Specification No. CP08-02, Project No. 05022, lies in the road right of way under Main, Orchard and Center streets in the town of Piru, California, 93040.
- b. Lot size: The Storm Drain includes construction of approximately 2100' of 36" and 48" diameter concrete storm drain that is independent of existing lines with a catch basin installed along the full length of the drainpipe. Ten inlets and an inlet structure at the debris basin are included.



**Long-Range Property Management Plan  
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Piru Storm Drain**

- c. Current zoning in the former agency redevelopment plan or specific, community, or general plan:

N/A: The County of Ventura Planning Division has no authority to issue permits in the public right-of-way in Piru, California, therefore, the County does not assign zoning to the streets. In addition, the County's Assessor's office does not issue APNs for right-of-ways. See attached map - Exhibit D.

- 7. Estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds:**

This infrastructure project does not generate any fee based public use or revenue.

- 8. History of any environmental contamination, including designation as a Brownfield site, any related environmental studies, and history of any remediation efforts:**

The Piru Storm Drain lies within the unincorporated town of Piru which consists of single family housing and park areas. The planning area is outside of any flood plains, wetlands, or environmentally sensitive areas. A study was conducted for historic or archeological sites within the planning area and no significant sites were found.

- 9. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency:**

Not applicable to this property.

- 10. History of previous development proposals and activity, including the rental or lease of the property:**

Not applicable to this property.

- 11. Identify the use or disposition of the property, which could include:**

- a. The retention of the property for governmental use,
- b. The retention of the property for future development,

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Piru Storm Drain**

- c. The sale of the property, or**
- d. The use of the property to fulfill an enforceable obligation.**

The Successor Agency will retain the property for governmental use (item "a"). Once the Long Range Property Management Plan is approved by the Department of Finance, the Piru Storm Drain will be transferred to the County of Ventura at no cost. The County of Ventura will retain and maintain, at its cost, the property for governmental use, serving the residents of Piru.

**12. Other properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.**

The Piru Town Square Depot property is the only other property that will be retained for the purpose of governmental use.

**Long-Range Property Management Plan**  
**Successor Agency of the Former Redevelopment Agency**  
**of the County of Ventura**  
**Piru Town Square Depot**

**1. Date of acquisition:**

The property is located along the operating portion of the Santa Paula Branch Line (Railroad) in Piru. The fee owner of the real property is the Ventura County Transportation Commission (VCTC). On July 1, 1997, the VCTC entered into a Property Management and Assignment of Rents Agreement with the County of Ventura, giving the County the right to construct and make improvements to the property for uses allowed by the County's General Plan and VCTC's Master Plan. VCTC appointed the County as its agent to lease the property to any party for all allowed and permitted uses and to manage all existing and future leases. A "Certificate As To Project Site, Rights-Of-Way and Easements" agreement was signed by the architects for the Town Square Project on February 15, 2002 and the attorney for VCTC on March 24, 2002. The certificate stated that the Piru Town Square project was being constructed by the County of Ventura Redevelopment Agency (RDA). The construction contract was awarded to Gerstenberger Construction Corporation, on October 23, 2001. Construction was completed in December, 2002, and the Notice of Completion was issued on March 12, 2003.

**2. Value of property at time of acquisition:**

On October 23, 2001, the estimated cost of construction of the Piru Town Square improvements built by the RDA was \$1,375,000. The RDA's interest in the property is limited to these improvements. The value of the land is not included because the RDA did not purchase a fee interest in the property. The Ventura County Transportation Corporation (VCTC), a separate legal entity, owns the fee interest in the land. As part of the financing of the project, the United States Department of Agriculture issued a 2002 Tax Allocation Bond, Series (A), to the Redevelopment Agency of the County of Ventura. The bond amount is \$750,000, the loan date is August 15, 2002, and the maturity date is July 1, 2017.

**3. Estimate of current value:**

**Long-Range Property Management Plan**  
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The cost of new improvements to the property in 2001 was \$1,375,000. Improvements were valued for insurance purposes in 2007 for the building and gazebo only for \$1,672,889 (Exhibit C - May 1, 2007 Property Valuation Notification). Since insurance companies generally value improvements at the higher end of the value range to ensure the property is not underinsured, the Successor Agency estimates that the current value is no more than \$1,672,889 (the 2007 Property Valuation). Due to the ongoing soft market and weak economy, and significantly depressed property values in the Piru area of the County, the 2007 Property Valuation is the estimated current fair market value.

**4. If available, provide current appraisal:**

Not available on this property.

**5. Purpose for which the property was acquired:**

In 1995, the Ventura County Board of Supervisors adopted the Piru Community Enhancement Plan that identified private and public improvements that would lead to the economic revitalization of the community of Piru. Key to this plan was the development of a Town Square facility, located along the Santa Paula Branch railroad right-of-way on either side of Piru's commercial downtown. The Town Square building was intended to be leased to a business and the grounds used by the community for special events and community activities that would drive customers to the commercial downtown area. In December 2002, construction was completed on the Piru Town Square. The building was constructed with a \$625,000 grant from the U.S. Economic Development Administration (EDA). One of the requirements for obtaining the EDA grant was making the building available for use by private enterprise, thus encouraging job creation and economic revitalization. The 1,002 square foot retail/community building was designed to provide two retail rooms (approximately 300 s.f. each), with the balance of the building's floor area allotted for four single use toilets, a water fountain, a plumbing maintenance gallery and small storage area. The latter four elements are accessed from outside the building, making the restrooms available to the public.

**Long-Range Property Management Plan  
Successor Agency of the Former Redevelopment Agency  
of the County of Ventura  
Piru Town Square Depot**

**6. Parcel data:**

- a. Parcel data: The project was built over two legal parcels: APN 056-0-102-160 and APN 056-0-060-220.
- b. Address: 664 Piru Square (formerly 3977 East Center Street), Piru, CA 93040
- c. Lot size: Seven acre parcel with 1,002 square feet of building space (includes restrooms and 630 square foot leased retail space), water fountain, a 464 square foot gazebo and children's playground.
- d. Current zoning in the former agency redevelopment plan or specific, community, or general plan: Commercial

**7. Estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds:**

After obtaining the notice of completion on March 12, 2003, there were three separate tenants who set up a retail business in the Town Square Depot building.

- a. The term of the Agreement for the first tenant was for three (3) years commencing on September 1, 2003 and terminating on August 31, 2006, with two, two-year options. The lease payment schedule started at \$300 per month (for the first 3 years). The tenant gave notice of closing the business and vacated the building by June 30, 2006.
- b. The second tenant entered into an agreement effective July 1, 2006 at \$350 per month for the first 3 years with two, two-year options. The retail business was a country antique and gift shop, showcasing local arts and crafts. Several default letters were issued due to failure to pay rent in the amount of \$3,700 owed for the months of May, June, July, August, September, October, November, December, 2007, and for January and February 2008. They were given a thirty (30) days' notice requiring the full payment amount of \$3,700 in unpaid rent. They failed to respond; therefore the RDA terminated the lease in February 2008.
- c. The third tenant opened a retail business for \$400 month. The business was a boutique, showcasing local arts and crafts. It was open on weekends and

**Long-Range Property Management Plan**  
**Successor Agency of the Former Redevelopment Agency**  
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**Piru Town Square Depot**

holidays, particularly catering to riders aboard the Fillmore & Western excursion trains. The strategy was to have a destination in Piru that would always be open when the train came into town. The term of the agreement was two (2) years commencing on June 1, 2009 and terminating on May 31, 2011. At the conclusion of this term, the tenant had the option to extend the terms of this lease for two years. However, Fillmore & Western did not establish regularly scheduled stops in Piru and eventually discontinued all stops due to budgetary issues creating an inability to regularly maintain the railroad. Consequently, the tenant never moved into the facility and canceled the lease.

- d. To date, the Town Square building has remained commercially available. However, due to the downturn in the economy, no potential tenant has shown interest in setting up a business in the Town Square building. The lack of new business activity has also been evident in the entire downtown area of Piru.

Public facility reservations and filming permits were another source of potential revenue generation for the Town Square facility.

- a. Anyone interested in reserving the Piru Town Square was required to complete a "Facility Reservation Permit for Piru Town Square", an "Amplified Sound Permit" and a "Selling Permit" if applicable. Although the public could reserve the facility for a fee, no public reservations took place because the residents opted to use the public grounds on a first-come, first-served basis. Non-profit organizations endorsed by the community of Piru were allowed to use the facility free of charge, upon approval. Prior to the dissolution of the RDA, film production companies, interested in using the facility for a film shoot, would complete the Facility Reservation Permit. Permit fees are based on the size of the group, what parts of the facility they were using (building, restrooms, water fountain or gazebo), if electricity was needed, how many days were required, impact to the facility and if maintenance staff were needed. Certificate of Insurance is also required. All revenue received was deposited into the non-housing RDA funds.

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**Piru Town Square Depot**

- b. Since the dissolution of the RDA, the handling of all Facility Reservations and Film Permits are now contracted with the County of Ventura, General Services Agency who handles similar permitting for County park facilities. Fees are structured similarly to their facility use and film permit fee schedule that is approved annually by the County Board of Supervisors. Any fees obtained from such use are channeled through the Successor Agency, Auditor-Controller's Office and then out to the taxing entities.

**8. History of any environmental contamination, including designation as a Brownfield site, any related environmental studies, and history of any remediation efforts:**

Not applicable for this property.

**9. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency:**

The Town Square Depot is located along the Santa Paula Branch railroad right-of-way on either side of Piru's commercial downtown area. The Fillmore & Western Railway Company currently runs historic trains between Santa Paula and Fillmore. Plans were underway to extend the rail tracks and train service into Piru and eventually beyond to Rancho Camulos. However, the Town Square project components did not include either the reinstallation of rail tracks or the resumption of train service to this community. The Fillmore & Western Railway Company did conduct a couple of visits along the spur to the Depot to support the community's holiday and "Rail Fest" special events, however, due to lack of community coordination, the last stop was in 2010. Due to budget constraints, Fillmore & Western Railway no longer maintains the spur for active use and there are no plans to reinstate the service.

**10. History of previous development proposals and activity, including the rental or lease of the property:**

**Long-Range Property Management Plan  
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of the County of Ventura  
Piru Town Square Depot**

See Item # 7 above for a list of rental/lease activity that has taken place on this property. There are no other development proposals pertaining to this 7 acre property.

**11. Identify the use or disposition of the property, which could include:**

- a. The retention of the property for governmental use,
- b. The retention of the property for future development,
- c. The sale of the property, or
- d. The use of the property to fulfill an enforceable obligation.

The Successor Agency will retain the property for governmental use (item "da") until the ~~bond debt is paid in full~~. Once the ~~debt is paid in full~~ Long Range Property Mangement Plan is approved by the Department of Finance, the Piru Town Square will be transferr ed to the County of Ventura at no cost. The County of Ventura will retain and maintain the property for government use, serving the residents of Piru as a community park.

**12. Other properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.**

The Piru Storm Drain is the only other property that will be retained for the purpose of ~~fulfilling an enforceable obligation and governmental use~~. ~~The United States Department of Agriculture issued the former Redevelopment Agency of the County of Ventura a 2008 Tax Allocation Bond, Series A, to assist in financing construction of the Storm Drain. The bond amount is \$750,000, the loan date is July 24, 2008, and the maturity date is July 1, 2038. Since it is bond financed, the Successor Agency will hold the asset until the bonds are paid in full.~~



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The property is located along the operating portion of the Santa Paula Branch Line (Railroad) in Piru. The fee owner of the real property is the Ventura County Transportation Commission (VCTC). On July 1, 1997, the VCTC entered into a Property Management and Assignment of Rents Agreement with the County of Ventura, giving the County the right to construct and make improvements to the property for uses allowed by the County's General Plan and VCTC's Master Plan. VCTC appointed the County as its agent to lease the property to any party for all allowed and permitted uses and to manage all existing and future leases. A "Certificate As To Project Site, Rights-Of-Way and Easements" agreement was signed by the architects for the Town Square Project on February 15, 2002 and the attorney for VCTC on March 24, 2002. The certificate stated that the Piru Town Square project was being constructed by the County of Ventura Redevelopment Agency (RDA). The construction contract was awarded to Gerstenberger Construction Corporation, on October 23, 2001. Construction was completed in December, 2002, and the Notice of Completion was issued on March 12, 2003.

**2. Value of property at time of acquisition:**

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holidays, particularly catering to riders aboard the Fillmore & Western excursion trains. The strategy was to have a destination in Piru that would always be open when the train came into town. The term of the agreement was two (2) years commencing on June 1, 2009 and terminating on May 31, 2011. At the conclusion of this term, the tenant had the option to extend the terms of this lease for two years. However, Fillmore & Western did not establish regularly scheduled stops in Piru and eventually discontinued all stops due to budgetary issues creating an inability to regularly maintain the railroad. Consequently, the tenant never moved into the facility and canceled the lease.

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**Long-Range Property Management Plan  
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- b. Since the dissolution of the RDA, the handling of all Facility Reservations and Film Permits are now contracted with the County of Ventura, General Services Agency who handles similar permitting for County park facilities. Fees are structured similarly to their facility use and film permit fee schedule that is approved annually by the County Board of Supervisors. Any fees obtained from such use are channeled through the Successor Agency, Auditor-Controller's Office and then out to the taxing entities.

**8. History of any environmental contamination, including designation as a Brownfield site, any related environmental studies, and history of any remediation efforts:**

Not applicable for this property.

**9. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency:**

The Town Square Depot is located along the Santa Paula Branch railroad right-of-way on either side of Piru's commercial downtown area. The Fillmore & Western Railway Company currently runs historic trains between Santa Paula and Fillmore. Plans were underway to extend the rail tracks and train service into Piru and eventually beyond to Rancho Camulos. However, the Town Square project components did not include either the reinstallation of rail tracks or the resumption of train service to this community. The Fillmore & Western Railway Company did conduct a couple of visits along the spur to the Depot to support the community's holiday and "Rail Fest" special events, however, due to lack of community coordination, the last stop was in 2010. Due to budget constraints, Fillmore & Western Railway no longer maintains the spur for active use and there are no plans to reinstate the service.

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- b. The retention of the property for future development,
- c. The sale of the property, or
- d. The use of the property to fulfill an enforceable obligation.

The Successor Agency will retain the property for governmental use (item "a"). Once the Long Range Property Management Plan is approved by the Department of Finance, the Piru Town Square will be transferred to the County of Ventura at no cost. The County of Ventura will retain and maintain the property for government use, serving the residents of Piru as a community park.

**12. Other properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.**

The Piru Storm Drain is the only other property that will be retained for the purpose of governmental use.

**DEPARTMENT OF  
FINANCE**

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-0706 ■ WWW.DOF.CA.GOV

April 26, 2013

Ms. Donna Plummer, Management Analyst  
County of Ventura  
800 S. Victoria Avenue, L#1940  
Ventura, CA 93009

Dear Ms. Plummer:

Subject: Request for a Finding of Completion

The California Department of Finance (Finance) received the County of Ventura's request for a Finding of Completion.

Finance has completed its review of your request, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance concurs that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

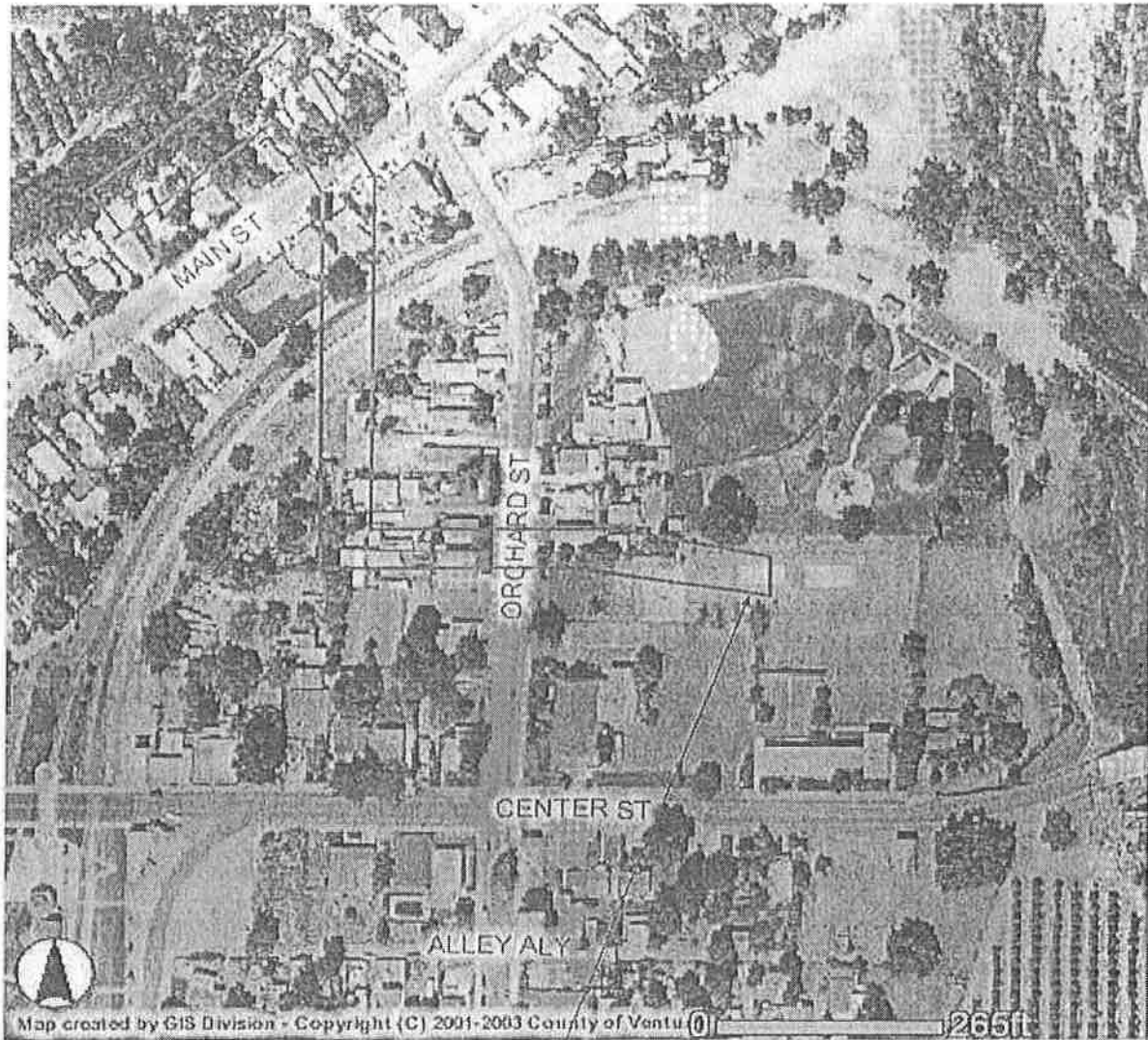
Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,



STEVE SZALAY  
Local Government Consultant

cc: Ms. Mary Ann Guariento, Accounting Officer, County of Ventura  
Ms. Sandra Bickford, Chief Deputy, County of Ventura Auditor-Controller  
California State Controller's Office



Piru Creek Outlet

**PIRU STORM DRAIN PROJECT**

New or replacement 24" to 36" pipe.  
Drains on both sides of Main and Orchard Street.  
Trenching in Main, Orchard, and Center Streets.  
Rebuild outlet structure at Piru Creek.  
Approximately 2400'.

Ventura County  
Public Works Agency  
Engineering Services Department



RESOLUTION NO. 14-02

RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, APPROVING THE AMENDED LONG RANGE PROPERTY MANAGEMENT PLAN  
AND DIRECTING SUCCESSOR AGENCY STAFF TO SUBMIT THE AMENDED LONG RANGE PROPERTY  
MANAGEMENT PLAN TO THE DEPARTMENT OF FINANCE

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura was designated the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34179.7, upon full payment of the amounts determined in of the Low and Moderate Incoming Housing Fund review and the Other Funds and Accounts review done pursuant to Section 34179.6, upon review of any other amounts due, as required by Section 34183.5, and upon a final determination of the amounts due and confirmation that those amounts have been paid by the county auditor-controller, the Department of Finance (DOF) is required to issue, wltin five business days, to the Successor Agency a Finding of Completion of the requirements of Section 34179.6; and

WHEREAS, on April 19, 2013, the Successor Agency submitted a Finding of Completion Determination Request to the DOF; and

WHEREAS, on April 26, 2013, the DOF issued a Finding of Completion to the Successor Agency; and

WHEREAS, on May 9, 2013, the Oversight Board received the DOF's Finding of Completion; and

WHEREAS, pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency shall prepare a long-range property management plan that addresses the disposition and use of the real properties of the former redevelopment agency and the report shall be submitted to the oversight board and the DOF for approval no later than six months following the issuance to the successor agency of the finding of completion; and

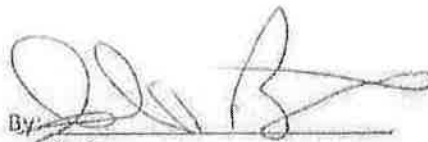
WHEREAS, the OB previously approved a Long Range Property Management Plan that complied with Section 34191.5(b) in Resolution No. 13-06 and, acting upon direction from the OB, Successor Agency staff submitted said plan and resolution to the DOF; and

WHEREAS, acting upon a recommendation received from the DOF after its initial review of said plan, Successor Agency staff has prepared and the OB has reviewed and approved an Amended Long Range Property Management Plan that also complies with Section 34191.5(b).

NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. The Oversight Board hereby adopts this Resolution 14-02, approving the Amended Long Range Property Management Plan prepared by Successor Agency staff and presented to this Board.
3. The Oversight Board directs Successor Agency staff to submit the approved Amended Long Range Property Management Plan to the DOF.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member Heather Kurpiewski this 13<sup>th</sup> day of February 2014.

By: 

Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary



DEPARTMENT OF  
**FINANCE**

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

March 10, 2014

Ms. Donna McKendry, Management Analyst  
County of Ventura  
800 S. Victoria Avenue, L#1940  
Ventura, CA 93009

Dear Ms. McKendry:

Subject: Long-Range Property Management Plan

Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the County of Ventura (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on August 9, 2013. The Agency subsequently submitted a revised LRPMP to Finance on February 14, 2014. Finance has completed its review of the LRPMP, which may have included obtaining clarification for various items.


The Agency received a Finding of Completion on April 26, 2013. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP.

In accordance with HSC section 34191.4, upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3 the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.

Agency actions taken pursuant to a Finance approved LRPMP are subject to oversight board (OB) approval per HSC section 34181 (f). Any subsequent OB actions addressing the Agency's implementation of the approved LRPMP should be submitted to Finance for approval.

Please direct inquiries to Beliz Chappuie, Supervisor, or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,



JUSTYN HOWARD  
Assistant Program Budget Manager

cc: On following page

Ms. Donna McKendry  
March 10, 2014  
Page 2

cc: Ms. Mary Ann Guariento, Accounting Officer, Ventura County  
Ms. Sandra Bickford, Chief Deputy, Ventura County Auditor-Controller  
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State  
Controller's Office  
California State Controller's Office



EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DDF.CA.GOV

March 10, 2014

Ms. Donna McKendry, Management Analyst  
County of Ventura  
800 S. Victoria Avenue, L#1940  
Ventura, CA 93009

Dear Ms. McKendry:

Subject: Long-Range Property Management Plan

Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the County of Ventura (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on August 9, 2013. The Agency subsequently submitted a revised LRPMP to Finance on February 14, 2014. Finance has completed its review of the LRPMP, which may have included obtaining clarification for various items.


The Agency received a Finding of Completion on April 26, 2013. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP.

In accordance with HSC section 34191.4, upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3 the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.

Agency actions taken pursuant to a Finance approved LRPMP are subject to oversight board (OB) approval per HSC section 34181 (f). Any subsequent OB actions addressing the Agency's implementation of the approved LRPMP should be submitted to Finance for approval.

Please direct inquiries to Beliz Chappuie, Supervisor, or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,



JUSTYN HOWARD  
Assistant Program Budget Manager

cc: On following page

Ms. Donna McKendry  
March 10, 2014  
Page 2

Exhibit B

cc: Ms. Mary Ann Guariento, Accounting Officer, Ventura County  
Ms. Sandra Bickford, Chief Deputy, Ventura County Auditor-Controller  
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State  
Controller's Office  
California State Controller's Office

**RESOLUTION NO. 14-08**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, APPROVING THE PROPOSED TRANSFER OF THE PIRU  
TOWN SQUARE DEPOT PROJECT TO THE COUNTY OF VENTURA AND DIRECTING  
SUCCESSOR AGENCY STAFF TO FACILITATE THE PROPOSED TRANSFER**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura was designated the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") under Health and Safety Code Section 34173(a); and

WHEREAS, on March 13, 2014, the Oversight Board received the DOF's Determination Letter approving the Successor Agency's Long Range Property Management Plan (Amended LRPMP); and

WHEREAS, pursuant to Health and Safety Code Section 34191.4, the Successor Agency shall, after approval of its LRPMP by the DOF, transfer all real property and interests in real property to the Community Redevelopment Property Trust Fund of the Successor Agency unless that property is subject to the requirements of any existing enforceable obligation; and

WHEREAS, the Piru Town Square Depot Project, Storm Drain Project, and Bank Building are not subject to the requirements of any existing enforceable obligations; and

WHEREAS, on April 10, 2014, the Oversight Board acknowledged the transfer of the Town Square Project, Storm Drain Project, and Bank Building to the Community Redevelopment Property Trust Fund of the Successor Agency by operation of law; and

WHEREAS, pursuant to Health and Safety Code Section 34191.3, once the DOF approved the Amended LRPMP, the Amended LRPMP governs and supersedes all other provisions of law relating to the disposition and use of the real property assets of the Successor Agency, including the Piru Town Square Depot Project; and

WHEREAS, the approved Amended LRPMP identified the use of the Piru Town Square Depot Project as a governmental use and for said property interest to be transferred to the County of Ventura at no cost.

**NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:**

1. The above recitations are true and correct.

2. The Oversight Board hereby adopts this Resolution 14-08, approving the proposed transfer of the Piru Town Square Depot Project to the County of Ventura at no cost.
3. The Oversight Board directs Successor Agency staff to facilitate the proposed transfer of the facility, to take action as needed therefor, and to notify the DOF of the adoption of Resolution No. 14-08.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member Christy Madden this 8<sup>th</sup> day of May 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary



**RESOLUTION NO. 14-09**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, APPROVING THE PROPOSED TRANSFER OF THE PIRU  
STORM DRAIN PROJECT TO THE COUNTY OF VENTURA AND DIRECTING  
SUCCESSOR AGENCY STAFF TO FACILITATE THE PROPOSED TRANSFER**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura was designated the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") under Health and Safety Code Section 34173(a); and

WHEREAS, on March 13, 2014, the Oversight Board received the DOF's Determination Letter approving the Successor Agency's Amended Long Range Property Management Plan (Amended LRPMP); and

WHEREAS, pursuant to Health and Safety Code Section 34191.4, the Successor Agency shall, after approval of its LRPMP by the DOF, transfer all real property and interests in real property to the Community Redevelopment Property Trust Fund of the Successor Agency unless that property is subject to the requirements of any existing enforceable obligation; and

WHEREAS, the Piru Town Square Depot Project, Storm Drain Project, and Bank Building are not subject to the requirements of any existing enforceable obligations; and

WHEREAS, on April 10, 2014, the Oversight Board acknowledged the transfer of the Town Square Project, Storm Drain Project, and Bank Building to the Community Redevelopment Property Trust Fund of the Successor Agency by operation of law; and

WHEREAS, pursuant to Health and Safety Code Section 34191.3, once the DOF approved the Amended LRPMP, the Amended LRPMP governs and supersedes all other provisions of law relating to the disposition and use of the real property assets of the Successor Agency, including the Piru Storm Drain Project; and

WHEREAS, the approved Amended LRPMP identified the use of the Piru Storm Drain Project as a governmental use and for said property interest to be transferred to the County of Ventura at no cost.

**NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:**

1. The above recitations are true and correct.

2. The Oversight Board hereby adopts this Resolution 14-09, approving the proposed transfer of the Piru Storm Drain Project to the County of Ventura at no cost.
3. The Oversight Board directs Successor Agency staff to facilitate the proposed transfer of the facility, to take action as needed therefor, and to notify the DOF of the adoption of Resolution No. 14-09.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Heather Kurpiewski seconded by Member Tom Kasper, this 8<sup>th</sup> day of May 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary

o

o



DEPARTMENT OF  
**FINANCE**

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

May 14, 2014

Ms. Donna McKendry, Management Analyst  
County of Ventura  
800 S. Victoria Avenue, L#1940  
Ventura, CA 93009

Dear Ms. McKendry:

Subject: Approval of Oversight Board Actions

The County of Ventura Successor Agency (Agency) notified the California Department of Finance (Finance) of its May 8, 2014 Oversight Board (OB) resolutions on May 9, 2014. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB actions.

Based on our review and application of the law, OB Resolutions 14-08 and 14-09 approving the transfer of the Piru Town Square Depot and Piru Storm Drain respectively to the County of Ventura for governmental use, are approved.

Pursuant to HSC section 34191.5, the Agency's Long-Range Property Management Plan (LRPMP) was approved by Finance on March 10, 2014. OB Resolutions 14-08 and 14-09 authorize the transfer of the parcels that have been approved on the LRPMP.

Please direct inquiries to Beliz Chappuie, Supervisor, or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,

JUSTYN HOWARD  
Assistant Program Budget Manager

cc: Ms. Mary Ann Guariento, Accounting Officer, Ventura County  
Ms. Sandra Bickford, Chief Deputy, Ventura County Auditor-Controller  
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State  
Controller's Office  
California State Controller's Office

PROPERTY MANAGEMENT AND  
ASSIGNMENT OF RENTS AGREEMENT  
BY AND BETWEEN  
THE VENTURA COUNTY TRANSPORTATION COMMISSION  
AND  
THE COUNTY OF VENTURA

This PROPERTY MANAGEMENT AND ASSIGNMENT OF RENTS AGREEMENT (hereinafter, the "Agreement") is entered into by and between the Ventura County Transportation Commission, a county transportation commission organized pursuant to Public Utilities Code § 130000, et seq. ("VCTC"), and the County of Ventura, a political subdivision of the State of California ("County"), as of the 1st day of July, 1997 (the "Effective Date"):

RECITALS

A. VCTC is the fee owner of that certain real property lying within the legal boundaries of County, commonly described as non-operating portions of the Santa Paula Branch Line in Saticoy and Piru, which are more particularly shown on Exhibit "A" attached hereto and incorporated herein by this reference and which, together with all structures, improvements or structural additions now or hereinafter placed thereon are hereinafter collectively referred to as the "Property";

B. County, VCTC, and others financed the acquisition of the Santa Paula Branch Line and entered into certain agreements regarding its use and maintenance, to wit:

(1) Memorandum of Understanding Regarding Funds and Services Advanced for Pre-Acquisition Costs Associated With Possible Acquisition of Property From the Southern Pacific Transportation Company, executed as of October 7, 1994;

(2) Agreement By and Between the Ventura County Transportation Commission, the County of Ventura, the City of Santa Paula, the City of Santa Paula Redevelopment Agency and the City of San Buenaventura Regarding Financial Contributions Toward Purchase of Ventura Branch and Santa Paula Branch From the Southern Pacific Transportation Company, executed as of the July 7, 1995; and

(3) Memorandum of Understanding By and Between the Ventura County Transportation Commission, the County of Ventura, the City of Fillmore and the City of Fillmore Redevelopment Agency, the City of Santa Paula and the City of Santa Paula Redevelopment Agency and the City of San Buenaventura Regarding (A) the Acquisition, Title and Rents of the Ventura Branch and the Acquisition, Title, Rents, Management, Uses and Maintenance of the Santa Paula Branch to be Acquired from the Southern Pacific Transportation Company, executed as of October 24, 1995.

The documents listed in B(1) through B(3) above are hereinafter collectively referred to as the "Relevant Agreements".

C. Pursuant to the Relevant Agreements, VCTC wishes to engage County to perform the management of the property and assign and pay County the rents therefrom in exchange for such management services and County wishes to manage the property and receive such rents as payment.

NOW, THEREFORE, VCTC AND COUNTY HEREBY AGREE, in consideration of the foregoing Recitals which are material to this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged by the parties, as follows:

1. Management Services for the Property. VCTC hereby engages County and County hereby agrees to provide VCTC with management services of the Property on the following terms and conditions:
2. Term and Option to Renew. The term of this Agreement ("Term") shall commence on the Effective Date, and remain in effect until termination by mutual agreement, or execution of a lease or conveyance of fee title as provided in the agreement identified in Recital B(3) above.
3. Consideration. County's consideration for management services of the property shall be its entitlement to the rents as provided for in Article 5 of this Agreement.
4. Use, Lease, Encumbrance of the Property.
  - 4.1. Allowed, Permitted Uses. County shall manage the Property so that only those uses allowed by the County's General Plan and the VCTC's Master Plan, as they may exist from time to time (the "Allowed Uses") are conducted on the Property. In the event that County desires to permit use of the Property for any purposes not hereinabove set forth, County shall do so only with the prior written consent of VCTC (any uses granted pursuant to VCTC's consent shall hereinafter be referred to as "Permitted Uses") which consent shall not be unreasonably withheld.
  - 4.2. Lease. VCTC hereby appoints County as its agent to lease the Property to any party for all Allowed or Permitted Uses and to manage all existing and future leases. The term of any such lease, shall not be greater than the Term of this Agreement, and all conditions and requirements of County pursuant to this Agreement, including without limitation those for maintenance, insurance and indemnity, shall be made part of any lease.
  - 4.3. Encumbrance of the Property. County may not, as VCTC's agent, encumber the Property, other than by lease or leases, permitted by subparagraph 4.2 above, without the prior written consent and authorization of VCTC, which consent and authorization shall not be unreasonably withheld.

5. Revenues Derived from Use of the Property. County shall collect and be entitled to retain all rents from the Property, except as follows. One Hundred Percent (100%) of rents collected for leases entered into prior to October 31, 1995 (the "SP Leases") for the year commencing on November 1, 1995 and ending November 1, 1996 and Fifty Percent (50%) of rents collected on the SP Leases for the period commencing on November 1, 1996 through October 31, 1998 shall be forwarded by the County to the Southern Pacific Transportation Company ("SPTC") pursuant to the terms of that certain Purchase and Sale Agreement by and between VCTC and SPTC dated October 27, 1995. County shall copy VCTC on all such transmittals to SPTC.
6. Maintenance, Repairs, Alterations.
- 6.1. Surrender. On the last day of the Term, County shall surrender the Property to VCTC in the same or better condition than the Property was in at the outset of the Term, normal wear and tear excluded.
- 6.2. County's Obligations. Except for any express obligation of tenants in any lease and any express obligation of VCTC contained herein to the contrary, it is the intention of the parties that County shall bear the cost of structural maintenance, day-to-day maintenance, replacement and repair of improvements and structures on the Property.
- 6.3. Alterations and Improvements by County. Except as otherwise permitted by Paragraph 8 below, County shall not make any improvement or alteration of the Property, except for purposes consistent with the Allowed and any Permitted Use, without VCTC's prior written consent, which consent shall not be unreasonably withheld.
- 6.4. Reversion of Improvements to VCTC. Unless otherwise agreed at the termination of the Term, or earlier termination of this Agreement, County shall have the option of leaving any or all of the improvements on the Property or of moving any or all of the improvements on the Property to another location at County's sole cost. Title to any of the improvements left on the Property shall revert to VCTC with the Property.
7. Liability Insurance. County shall obtain liability insurance on, or self insure, or insure with a combination thereof, the Property in an amount to be mutually agreed upon by the parties. VCTC shall be named an additional insured on such liability insurance and County shall provide VCTC with a copy of said insurance policy and/or proof of self insurance, as the case may be. The cost of said insurance shall be borne by the County.
8. Damage or Destruction of Improvements, Structures. In the event of the total or partial destruction of, or damage to, any or all such structures or improvements, regardless of the cause of such destruction or damage, County shall unilaterally determine whether such structure(s) shall be replaced, repaired or reconstructed in whole or in part.
9. Condemnation. Because partial or total condemnation of the Property might result in a revocation of the funding received for the acquisition of the Property from the State of

title to the Property or cause any jurisdiction having the power of eminent domain over the Property to exercise such power. In the event of an attempted exercise of its powers of eminent domain by a third party, County and VCTC shall work cooperatively with one another and the Santa Paula Branch Line Advisory Committee (SPBLAC) to prevent such exercise, and, in the event of such exercise, to cooperate in the redress of any complication which might arise with respect to the funding used by VCTC to acquire the Property.

10. Breach of Agreement.

10.1. VCTC's Obligations, Breach, Remedy. County agrees and acknowledges that VCTC's obligations under, and during the term of, this Agreement shall be solely to make the Property available for the Allowed and Permitted Uses, grant consents and authorizations as provided herein and to remit any rents received to County. Any failure to meet the foregoing obligations shall constitute a breach by VCTC. In the event of a breach of its foregoing obligations by VCTC, County shall be entitled to specific performance and damages for any injury sustained as a result of VCTC's breach.

10.2. County's Breach. In the event that County fails to perform any obligation required of it by this Agreement, County shall be in breach thereof. In the event of a breach by County, VCTC shall be entitled to specific performance and damages for any injury sustained as a result of County's breach.

10.3. Termination. In the event of a breach of this Agreement by either party, the Agreement may not be terminated prior to the end of the Term unless the parties mutually agree that termination is the most satisfactory remedy to the breach. Any termination pursuant to this subparagraph 10.3 shall be in writing and shall be executed by the parties.

11. Miscellaneous Provisions.

11.1. Waivers. No waiver of a breach or of the provisions of this Agreement by either party shall constitute a waiver of the same or any like other breach or other provision of this Agreement. VCTC's consent to or approval of any matter which is breach of, or fails to comply with, the provisions of this Agreement shall not be deemed to be consent to, or waiver of, any subsequent, simultaneous or prior breach or failure to comply with the provisions of this Agreement.

11.2. Recording. This Agreement shall not be recorded.

11.3. Cumulative Remedies. The remedies provided herein, with the exception of those specifically prohibited hereby, shall be cumulative and shall not preclude any other remedy permitted by law or equity.

11.4. Covenants and Conditions. Each provision of this Agreement performable by County shall be deemed both a covenant and condition.

11.5. Jurisdiction. This Agreement has been entered into in the State of California and jurisdiction for any action arising herefrom, including arbitration, shall be in the County of Ventura, State of California if based upon state law, and in the District Court for the Central District of California, Los Angeles, California, if based upon federal law.

11.6. Notices. Any notice required by this Agreement shall be in writing, shall be personally delivered or sent by certified United States Mail with return receipt requested, shall be deemed delivered on the date of personal delivery to other party if so delivered or on the fifth (5th) day after the postmark thereon if sent by United States Mail, and shall be sent to the address of the other party as hereinafter provided or such other address as on party may provide to the other from time-to-time, as follows:

If to VCTC:

Ventura County Transportation Commission and  
SPBLAC  
905 County Square Drive, Suite 207  
Ventura, CA 93003  
Attn: Executive Director

If to County:

County of Ventura, Public Works Agency  
800 South Victoria Ave., L#1600  
Ventura, CA 93009  
Attn: Real Estate Services

11.7. Severability. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

11.8. Construction, Captions, Number, Gender. This Agreement shall be construed pursuant to the laws of the State of California. The captions, numbers and divisions of this Agreement are for purposes of reference and shall not be deemed to be a part of, or used to construe this Agreement. Gender and number shall be construed to conform to the number and gender appropriate to the plain meaning of the text in which they appear.

11.9. Time of the Essence. Time is of the essence to the terms and conditions of this Agreement.

11.10. Possessory Interest and Property Taxes. It is anticipated that no possessory interest or property tax will be assessed against the Property or uses of the Property. If possessory interest or property taxes are assessed, County agrees they shall be the sole obligation of County and/or any lessee of the Property and that VCTC shall have no obligation therefor.



11.11. Consents. Wherever the consent or approval of one party is required to an action or proposed action to be taken by the other party, such consent or approval shall not be unreasonably withheld.

11.12. Warranty of Authority. Each party warrants to the other party that this Agreement has been executed with the full authority of its principal by a person duly authorized by said principal to execute same.

11.13. Amendments. This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto. Any such modification may be executed by the Director of Public Works Agency, or an authorized representative on behalf of the County.

11.14. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and it shall not be altered, amended or construed by, or in accordance with, any other agreement whether prior or contemporaneous, written or oral.

11.15. Conveyance to County. This Agreement does not release VCTC from its obligation to convey the property to the County as described in the agreement identified in Recital B(3) herein. Further, pursuant to this Agreement VCTC shall pay to County, within fourteen (14) days of execution of this Agreement by both parties, the amount of \$10,000.00, and prior to January 1, 1998 the additional amount of \$10,000.00. Such sum is rent collected by VCTC prior to the effective date of this Agreement to which County is entitled, less \$13,172.00 for VCTC's prior management. The above amounts are based on a July 1, 1997, Effective Date, and shall be adjusted should Effective Date be other than July 1, 1997.

11.16. Approval by Board of Supervisors. This Agreement was approved by the Board of Supervisors' action of July 15, 1997, (Item No. 19).


11.17. Approval by VCTC. This Agreement was recommended for approval by the Santa Paula Branch Line Advisory Committee on June 30, 1997 and approved by VCTC on July 11, 1997.

WHEREFORE, this Agreement, consisting of seven (7) pages, including the following signature page, but exclusive of the Exhibits, has been executed as of July 1, 1997, the Effective Date.

SIGNATURE PAGE

VENTURA COUNTY TRANSPORTATION  
COMMISSION

Date: 7/22/97

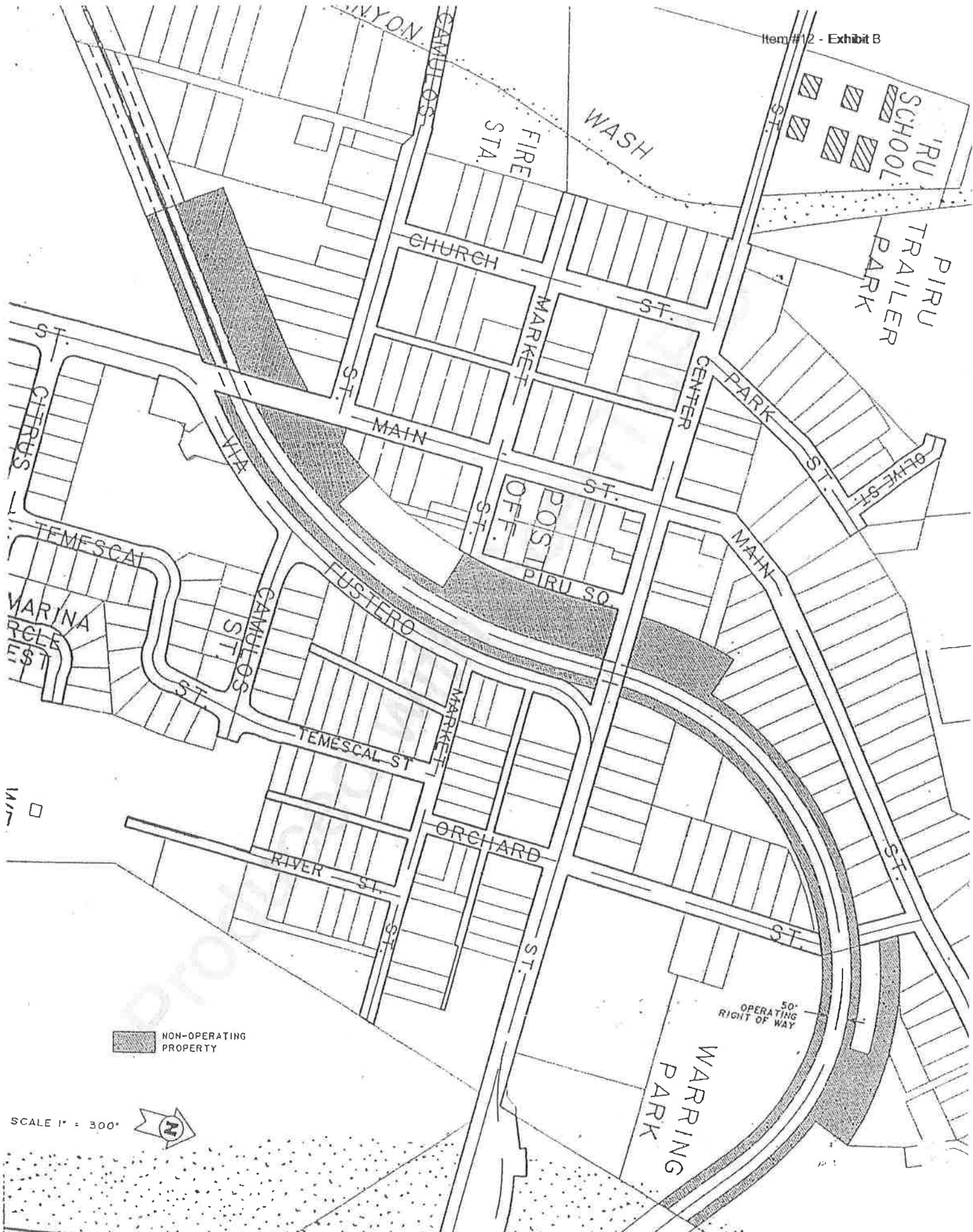
By   
Ginger Gherardi  
Executive Director VCTC

COUNTY OF VENTURA

Date: 7/15/97

By   
Arthur E. Goulet, Director  
Public Works Agency







COUNTY EXECUTIVE OFFICE  
JOHN F. JOHNSTON  
County Executive Officer

April 3, 2002

Kenneth A. Feldman, Project Officer  
Economic Development Administration  
U.S. Department of Commerce  
Jackson Federal Building, Room 1856  
915 Second Avenue  
Seattle, WA 98174

Re: EDA Grant 07-01-04779 – Heritage Valley Tourism Project  
Certificate As To Project Site, ROW, Easements & Title Opinion

Dear Ken:

Enclosed is the "Certificate As To Project Site, Rights-Of-Way and Easements". Mainstreet Architects, architects for the Town Square project, signed Part One of the certificate. The attorney for the Ventura County Transportation Commission signed Part Two. As you know, VCTC is currently the owner of title for the project site.

Please call me if you have any questions. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Monica Nolan".

Monica Nolan  
Management Analyst

F:\cao\Regional Dev\PIRU\EDA\HVT\Kenlett8.doc

U. S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATION

CERTIFICATE AS TO PROJECT SITE, RIGHTS-OF-WAY, AND EASEMENTS

Part One  
Certificate of Engineer

I, the undersigned Engineer, certify that I am familiar with the design of the

PIRU TOWN SQUARE  
(Name/Type of Facility)

being constructed by the COUNTY OF VENTURA REDEVELOPMENT AGENCY  
(Name of Owner)

as part of EDA Project Number 07-01-04719 and that all of such facilities will be constructed wholly within the land, leasehold interest and rights-of-way hereinafter described and existing public streets and roads. I further certify that the land, leasehold interest and rights-of-way being purchased as hereinafter described are sufficient but not in excess of actual needs for the Project as planned and approved by the Owner.

1. Fee Title or a long term leasehold interest is required for the following property (Project elements constructed above ground should be on land owned in Fee. Describe each tract, whether presently owned or to be acquired, and indicate what Project element is to be constructed thereon, i.e., tank site, pumping station, treatment plant, etc.; if more space is needed use additional sheets marked 'Exhibit A'):

2. The following easements and rights-of-way will be required for this Project (describe each easement and right-of-way, whether presently owned or to be acquired. Describe by courses and distances and by name of Owner, including area in acres; if more space is needed use additional sheets marked 'Exhibit B'):

3. The following state, railroad, highway or other permits will be required (describe location and name of permitter; if more space is needed use additional sheets marked 'Exhibit C'):

WITNESS MY HAND, this the 15<sup>th</sup> day of Feb., 2002

[Signature]  
Registered Professional Engineer Architect

Telephone No. 805-652-2115

422 E. MAIN ST.  
Address

VENTURA CA 93001  
City State

(TO BE COMPLETED BY ARCHITECT/ENGINEER AND FORWARDED TO OWNER'S ATTORNEY)

## Certificate as to Project Site, Rights-of-Way, and Easements

### Exhibit A

The project is to be built over two legal parcels: APN 056-0-102-160 and APN 056-0-060-220. Both properties are held in fee title by the VENTURA COUNTY TRANSPORTATION COMMISSION, a county transportation commission. Attached to this exhibit are:

- Preliminary Title Report describing the land, the owner's interest (Schedule A) and exceptions (Schedule B) to this interest;
- Long Term Lease Agreement between the Ventura County Transportation Commission and the County of Ventura ("Property Rights and Management Agreement"), which assigns management rights to the County of Ventura;
- Recently recorded Covenant Of Purpose, Use and Ownership, placed on the property for the benefit of the Economic Development Administration, United States Department of Commerce.

The project consists of the construction of two buildings and site work on approximately seven acres.

There will be construction of a 1,004 sq.ft. train depot (retail building including public restrooms), a 464 sq.ft. community pavilion, landscaping, hardscaping, lighting, fencing, fountain, public parking, park amenities (including pedestrian/bicycle path, picnic tables and benches, drinking fountains, etc.) and appurtenant work.

### Exhibit B

No easements or rights-of-way needed to be acquired as part of this project.

### Exhibit C

The following permits have been acquired:

PD-1805	Planned Development Permit for Piru Town Square
C00-001444	Combined Building Permit
01-603	Encroachment Permit
9443	Grading Permit

Part Two  
Title Opinion

MARY REDUS GAYLE

I, \_\_\_\_\_, Attorney-at-Law,

representing the VENTURA COUNTY TRANSPORTATION COMMISSION ("VCTC")  
(hereinafter the 'Owner') do hereby certify that:

1. I have examined the public record of Ventura County, Calif- State ornia  
from the period of 02/27/1880 to 03/22/02 (which period of time should be at least 40 years). Based upon  
said examination, I find and am of the opinion that VCTC is vested with marketable, fee simple title  
to the land referenced in Part One hereof as being required in fee, subject only to the following liens, encumbrances and objections  
(if none write 'None'):

Any encumbrances or objections to the fee simple title listed above will not, in my opinion, restrict or interfere with the contemplated  
construction, use or purpose of the aforesaid EDA Project.

2. This is to further certify that all easements or rights-of-way described in Part One as being needed for the noted Project have been  
acquired by the Owner, that all long term leases described in Part One as being needed for the noted Project have been entered into  
by the Owner, that I have examined the instruments creating the easements, rights-of-way, or long term leases described in Part One,  
and it is my opinion that said instruments are valid as to form and substance for the purposes intended and provide the Owner with  
sufficient interest to construct and maintain the Project facilities.

I certify that I have examined the public records for the purpose of ascertaining that said easements and/or rights-of-way have been  
obtained from the record owner(s).

3. The extent of said title examination, is sufficient for the purpose of establishing the validity of the title to said property and for the  
purpose of determining outstanding restrictions, liens, encumbrances, and ownership interests pertaining thereto.

4. All permits described in Part One as being needed for this Project have been obtained and I have examined all of said permits and am  
of the further opinion that said permits are valid as to form and substance for the purposes intended.

5. Remarks and Explanations:

03/24/2002

Date

  
\_\_\_\_\_  
Attorney-at-Law

Telephone No. 805-482-3531

1897 Bronson St.

Address

Camarillo

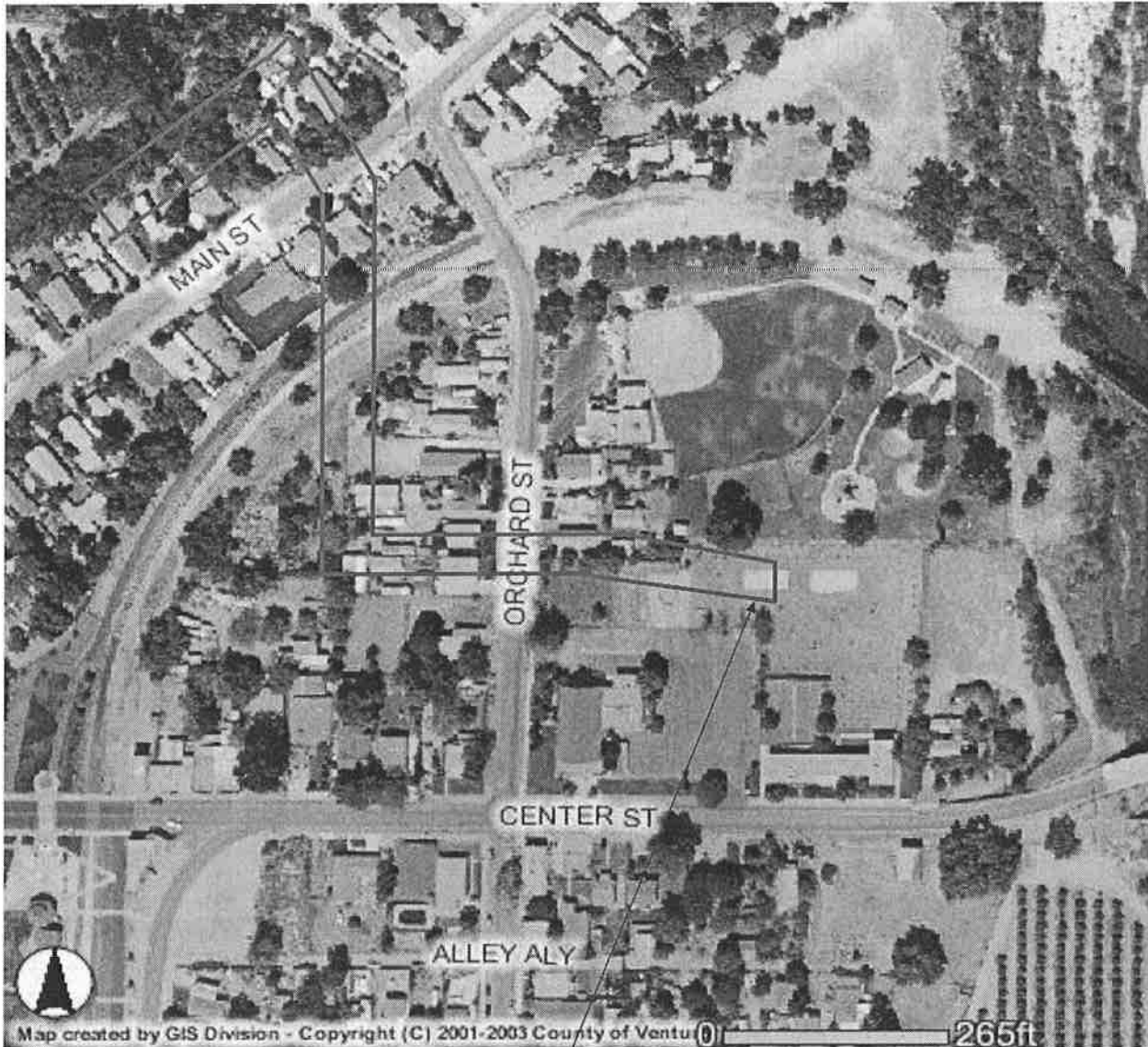
City

CA

State

- It is the sole responsibility of the Recipient/Grantee of the EDA grant award to provide a legal opinion verifying that the Recipient/Grantee has good title to all property required for completion of the Project as defined by the grant award.
- A long term leasehold interest is acceptable only if held by the Recipient/Grantee of the EDA grant award for a period not less than the estimated useful life of the Project and only if lease provisions adequately safeguard EDA's interest in the Project.
- Only legal descriptions of the property described herein should be attached to this form.
- If this title opinion is based on a title insurance policy, any exceptions listed on the policy should be explained and resolved in #5 above.
- EDA relies on this title opinion and does not make independent findings regarding title to the property described herein.





Piru Creek Outlet

**PIRU STORM DRAIN PROJECT**

New or replacement 24" to 36" pipe.  
Drains on both sides of Main and Orchard Street.  
Trenching in Main, Orchard, and Center Streets.  
Rebuild outlet structure at Piru Creek.  
Approximately 2400'.

Ventura County  
Public Works Agency  
Engineering Services Department

**RESOLUTION NO. 14-12**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, APPROVING THE CONDITION UPON TRANSFER OF THE PIRU  
TOWN SQUARE DEPOT PROJECT TO THE COUNTY OF VENTURA AND DIRECTING  
SUCCESSOR AGENCY STAFF, UPON ACCEPTANCE OF THE TRANSFER AND THE CONDITION  
BY THE COUNTY OF VENTURA, TO IMPLEMENT THE CONDITION AFTER THE TRANSFER**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura was designated the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") under Health and Safety Code Section 34173(a); and

WHEREAS, on March 13, 2014, the Oversight Board received a Determination Letter from the Department of Finance (DOF) approving the Successor Agency's Long Range Property Management Plan (Amended LRPMP), which provides for the transfer of the Piru Town Square Depot Project to the County of Ventura; and

WHEREAS, on May 8, 2014, the Oversight Board adopted Resolution No. 14-08 (Exhibit A), approving the proposed transfer of the Piru Town Square Depot Project to the County of Ventura at no cost; and

WHEREAS, the DOF issued a Determination Letter (Exhibit B), dated May 14, 2014, approving Resolution No. 14-08 and the transfer of the Piru Town Square Depot Project to the County of Ventura at no cost; and

WHEREAS, on June 12, 2014, Successor Agency staff reported the deferred maintenance on the Piru Town Square Depot, previously approved by Resolution No. 14-06 (Exhibit C), cannot take place until early September 2014 due to birds nesting in the gazebo and depot structures; and

WHEREAS, on June 12, 2014, Successor Agency staff reported to the Oversight Board that the recommendation to transfer of the Piru Town Square Depot to the County of Ventura is scheduled to occur at the County of Ventura's Board of Supervisors' meeting on June 24, 2014; and

WHEREAS, on June 12, 2014, the Oversight Board approved adding a condition to the proposed transfer so that, upon transfer of the Piru Town Square Depot to the County of Ventura, the \$41,000, previously approved in Resolution No. 14-06, will continue to be an enforceable obligation of and paid by the Successor Agency, allowing for payment of invoices for the deferred maintenance work, as outlined in

Resolution No. 14-06, which is now set to occur after the birds vacate their nests in (approximately) September 2014; and

WHEREAS, this condition and the Successor Agency's obligations to make any payments toward the invoices for deferred maintenance work at the Piru Town Square Depot is restricted to only the work set forth and described in Resolution No. 14-06 and said obligation shall not exceed \$41,000; and

WHEREAS, the deferred maintenance work is to be completed by and all invoices submitted to the Successor Agency on or before December 31, 2014, and any residual funds from the \$41,000, not required to cover work performed and invoiced by such date will be retained by the Successor Agency.

NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. The Oversight Board hereby adopts this Resolution 14-12, approving the above-stated condition to be placed upon transfer of the Piru Town Square Depot Project to the County of Ventura upon acceptance of the transfer by the Board of Supervisors for the County of Ventura.
3. The Oversight Board directs Successor Agency staff to implement the condition after the transfer of the facility, to take action as needed therefor, and to notify the DOF of the adoption of this Resolution No. 14-12.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Bill Bartels, seconded by Member Paula Driscoll, this 12th day of June 2014.

By: 

Chair  
Oversight Board

ATTEST:

By: 

Successor Agency Secretary

RESOLUTION NO. 14-08

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, APPROVING THE PROPOSED TRANSFER OF THE PIRU  
TOWN SQUARE DEPOT PROJECT TO THE COUNTY OF VENTURA AND DIRECTING  
SUCCESSOR AGENCY STAFF TO FACILITATE THE PROPOSED TRANSFER**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura was designated the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") under Health and Safety Code Section 34173(a); and

WHEREAS, on March 13, 2014, the Oversight Board received the DOF's Determination Letter approving the Successor Agency's Long Range Property Management Plan (Amended LRPMP); and

WHEREAS, pursuant to Health and Safety Code Section 34191.4, the Successor Agency shall, after approval of its LRPMP by the DOF, transfer all real property and interests in real property to the Community Redevelopment Property Trust Fund of the Successor Agency unless that property is subject to the requirements of any existing enforceable obligation; and

WHEREAS, the Piru Town Square Depot Project, Storm Drain Project, and Bank Building are not subject to the requirements of any existing enforceable obligations; and

WHEREAS, on April 10, 2014, the Oversight Board acknowledged the transfer of the Town Square Project, Storm Drain Project, and Bank Building to the Community Redevelopment Property Trust Fund of the Successor Agency by operation of law; and

WHEREAS, pursuant to Health and Safety Code Section 34191.3, once the DOF approved the Amended LRPMP, the Amended LRPMP governs and supersedes all other provisions of law relating to the disposition and use of the real property assets of the Successor Agency, including the Piru Town Square Depot Project; and

WHEREAS, the approved Amended LRPMP identified the use of the Piru Town Square Depot Project as a governmental use and for said property interest to be transferred to the County of Ventura at no cost.

NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.

2. The Oversight Board hereby adopts this Resolution 14-08, approving the proposed transfer of the Piru Town Square Depot Project to the County of Ventura at no cost.
3. The Oversight Board directs Successor Agency staff to facilitate the proposed transfer of the facility, to take action as needed therefor, and to notify the DOF of the adoption of Resolution No. 14-08.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member Christy Madden this 8th day of May 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary



EDMUND G. BROWN JR. ■ GOVERNOR  
915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

May 14, 2014

Ms. Donna McKendry, Management Analyst  
County of Ventura  
800 S. Victoria Avenue, L#1940  
Ventura, CA 93009

Dear Ms. McKendry:

Subject: Approval of Oversight Board Actions

The County of Ventura Successor Agency (Agency) notified the California Department of Finance (Finance) of its May 8, 2014 Oversight Board (OB) resolutions on May 9, 2014. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB actions.

Based on our review and application of the law, OB Resolutions 14-08 and 14-09 approving the transfer of the Piru Town Square Depot and Piru Storm Drain respectively to the County of Ventura for governmental use, are approved.

Pursuant to HSC section 34191.5, the Agency's Long-Range Property Management Plan (LRPMP) was approved by Finance on March 10, 2014. OB Resolutions 14-08 and 14-09 authorize the transfer of the parcels that have been approved on the LRPMP.

Please direct inquiries to Beliz Chappuie, Supervisor, or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,

JUSTYN HOWARD  
Assistant Program Budget Manager

cc: Ms. Mary Ann Guariento, Accounting Officer, Ventura County  
Ms. Sandra Bickford, Chief Deputy, Ventura County Auditor-Controller  
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State  
Controller's Office  
California State Controller's Office

RESOLUTION NO. 14-06

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA, STATE OF CALIFORNIA,  
AUTHORIZING THE COUNTY OF VENTURA GENERAL SERVICES AGENCY TO PERFORM DEFERRED  
MAINTENANCE WORK ON THE PIRU TOWN SQUARE FACILITY AND DIRECTING SUCCESSOR AGENCY  
SECRETARY TO REVIEW AND APPROVE WORK ORDERS AND INVOICES FOR SAID WORK**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("OB") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura became the Successor Agency to The Redevelopment Agency of the County of Ventura ("SA") and is designated as the successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the SA; and

WHEREAS, pursuant to Health and Safety Code Section 34178, a SA wishing to enter or reenter into agreements with the county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its OB; and

WHEREAS, the OB authorized the SA to enter into a memorandum of agreement ("MOA") between the County of Ventura and the SA for general maintenance and repair work at the Piru Town Square Park and Piru Bank Building, which was executed on or about May 21, 2013 (Exhibit A); and

WHEREAS, the OB authorized the SA to enter into a first amendment to the MOA between the County of Ventura and the SA to include calculated labor rates for the GSA Parks Department in the Agreement's Services Reimbursement Rate and Methodology, which was executed on or about September 17, 2013 (Exhibit B); and

WHEREAS, the OB authorized Resolution No. 14-01 (Exhibit C), authorizing GSA to enter into a second amendment to the MOA ("Second Amendment") to increase the cost of GSA services by \$41,000 pursuant to the GSA cost estimate (Exhibit D) with a not to exceed amount of \$116,000 and a condition that GSA first provide detailed information and pictures reflecting the work that needs to be done and,

in addition, to seek prior OB approval for all work exceeding the original (now, former) \$75,000 budget for the current fiscal year; and

WHEREAS, on March 13, 2014, GSA provided the OB with a detailed explanation of the needed work, including photographs (Exhibit E) and testimony from the director of GSA Parks, regarding the immediate need for previously deferred maintenance work to be done as soon as feasible due to severe deterioration of the property and structures at issue; and

WHEREAS, on March 13, 2014, the OB considered such evidence and testimony from representatives and residents of Piru confirming the immediate need for such work to be done, and then determined that all such maintenance work should be done as soon as possible.

NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. GSA's request to perform the above-described maintenance work, pursuant to the Second Amendment to the MOA, as previously amended and conditioned, is hereby approved provided such work does not exceed the full amount authorized therein.
3. The OB hereby directs the Successor Agency's Secretary to review and approve the work orders and invoices for such maintenance, while ensuring that the amount expended for such work (and all other work authorized by the MOA) does not exceed the GSA MOA's fiscal-year budget.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Christy Madden, seconded by Member Matt Carroll, this 13th day of March 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary



**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN  
THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER  
REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA  
FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2013, with respect to the following:

**WHEREAS**, the SA has been and is in need of County's staff services in connection with maintenance and upkeep of the Piru Town Square and the Piru Bank Building; and

**WHEREAS**, the County has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the County; and

**WHEREAS**, the County is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide staff services to the SA at an estimated cost not to exceed \$75,000 through fiscal year 2013-14;

**NOW THEREFORE**, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2013, and to and including June 30, 2014.
2. **Scope of Services.** The County of Ventura, through its General Services Agency (GSA), shall provide services, including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA, relating to the upkeep and operation of the Piru Town Square at 664 Piru Square (formerly 3977 Center Street) and the Piru Bank Building at 3940 East Center Street, which are located in the unincorporated area of the County, in the community of Piru. GSA shall also handle all facility use agreements and film permits for the Piru Town Square and the Piru Bank Building for public, private and film industry use on behalf of the SA. Revenues collected by GSA on behalf of the SA for facility use and film permits shall be remitted to the SA.
3. **Additional Services.** SA may request additional services beyond the Scope of Services in Section 2. Agreement for provision and reimbursement of such additional services is required by both parties.
4. **Services Reimbursement Rate and Methodology.** Custodial, landscape maintenance, janitorial duties, facility repairs and general oversight services and related costs incurred shall be billed at Board of Supervisors approved contract service rates effective for the fiscal year 2013-14 term. Services and related costs of staff support and expenses related to the terms within GSA film permits and facility use agreements for the Town Square Park and Bank Building facilities shall be billed using the applicable GSA fee schedules associated with processing film permits, facility reservations and associated administrative costs. All services are in an amount estimated not to exceed \$75,000, and charged to the SA at a frequency no less than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
6. **Indemnification.** SA shall defend, indemnify, and hold harmless the County, as well as its respective officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury

MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES

(including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.

- 7. Amendment. This Agreement may only be modified or amended in writing and with the prior written consent of both parties.
8. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
9. Venue. The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
10. Entirety of Contract. This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF VENTURA, a political Subdivision of the State of California

Dated: 5/21/13

By: Steve Morgan, Chief Deputy Director, General Services Agency

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA

Dated: 5/21/13

By: Donna McKendry, Secretary, Successor Agency to the Former Redevelopment Agency of the County of Ventura

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

This is the First Amendment to a Memorandum of Agreement made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), which parties made effective July 1, 2013.

**RECITALS**

**WHEREAS**, the County entered into a memorandum of agreement ("Agreement") with the SA effective July 1, 2013 to provide services, including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA, relating to the upkeep and operation of the Piru Town Square and the Piru Bank Building, which are located in the unincorporated area of the County, in the community of Piru. The County's General Services Agency (GSA) shall also handle all facility use agreements and film permits for the Piru Town Square and the Piru Bank Building for public, private and film industry use on behalf of the SA; and

**WHEREAS**, the term of the Agreement covers the period of time from and including July 1, 2013 and to and including June 30, 2014; and

**WHEREAS**, the County is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide staff services to the SA at an estimated cost not to exceed \$75,000 through fiscal year 2013-14;

**WHEREAS**, this Agreement may only be modified or amended in writing and with the prior written consent of both Parties; and

**WHEREAS**, the Parties now wish to modify the Agreement's Services Reimbursement Rate and Methodology to include the County's calculated labor rates for GSA Parks Department for FY 2013-14 using a methodology consistent with the labor rate development for other GSA budget units (Exhibit 1 hereto). Any work performed by GSA Parks Department staff on behalf of the SA will be in accordance with the rates set forth in Exhibit 1.

**NOW THEREFORE**, based upon the above stated recitals of fact and on the following terms and conditions the parties agree as follows:


1. The Agreement is hereby amended to include the GSA Parks Department rates, as set forth in Exhibit 1.
2. Except as modified hereby, all other terms and conditions of the Parties' prior Agreement, dated July 1, 2013, shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment is executed by the Parties hereto as of the date last signed and made effective July 1, 2013.

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

COUNTY OF VENTURA, a political  
Subdivision of the State of California

Dated: 9/16/13

By:   
Paul S. Grossgold  
Director  
General Services Agency

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: 9/17/13

By:   
Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura

Exhibit 1

GENERAL SERVICES AGENCY  
 PARKS DEPARTMENT  
 FISCAL YEAR 2012-2014  
 BUDGET DEVELOPMENT SCHEDULES  
 LABOR RATES

ACCT #	DISCUSSION	Maintenance Worker I		Maintenance Worker II		Maintenance Worker III		Maintenance Worker IV		Public Works Attendant		MW Total	Park Services Ranger I	Park Services Ranger II	Tempor Total	GRAND TOTAL
		2012	2013	2012	2013	2012	2013	2012	2013	2012	2013					
	DIRECT LABOR	\$ 51,588	\$ 162,818	\$ 137,972	\$ 76,428	\$ 80,232	\$ 417,074	\$ 152,041	\$ 151,274	\$ 284,227	\$ 741,227					
	INDIRECT LABOR															
2100	Office & Clerical - Base Rate	\$ 172,369	\$ 26,518	\$ 139,777	\$ 26,518	\$ 110,259	\$ 112,259	\$ 119,377	\$ 26,518	\$ 27,518	\$ 27,518	\$ 27,518	\$ 27,518	\$ 27,518	\$ 27,518	\$ 172,369
2101	Management - Administration	\$ 31,620	\$ 5,515	\$ 48,292	\$ 5,515	\$ 2,758	\$ 2,758	\$ 2,758	\$ 2,758	\$ 2,758	\$ 2,758	\$ 2,758	\$ 2,758	\$ 2,758	\$ 2,758	\$ 31,620
2102	Scientific and Maintenance	\$ 126,129	\$ 19,451	\$ 129,176	\$ 19,451	\$ 9,775	\$ 9,775	\$ 9,775	\$ 9,775	\$ 9,775	\$ 9,775	\$ 9,775	\$ 9,775	\$ 9,775	\$ 9,775	\$ 126,129
2103	Police - Administration	\$ 57,901	\$ 8,478	\$ 48,792	\$ 8,478	\$ 9,484	\$ 9,484	\$ 9,484	\$ 9,484	\$ 9,484	\$ 9,484	\$ 9,484	\$ 9,484	\$ 9,484	\$ 9,484	\$ 57,901
2104	Administrative - Supervisors	\$ 23,126	\$ 3,478	\$ 26,792	\$ 3,478	\$ 3,478	\$ 3,478	\$ 3,478	\$ 3,478	\$ 3,478	\$ 3,478	\$ 3,478	\$ 3,478	\$ 3,478	\$ 3,478	\$ 23,126
	LABOR SUBTOTAL	\$ 302,734	\$ 78,912	\$ 195,810	\$ 76,412	\$ 96,201	\$ 112,259	\$ 119,377	\$ 26,518	\$ 27,518	\$ 27,518	\$ 27,518	\$ 27,518	\$ 27,518	\$ 27,518	\$ 302,734
	LABOR ADJUSTMENTS															
2105	Overtime	\$ 1,421	\$ 2,631	\$ 1,421	\$ 2,631	\$ 1,421	\$ 1,421	\$ 1,421	\$ 1,421	\$ 1,421	\$ 1,421	\$ 1,421	\$ 1,421	\$ 1,421	\$ 1,421	\$ 1,421
2106	Vacation Buydown Plan	\$ 2,111	\$ 4,320	\$ 4,320	\$ 4,320	\$ 2,111	\$ 2,111	\$ 2,111	\$ 2,111	\$ 2,111	\$ 2,111	\$ 2,111	\$ 2,111	\$ 2,111	\$ 2,111	\$ 2,111
	TOTAL LABOR ADJUSTMENTS	\$ 3,532	\$ 6,951	\$ 5,741	\$ 6,951	\$ 3,532	\$ 3,532	\$ 3,532	\$ 3,532	\$ 3,532	\$ 3,532	\$ 3,532	\$ 3,532	\$ 3,532	\$ 3,532	\$ 3,532
	INDIRECT COSTS	\$ 178,182	\$ 267,289	\$ 215,216	\$ 112,259	\$ 112,259	\$ 112,259	\$ 112,259	\$ 112,259	\$ 112,259	\$ 112,259	\$ 112,259	\$ 112,259	\$ 112,259	\$ 112,259	\$ 178,182
	TOTAL LABOR COSTS	\$ 484,448	\$ 862,152	\$ 626,767	\$ 295,630	\$ 321,719	\$ 437,777	\$ 437,777	\$ 437,777	\$ 437,777	\$ 437,777	\$ 437,777	\$ 437,777	\$ 437,777	\$ 437,777	\$ 484,448
	OFFERING RESERVE															
	Material Savings	\$ 20,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 20,000
	TOTAL REDUCTIONS	\$ 20,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 20,000
	TOTAL OPERATING COSTS	\$ 464,448	\$ 861,152	\$ 625,767	\$ 294,630	\$ 320,719	\$ 436,777	\$ 436,777	\$ 436,777	\$ 436,777	\$ 436,777	\$ 436,777	\$ 436,777	\$ 436,777	\$ 436,777	\$ 464,448
	PER HOUR FULLY-LOADED LABOR RATES (PER HOUR)	\$ 17.81	\$ 17.77	\$ 17.80	\$ 17.77	\$ 17.81	\$ 17.81	\$ 17.81	\$ 17.81	\$ 17.81	\$ 17.81	\$ 17.81	\$ 17.81	\$ 17.81	\$ 17.81	\$ 17.81

NOTE: HOURS RATES: NET SALES DIVIDED BY NO. OF EMPLOYEES x 160 HRS = COMPOSITE RATE

- LESS:
- Holiday (Money @ 200%)
- Vacation (1/3 Day @ 100%)
- Sick Leave (100% x 200%)
- Breaks (334 hrs @ 200%)
- Shop meetings, Training, Safety Migs
- Awards, July 4th, Other Leave
- Reading Holiday
- HRT TEAM HOURS
- % EXPENSES PER PRODUCTIVITY

RESOLUTION NO. 14-01

RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, AUTHORIZING THE SUCCESSOR AGENCY TO ENTER INTO A SECOND  
AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF VENTURA  
GENERAL SERVICES AGENCY AND SUCCESSOR AGENCY TO INCREASE THE NOT TO EXCEED AMOUNT  
FOR COST OF GSA SERVICES TO \$116,000 AND DIRECT SUCCESSOR AGENCY SECRETARY TO SIGN  
AMENDMENT

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012 such that the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") shall be designated as successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; and

WHEREAS, pursuant to Health and Safety Code Section 34178, a successor agency wishing to enter or reenter into agreements with the county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its oversight board; and

WHEREAS, the Oversight Board authorized the Successor Agency to enter into a memorandum of agreement ("MOA") between the County of Ventura and the Successor Agency for general maintenance and repair work at the Piru Town Square Park and Piru Bank Building, which was executed on or about May 21, 2013 (Exhibit A); and

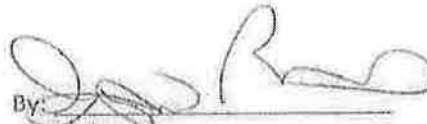
WHEREAS, the Oversight Board authorized the Successor Agency to enter into a first amendment to the MOA between the County of Ventura and the Successor Agency to include calculated labor rates for the GSA Parks Department in the Agreement's Services Reimbursement Rate and Methodology, which was executed on or about July 1, 2013 (Exhibit B); and

WHEREAS, the Successor Agency wishes to enter into a second amendment to the MOA ("Second Amendment") to increase the cost of GSA services by \$41,000 to a not to exceed amount of \$116,000 (Exhibit D).

NOW, THEREFORE BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. The Second Amendment is hereby approved.
3. The Oversight Board delegates to the Successor Agency's Secretary the authority to prepare and sign the Second Amendment.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member Christy Madden, this 13<sup>th</sup> day of February 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary



# Job Order Contract Customer Approval/Requisition Form

**Date:** August 27, 2013  
**To:** Donna McKendry, Management Analyst II  
**From:** Glenn Hemme, Manager, GSA Projects Group  
**Re:** Piru Park Building & Gazebo Exterior Painting  
Work Order Number - J14950B  
Location - Piru Train Station

**Brief Scope:** Paint exterior surfaces of the Piru Train Station and Gazebo.

Dear Donna McKendry:

By signing in the space provided below, you, as an authorized signature authority for your budget are approving GSA Projects Group to proceed with the project as noted. Additionally, you are giving GSA your approval to authorize the necessary paperwork to cause an encumbrance of the funding and the making of payments to the vendor against the accounts identified below.

Construction Costs: \$37,713.94      Project Management Costs @9.90%: \$3,733.68      Total Project Cost: \$41,447.62

Prepared by:

Client Contact: Donna McKendry, Management Analyst II

Michael Sterling      8-27-13  
Michael Sterling, Project Manager      Date

Reviewed by:

MTM Construction Inc

Vendor Name

Glenn Hemme      8/27/13  
Glenn Hemme, Manager, GSA Projects Group      Date

Funding Approved by:

\_\_\_\_\_  
(Signature)

2014A/7112/J14950B

Contract Code/PG Number

\_\_\_\_\_  
(Print Name)

I HEREBY CERTIFY THAT FUNDS FOR THIS PURCHASE WERE AUTHORIZED AND PROVIDED IN THE CURRENT COUNTY BUDGET

Agency Fund#	Agency	Budget Unit#	Object#	Activity#	Job#
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## Job Order Contract Detailed Scope of Work

Date: August 26, 2013

Project: J14950B  
Piru Park Building & Gazebo Exterior Painting


Location: Piru Train Station

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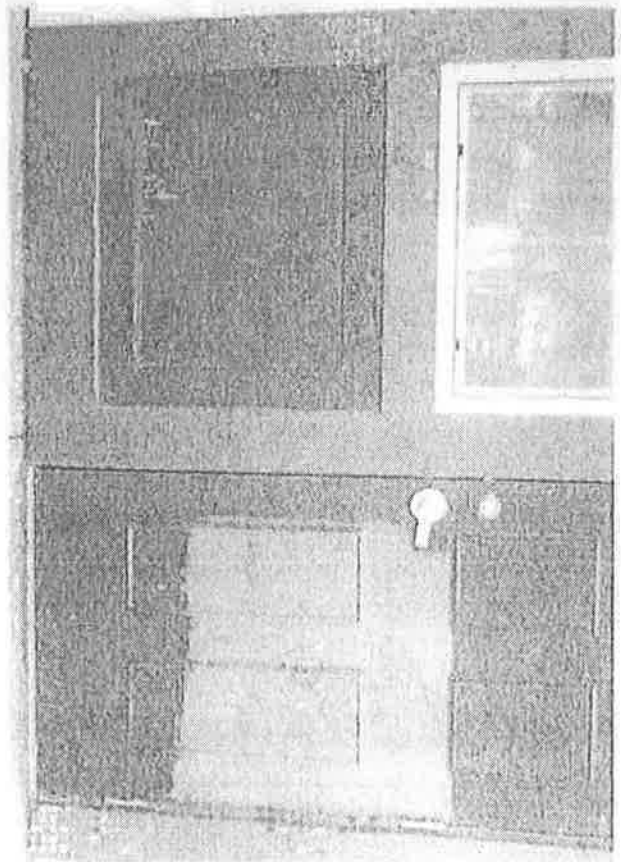
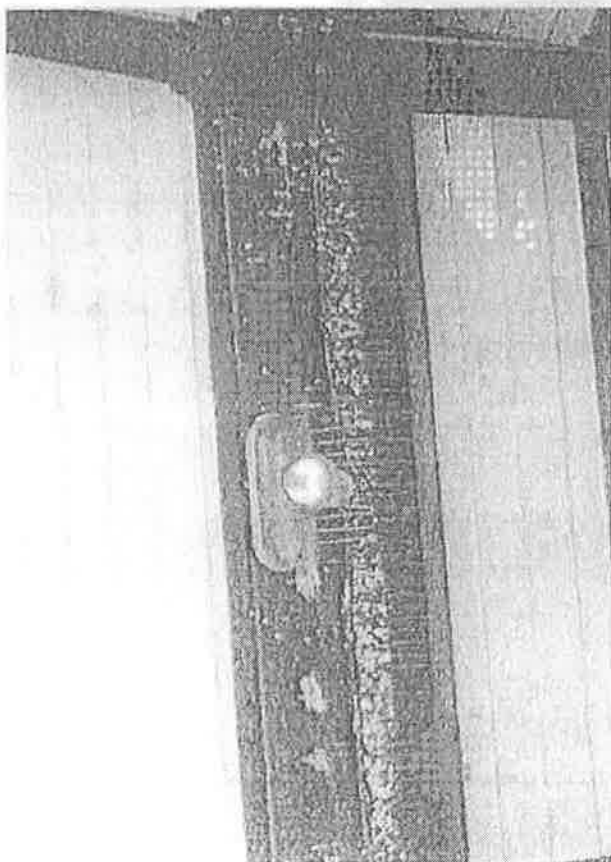
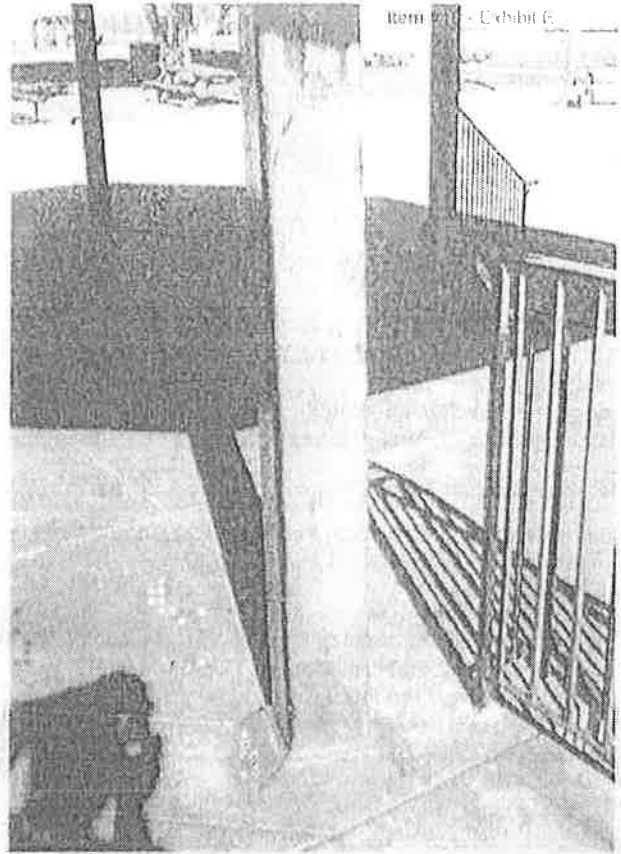
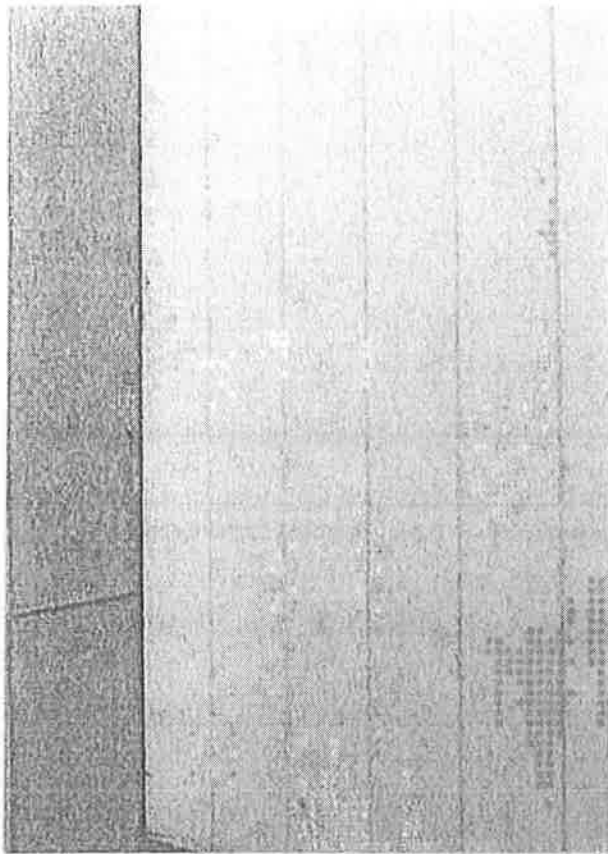
### Detailed Scope of Work

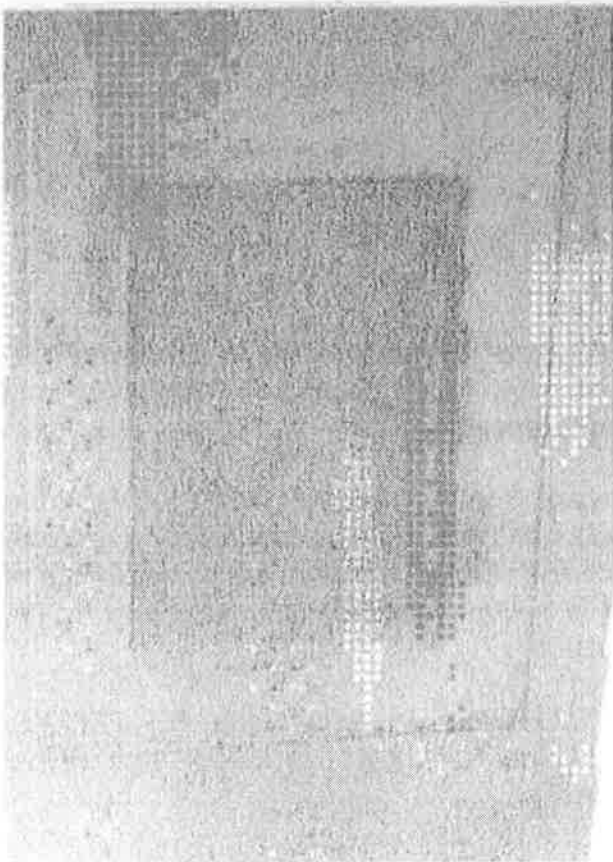
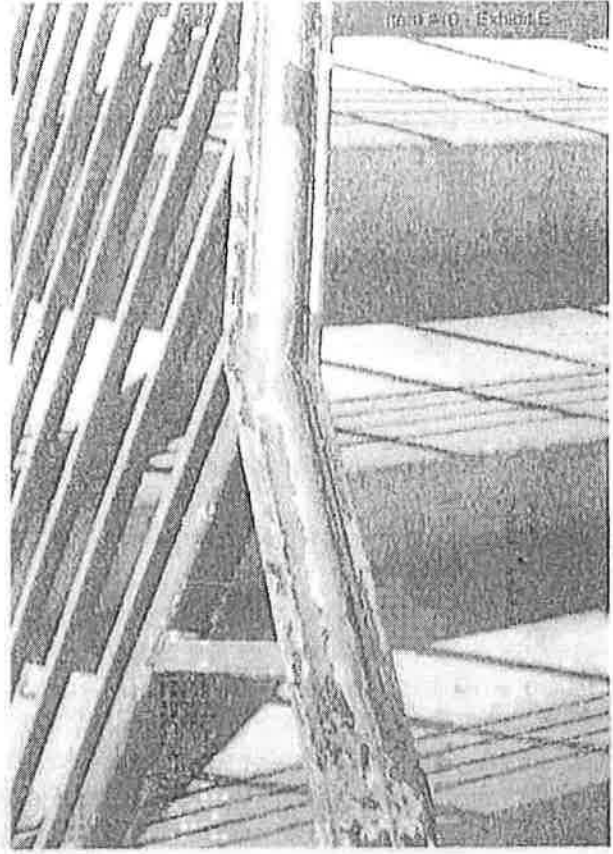
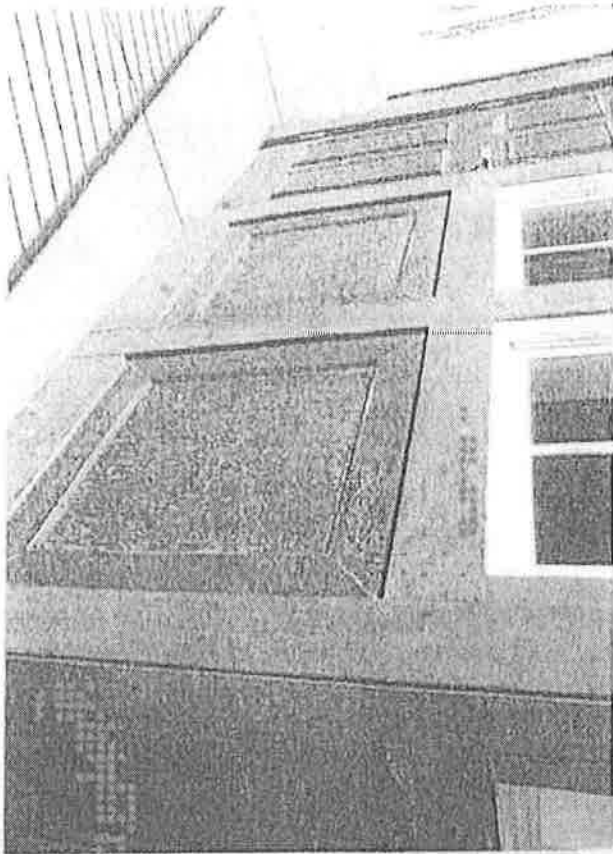
Paint exterior surfaces of the Piru Train Station and Gazebo. This shall include but is not limited to the following:

1. Train Station Exterior.
2. Gazebo Exterior.
3. All Railings.
4. Remove bottom turnouts of downspouts and cut 1/2 round opening at bottom.
5. All man doors to be painted on all sides.
6. Chain Link Cage around A/C unit to be painted.
7. Remove/Replace Center Recessed Panels with primed exterior glued plywood and re-installed with adhesive on backs to prevent warpage.

  
Glenn Hemme, Manager, GSA Projects Group

8-26-13  
Date





**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA  
AGENDA REPORT**

---

**DATE:** September 11, 2014

**TO:** Oversight Board to Successor Agency

**FROM:** Donna McKendry, CEO Management Analyst

**SUBJECT:** Receive and File the Executed Agreements Between the Successor Agency and the County of Ventura's Auditor-Controller's Office, County Executive Office and the General Services Agency, effective July 1, 2014 through June 30, 2015, and Receive and File the Department of Finance E-mail Notice, Dated June 16, 2014, Regarding Resolution No. 14-11 Approving the Authorization of the Successor Agency to Reenter into Four Agreements with the County of Ventura and the Delegation of Authority to the Successor Agency Secretary to Sign These Agreements

**FISCAL IMPACT:**

No fiscal impact.

**DISCUSSION:**

At your June 12, 2014 meeting, your Board adopted Resolution No. 14-11 (Exhibit A) authorizing the Successor Agency (SA) to reenter into four agreements with the County of Ventura and the SA Secretary to sign said agreements.

Attached are copies of the fully executed Memoranda of Agreement (MOA) between the SA and the County of Ventura's Auditor Controller's Office (Exhibit B), County Executive Office (Exhibit C) and General Services Agency (Exhibit D). The MOA with the Office of County Counsel required minor revisions and is being presented to your Board for re-approval as Agenda Item No. 14 of today's meeting.

On June 16, 2014, the Department of Finance (DOF) sent an e-mail notice (Exhibit E) to the SA Secretary stating its approval of Resolution No. 14-11, by which your Board authorized the SA to reenter into these agreements.

Oversight Board  
Item No. 13  
September 11, 2014  
Page 2 of 2

**RECOMMENDATION:**

It is recommended that your Board:

Receive and file the executed MOAs for the Auditor Controller's Office (Exhibit B), the County Executive Office (Exhibit C) and the General Services Agency (Exhibit D), as well as the DOF's e-mail notice (Exhibit E), dated June 16, 2014, accepting your Board's adoption of Resolution No. 14-11 (Exhibit A), by which you approved and authorized the SA Secretary to sign these three MOAs.

Exhibit A – Resolution No. 14-11  
Exhibit B – 2014-15 ACO MOA  
Exhibit C – 2014-15 CEO MOA  
Exhibit D – 2014-15 GSA MOA  
Exhibit E – DOF Email Notice dated June 16, 2014

**RESOLUTION NO. 14-11**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, AUTHORIZING THE SUCCESSOR AGENCY TO REENTER  
INTO FOUR AGREEMENTS WITH THE COUNTY OF VENTURA**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura became the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; and

WHEREAS, pursuant to Health and Safety Code Section 34178, a successor agency wishing to enter or reenter into agreements with the county that formed the redevelopment agency may do so upon obtaining the approval of its oversight board: and

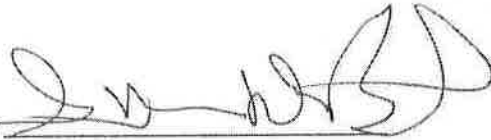
WHEREAS, the oversight board of the Successor Agency to the former Redevelopment Agency of the County of Ventura approves re-entry into four agreements with the County of Ventura for:

- The County of Ventura Auditor-Controller to provide financial and accounting services to the successor agency at an estimated cost not to exceed \$10,000 in the 2014-15 fiscal year.
- The County of Ventura County Counsel to provide legal services to the Successor Agency as it winds down the activities of the RDA at an estimated cost not to exceed \$100,000 in the 2014-15 fiscal year.
- The County of Ventura Chief Executive Office to provide administrative services at an estimated cost of not less than \$55,000 and not more than \$120,000, depending on the availability of funds within the Successor Agency's Administrative Budget for the 2014-15 fiscal year.
- The County of Ventura General Services Agency to provide services for the care, maintenance, and betterment of the Piru Town Square and Piru Bank Building until such time as these assets are sold or transferred. GSA shall also handle all facility use agreements and film permits for the Piru Town Square and the Piru Bank Building for public, private party, and film industry use. GSA's costs are estimated not to exceed \$121,000 in the 2014-15 fiscal year.

NOW, THEREFORE BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. Reentering the four above-noted agreements, as proposed, is hereby approved.
3. The Oversight Board delegates to the Successor Agency's Secretary the authority to finalize and sign said agreements.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Bill Bartels, seconded by Member Tom Kasper, this 12<sup>th</sup> day of June 2014.

By: 

Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary

Exhibit A

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA  
FOR ONGOING FINANCIAL AND ACCOUNTING SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2014, with respect to the following:

**WHEREAS**, the SA has been and is in need of County's financial and accounting services in connection with the execution of its duties; and

**WHEREAS**, the Auditor-Controller has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the Auditor-Controller's Office; and

**WHEREAS**, the Auditor-Controller is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide financial and accounting services to the SA at an estimated cost not to exceed \$10,000 through fiscal year 2014-15, or as amended by mutual written agreement;

**NOW THEREFORE**, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2014, and to and including June 30, 2015.
2. **Scope of Services.** The County of Ventura, through its Auditor-Controller's Office, shall provide financial and accounting services for the SA, including but not limited to: review of budget, input of budget into the Ventura County Financial Management System (VCFMS); document processing for accounts payable; review of budget modifications; review of board letters, State Controller and/or Department of Finance (DOF) mandated reporting and supporting documentation or exhibits; responding to program-specific inquiries from peers, analysts, auditors and other private or governmental agencies; review of the Recognized Obligation Payment Schedule (ROPS) for tax year 2014-2015; and work with external auditors related to preparation of annual financial reports for the year ended June 30, 2013 including SA or County-specific Basic Financial Statements as required by the Governmental Accounting Standards Board, Annual Report of Housing Activity, Agreed-Upon Procedures Report, and Due Diligence Review. The Auditor-Controller's Office may manage separate audit agreements between the SA and external auditors and the State Department of Finance (DOF), including the approval of invoices for work performed by the external auditors.
3. **Additional Services.** SA may request additional services beyond the scope of services in Section 2. Written agreement by both parties is required for provision and reimbursement of such additional services.
4. **Services Reimbursement Rate and Methodology.** Services and related costs incurred shall be billed at Board of Supervisors approved contract service rates effective for the fiscal year 2014-15 term, in an amount estimated not to exceed \$10,000, and charged to the SA at a frequency no more than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Services Billing and Methodology.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the Board of Supervisors and the Ventura County Auditor-Controller and shall be based on a quarterly billing cycle.
6. **External Audit.** Costs of the external audit for the SA financial statements shall be borne entirely by the SA. The audit of financial statements for the fiscal year ending June 30, 2014 is covered by a separate agreement between the SA and the external auditors. Accordingly, related audit costs are not included in the amount noted in item 4.



Exhibit A

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA  
FOR ONGOING FINANCIAL AND ACCOUNTING SERVICES**

7. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
8. **Indemnification.** SA shall defend, indemnify, and hold harmless the County, as well as its respective officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.
9. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.
10. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
11. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
12. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF VENTURA, a political  
Subdivision of the State of California

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jeffery S. Burgh  
Assistant Auditor-Controller

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura

Item #13 - Exhibit A

**MEMORANDUM OF AGREEMENT REGARDING SERVICES**  
**BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE**  
**FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR**  
**ONGOING VENTURA COUNTY COUNSEL LEGAL SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2014, with respect to the following:

**WHEREAS**, the SA has been and is in need of County Counsel's legal services in connection with the execution of its duties; and

**WHEREAS**, the County Counsel has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the Ventura County Counsel; and

**WHEREAS**, the County Counsel is authorized, pursuant to ABx1 26 (2011), to provide legal services to the SA and the SA is authorized to pay fees for such services from its administrative budgets; and

**NOW THEREFORE**, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding legal services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2014, and to and including June 30, 2015.
2. **Cost of Services.** The County Counsel budget for services rendered to the SA and Oversight Board (OB) for July 1, 2014 to December 31, 2014 is an estimated cost not to exceed \$50,000; and the budget for January 1, 2015 to June 30, 2015 is an estimated cost not to exceed \$50,000.
3. **Scope of Services.** The County, through its County Counsel Office, shall provide staff legal services for, and on behalf of the SA, including but not limited to: review and revision of draft reports, resolutions, exhibits, and agenda for OB meetings; review and revision of "Meet and Confer" requests for filing with the Department of Finance (DOF); review and advice regarding proposed and adopted legislation impacting the SA or OB; review and defense of claims made and actions filed against the SA or OB; research and preparation of advice to OB at request of OB or its Chair; attendance and response to inquiries from OB members at all regularly and specially scheduled meetings of the OB.
3. **Additional Services.** SA may request additional services beyond the Scope of Services in Section 2. Agreement for provision and reimbursement of the additional services is required by both parties.
4. **Services Reimbursement Rate and Methodology.** Services and related costs incurred shall be billed at the Board of Supervisors' approved contract services rates effective for the fiscal year 2014-15, in an amount estimated not to exceed \$190.00 per hour, and charged to the SA at a frequency no more than on a monthly basis, or as may be agreed in writing by the parties.
5. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
6. **Indemnification.** SA shall defend, indemnify, and hold harmless the County as well as those its officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.

Item #13 - Exhibit A

**MEMORANDUM OF AGREEMENT REGARDING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR  
ONGOING VENTURA COUNTY COUNSEL LEGAL SERVICES**

7. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.
8. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
9. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
10. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF VENTURA, a political  
Subdivision of the State of California

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Leroy Smith  
County Counsel

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura

Item #18 - ETL/EA

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR  
ONGOING STAFF ADMINISTRATIVE SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2014, with respect to the following:

**WHEREAS**, the SA has been and is in need of County's staff services in connection with the execution of its duties; and

**WHEREAS**, the County Executive Office has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the County Executive Office; and

**WHEREAS**, the County Executive Office is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide staff services to the SA in an amount estimated to be not less than \$55,000 and not more than \$120,000, depending on the availability of funds within the SA's Administration Budget through fiscal year 2014-15;

**NOW THEREFORE**, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2014, and to and including June 30, 2015.
2. **Scope of Services.** The County of Ventura, through its County Executive Office, shall provide staff administrative services for, and on behalf of the SA, including but not limited to: preparation for Oversight Board meetings, including preparation of staff reports and resolutions; preparation and management of budgets; execution of the Annual Work Plans; development, implementation and management of programs, policies, procedures, contracts, and operations; completion of special studies and reports; interaction and negotiation with other agencies, private individuals, and businesses; grant writing and administration, to include accounting services.
3. **Additional Services.** SA may request additional services beyond the Scope of Services in Section 2. Agreement for provision and reimbursement of the additional services is required by both parties.
4. **Services Reimbursement Rate and Methodology.** Services and related costs incurred shall be billed at the Board of Supervisors' approved hourly contract services rates effective for the fiscal year 2014-15 term, in an amount estimated to be not less than \$55,000 and not more than \$120,000, depending on the availability of funds within the SA's Administration Budget and charged to the SA at a frequency no more than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
6. **Indemnification.** SA shall defend, indemnify, and hold harmless the County as well as those its officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.
7. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.

Item # 18 of Exhibit A

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR  
ONGOING STAFF ADMINISTRATIVE SERVICES**

8. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
9. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
10. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF VENTURA, a political  
Subdivision of the State of California

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Powers  
County Executive Officer

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura

**MEMORANDUM OF AGREEMENT REGARDING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA  
FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2014, with respect to the following:

**WHEREAS**, the SA has been and is in need of County's staff services including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA, relating to the upkeep and operation of the Piru Town Square and the Piru Bank Building, which are located in the unincorporated area of the County, in the community of Piru; and

**WHEREAS**, the County's General Services Agency (GSA) also agrees to process all facility use agreements and film permits for the Piru Town Square and the Piru Bank Building for public, private and film industry use on behalf of the SA; and

**WHEREAS**, pursuant to ABx1 26 (2011) and previously approved administrative SA budgets, the County is authorized to provide staff services to the SA at an estimated cost not to exceed \$80,000 through fiscal year 2014-15; and

**WHEREAS**, ROPS 14-15A, covering the period of July1, 2014 through December 31, 2014, has been approved by the Oversight Board and the Department of Finance (Exhibit A – DOF Determination Letter) which approved \$40,000 (one-half of the \$80,000) over the first six-month period (Exhibit B – ROPS Detail, Line Item #1) for maintenance services with the County of Ventura-GSA; and

**WHEREAS**, the Oversight Board authorized Resolution No. 14-01 (Exhibit C), authorizing GSA to enter into a second amendment to the MOA to increase the cost of GSA services by \$41,000 to cover deferred maintenance services and authorized Resolution No. 14-06 (Exhibit D), authorizing GSA to proceed with the deferred maintenance work; and

**WHEREAS**, the approved ROPS 14-15A, covering the period of July1, 2014 and to and including December 31, 2014, includes the deferred maintenance costs of \$41,000 (Exhibit B – ROPS Detail, Line Item #28) as prior period expenses; and

**WHEREAS**, the parties agree the total not to exceed amount under this MOA is \$121,000, which includes the \$80,000 for annual staff services between July 1, 2014 and to and including June 30, 2015 and the \$41,000 for deferred maintenance services; and

**NOW THEREFORE**, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2014, and to and including June 30, 2015.
2. **Scope of Services.** The County of Ventura, through its General Services Agency (GSA), shall provide services, including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA so long as any particular asset is owned by the SA, relating to the upkeep and operation of the Piru Town Square at 664 Piru Square (formerly 3977 Center Street) and the Piru Bank Building at 3940 East Center Street, which are located in the unincorporated area of the County, in the community of Piru. GSA shall also provide deferred maintenance services for the Piru Town Square. GSA shall also handle all facility use agreements and film permits for the Piru Town Square and the Piru Bank Building for public, private and film industry use on behalf of the SA. Revenues collected by GSA on behalf of the SA for facility use and film permits shall be remitted to the SA. GSA's

**MEMORANDUM OF AGREEMENT REGARDING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA  
FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

obligations under this agreement shall terminate with respect to a particular asset immediately upon the legal transfer of such asset to a third party.

3. **Additional Services.** SA may request additional services beyond the Scope of Services in Section 2. Agreement for provision and reimbursement of such additional services is required by both parties.
4. **Services Reimbursement Rate and Methodology.** Custodial, landscape maintenance, janitorial duties, facility repairs and general oversight services and related costs incurred shall be billed at Board of Supervisors approved calculated labor rates for GSA Parks Department for FY 2014-15 using a methodology consistent with the labor rate development for other GSA budget units (Exhibit E). Services and related costs of staff support and expenses related to the terms within GSA film permits and facility use agreements for the Town Square Park and Bank Building facilities shall be billed using the applicable GSA fee schedules associated with processing film permits, facility reservations and associated administrative costs. All services are in an amount estimated not to exceed \$121,000, and charged to the SA at a frequency no less than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
6. **Indemnification.** SA shall defend, indemnify, and hold harmless the County, as well as its respective officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.
7. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.
8. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
9. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
10. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement is executed by the Parties hereto as of the date last signed.

COUNTY OF VENTURA, a political  
Subdivision of the State of California

**MEMORANDUM OF AGREEMENT REGARDING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA  
FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

Dated: \_\_\_\_\_

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

Paul S. Grossgold  
Director, General Services Agency

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: \_\_\_\_\_

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

Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura





DEPARTMENT OF  
**FINANCE**

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

March 28, 2014

Ms. Donna McKendry, Management Analyst  
Ventura County  
800 South Victoria Avenue, L# 1940  
Ventura, CA 93009

Dear Ms. McKendry:

Subject: Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (m), the Ventura County Successor Agency (Agency) submitted a Recognized Obligation Payment Schedule (ROPS 14-15A) to the California Department of Finance (Finance) on February 14, 2014 for the period of July through December 2014. Finance has completed its review of your ROPS 14-15A, which may have included obtaining clarification for various items.

Based on our review, we are approving all of the items listed on your ROPS 14-15A at this time.

Pursuant to HSC section 34186 (a), successor agencies were required to report on the ROPS 14-15A form the estimated obligations and actual payments (prior period adjustments) associated with the July through December 2013 period. The amount of RPTTF approved in the table below includes the prior period adjustment self-reported by the Agency. HSC section 34186 (a) also specifies prior period adjustments self-reported by successor agencies are subject to audit by the county auditor-controller (CAC) and the State Controller. Any proposed CAC adjustments were not received in time for inclusion in this letter. Therefore, the amount of RPTTF approved in the table below only includes the prior period adjustment self-reported by the Agency.

The Agency's maximum approved Redevelopment Property Tax Trust Fund (RPTTF) distribution for the reporting period is \$385,454 as summarized below:

<b>Approved RPTTF Distribution</b>	
<b>For the period of July through December 2014</b>	
Total RPTTF requested for non-administrative obligations	335,454
Total RPTTF requested for administrative obligations	50,000
<b>Total RPTTF requested for obligations</b>	<b>\$ 385,454</b>
Total RPTTF authorized for non-administrative obligations	335,454
Total RPTTF authorized for administrative obligations	50,000
<b>Total RPTTF authorized for obligations</b>	<b>\$ 385,454</b>
ROPS 13-14A prior period adjustment	-
<b>Total RPTTF approved for distribution</b>	<b>\$ 385,454</b>

Please refer to the ROPS 14-15A schedule that was used to calculate the approved RPTTF amount:


<http://www.dof.ca.gov/redevelopment/ROPS>

The amount available from the RPTTF is the same as the amount of property tax increment that was available prior to enactment of ABx1 26 and AB 1484. This amount is not and never was an unlimited funding source. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax is limited to the amount of funding available to the successor agency in the RPTTF.

To the extent proceeds from bonds issued after December 31, 2010 exist and are not encumbered by an enforceable obligation pursuant to HSC section 34171 (d), HSC section 34191.4 (c) (2) (B) requires these proceeds be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation.

Please direct inquiries to Beliz Chappuie, Supervisor or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,



JUSTYN HOWARD  
Assistant Program Budget Manager

cc: Ms. Rosanna R Bati, Fiscal Manager, Ventura County  
Ms. Sandra Bickford, Chief Deputy, Ventura County  
California State Controller's Office

**Recognized Obligation Payment Schedule (ROPS 14-15A) - Summary**

Filed for the July 1, 2014 through December 31, 2014 Period

Name of Successor Agency: Ventura County Exhibit B  
 Name of County: Ventura

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):</b>		
A	Sources (B+C+D):	\$ -
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	-
E	<b>Enforceable Obligations Funded with RPTTF Funding (F+G):</b>	<b>\$ 385,454</b>
F	Non-Administrative Costs (ROPS Detail)	335,454
G	Administrative Costs (ROPS Detail)	50,000
H	<b>Current Period Enforceable Obligations (A+E):</b>	<b>\$ 385,454</b>

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	385,454
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	-
K	<b>Adjusted Current Period RPTTF Requested Funding (I-J)</b>	<b>\$ 385,454</b>

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	385,454
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	<b>Adjusted Current Period RPTTF Requested Funding (L-M)</b>	<b>385,454</b>

Certification of Oversight Board Chairman:  
 Pursuant to Section 34177(m) of the Health and Safety code, I  
 hereby certify that the above is a true and accurate Recognized  
 Obligation Payment Schedule for the above named agency.

\_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Title  
 /s/ \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Date

**Recognized Obligation Payment Schedule (ROPS) 14-15A - ROPS Detail**  
**July 1, 2014 through December 31, 2014**  
 (Report Amounts in Whole Dollars)

Item #	Project Name / Debt Obligation	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt per Obligation	Required	Bond Proceeds	Reserve Balance	Other Funds	Nov/Dec	Admin	
1	1 Maintenance Contract	Property	7/1/2014	6/30/2013	County of Ventura - GSA	Even Square Maintenance	Piru RDA	\$ 1,542,497	N	\$	\$	\$	\$	\$	\$ 384,434
2	Utilities	Property Maintenance	7/1/2014	12/31/2014	Southern California Edison	Utilities	Piru RDA	3,640	N			41,000			3,640
3	Utilities	Property Maintenance	7/1/2014	12/31/2014	The Gas Company	Utilities	Piru RDA	120	N						120
4	Utilities	Property Maintenance	7/1/2014	12/31/2014	Waring Water Service	Utilities	Piru RDA	2,100	N						2,100
5	Utilities	Property Maintenance	7/1/2014	12/31/2014	County of Ventura - WPP	Utilities	Piru RDA	360	N						360
6	Tax Allocation Bonds - 2002	Bonds Issued On or Before 12/31/10	6/1/2002	1/1/2018	USDA	Town Square Loan	Piru RDA	126,779	N						4,389
7	Reserve Pmts - 2002 Bonds	Bonds Issued On or Before 12/31/10	6/1/2002	7/1/2018	County of Ventura	Required reserve payment on Town Square Loan	Piru RDA	3,553	N						3,553
8	Tax Allocation Bonds - 2008	Bonds Issued On or Before 12/31/10	6/1/2008	1/1/2039	USDA	Storm Drain Loan	Piru RDA	1,029,660	N						13,881
9	Reserve Pmts - 2008 Bonds	Bonds Issued On or Before 12/31/10	6/1/2008	1/1/2039	County of Ventura	Required reserve payment on Storm Drain Loan	Piru RDA	2,922	N						1,398
10	COBG Loan	Third-Party Loans	6/12/1966	6/30/2016	County of Ventura - CEO	Balance of COBG Loan, due by 6/2016	Piru RDA	17,500	N						
23	Administrative Expenses	Admin Costs	7/1/2014	12/31/2014	Various	Administrative costs of the Successor Agency	Piru RDA	50,000	N					50,000	50,000
24	Prior period expenses - ROPS III corrections; ROPS I actuals	RPTTF Shortfall	7/1/2014	12/31/2014	Various	Amount of RPTTF for ROPS III distributed incorrectly withheld and distributed to taxing entities due to error on ROPS III	Piru RDA	104,497	N				104,497		104,497
27	Prior period expenses - estimated ROPS 13-14B RPTTF shortfall	RPTTF Shortfall	7/1/2014	12/31/2014	Various	Amount of RPTTF for ROPS 13-14B distribution is insufficient to cover estimated cost	Piru RDA	120,566	N				120,566		120,566
28	Prior period expenses - maintenance contract increase	Property Maintenance	5/21/2013	5/30/2014	County of Ventura - GSA	02/17/14 OB approved GSA increase, ROPS 13-14B period	Piru RDA	41,000	N				41,000		41,000

**Recognized Obligation Payment Schedule (ROPS) 14-15A - Report of Cash Balances**  
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	Fund Sources				Comments		
									Bond Proceeds		Reserve Balance			Other	RPTTF
									Bonds Issued on or before 12/31/10	Bonds Issued on or after 07/01/11	Prior ROPS balances and DDR balances retained	Prior ROPS RPTTF distributed as reserve for next bond payment			
<b>Cash Balance Information by ROPS Period</b>															
<b>ROPS 13-14A Actuals (07/01/13 - 12/31/13)</b>															
1	Beginning Available Cash Balance (Actual 07/01/13) Note that for the RPTTF, 1 + 2 should tie to columns J and O in the Report of Prior Period Adjustments (PPAs)	94,862												Column C: (amount was not reflected in previous ROPS). Amount reflects bond reserve required by the indenture as of 07/01/13 for both 2002 and 2008 bond (\$ 74,602.50 and \$20,259.90 respectively).	
2	Revenue/Income (Actual 12/31/13) Note that the RPTTF amounts should tie to the ROPS 13-14A distribution from the County Auditor-Controller during June 2013	4,954				165		208,720						Column C: Bond reserve as required by the indenture for both 2002 and 2008 bond for period ending 12/31/13 (\$3,552.50 and \$1,401.06 respectively). Column H: CAC RPTTF distributed for period ending 12/31/13. Column G: Interest earnings	
3	Expenditures for ROPS 13-14A Enforceable Obligations (Actual 12/31/13) Note that for the RPTTF, 3 + 4 should tie to columns L and Q in the Report of PPAs									165				Column H: Expenditures from ROPS 13-14A EO as of 12/31/13 paid from RPTTF. Column G: Expenditures from ROPS 13-14A EO as of 12/31/13 paid from Interest Earnings.	
4	Retention of Available Cash Balance (Actual 12/31/13) Note that the RPTTF amount should only include the retention of reserves for debt service approved in ROPS 13-14A	99,816												Column C: Retention amount per 2002 and 2008 Bond Indenture for period ending 12/31/13.	
5	ROPS 13-14A RPTTF Prior Period Adjustment Note that the RPTTF amount should tie to column S in the Report of PPAs														
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (104,497)							
<b>ROPS 13-14B Estimate (01/01/14 - 06/30/14)</b>															
7	Beginning Available Cash Balance (Actual 01/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 99,816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (104,497)						Column C: Amount reflects the estimated bond reserve as required by the indenture for both 2002 and 2008 bond for period ending 06/30/14 (\$3,552.50 and \$3,001.06 respectively). Column H: CAC RPTTF distributed for ROPS 14-15A, period ending 06/30/14.	
8	Revenue/Income (Estimate 06/30/14) Note that the RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014	6,554												Estimated total expenses less prior period unfunded liabilities approved in ROPS 13-14B.	
9	Expenditures for 13-14B Enforceable Obligations (Estimate 06/30/14)													Column C: Retention amount per 2002 and 2008 Bond Indenture for period ending 06/30/14.	
10	Retention of Available Cash Balance (Estimate 06/30/14) Note that the RPTTF amounts may include the retention of reserves for debt service approved in ROPS 13-14B	106,370													
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (266,083)							



## Recognized Obligation Payment Schedule 14-15A - Notes

July 1, 2014 through December 31, 2014

Item #	Notes/Comments
1-9; 23; 27 and 28	Amount were estimated.
1	Contract Execution Date is to be determined; 07/01/14 will be the effective Date.
6	Total outstanding debt has been modified to reflect amount to be paid to USDA from RPTTF, net of the amount reported in Line 7 as 2002 Bonds - Reserve Payment.
7	Total outstanding debt has been modified to reflect actual amount required to be paid into the 2002 Bonds - Reserve and to be retained as part of the last bond payment.
8	Per DOF instructions, Cash Balance Form column C includes the bond reserve fund account balances required by indenture (not reported in previous ROPS). Total outstanding debt has been modified to reflect amount to be paid to USDA from RPTTF, net of the amount reported in Line 9 as 2008 Bonds - Reserve Payment.
9	Total outstanding debt has been modified to reflect actual amount required to be paid to the 2008 Bonds - Reserve Payment.
10	Per DOF instructions, Cash Balance Form column C includes the bond reserve fund account balances required by indenture (not reported in previous ROPS).
24	Non-interest bearing loan. Repayment required by 06/30/2016.
24	Approved ROPS III contained errors on the Prior Period Estimated vs. Actual calculations. The error resulted in available RPTTF of \$182,674.42 being withheld from our ROPS III distribution and distribution to taxing entities. This created an unfunded liability of previously approved Enforceable Obligation (EO), which were included on the ROPS 13-14B per direction from the DOF.
27	The ROPS 13-14A distribution contained \$78,012.64 available for this item, plus additional earnings of \$165.21, leaving an unfunded obligation balance of \$104,496.57 at the beginning of the ROPS 13-14B period (the original estimated balance was \$142,743.74).
27	The DOF approved \$487,670 for ROPS 13-14B. Total estimated approved expenses are \$465,175 (not including item #28 of \$41,000). Of this, an estimated \$360,678 was for approved ROPS 13-14B period expenses (the balance \$104,497 was for item 24, a prior RPTTF Shortfall). Actual distribution from CAC was \$240,092, resulting in an estimated shortfall for ROPS 13-14B of \$120,586.
28	On 2/13/14 the Oversight Board approved a contract increase of \$41,000 for the FY 2013-14 annual maintenance contract with the County of Ventura General Services Agency. This increase was approved to allow additional needed maintenance of SA properties to be completed in an expeditious manner.
	The revised contract is sufficient to perform, among other items, repairs and painting of the Piru train station and gazebo, installation of fencing along the railway, and removal of a deteriorated fountain which will be replaced with a tree. This additional expenses will be incurred in the ROPS 13-14B period. However, as it was not included as part of the ROPS 13-14B request, we are hereby including it for approval and funding at this time.

**RESOLUTION NO. 14-01**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, AUTHORIZING THE SUCCESSOR AGENCY TO ENTER INTO A SECOND  
AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF VENTURA  
GENERAL SERVICES AGENCY AND SUCCESSOR AGENCY TO INCREASE THE NOT TO EXCEED AMOUNT  
FOR COST OF GSA SERVICES TO \$116,000 AND DIRECT SUCCESSOR AGENCY SECRETARY TO SIGN  
AMENDMENT**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012 such that the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") shall be designated as successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; and

WHEREAS, pursuant to Health and Safety Code Section 34178, a successor agency wishing to enter or reenter into agreements with the county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its oversight board; and

WHEREAS, the Oversight Board authorized the Successor Agency to enter into a memorandum of agreement ("MOA") between the County of Ventura and the Successor Agency for general maintenance and repair work at the Piru Town Square Park and Piru Bank Building, which was executed on or about May 21, 2013 (Exhibit A); and

WHEREAS, the Oversight Board authorized the Successor Agency to enter into a first amendment to the MOA between the County of Ventura and the Successor Agency to include calculated labor rates for the GSA Parks Department in the Agreement's Services Reimbursement Rate and Methodology, which was executed on or about July 1, 2013 (Exhibit B); and

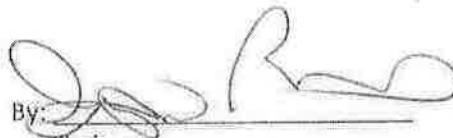


WHEREAS, the Successor Agency wishes to enter into a second amendment to the MOA ("Second Amendment") to increase the cost of GSA services by \$41,000 to a not to exceed amount of \$116,000 (Exhibit D).

NOW, THEREFORE BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. The Second Amendment is hereby approved.
3. The Oversight Board delegates to the Successor Agency's Secretary the authority to prepare and sign the Second Amendment.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member Christy Madden, this 13<sup>th</sup> day of February 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary

RESOLUTION NO. 14-06

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA, STATE OF CALIFORNIA,  
AUTHORIZING THE COUNTY OF VENTURA GENERAL SERVICES AGENCY TO PERFORM DEFERRED  
MAINTENANCE WORK ON THE PIRU TOWN SQUARE FACILITY AND DIRECTING SUCCESSOR AGENCY  
SECRETARY TO REVIEW AND APPROVE WORK ORDERS AND INVOICES FOR SAID WORK**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("OB") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura became the Successor Agency to The Redevelopment Agency of the County of Ventura ("SA") and is designated as the successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the SA; and

WHEREAS, pursuant to Health and Safety Code Section 34178, a SA wishing to enter or reenter into agreements with the county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its OB; and

WHEREAS, the OB authorized the SA to enter into a memorandum of agreement ("MOA") between the County of Ventura and the SA for general maintenance and repair work at the Piru Town Square Park and Piru Bank Building, which was executed on or about May 21, 2013 (Exhibit A); and

WHEREAS, the OB authorized the SA to enter into a first amendment to the MOA between the County of Ventura and the SA to include calculated labor rates for the GSA Parks Department in the Agreement's Services Reimbursement Rate and Methodology, which was executed on or about September 17, 2013 (Exhibit B); and

WHEREAS, the OB authorized Resolution No. 14-01 (Exhibit C), authorizing GSA to enter into a second amendment to the MOA ("Second Amendment") to increase the cost of GSA services by \$41,000 pursuant to the GSA cost estimate (Exhibit D) with a not to exceed amount of \$116,000 and a condition that GSA first provide detailed information and pictures reflecting the work that needs to be done and,

in addition, to seek prior OB approval for all work exceeding the original (now, former) \$75,000 budget for the current fiscal year; and


WHEREAS, on March 13, 2014, GSA provided the OB with a detailed explanation of the needed work, including photographs (Exhibit E) and testimony from the director of GSA Parks, regarding the immediate need for previously deferred maintenance work to be done as soon as feasible due to severe deterioration of the property and structures at issue; and

WHEREAS, on March 13, 2014, the OB considered such evidence and testimony from representatives and residents of Piru confirming the immediate need for such work to be done, and then determined that all such maintenance work should be done as soon as possible.

NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. GSA's request to perform the above-described maintenance work, pursuant to the Second Amendment to the MOA, as previously amended and conditioned, is hereby approved provided such work does not exceed the full amount authorized therein.
3. The OB hereby directs the Successor Agency's Secretary to review and approve the work orders and invoices for such maintenance, while ensuring that the amount expended for such work (and all other work authorized by the MOA) does not exceed the GSA MOA's fiscal-year budget.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Christy Madden, seconded by Member Matt Carroll, this 13th day of March 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN  
THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER  
REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA  
FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2013, with respect to the following:

**WHEREAS**, the SA has been and is in need of County's staff services in connection with maintenance and upkeep of the Piru Town Square and the Piru Bank Building; and

**WHEREAS**, the County has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the County; and

**WHEREAS**, the County is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide staff services to the SA at an estimated cost not to exceed \$75,000 through fiscal year 2013-14;

**NOW THEREFORE**, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2013, and to and including June 30, 2014.
2. **Scope of Services.** The County of Ventura, through its General Services Agency (GSA), shall provide services, including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA, relating to the upkeep and operation of the Piru Town Square at 664 Piru Square (formerly 3977 Center Street) and the Piru Bank Building at 3940 East Center Street, which are located in the unincorporated area of the County, in the community of Piru. GSA shall also handle all facility use agreements and film permits for the Piru Town Square and the Piru Bank Building for public, private and film industry use on behalf of the SA. Revenues collected by GSA on behalf of the SA for facility use and film permits shall be remitted to the SA.
3. **Additional Services.** SA may request additional services beyond the Scope of Services in Section 2. Agreement for provision and reimbursement of such additional services is required by both parties.
4. **Services Reimbursement Rate and Methodology.** Custodial, landscape maintenance, janitorial duties, facility repairs and general oversight services and related costs incurred shall be billed at Board of Supervisors approved contract service rates effective for the fiscal year 2013-14 term. Services and related costs of staff support and expenses related to the terms within GSA film permits and facility use agreements for the Town Square Park and Bank Building facilities shall be billed using the applicable GSA fee schedules associated with processing film permits, facility reservations and associated administrative costs. All services are in an amount estimated not to exceed \$75,000, and charged to the SA at a frequency no less than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
6. **Indemnification.** SA shall defend, indemnify, and hold harmless the County, as well as its respective officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

(including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.

- 7. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.
- 8. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- 9. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
- 10. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF VENTURA, a political  
Subdivision of the State of California

Dated: 5/21/13

By: Steve Morgan  
Steve Morgan  
Chief Deputy Director  
General Services Agency

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: 5/21/13

By: Donna McKendry  
Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

This is the First Amendment to a Memorandum of Agreement made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), which parties made effective July 1, 2013.

**RECITALS**

**WHEREAS**, the County entered into a memorandum of agreement ("Agreement") with the SA effective July 1, 2013 to provide services, including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA, relating to the upkeep and operation of the Piru Town Square and the Piru Bank Building, which are located in the unincorporated area of the County, in the community of Piru. The County's General Services Agency (GSA) shall also handle all facility use agreements and film permits for the Piru Town Square and the Piru Bank Building for public, private and film industry use on behalf of the SA; and

**WHEREAS**, the term of the Agreement covers the period of time from and including July 1, 2013 and to and including June 30, 2014; and

**WHEREAS**, the County is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide staff services to the SA at an estimated cost not to exceed \$75,000 through fiscal year 2013-14;

**WHEREAS**, this Agreement may only be modified or amended in writing and with the prior written consent of both Parties; and

**WHEREAS**, the Parties now wish to modify the Agreement's Services Reimbursement Rate and Methodology to include the County's calculated labor rates for GSA Parks Department for FY 2013-14 using a methodology consistent with the labor rate development for other GSA budget units (Exhibit 1 hereto). Any work performed by GSA Parks Department staff on behalf of the SA will be in accordance with the rates set forth in Exhibit 1.

**NOW THEREFORE**, based upon the above stated recitals of fact and on the following terms and conditions the parties agree as follows:

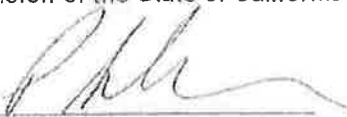
1. The Agreement is hereby amended to include the GSA Parks Department rates, as set forth in Exhibit 1.
2. Except as modified hereby, all other terms and conditions of the Parties' prior Agreement, dated July 1, 2013, shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment is executed by the Parties hereto as of the date last signed and made effective July 1, 2013.

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

COUNTY OF VENTURA, a political  
Subdivision of the State of California

Dated: 9/16/13

By:   
Paul S. Grossgold  
Director  
General Services Agency

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: 9/17/13

By:   
Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura

GENERAL SERVICES AGENCY  
PARKS DEPARTMENT  
FISCAL YEAR 2013-2014  
BUDGET DEVELOPMENT SCHEDULE 1  
LABOR RATES

ACCT #	DESCRIPTION (COUN)	Maintenance Worker					Public Works Maint Worker Spec		Perk Services Range 1	Perk Services Range 2	Perk Services Range 3	Rampart Total	GRAND TOTAL
		1	2	3	4	5	6	7					
	<b>DIRECT LABOR</b>	\$ 31,588	\$ 182,818	\$ 137,733	\$ 74,236	\$ 80,257			\$ 417,676	\$ 125,881	\$ 131,218	\$ 344,277	\$ 781,252
	<b>INDIRECT LABOR</b>												
2530	Depo & Director's Office Salary	\$ 122,369	\$ 26,518	\$ 29,777	\$ 26,518	\$ 10,219	\$ 12,533	\$ 119,592	\$ 26,519	\$ 26,519	\$ 53,037	\$ 177,549	
2531	Management Assistant II	\$ 31,850	\$ 5,515	\$ 8,272	\$ 5,515	\$ 2,258	\$ 2,758	\$ 14,913	\$ 5,515	\$ 5,515	\$ 11,030	\$ 35,829	
3159	Public Works Maintenance Supervisor	\$ 126,429	\$ 19,451	\$ 29,174	\$ 19,451	\$ 9,725	\$ 11,712	\$ 67,828	\$ 19,451	\$ 19,451	\$ 38,901	\$ 126,729	
3160	Public Works Maintenance Supervisor	\$ 29,900						\$ 89	\$ 40,930		\$ 40,930	\$ 81,860	
	<b>INDIRECT LABOR</b>	\$ 307,724	\$ 70,413	\$ 108,410	\$ 76,412	\$ 45,201	\$ 56,201	\$ 217,718	\$ 66,434	\$ 66,434	\$ 132,867	\$ 307,724	
	<b>LABOR SUBTOTAL</b>	\$ 187,784	\$ 123,300	\$ 359,287	\$ 283,324	\$ 165,147	\$ 118,438	\$ 635,394	\$ 238,498	\$ 244,480	\$ 477,144	\$ 1,088,676	
	<b>PERK SERVICES</b>												
1105	Overhead	\$ 2,451	\$ 2,521	\$ 4,247	\$ 2,831	\$ 1,414	\$ 1,414	\$ 27,211	\$ 2,831	\$ 2,831	\$ 5,662	\$ 19,941	
1107	Vacation Buyback Plan	\$ 46,189	\$ 7,182	\$ 10,733	\$ 7,182	\$ 3,581	\$ 3,581	\$ 119,572	\$ 4,500	\$ 4,500	\$ 9,000	\$ 29,214	
	<b>TOTAL PERK ADJUSTMENTS</b>	\$ 48,640	\$ 9,703	\$ 14,980	\$ 10,013	\$ 4,995	\$ 4,995	\$ 146,783	\$ 7,331	\$ 7,331	\$ 14,662	\$ 49,155	
	<b>TOTAL LABOR</b>	\$ 236,424	\$ 133,003	\$ 374,267	\$ 293,337	\$ 170,142	\$ 123,433	\$ 782,177	\$ 245,829	\$ 251,811	\$ 491,806	\$ 1,137,831	
	<b>SERVICES &amp; SUPPLIES INDIRECT COSTS</b>												
2021	Union & Pkg Shop	\$ 4,311	\$ 477	\$ 715	\$ 477	\$ 236	\$ 236	\$ 2,199	\$ 477	\$ 477	\$ 954	\$ 3,153	
2022	Uniform Allowance	\$ 2,155	\$ 208	\$ 312	\$ 208	\$ 104	\$ 104	\$ 959	\$ 208	\$ 208	\$ 416	\$ 1,343	
2023	Selfly Clo H & Equip	\$ 1,077	\$ 104	\$ 156	\$ 104	\$ 52	\$ 52	\$ 479	\$ 104	\$ 104	\$ 208	\$ 677	
2031	Phone Non ISF	\$ 1,077	\$ 1,044	\$ 1,569	\$ 1,044	\$ 522	\$ 522	\$ 4,758	\$ 1,044	\$ 1,044	\$ 2,088	\$ 6,846	
2032	Telephone	\$ 1,077	\$ 1,072	\$ 1,608	\$ 1,072	\$ 536	\$ 536	\$ 4,918	\$ 1,072	\$ 1,072	\$ 2,144	\$ 6,962	
2034	Radio Co - ISF	\$ 538	\$ 821	\$ 1,232	\$ 821	\$ 411	\$ 411	\$ 3,754	\$ 821	\$ 821	\$ 1,642	\$ 5,396	
2195	Other Equip Maint	\$ 1,077	\$ 154	\$ 231	\$ 154	\$ 77	\$ 77	\$ 712	\$ 154	\$ 154	\$ 308	\$ 1,000	
2125	Fuel/Oil	\$ 10,770	\$ 3,066	\$ 4,599	\$ 3,066	\$ 1,533	\$ 1,533	\$ 14,295	\$ 3,066	\$ 3,066	\$ 6,132	\$ 19,927	
2128	Other Maintenance - ISF	\$ 1,077	\$ 154	\$ 231	\$ 154	\$ 77	\$ 77	\$ 712	\$ 154	\$ 154	\$ 308	\$ 1,000	
2195	Computer Service	\$ 1,077	\$ 1,381	\$ 2,071	\$ 1,381	\$ 690	\$ 690	\$ 6,314	\$ 1,381	\$ 1,381	\$ 2,762	\$ 8,976	
2200	Temporary Help	\$ 1,077	\$ 215	\$ 323	\$ 215	\$ 108	\$ 108	\$ 997	\$ 215	\$ 215	\$ 430	\$ 1,427	
2205	Security (Budget)	\$ 1,077	\$ 171	\$ 257	\$ 171	\$ 85	\$ 85	\$ 780	\$ 171	\$ 171	\$ 342	\$ 1,122	
2211	Employee Health Services	\$ 538	\$ 249	\$ 374	\$ 249	\$ 124	\$ 124	\$ 1,152	\$ 249	\$ 249	\$ 498	\$ 1,650	
2291	Minor Equipment	\$ 1,077	\$ 308	\$ 462	\$ 308	\$ 154	\$ 154	\$ 1,429	\$ 308	\$ 308	\$ 616	\$ 2,045	
2292	Computer Equipment - S&OP	\$ 538	\$ 308	\$ 462	\$ 308	\$ 154	\$ 154	\$ 1,429	\$ 308	\$ 308	\$ 616	\$ 2,045	
2521	Vehicle Transportation Costs	\$ 16,772	\$ 25,504	\$ 38,256	\$ 25,504	\$ 12,752	\$ 12,752	\$ 118,772	\$ 25,504	\$ 25,504	\$ 51,008	\$ 163,780	
3525	Gas/Diesel/Fuel	\$ 5,381	\$ 12,674	\$ 19,011	\$ 12,674	\$ 6,337	\$ 6,337	\$ 58,632	\$ 12,674	\$ 12,674	\$ 25,347	\$ 82,377	
2526	Convenience & Terminal Exp. ISF	\$ 538	\$ 308	\$ 462	\$ 308	\$ 154	\$ 154	\$ 1,429	\$ 308	\$ 308	\$ 616	\$ 2,045	
	<b>TOTAL INDIRECT COSTS</b>	\$ 39,785	\$ 49,713	\$ 73,834	\$ 49,713	\$ 24,856	\$ 24,856	\$ 228,412	\$ 49,713	\$ 49,713	\$ 99,426	\$ 317,101	
	<b>OPERATING REVENUES</b>												
0911	Interest Earnings	\$ 18,255	\$ 181	\$ 272	\$ 181	\$ 90	\$ 90	\$ 831	\$ 181	\$ 181	\$ 362	\$ 1,193	
	<b>TOTAL REDUCTIONS</b>	\$ 18,255	\$ 181	\$ 272	\$ 181	\$ 90	\$ 90	\$ 831	\$ 181	\$ 181	\$ 362	\$ 1,193	
	<b>TOTAL OPERATING COSTS</b>	\$ 218,169	\$ 132,802	\$ 374,433	\$ 293,624	\$ 170,232	\$ 123,523	\$ 783,589	\$ 245,950	\$ 251,692	\$ 491,404	\$ 1,136,636	
07-13-14	<b>MULTI-COMM LABOR RATE (PER HOUR)</b>	\$ 12.81	\$ 47.77	\$ 78.85	\$ 81.21	\$ 95.21	\$ 29.11	\$ 64.11	\$ 87.51	\$ 87.24	\$ 87.24	\$ 78.84	

Note: HOURLY RATE: NET SALES DIVIDED BY HRS. OF EMPLOYEES x 100 (HS) = EMPLOYEE RATE

ITEMS YEARLY HRS	9200
LES:	
Holiday (8 Day X 100)	800
Vacation (15 Day X 100)	1500
Sick Leave (80 Hrs X 100)	8000
Breaks (334 Hrs Only)	334
Shop maintenance, training, safety mgt	100
Averages - jury duty, other leave	100
Resigning Holiday	20
NET TOTAL HRS	12,000
% EXPECTED PRODUCTION	80%



**RESOLUTION NO. 14-01**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, AUTHORIZING THE SUCCESSOR AGENCY TO ENTER INTO A SECOND  
AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF VENTURA  
GENERAL SERVICES AGENCY AND SUCCESSOR AGENCY TO INCREASE THE NOT TO EXCEED AMOUNT  
FOR COST OF GSA SERVICES TO \$116,000 AND DIRECT SUCCESSOR AGENCY SECRETARY TO SIGN  
AMENDMENT**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012 such that the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") shall be designated as successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; and

WHEREAS, pursuant to Health and Safety Code Section 34178, a successor agency wishing to enter or reenter into agreements with the county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its oversight board; and

WHEREAS, the Oversight Board authorized the Successor Agency to enter into a memorandum of agreement ("MOA") between the County of Ventura and the Successor Agency for general maintenance and repair work at the Piru Town Square Park and Piru Bank Building, which was executed on or about May 21, 2013 (Exhibit A); and

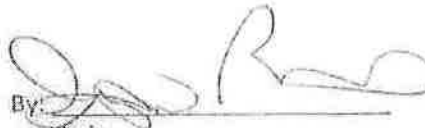
WHEREAS, the Oversight Board authorized the Successor Agency to enter into a first amendment to the MOA between the County of Ventura and the Successor Agency to include calculated labor rates for the GSA Parks Department in the Agreement's Services Reimbursement Rate and Methodology, which was executed on or about July 1, 2013 (Exhibit B); and

WHEREAS, the Successor Agency wishes to enter into a second amendment to the MOA ("Second Amendment") to increase the cost of GSA services by \$41,000 to a not to exceed amount of \$116,000 (Exhibit D).

NOW, THEREFORE BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. The Second Amendment is hereby approved.
3. The Oversight Board delegates to the Successor Agency's Secretary the authority to prepare and sign the Second Amendment.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member Christy Madden, this 13<sup>th</sup> day of February 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary



# Job Order Contract Customer Approval/Requisition Form

**Date:** August 27, 2013

**To:** Donna McKendry, Management Analyst II

**From:** Glenn Hemme, Manager, GSA Projects Group

**Re:** Piru Park Building & Gazebo Exterior Painting  
Work Order Number - J14950B  
Location - Piru Train Station

**Brief Scope:** Paint exterior surfaces of the Piru Train Station and Gazebo.

Dear Donna McKendry:

By signing in the space provided below, you, as an authorized signature authority for your budget are approving GSA Projects Group to proceed with the project as noted. Additionally, you are giving GSA your approval to authorize the necessary paperwork to cause an encumbrance of the funding and the making of payments to the vendor against the accounts identified below.

Construction Costs: \$37,713.94      Project Management Costs @9.90%: \$3,733.68      Total Project Cost: \$41,447.62

Prepared by: \_\_\_\_\_ Client Contact: Donna McKendry, Management Analyst II

*Michael Sterling* 8-27-13  
 Michael Sterling, Project Manager      Date

Reviewed by: *Glenn Hemme* 8/27/13  
 Glenn Hemme, Manager, GSA Projects Group      Date

MTM Construction Inc  
 Vendor Name

Funding Approved by:  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print Name)

2014A/7112/J14950B  
 Contract Code/PG Number

I HEREBY CERTIFY THAT FUNDS FOR THIS PURCHASE WERE AUTHORIZED AND PROVIDED IN THE CURRENT COUNTY BUDGET

Agency Fund#	Agency	Budget Unit#	Object#	Activity#	Job#
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## Job Order Contract Detailed Scope of Work

**Date:** August 26, 2013

**Project:** J14950B  
Piru Park Building & Gazebo Exterior Painting

**Location:** Piru Train Station

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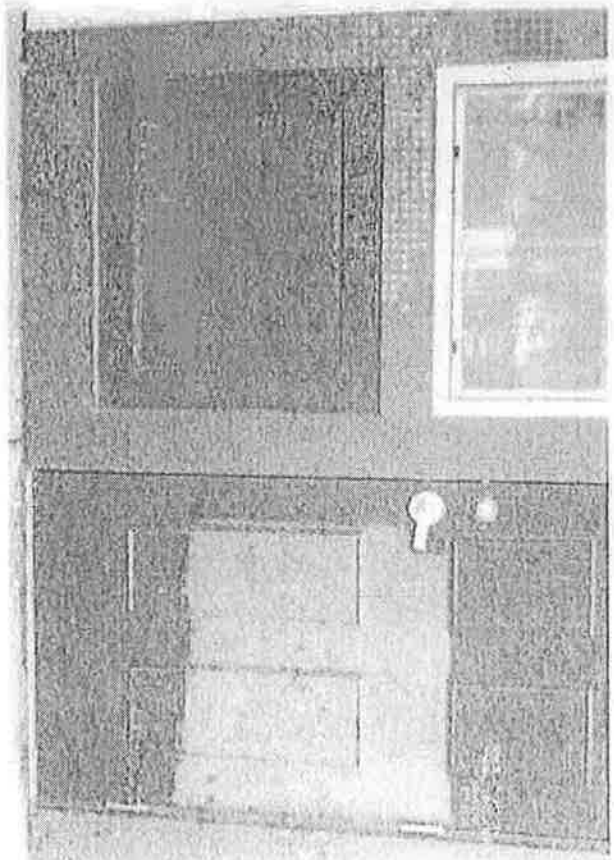
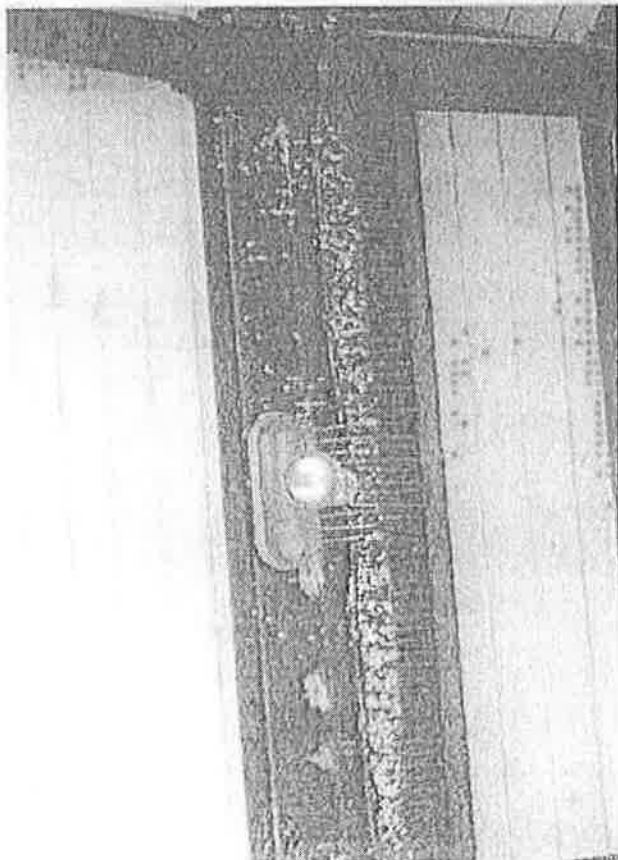
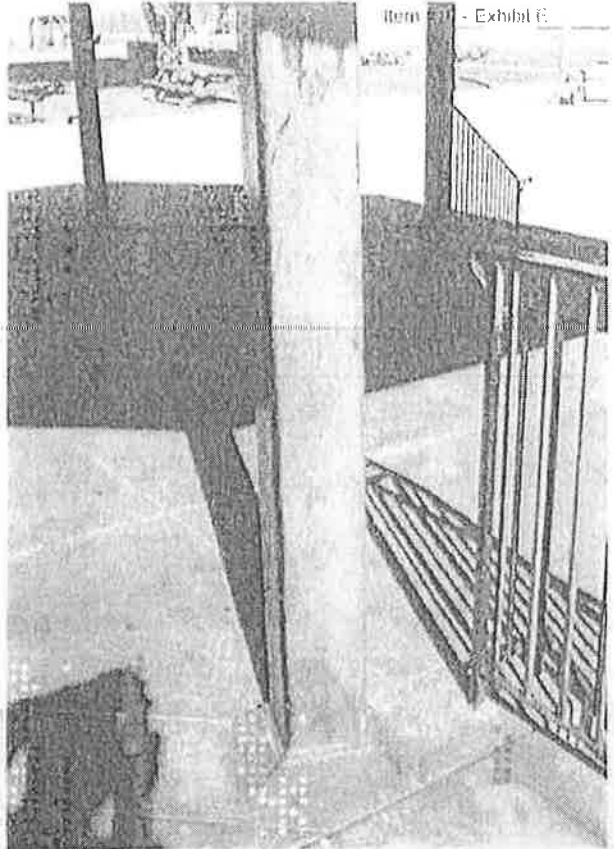
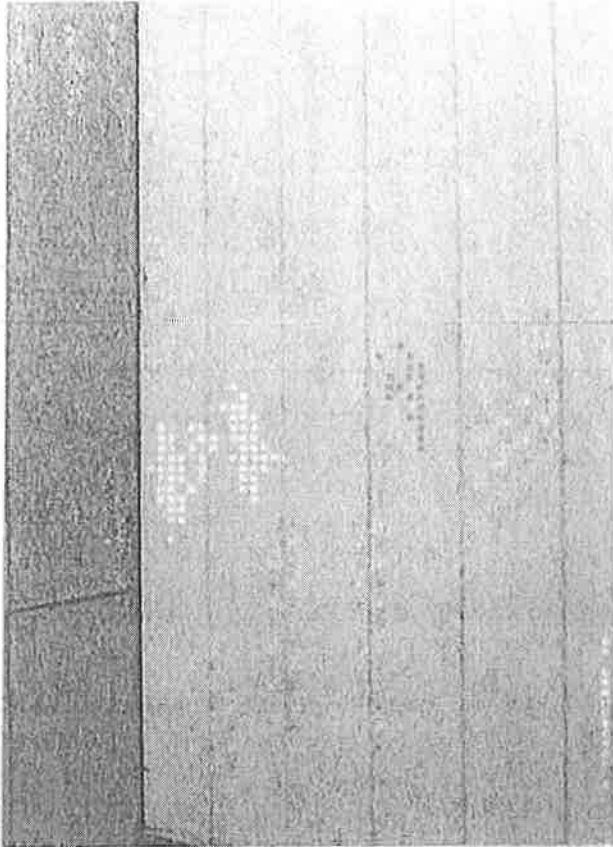
### Detailed Scope of Work

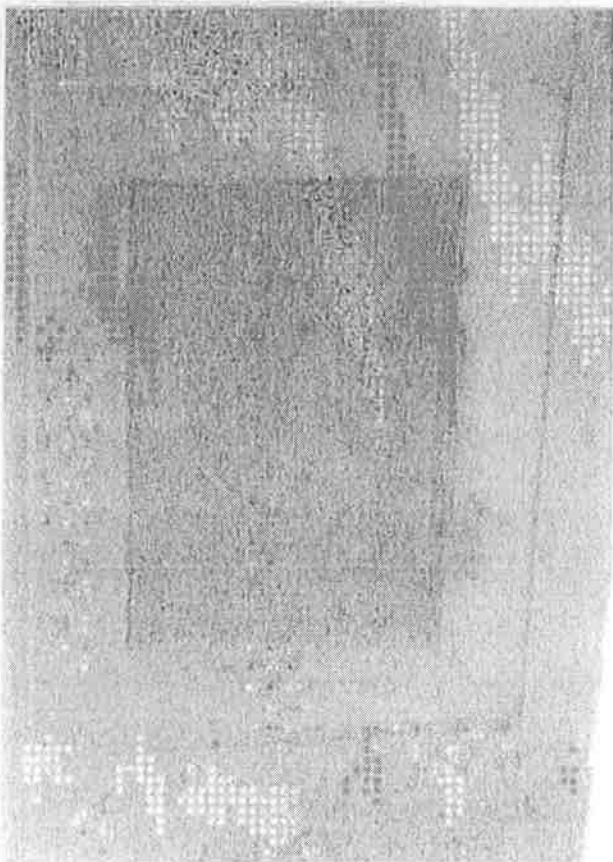
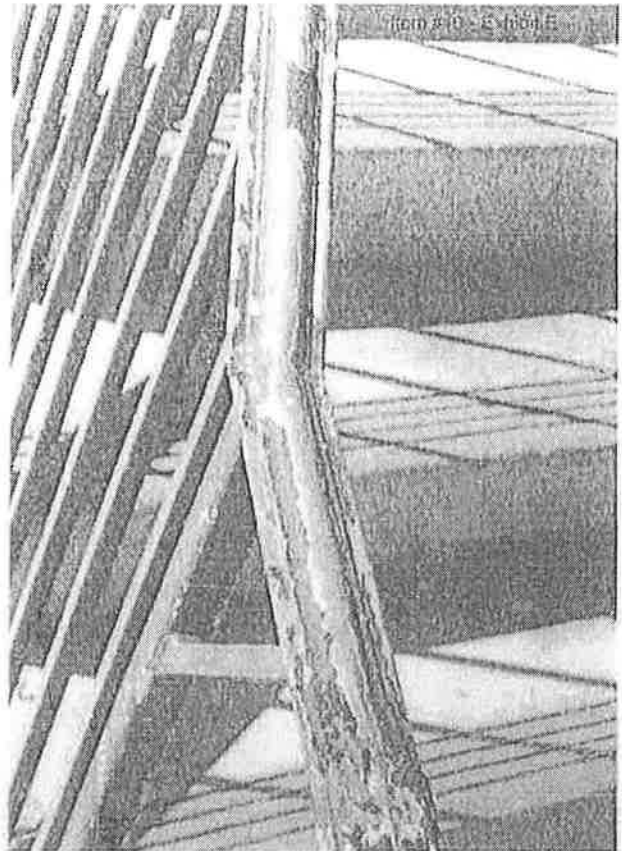
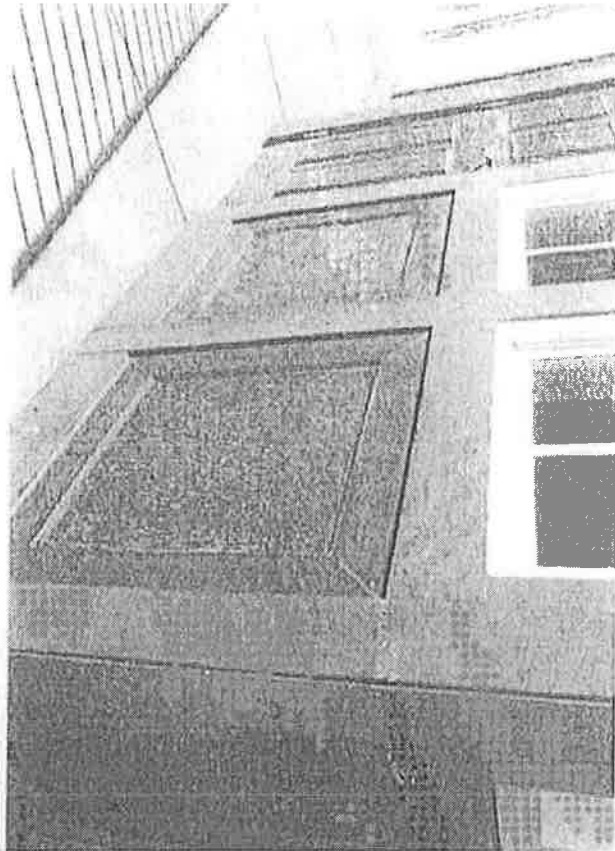
Paint exterior surfaces of the Piru Train Station and Gazebo. This shall include but is not limited to the following:

1. Train Station Exterior.
2. Gazebo Exterior.
3. All Railings.
4. Remove bottom turnouts of downspouts and cut 1/2 round opening at bottom.
5. All man doors to be painted on all sides.
6. Chain Link Cage around A/C unit to be painted.
7. Remove/Replace Center Recessed Panels with primed exterior glued plywood and re-installed with adhesive on backs to prevent warpage.

  
Glenn Hemme, Manager, GSA Projects Group

8-26-13  
Date





Acct #	DESCRIPTION COUNT	Maintenance	Maintenance	Maintenance	Maintenance	Public	MW Total	Park	Park	Ranger	GRAND
		Worker I	Worker II	Worker III	Worker IV	Works Maint Worker Spec		Services Ranger I	Services Ranger II	Total	
		2	3	2	2	1	9	3	2	5	12
<b>DIRECT LABOR</b>											
		\$ 57,804	\$ 163,696	\$ 144,011	\$ 77,649	\$ 83,683	\$ 526,923	\$ 194,884	\$ 156,040	\$ 350,924	\$ 877,847
<b>INDIRECT LABOR</b>											
23031	Director/ Director Gen Svcs Agy	\$ 178,486	\$ 25,498	\$ 39,247	\$ 25,498	\$ 12,749	\$ 114,741	\$ 39,247	\$ 25,498	\$ 63,745	\$ 178,486
23138	Management Assistant III	\$ 37,110	\$ 5,301	\$ 7,952	\$ 5,301	\$ 2,651	\$ 23,856	\$ 7,952	\$ 5,301	\$ 13,254	\$ 37,110
5159	Staff/Services Manager I	\$ 131,679	\$ 18,811	\$ 27,217	\$ 18,811	\$ 9,406	\$ 84,651	\$ 28,217	\$ 18,811	\$ 47,028	\$ 131,679
5197	Parks Operations Supervisor	\$ 91,666						\$ 55,000	\$ 36,666	\$ 91,666	\$ 91,666
5193	Maintenance Supervisor	\$ 89,802	\$ 19,734	\$ 29,401	\$ 19,734	\$ 9,867	\$ 90,802			\$ -	\$ 89,802
	<b>TOTAL INDIRECT LABOR</b>	\$ 527,743	\$ 69,344	\$ 104,017	\$ 69,344	\$ 34,872	\$ 312,050	\$ 129,416	\$ 86,277	\$ 215,693	\$ 527,743
<b>LABOR SUBTOTAL</b>											
		\$ 527,743	\$ 127,228	\$ 267,713	\$ 213,355	\$ 112,321	\$ 838,973	\$ 324,300	\$ 242,317	\$ 566,617	\$ 1,405,590
<b>S &amp; EB ADJUSTMENTS:</b>											
1105	Overtime	\$ 20,893	\$ 2,985	\$ 4,477	\$ 2,985	\$ 1,492	\$ 1,492	\$ 13,431	\$ 4,477	\$ 2,985	\$ 20,893
1107	Vacation Buydown Ben	\$ 46,830	\$ 6,690	\$ 10,035	\$ 6,690	\$ 3,345	\$ 3,345	\$ 30,105	\$ 10,035	\$ 6,690	\$ 46,830
	<b>TOTAL S &amp; EB ADJUSTMENTS</b>	\$ 67,723	\$ 9,675	\$ 14,512	\$ 9,675	\$ 4,837	\$ 4,837	\$ 43,536	\$ 14,512	\$ 9,675	\$ 67,723
	<b>TOTAL S &amp; EB</b>	\$ 595,466	\$ 136,903	\$ 282,225	\$ 223,030	\$ 117,159	\$ 882,509	\$ 338,812	\$ 251,992	\$ 590,604	\$ 1,473,313
<b>SERVICES &amp; SUPPLIES INDIRECT COSTS:</b>											
	<b>IND. COSTS</b>										
2021	Cloth & Pers Supp	\$ 3,500	\$ 471	\$ 707	\$ 471	\$ 236	\$ 236	\$ 2,121	\$ 707	\$ 471	\$ 3,500
2022	Uniform Allowance	\$ 2,500	\$ 357	\$ 536	\$ 357	\$ 179	\$ 179	\$ 1,607	\$ 536	\$ 357	\$ 2,500
2023	Safety Cloth & Supp	\$ 1,650	\$ 236	\$ 354	\$ 236	\$ 118	\$ 118	\$ 1,061	\$ 354	\$ 236	\$ 1,650
2032	Phone Non ISF	\$ 8,000	\$ 1,143	\$ 1,714	\$ 1,143	\$ 571	\$ 571	\$ 5,143	\$ 1,714	\$ 1,143	\$ 8,000
2033	Telephone	\$ 7,286	\$ 1,041	\$ 1,561	\$ 1,041	\$ 520	\$ 520	\$ 4,684	\$ 1,561	\$ 1,041	\$ 7,286
2034	Radio Co - ISF	\$ 5,106	\$ 729	\$ 1,094	\$ 729	\$ 365	\$ 365	\$ 3,282	\$ 1,094	\$ 729	\$ 5,106
2105	Other Equip Maint	\$ 1,500	\$ 214	\$ 321	\$ 214	\$ 107	\$ 107	\$ 964	\$ 321	\$ 214	\$ 1,500
2125	Facilities	\$ 18,318	\$ 2,617	\$ 3,925	\$ 2,617	\$ 1,308	\$ 1,308	\$ 11,776	\$ 3,925	\$ 2,617	\$ 18,318
2126	Other Maintenance - ISF	\$ 1,500	\$ 143	\$ 214	\$ 143	\$ 71	\$ 71	\$ 643	\$ 214	\$ 143	\$ 1,500
2195	Computer Service	\$ 10,676	\$ 1,525	\$ 2,288	\$ 1,525	\$ 763	\$ 763	\$ 6,863	\$ 2,288	\$ 1,525	\$ 10,676
2200	Temporary Help	\$ 4,000	\$ 571	\$ 857	\$ 571	\$ 286	\$ 286	\$ 2,571	\$ 857	\$ 571	\$ 4,000
2205	Security (Badges)	\$ 1,110	\$ 159	\$ 238	\$ 159	\$ 79	\$ 79	\$ 714	\$ 238	\$ 159	\$ 1,110
2211	Employee Health Services	\$ 5,000	\$ 714	\$ 1,071	\$ 714	\$ 357	\$ 357	\$ 3,214	\$ 1,071	\$ 714	\$ 5,000
2292	Minor Equipment	\$ 4,000	\$ 571	\$ 857	\$ 571	\$ 286	\$ 286	\$ 2,571	\$ 857	\$ 571	\$ 4,000
2293	Computer Equipment <5000	\$ 3,000	\$ 429	\$ 643	\$ 429	\$ 214	\$ 214	\$ 1,929	\$ 643	\$ 429	\$ 3,000
2521	In-House Transportation Costs	\$ 171,189	\$ 24,456	\$ 36,683	\$ 24,456	\$ 12,228	\$ 12,228	\$ 110,050	\$ 36,683	\$ 24,456	\$ 171,189
2522	Gas/Diesel/Fuel	\$ 76,916	\$ 10,988	\$ 16,482	\$ 10,988	\$ 5,494	\$ 5,494	\$ 49,444	\$ 16,482	\$ 10,988	\$ 76,916
2523	Conference & Seminar Exp, ISF	\$ 1,000	\$ 143	\$ 214	\$ 143	\$ 71	\$ 71	\$ 643	\$ 214	\$ 143	\$ 1,000
	<b>TOTAL INDIRECT COSTS</b>	\$ 325,551	\$ 46,507	\$ 69,761	\$ 46,507	\$ 23,254	\$ 23,254	\$ 209,263	\$ 69,761	\$ 46,507	\$ 325,551
<b>OFFSETTING REVENUES:</b>											
8911	Interest Earnings	\$ (4,000)	\$ (571)	\$ (857)	\$ (571)	\$ (286)	\$ (286)	\$ (2,571)	\$ (857)	\$ (571)	\$ (4,000)
	<b>TOTAL REDUCTIONS</b>	\$ (4,000)	\$ (571)	\$ (857)	\$ (571)	\$ (286)	\$ (286)	\$ (2,571)	\$ (857)	\$ (571)	\$ (4,000)
	<b>TOTAL OPERATING COSTS</b>	\$ 102,839	\$ 351,128	\$ 268,966	\$ 140,126	\$ 146,150	\$ 1,089,220	\$ 407,716	\$ 297,928	\$ 295,641	\$ 1,794,864
<b>FY 14-15 FULLY-LOADED LABOR RATES (see Note)</b>											
		\$ 110.31	\$ 70.61	\$ 81.14	\$ 84.54	\$ 88.18	\$ 73.02	\$ 81.99	\$ 89.87	\$ 85.15	\$ 77.35

Calculate Attendance (do not reduce for mtgs)

Note	HOURLY RATES: NET S&EB DIVIDED BY (NO. OF EMPLOYEES x 1658 HRS) = COMPOSITE RATE:	FY 14-15
	Gross Yearly Hours	2,080
	Holiday (9 days X 8 hrs)	(72)
	Vacation 15 days	(120)
	Sick Leave (80 hrs x 70%)	(56)
	Floating Holiday	(8)
	Training (3 days x 8 hrs)	(24)
	Meetings (2.5 hrs per month)	(30)
	Breaks (calc below, 0.5 hr each net worked day)	(113)
	<b>Net Yearly Hours</b>	<b>1,658</b>

Item #13 - Exhib

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA  
FOR ONGOING FINANCIAL AND ACCOUNTING SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2014, with respect to the following:

**WHEREAS**, the SA has been and is in need of County's financial and accounting services in connection with the execution of its duties; and

**WHEREAS**, the Auditor-Controller has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the Auditor-Controller's Office; and

**WHEREAS**, the Auditor-Controller is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide financial and accounting services to the SA at an estimated cost not to exceed \$10,000 through fiscal year 2014-15, or as amended by mutual written agreement;

**NOW THEREFORE**, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2014, and to and including June 30, 2015.
2. **Scope of Services.** The County of Ventura, through its Auditor-Controller's Office, shall provide financial and accounting services for the SA, including but not limited to: review of budget, input of budget into the Ventura County Financial Management System (VCFMS); document processing for accounts payable; review of budget modifications; review of board letters, State Controller and/or Department of Finance (DOF) mandated reporting and supporting documentation or exhibits; responding to program-specific inquiries from peers, analysts, auditors and other private or governmental agencies; review of the Recognized Obligation Payment Schedule (ROPS) for tax year 2014-2015; and work with external auditors related to preparation of annual financial reports for the year ended June 30, 2013 including SA or County-specific Basic Financial Statements as required by the Governmental Accounting Standards Board, Annual Report of Housing Activity, Agreed-Upon Procedures Report, and Due Diligence Review. The Auditor-Controller's Office may manage separate audit agreements between the SA and external auditors and the State Department of Finance (DOF), including the approval of invoices for work performed by the external auditors.
3. **Additional Services.** SA may request additional services beyond the scope of services in Section 2. Written agreement by both parties is required for provision and reimbursement of such additional services.
4. **Services Reimbursement Rate and Methodology.** Services and related costs incurred shall be billed at Board of Supervisors approved contract service rates effective for the fiscal year 2014-15 term, in an amount estimated not to exceed \$10,000, and charged to the SA at a frequency no more than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Services Billing and Methodology.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the Board of Supervisors and the Ventura County Auditor-Controller and shall be based on a quarterly billing cycle.
6. **External Audit.** Costs of the external audit for the SA financial statements shall be borne entirely by the SA. The audit of financial statements for the fiscal year ending June 30, 2014 is covered by a separate agreement between the SA and the external auditors. Accordingly, related audit costs are not included in the amount noted in item 4.



Item #13 - Exhib

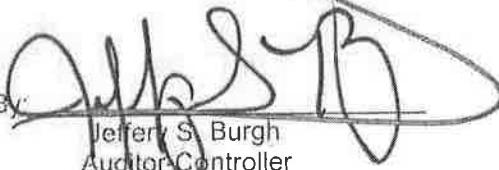
**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA  
FOR ONGOING FINANCIAL AND ACCOUNTING SERVICES**

7. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
8. **Indemnification.** SA shall defend, indemnify, and hold harmless the County, as well as its respective officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.
9. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.
10. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
11. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
12. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date last signed.


COUNTY OF VENTURA, a political  
Subdivision of the State of California

Dated: 8/15/14

By:   
Jeffery S. Burgh  
Auditor/Controller

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: 8/15/14

By:   
Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR  
ONGOING STAFF ADMINISTRATIVE SERVICES**

Item #13 -  
Exhibit C

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2014, with respect to the following:

**WHEREAS**, the SA has been and is in need of County's staff services in connection with the execution of its duties; and

**WHEREAS**, the County Executive Office has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the County Executive Office; and

**WHEREAS**, the County Executive Office is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide staff services to the SA in an amount estimated to be not less than \$55,000 and not more than \$120,000, depending on the availability of funds within the SA's Administration Budget through fiscal year 2014-15;

**NOW THEREFORE**, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2014, and to and including June 30, 2015.
2. **Scope of Services.** The County of Ventura, through its County Executive Office, shall provide staff administrative services for, and on behalf of the SA, including but not limited to: preparation for Oversight Board meetings, including preparation of staff reports and resolutions; preparation and management of budgets; execution of the Annual Work Plans; development, implementation and management of programs, policies, procedures, contracts, and operations; completion of special studies and reports; interaction and negotiation with other agencies, private individuals, and businesses; grant writing and administration, to include accounting services.
3. **Additional Services.** SA may request additional services beyond the Scope of Services in Section 2. Agreement for provision and reimbursement of the additional services is required by both parties.
4. **Services Reimbursement Rate and Methodology.** Services and related costs incurred shall be billed at the Board of Supervisors' approved hourly contract services rates effective for the fiscal year 2014-15 term, in an amount estimated to be not less than \$55,000 and not more than \$120,000, depending on the availability of funds within the SA's Administration Budget and charged to the SA at a frequency no more than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
6. **Indemnification.** SA shall defend, indemnify, and hold harmless the County as well as those its officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.
7. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR  
ONGOING STAFF ADMINISTRATIVE SERVICES**

Item #13 -  
Exhibit C

8. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
9. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
10. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF VENTURA, a political  
Subdivision of the State of California

Dated: 6/24/14

By:   
Michael Powers  
County Executive Officer

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: 6/24/2014

By:   
Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura

**MEMORANDUM OF AGREEMENT REGARDING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA  
FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2014, with respect to the following:

**WHEREAS**, the SA has been and is in need of County's staff services including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA, relating to the upkeep and operation of the Piru Town Square and the Piru Bank Building, which are located in the unincorporated area of the County, in the community of Piru; and

**WHEREAS**, the County's General Services Agency (GSA) also agrees to process all facility use agreements and film permits for the Piru Town Square and the Piru Bank Building for public, private and film industry use on behalf of the SA; and

**WHEREAS**, pursuant to ABx1 26 (2011) and previously approved administrative SA budgets, the County is authorized to provide staff services to the SA at an estimated cost not to exceed \$80,000 through fiscal year 2014-15; and

**WHEREAS**, ROPS 14-15A, covering the period of July1, 2014 through December 31, 2014, has been approved by the Oversight Board and the Department of Finance (Exhibit A – DOF Determination Letter) which approved \$40,000 (one-half of the \$80,000) over the first six month period (Exhibit B – ROPS Detail, Line Item #1) for maintenance services with the County of Ventura-GSA; and

**WHEREAS**, the Oversight Board authorized Resolution No. 14-01 (Exhibit C), authorizing GSA to enter into a second amendment to the MOA to increase the cost of GSA services by \$41,000 to cover deferred maintenance services and authorized Resolution No. 14-06 (Exhibit D), authorizing GSA to proceed with the deferred maintenance work; and

**WHEREAS**, the approved ROPS 14-15A, covering the period of July1, 2014 and to and including December 31, 2014, includes the deferred maintenance costs of \$41,000 (Exhibit B – ROPS Detail, Line Item #28) as prior period expenses; and

**WHEREAS**, the parties agree the total not to exceed amount under this MOA is \$121,000, which includes the \$80,000 for annual staff services between July 1, 2014 and to and including June 30, 2015 and the \$41,000 for deferred maintenance services; and

**NOW THEREFORE**, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2014, and to and including June 30, 2015.
2. **Scope of Services.** The County of Ventura, through its General Services Agency (GSA), shall provide services, including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA so long as any particular asset is owned by the SA, relating to the upkeep and operation of the Piru Town Square at 664 Piru Square (formerly 3977 Center Street) and the Piru Bank Building at 3940 East Center Street, which are located in the unincorporated area of the County, in the community of Piru. GSA shall also provide deferred maintenance services for the Piru Town Square. GSA shall also handle all facility use agreements and film permits for the Piru Town Square and the Piru Bank Building for public, private and film industry use on behalf of the SA. Revenues collected by GSA on behalf of the SA for facility use and film permits shall be remitted to the SA. GSA's

**MEMORANDUM OF AGREEMENT REGARDING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
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FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

obligations under this agreement shall terminate with respect to a particular asset immediately upon the legal transfer of such asset to a third party.

3. **Additional Services.** SA may request additional services beyond the Scope of Services in Section 2. Agreement for provision and reimbursement of such additional services is required by both parties.
4. **Services Reimbursement Rate and Methodology.** Custodial, landscape maintenance, janitorial duties, facility repairs and general oversight services and related costs incurred shall be billed at Board of Supervisors approved calculated labor rates for GSA Parks Department for FY 2014-15 using a methodology consistent with the labor rate development for other GSA budget units (Exhibit E). Services and related costs of staff support and expenses related to the terms within GSA film permits and facility use agreements for the Town Square Park and Bank Building facilities shall be billed using the applicable GSA fee schedules associated with processing film permits, facility reservations and associated administrative costs. All services are in an amount estimated not to exceed \$121,000, and charged to the SA at a frequency no less than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
6. **Indemnification.** SA shall defend, indemnify, and hold harmless the County, as well as its respective officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.
7. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.
8. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
9. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
10. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

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**MEMORANDUM OF AGREEMENT REGARDING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA  
FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date last signed.

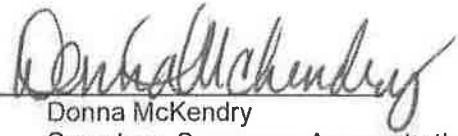
COUNTY OF VENTURA, a political  
Subdivision of the State of California

Dated: 6/23/14

By:   
Paul S. Grossgold  
Director, General Services Agency

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: 6/23/2014

By:   
Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura





**DEPARTMENT OF  
FINANCE**

EDMUND G. BROWN JR. ■ GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

March 28, 2014

Ms. Donna McKendry, Management Analyst  
Ventura County  
800 South Victoria Avenue, L# 1940  
Ventura, CA 93009

Dear Ms. McKendry:

Subject: Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (m), the Ventura County Successor Agency (Agency) submitted a Recognized Obligation Payment Schedule (ROPS 14-15A) to the California Department of Finance (Finance) on February 14, 2014 for the period of July through December 2014. Finance has completed its review of your ROPS 14-15A, which may have included obtaining clarification for various items.

Based on our review, we are approving all of the items listed on your ROPS 14-15A at this time.

Pursuant to HSC section 34186 (a), successor agencies were required to report on the ROPS 14-15A form the estimated obligations and actual payments (prior period adjustments) associated with the July through December 2013 period. The amount of RPTTF approved in the table below includes the prior period adjustment self-reported by the Agency. HSC section 34186 (a) also specifies prior period adjustments self-reported by successor agencies are subject to audit by the county auditor-controller (CAC) and the State Controller. Any proposed CAC adjustments were not received in time for inclusion in this letter. Therefore, the amount of RPTTF approved in the table below only includes the prior period adjustment self-reported by the Agency.

The Agency's maximum approved Redevelopment Property Tax Trust Fund (RPTTF) distribution for the reporting period is \$385,454 as summarized below:

<b>Approved RPTTF Distribution</b>	
<b>For the period of July through December 2014</b>	
Total RPTTF requested for non-administrative obligations	335,454
Total RPTTF requested for administrative obligations	50,000
<b>Total RPTTF requested for obligations</b>	<b>\$ 385,454</b>
Total RPTTF authorized for non-administrative obligations	335,454
Total RPTTF authorized for administrative obligations	50,000
<b>Total RPTTF authorized for obligations</b>	<b>\$ 385,454</b>
ROPS 13-14A prior period adjustment	-
<b>Total RPTTF approved for distribution</b>	<b>\$ 385,454</b>



Please refer to the ROPS 14-15A schedule that was used to calculate the approved RPTTF amount:


<http://www.dof.ca.gov/redevelopment/ROPS>

The amount available from the RPTTF is the same as the amount of property tax increment that was available prior to enactment of ABx1 26 and AB 1484. This amount is not and never was an unlimited funding source. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax is limited to the amount of funding available to the successor agency in the RPTTF.

To the extent proceeds from bonds issued after December 31, 2010 exist and are not encumbered by an enforceable obligation pursuant to HSC section 34171 (d), HSC section 34191.4 (c) (2) (B) requires these proceeds be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation.

Please direct inquiries to Beliz Chappuie, Supervisor or Susana Medina Jackson, Lead Analyst at (916) 445-1546.

Sincerely,



JUSTYN HOWARD  
Assistant Program Budget Manager

cc: Ms. Rosanna R Bati, Fiscal Manager, Ventura County  
Ms. Sandra Bickford, Chief Deputy, Ventura County  
California State Controller's Office

## Recognized Obligation Payment Schedule (ROPS 14-15A) - Summary

Filed for the July 1, 2014 through December 31, 2014 Period

Name of Successor Agency: Ventura County Exhibit B  
 Name of County: Ventura

Current Period Requested Funding for Outstanding Debt or Obligation	Six-Month Total
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):</b>	
A Sources (B+C+D):	\$ -
B Bond Proceeds Funding (ROPS Detail)	-
C Reserve Balance Funding (ROPS Detail)	-
D Other Funding (ROPS Detail)	-
<b>E Enforceable Obligations Funded with RPTTF Funding (F+G):</b>	<b>\$ 385,454</b>
F Non-Administrative Costs (ROPS Detail)	335,454
G Administrative Costs (ROPS Detail)	50,000
<b>H Current Period Enforceable Obligations (A+E):</b>	<b>\$ 385,454</b>

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
I Enforceable Obligations funded with RPTTF (E):	385,454
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	-
<b>K Adjusted Current Period RPTTF Requested Funding (I-J)</b>	<b>\$ 385,454</b>

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
L Enforceable Obligations funded with RPTTF (E):	385,454
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
<b>N Adjusted Current Period RPTTF Requested Funding (L-M)</b>	<b>385,454</b>

Certification of Oversight Board Chairman:  
 Pursuant to Section 34177(m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

\_\_\_\_\_  
 Name  
 Title

/s/ \_\_\_\_\_  
 Signature  
 Date



**RESOLUTION NO. 14-01**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, AUTHORIZING THE SUCCESSOR AGENCY TO ENTER INTO A SECOND  
AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF VENTURA  
GENERAL SERVICES AGENCY AND SUCCESSOR AGENCY TO INCREASE THE NOT TO EXCEED AMOUNT  
FOR COST OF GSA SERVICES TO \$116,000 AND DIRECT SUCCESSOR AGENCY SECRETARY TO SIGN  
AMENDMENT**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012 such that the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") shall be designated as successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; and

WHEREAS, pursuant to Health and Safety Code Section 34178, a successor agency wishing to enter or reenter into agreements with the county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its oversight board; and

WHEREAS, the Oversight Board authorized the Successor Agency to enter into a memorandum of agreement ("MOA") between the County of Ventura and the Successor Agency for general maintenance and repair work at the Piru Town Square Park and Piru Bank Building, which was executed on or about May 21, 2013 (Exhibit A); and

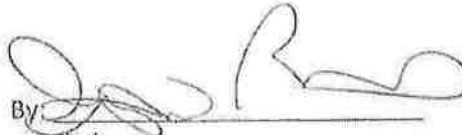
WHEREAS, the Oversight Board authorized the Successor Agency to enter into a first amendment to the MOA between the County of Ventura and the Successor Agency to include calculated labor rates for the GSA Parks Department in the Agreement's Services Reimbursement Rate and Methodology, which was executed on or about July 1, 2013 (Exhibit B); and

WHEREAS, the Successor Agency wishes to enter into a second amendment to the MOA ("Second Amendment") to increase the cost of GSA services by \$41,000 to a not to exceed amount of \$116,000 (Exhibit D).

NOW, THEREFORE BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. The Second Amendment is hereby approved.
3. The Oversight Board delegates to the Successor Agency's Secretary the authority to prepare and sign the Second Amendment.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member Christy Madden, this 13<sup>th</sup> day of February 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary

**RESOLUTION NO. 14-06**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA, STATE OF CALIFORNIA,  
AUTHORIZING THE COUNTY OF VENTURA GENERAL SERVICES AGENCY TO PERFORM DEFERRED  
MAINTENANCE WORK ON THE PIRU TOWN SQUARE FACILITY AND DIRECTING SUCCESSOR AGENCY  
SECRETARY TO REVIEW AND APPROVE WORK ORDERS AND INVOICES FOR SAID WORK**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("OB") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura became the Successor Agency to The Redevelopment Agency of the County of Ventura ("SA") and is designated as the successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the SA; and

WHEREAS, pursuant to Health and Safety Code Section 34178, a SA wishing to enter or reenter into agreements with the county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its OB; and

WHEREAS, the OB authorized the SA to enter into a memorandum of agreement ("MOA") between the County of Ventura and the SA for general maintenance and repair work at the Piru Town Square Park and Piru Bank Building, which was executed on or about May 21, 2013 (Exhibit A); and

WHEREAS, the OB authorized the SA to enter into a first amendment to the MOA between the County of Ventura and the SA to include calculated labor rates for the GSA Parks Department in the Agreement's Services Reimbursement Rate and Methodology, which was executed on or about September 17, 2013 (Exhibit B); and

WHEREAS, the OB authorized Resolution No. 14-01 (Exhibit C), authorizing GSA to enter into a second amendment to the MOA ("Second Amendment") to increase the cost of GSA services by \$41,000 pursuant to the GSA cost estimate (Exhibit D) with a not to exceed amount of \$116,000 and a condition that GSA first provide detailed information and pictures reflecting the work that needs to be done and,

in addition, to seek prior OB approval for all work exceeding the original (now, former) \$75,000 budget for the current fiscal year; and


WHEREAS, on March 13, 2014, GSA provided the OB with a detailed explanation of the needed work, including photographs (Exhibit E) and testimony from the director of GSA Parks, regarding the immediate need for previously deferred maintenance work to be done as soon as feasible due to severe deterioration of the property and structures at issue; and

WHEREAS, on March 13, 2014, the OB considered such evidence and testimony from representatives and residents of Piru confirming the immediate need for such work to be done, and then determined that all such maintenance work should be done as soon as possible.

NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. GSA's request to perform the above-described maintenance work, pursuant to the Second Amendment to the MOA, as previously amended and conditioned, is hereby approved provided such work does not exceed the full amount authorized therein.
3. The OB hereby directs the Successor Agency's Secretary to review and approve the work orders and invoices for such maintenance, while ensuring that the amount expended for such work (and all other work authorized by the MOA) does not exceed the GSA MOA's fiscal-year budget.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Christy Madden, seconded by Member Matt Carroll, this 13th day of March 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN  
THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER  
REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA  
FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2013, with respect to the following:

**WHEREAS**, the SA has been and is in need of County's staff services in connection with maintenance and upkeep of the Piru Town Square and the Piru Bank Building; and

**WHEREAS**, the County has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the County; and

**WHEREAS**, the County is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide staff services to the SA at an estimated cost not to exceed \$75,000 through fiscal year 2013-14;

**NOW THEREFORE**, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2013, and to and including June 30, 2014.
2. **Scope of Services.** The County of Ventura, through its General Services Agency (GSA), shall provide services, including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA, relating to the upkeep and operation of the Piru Town Square at 664 Piru Square (formerly 3977 Center Street) and the Piru Bank Building at 3940 East Center Street, which are located in the unincorporated area of the County, in the community of Piru; GSA shall also handle all facility use agreements and film permits for the Piru Town Square and the Piru Bank Building for public, private and film industry use on behalf of the SA. Revenues collected by GSA on behalf of the SA for facility use and film permits shall be remitted to the SA.
3. **Additional Services.** SA may request additional services beyond the Scope of Services in Section 2. Agreement for provision and reimbursement of such additional services is required by both parties.
4. **Services Reimbursement Rate and Methodology.** Custodial, landscape maintenance, janitorial duties, facility repairs and general oversight services and related costs incurred shall be billed at Board of Supervisors approved contract service rates effective for the fiscal year 2013-14 term. Services and related costs of staff support and expenses related to the terms within GSA film permits and facility use agreements for the Town Square Park and Bank Building facilities shall be billed using the applicable GSA fee schedules associated with processing film permits, facility reservations and associated administrative costs. All services are in an amount estimated not to exceed \$75,000, and charged to the SA at a frequency no less than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
6. **Indemnification.** SA shall defend, indemnify, and hold harmless the County, as well as its respective officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury



**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

(including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.

- 7. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.
- 8. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- 9. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
- 10. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF VENTURA, a political  
Subdivision of the State of California

Dated: 5/21/13

By: Steve Morgan  
Steve Morgan  
Chief Deputy Director  
General Services Agency

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: 5/21/13

By: Donna McKendry  
Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

This is the First Amendment to a Memorandum of Agreement made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), which parties made effective July 1, 2013.

**RECITALS**

**WHEREAS**, the County entered into a memorandum of agreement ("Agreement") with the SA effective July 1, 2013 to provide services, including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA, relating to the upkeep and operation of the Piru Town Square and the Piru Bank Building, which are located in the unincorporated area of the County, in the community of Piru. The County's General Services Agency (GSA) shall also handle all facility use agreements and film permits for the Piru Town Square and the Piru Bank Building for public, private and film industry use on behalf of the SA; and

**WHEREAS**, the term of the Agreement covers the period of time from and including July 1, 2013 and to and including June 30, 2014; and

**WHEREAS**, the County is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide staff services to the SA at an estimated cost not to exceed \$75,000 through fiscal year 2013-14;

**WHEREAS**, this Agreement may only be modified or amended in writing and with the prior written consent of both Parties; and

**WHEREAS**, the Parties now wish to modify the Agreement's Services Reimbursement Rate and Methodology to include the County's calculated labor rates for GSA Parks Department for FY 2013-14 using a methodology consistent with the labor rate development for other GSA budget units (Exhibit 1 hereto). Any work performed by GSA Parks Department staff on behalf of the SA will be in accordance with the rates set forth in Exhibit 1.

**NOW THEREFORE**, based upon the above stated recitals of fact and on the following terms and conditions the parties agree as follows:


1. The Agreement is hereby amended to include the GSA Parks Department rates, as set forth in Exhibit 1.
2. Except as modified hereby, all other terms and conditions of the Parties' prior Agreement, dated July 1, 2013, shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment is executed by the Parties hereto as of the date last signed and made effective July 1, 2013.

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR ONGOING PIRU TOWN SQUARE AND BANK BUILDING GENERAL SERVICES**

COUNTY OF VENTURA, a political  
Subdivision of the State of California

Dated: 9/16/13

By:   
Paul S. Grossgold  
Director  
General Services Agency

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: 9/17/13

By:   
Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura

Exhibit 1

GENERAL SERVICES AGENCY  
PARKS DEPARTMENT  
FISCAL YEAR 2013-2014  
BUDGET DEVELOPMENT SCHEDULES  
LABOR RATES

ACCT#	DESCRIPTION COUNT	Maintenance					Public Works Maint		Park Services Range I	Park Services Range II	Temper Total	GRAND TOTAL
		Worker I 2	Worker II 3	Worker III 9	Worker IV 1	Worker Spec 1	MW Total 9	Worker I 7				
	<b>DIRECT LABOR</b>	\$ 31,340	\$ 167,818	\$ 157,927	\$ 74,431	\$ 66,232	\$ 497,078	\$ 133,641	\$ 151,218	\$ 284,277	\$ 781,352	
	<b>INDIRECT LABOR</b>											
25601	Deputy Director - Civil Serv Ag	\$ 172,749	\$ 24,518	\$ 139,772	\$ 24,518	\$ 112,259	\$ 112,259	\$ 112,259	\$ 24,518	\$ 24,518	\$ 172,749	
21136	Management Assistant I	\$ 25,850	\$ 5,515	\$ 30,223	\$ 5,515	\$ 27,758	\$ 27,758	\$ 27,758	\$ 5,515	\$ 5,515	\$ 25,850	
3337	Subcontractor Expenses	\$ 126,429	\$ 119,451	\$ 129,176	\$ 319,431	\$ 19,725	\$ 19,725	\$ 207,520	\$ 119,451	\$ 119,451	\$ 126,429	
3377	Parks Classification Expenses	\$ 87,000						\$ 80	\$ 43,950	\$ 43,950	\$ 87,000	
3143	Administrative Expenses	\$ 83,174	\$ 18,728	\$ 28,392	\$ 18,928	\$ 9,464	\$ 9,464	\$ 66,174		\$ 40	\$ 83,174	
	<b>TOTAL INDIRECT LABOR</b>	\$ 357,224	\$ 70,417	\$ 103,310	\$ 70,417	\$ 35,204	\$ 35,204	\$ 314,827	\$ 95,454	\$ 95,454	\$ 357,224	
	<b>LABOR TOTAL</b>	\$ 670,224	\$ 122,000	\$ 258,518	\$ 268,334	\$ 109,432	\$ 115,430	\$ 811,905	\$ 246,672	\$ 246,672	\$ 1,281,076	
	<b>SALES ADJUSTMENTS</b>											
1105	Overtime	\$ 3,224	\$ 2,931	\$ 4,247	\$ 2,831	\$ 1,414	\$ 1,414	\$ 12,741	\$ 2,031	\$ 2,031	\$ 3,224	
1107	Vacation Buydown - Ben	\$ 2,117	\$ 1,050	\$ 4,526	\$ 4,350	\$ 2,175	\$ 2,175	\$ 19,977	\$ 4,350	\$ 4,350	\$ 2,117	
	<b>TOTAL SALES ADJUSTMENTS</b>	\$ 4,441	\$ 7,182	\$ 10,773	\$ 7,182	\$ 3,589	\$ 3,589	\$ 32,718	\$ 6,381	\$ 6,381	\$ 4,441	
	<b>TOTAL SALES</b>	\$ 4,441	\$ 7,182	\$ 10,773	\$ 7,182	\$ 3,589	\$ 3,589	\$ 32,718	\$ 6,381	\$ 6,381	\$ 4,441	
	<b>TOTAL SALES &amp; LAB</b>	\$ 674,665	\$ 129,182	\$ 269,291	\$ 275,516	\$ 113,021	\$ 119,019	\$ 844,623	\$ 253,053	\$ 253,053	\$ 1,285,517	
	<b>SERVICES &amp; SUPPLIES INDIRECT COSTS</b>											
2021	Cloth & Pkg Supp	\$ 477	\$ 715	\$ 477	\$ 715	\$ 236	\$ 236	\$ 2,144	\$ 477	\$ 477	\$ 477	
2022	Uniform Allowance	\$ 200	\$ 462	\$ 200	\$ 462	\$ 154	\$ 154	\$ 1,365	\$ 200	\$ 200	\$ 200	
2023	Safety Cloth & Supp	\$ 278	\$ 343	\$ 278	\$ 343	\$ 114	\$ 114	\$ 1,010	\$ 278	\$ 278	\$ 278	
2032	Printing Exp	\$ 1,046	\$ 1,269	\$ 1,046	\$ 1,269	\$ 423	\$ 423	\$ 3,720	\$ 1,046	\$ 1,046	\$ 1,046	
2033	Telephone	\$ 1,022	\$ 1,226	\$ 1,022	\$ 1,226	\$ 440	\$ 440	\$ 3,871	\$ 1,022	\$ 1,022	\$ 1,022	
2034	Tools Exp	\$ 823	\$ 1,222	\$ 823	\$ 1,222	\$ 411	\$ 411	\$ 3,593	\$ 823	\$ 823	\$ 823	
2106	Other Comm Maint	\$ 154	\$ 231	\$ 154	\$ 231	\$ 77	\$ 77	\$ 672	\$ 154	\$ 154	\$ 1,000	
2125	Utilities	\$ 3,066	\$ 4,598	\$ 3,066	\$ 4,598	\$ 1,533	\$ 1,533	\$ 13,473	\$ 3,066	\$ 3,066	\$ 19,226	
2126	Other Maintenance - MV	\$ 154	\$ 231	\$ 154	\$ 231	\$ 77	\$ 77	\$ 672	\$ 154	\$ 154	\$ 1,000	
2195	Computer Services	\$ 1,501	\$ 2,071	\$ 1,501	\$ 2,071	\$ 690	\$ 690	\$ 5,974	\$ 1,501	\$ 1,501	\$ 9,776	
2200	Temporary Help	\$ 215	\$ 373	\$ 215	\$ 373	\$ 106	\$ 106	\$ 927	\$ 215	\$ 215	\$ 1,400	
2205	Security (Budget)	\$ 171	\$ 224	\$ 171	\$ 224	\$ 85	\$ 85	\$ 745	\$ 171	\$ 171	\$ 1,110	
2211	Employment Services	\$ 749	\$ 1,124	\$ 749	\$ 1,124	\$ 383	\$ 383	\$ 3,342	\$ 749	\$ 749	\$ 5,000	
2217	Maint Equipment	\$ 308	\$ 447	\$ 308	\$ 447	\$ 154	\$ 154	\$ 1,365	\$ 308	\$ 308	\$ 2,000	
2273	Computer Equipment - CS00	\$ 508	\$ 742	\$ 508	\$ 742	\$ 254	\$ 254	\$ 2,205	\$ 508	\$ 508	\$ 3,300	
2521	In House Transportation Costs	\$ 25,506	\$ 38,260	\$ 25,506	\$ 38,260	\$ 12,743	\$ 12,743	\$ 111,279	\$ 25,506	\$ 25,506	\$ 165,792	
2525	Gasoline/Fuel	\$ 17,674	\$ 19,011	\$ 17,674	\$ 19,011	\$ 6,207	\$ 6,207	\$ 54,032	\$ 17,674	\$ 17,674	\$ 82,379	
2526	Conference & Travel Exp	\$ 330	\$ 508	\$ 330	\$ 508	\$ 169	\$ 169	\$ 1,473	\$ 330	\$ 330	\$ 2,200	
	<b>TOTAL INDIRECT COSTS</b>	\$ 211,793	\$ 41,318	\$ 78,874	\$ 48,914	\$ 24,628	\$ 24,628	\$ 214,472	\$ 49,314	\$ 49,314	\$ 211,793	
	<b>OPERATING REVENUES</b>											
8911	Interest Earnings	\$ (2,300)	\$ (944)	\$ (2,300)	\$ (944)	\$ (487)	\$ (487)	\$ (4,236)	\$ (944)	\$ (944)	\$ (2,300)	
	<b>TOTAL REDUCTIONS</b>	\$ (2,300)	\$ (944)	\$ (2,300)	\$ (944)	\$ (487)	\$ (487)	\$ (4,236)	\$ (944)	\$ (944)	\$ (2,300)	
	<b>TOTAL OPERATING COSTS</b>	\$ 672,365	\$ 128,138	\$ 266,991	\$ 274,602	\$ 112,534	\$ 118,530	\$ 840,387	\$ 242,109	\$ 242,109	\$ 1,283,217	
67 13-14	<b>ADJUSTED LABOR RATES (Per Hour)</b>	\$ 11.81	\$ 17.77	\$ 18.84	\$ 17.71	\$ 15.21	\$ 17.33	\$ 14.12	\$ 17.91	\$ 17.22	\$ 24.84	
Note	<b>HOURLY RATES: NET \$68 DIVIDED BY NO. OF EMPLOYEES X 1680 HRS = COMPARATIVE RATE</b>										\$ 660	
	(GROSS YEARLY HRS										1680	
	LESS:											
	Holiday (8 Day X 8hr)										64	
	Vacation (15 Day X 8hr)										120	
	Sick Leave (80 Pct X 80%)										64	
	Breaks (204 Hrs Only)										172	
	Shop meetings, training, safety mgmt										144	
	Awarded - buy time, other leave										80	
	Floating Holiday										80	
	NET YEARLY HOURS										1,000	
	% EXCEEDED PRODUCTIVITY										66%	

RESOLUTION NO. 14-01

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, AUTHORIZING THE SUCCESSOR AGENCY TO ENTER INTO A SECOND  
AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF VENTURA  
GENERAL SERVICES AGENCY AND SUCCESSOR AGENCY TO INCREASE THE NOT TO EXCEED AMOUNT  
FOR COST OF GSA SERVICES TO \$116,000 AND DIRECT SUCCESSOR AGENCY SECRETARY TO SIGN  
AMENDMENT**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012 such that the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") shall be designated as successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; and

WHEREAS, pursuant to Health and Safety Code Section 34178, a successor agency wishing to enter or reenter into agreements with the county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its oversight board; and

WHEREAS, the Oversight Board authorized the Successor Agency to enter into a memorandum of agreement ("MOA") between the County of Ventura and the Successor Agency for general maintenance and repair work at the Piru Town Square Park and Piru Bank Building, which was executed on or about May 21, 2013 (Exhibit A); and


WHEREAS, the Oversight Board authorized the Successor Agency to enter into a first amendment to the MOA between the County of Ventura and the Successor Agency to include calculated labor rates for the GSA Parks Department in the Agreement's Services Reimbursement Rate and Methodology, which was executed on or about July 1, 2013 (Exhibit B); and

WHEREAS, the Successor Agency wishes to enter into a second amendment to the MOA ("Second Amendment") to increase the cost of GSA services by \$41,000 to a not to exceed amount of \$116,000 (Exhibit D).

NOW, THEREFORE BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. The Second Amendment is hereby approved.
3. The Oversight Board delegates to the Successor Agency's Secretary the authority to prepare and sign the Second Amendment.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member Christy Madden, this 13<sup>th</sup> day of February 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary



# Job Order Contract Customer Approval/Requisition Form

**Date:** August 27, 2013

**To:** Donna McKendry, Management Analyst II

**From:** Glenn Hemme, Manager, GSA Projects Group

**Re:** Piru Park Building & Gazebo Exterior Painting  
Work Order Number - J14950B  
Location - Piru Train Station

**Brief Scope:** Paint exterior surfaces of the Piru Train Station and Gazebo.

Dear Donna McKendry:

By signing in the space provided below, you, as an authorized signature authority for your budget are approving GSA Projects Group to proceed with the project as noted. Additionally, you are giving GSA your approval to authorize the necessary paperwork to cause an encumbrance of the funding and the making of payments to the vendor against the accounts identified below.

Construction Costs: \$37,713.94    Project Management Costs @9.90%: \$3,733.68    Total Project Cost: \$41,447.62

Prepared by: \_\_\_\_\_ Client Contact: Donna McKendry, Management Analyst II

*Michael Sterling*    8-27-13  
 Michael Sterling, Project Manager    Date

Reviewed by: \_\_\_\_\_ MTM Construction Inc  
 Glenn Hemme    8/27/13    Vendor Name  
 Glenn Hemme, Manager, GSA Projects Group    Date

Funding Approved by: \_\_\_\_\_  
 \_\_\_\_\_ (Signature)    2014A/7112/J14950B  
 \_\_\_\_\_ (Print Name)    Contract Code/PG Number

I HEREBY CERTIFY THAT FUNDS FOR THIS PURCHASE WERE AUTHORIZED AND PROVIDED IN THE CURRENT COUNTY BUDGET

Agency Fund#	Agency	Budget Unit#	Object#	Activity#	Job#
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## Job Order Contract Detailed Scope of Work

**Date:** August 26, 2013

**Project:** J14950B  
Piru Park Building & Gazebo Exterior Painting

**Location:** Piru Train Station

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### Detailed Scope of Work

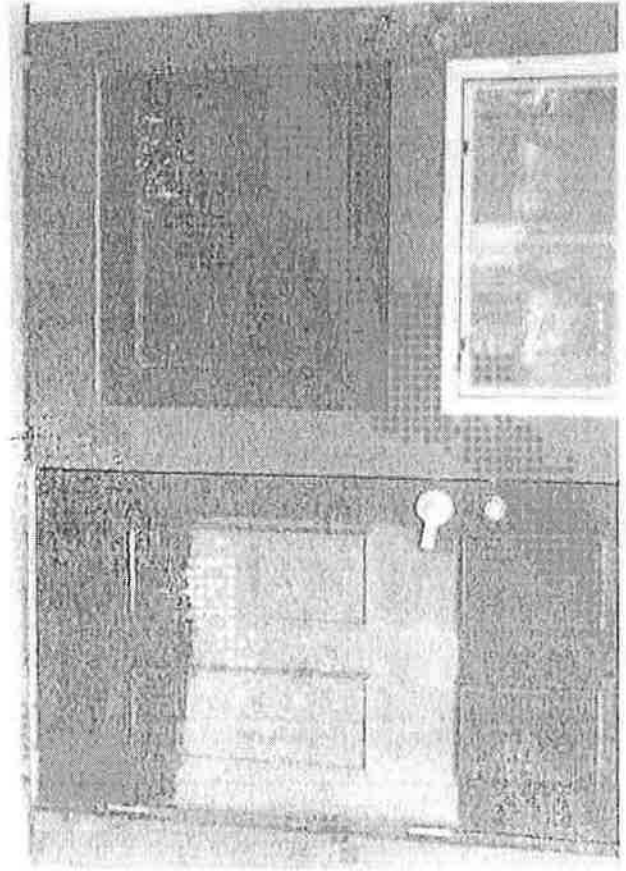
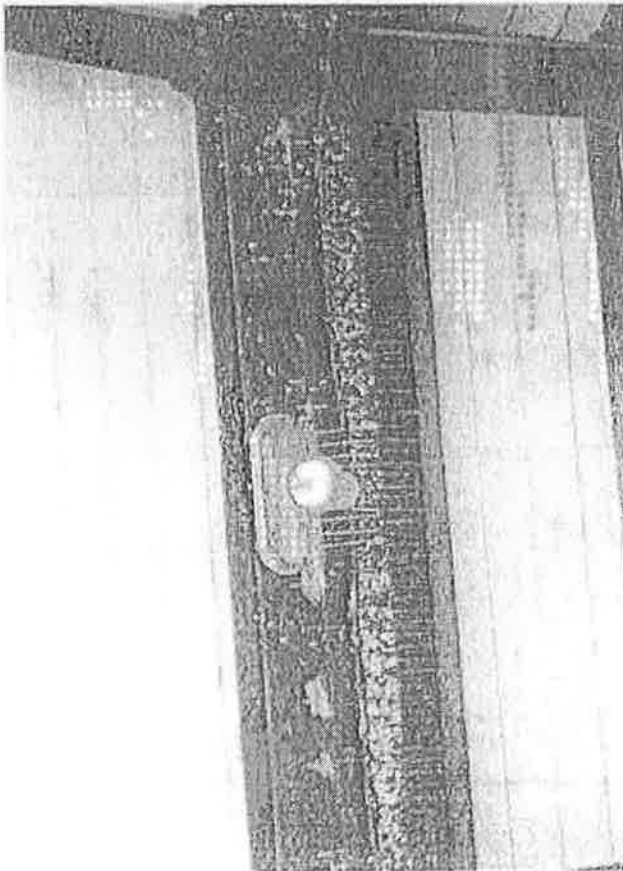
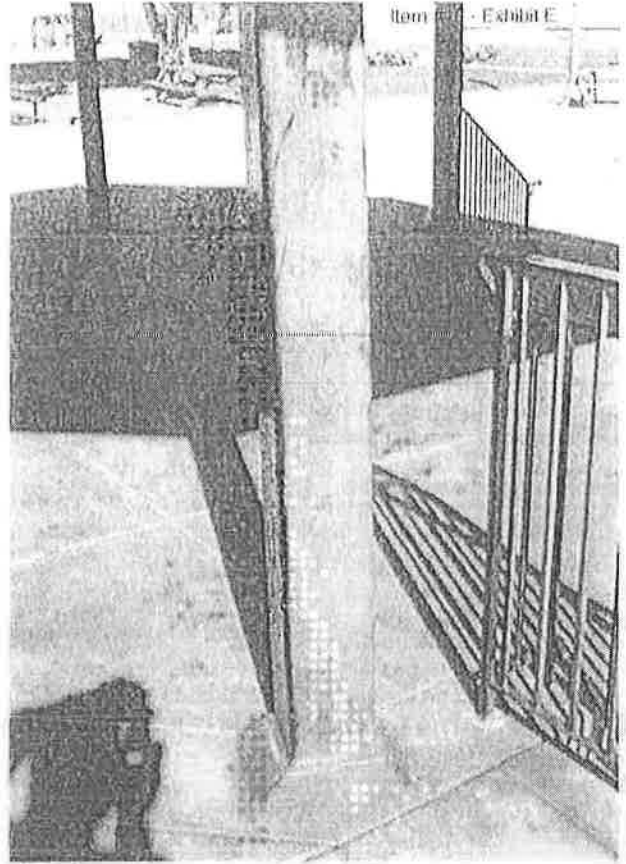
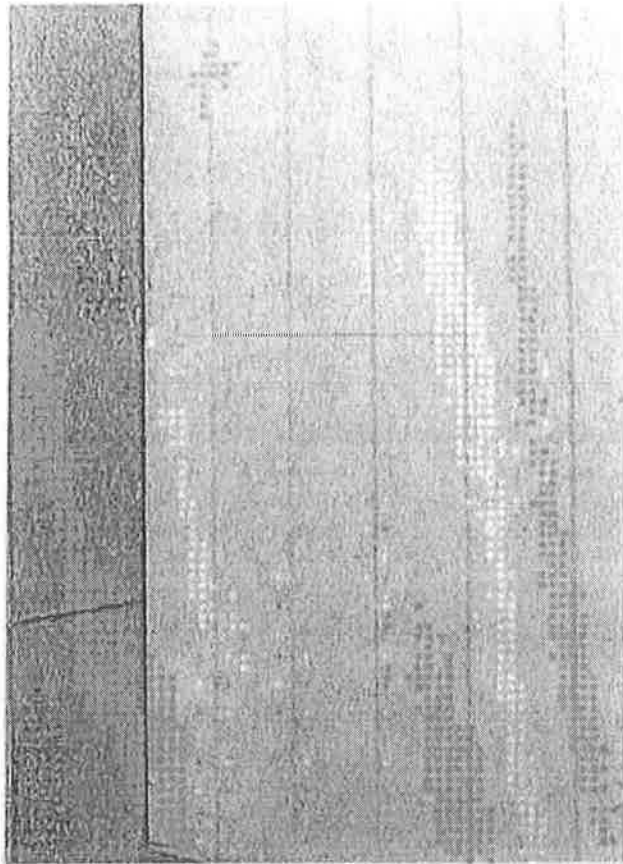
Paint exterior surfaces of the Piru Train Station and Gazebo. This shall include but is not limited to the following:

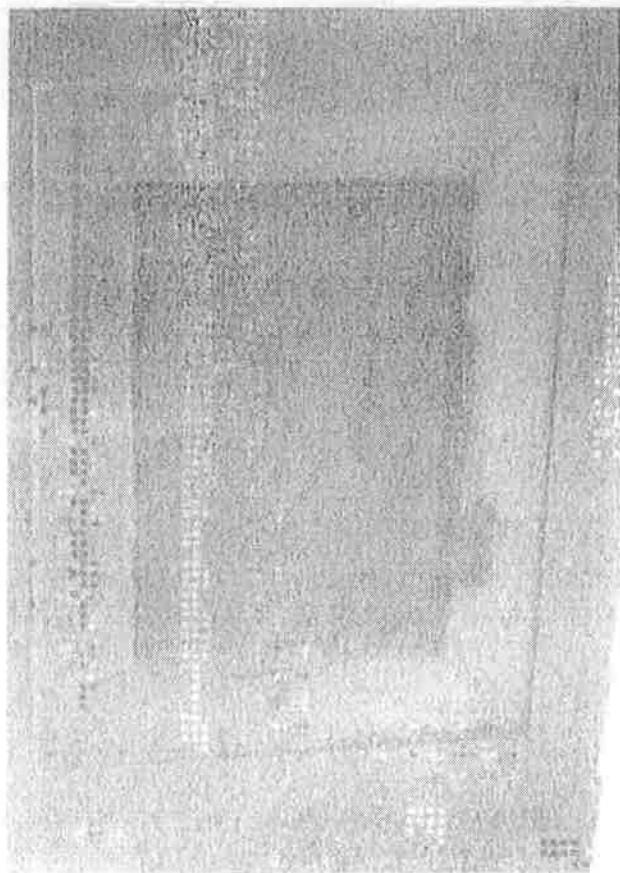
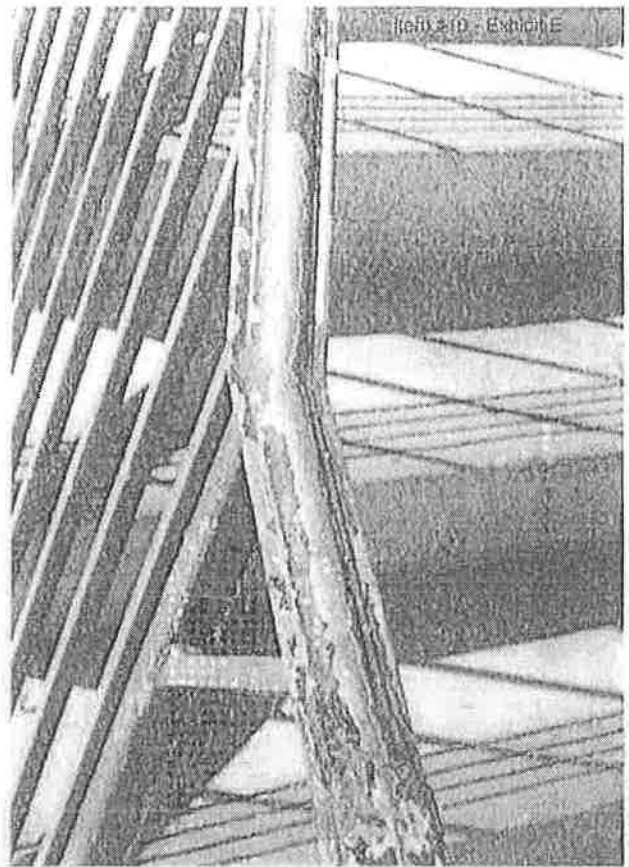
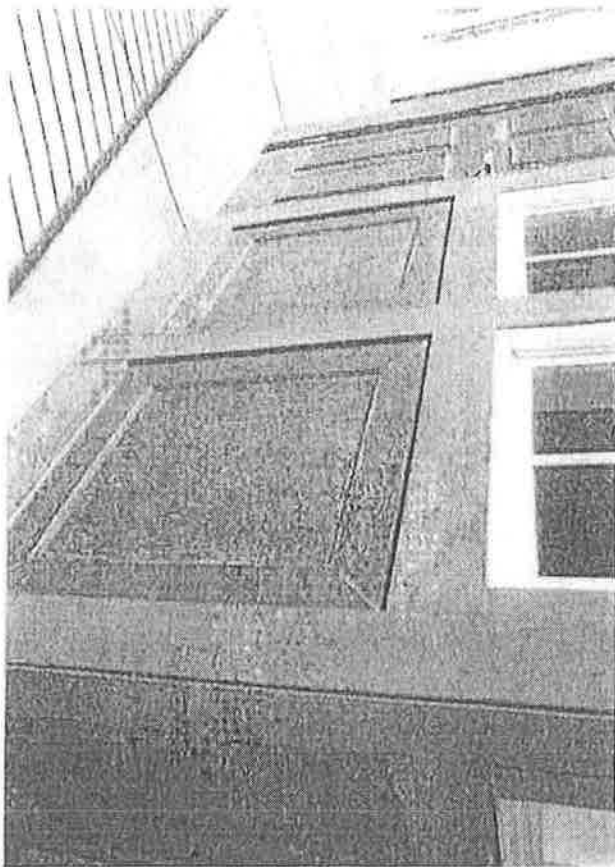
1. Train Station Exterior.
2. Gazebo Exterior.
3. All Railings.
4. Remove bottom turnouts of downspouts and cut 1/2 round opening at bottom.
5. All man doors to be painted on all sides.
6. Chain Link Cage around A/C unit to be painted.
7. Remove/Replace Center Recessed Panels with primed exterior glued plywood and re-installed with adhesive on backs to prevent warpage.

  
Glenn Hemme, Manager, GSA Projects Group

  
Date









Acct #	DESCRIPTION COUNT	Maintenance	Maintenance	Maintenance	Maintenance	Public	MW Total	Park	Park	Ranger	TOTAL	
		Worker I	Worker II	Worker III	Worker IV	Works Maint Worker Spec		Services Ranger I	Services Ranger II	Total		
		1	2	3	4	5	9	3	7	5	14	
<b>DIRECT LABOR</b>												
		\$ 57,894	\$ 163,676	\$ 144,011	\$ 77,649	\$ 83,683	\$ 526,923	\$ 194,884	\$ 156,040	\$ 350,924	\$ 877,847	
<b>INDIRECT LABOR</b>												
25031	Deputy Director Gen Svcs Agy	\$ 178,486	\$ 25,498	\$ 38,247	\$ 25,498	\$ 12,749	\$ 12,749	\$ 114,741	\$ 38,247	\$ 25,498	\$ 63,745	\$ 178,486
23438	Management Assistant III	\$ 37,110	\$ 5,301	\$ 7,952	\$ 5,301	\$ 2,651	\$ 2,651	\$ 23,856	\$ 7,952	\$ 5,301	\$ 13,254	\$ 37,110
5159	Staff/Services Manager I	\$ 131,679	\$ 18,811	\$ 28,217	\$ 18,811	\$ 9,406	\$ 9,406	\$ 84,651	\$ 28,217	\$ 18,811	\$ 47,028	\$ 131,679
5197	Parks Operations Supervisor	\$ 91,666										\$ 91,666
5193	Maintenance Supervisor	\$ 88,802	\$ 19,734	\$ 29,601	\$ 19,734	\$ 9,867	\$ 9,867	\$ 88,802	\$ 55,000	\$ 36,666	\$ 91,666	\$ 88,802
	<b>TOTAL INDIRECT LABOR</b>	\$ 527,743	\$ 69,344	\$ 104,017	\$ 69,344	\$ 34,672	\$ 34,672	\$ 312,050	\$ 129,416	\$ 86,277	\$ 215,693	\$ 527,743
	<b>LABOR SUBTOTAL</b>	\$ 527,743	\$ 127,228	\$ 267,713	\$ 213,355	\$ 112,321	\$ 118,355	\$ 838,973	\$ 324,300	\$ 242,317	\$ 566,617	\$ 1,405,590
<b>S &amp; EB ADJUSTMENTS:</b>												
1105	Overtime	\$ 20,893	\$ 2,985	\$ 4,477	\$ 2,985	\$ 1,492	\$ 1,492	\$ 13,431	\$ 4,477	\$ 2,985	\$ 7,462	\$ 20,893
1107	Vacation Buydown+Ben.	\$ 46,830	\$ 6,690	\$ 10,035	\$ 6,690	\$ 3,345	\$ 3,345	\$ 30,105	\$ 10,035	\$ 6,690	\$ 16,725	\$ 46,830
	<b>TOTAL S &amp; EB ADJUSTMENTS</b>	\$ 67,723	\$ 9,675	\$ 14,512	\$ 9,675	\$ 4,837	\$ 4,837	\$ 43,536	\$ 14,512	\$ 9,675	\$ 24,187	\$ 67,723
	<b>TOTAL S &amp; EB</b>	\$ 595,466	\$ 134,903	\$ 282,225	\$ 223,030	\$ 117,159	\$ 123,193	\$ 882,509	\$ 338,812	\$ 251,992	\$ 590,804	\$ 1,473,313
<b>SERVICES &amp; SUPPLIES INDIRECT COST:</b>												
	<b>IND. COSTS</b>											
2021	Cloth & Pers Supp	\$ 3,300	\$ 471	\$ 707	\$ 471	\$ 236	\$ 236	\$ 2,121	\$ 707	\$ 471	\$ 1,179	\$ 3,300
2022	Uniform Allowance	\$ 2,599	\$ 357	\$ 536	\$ 357	\$ 179	\$ 179	\$ 1,607	\$ 536	\$ 357	\$ 893	\$ 2,599
2023	Safety Cloth & Supp	\$ 1,650	\$ 236	\$ 354	\$ 236	\$ 118	\$ 118	\$ 1,061	\$ 354	\$ 236	\$ 589	\$ 1,650
2032	Phone Non ISF	\$ 8,090	\$ 1,143	\$ 1,714	\$ 1,143	\$ 571	\$ 571	\$ 5,143	\$ 1,714	\$ 1,143	\$ 2,857	\$ 8,090
2033	Telephone	\$ 2,286	\$ 1,041	\$ 1,561	\$ 1,041	\$ 520	\$ 520	\$ 4,684	\$ 1,561	\$ 1,041	\$ 2,602	\$ 2,286
2034	Radio Co - ISF	\$ 5,106	\$ 729	\$ 1,094	\$ 729	\$ 365	\$ 365	\$ 3,282	\$ 1,094	\$ 729	\$ 1,824	\$ 5,106
2105	Other Equip Maint	\$ 1,590	\$ 214	\$ 321	\$ 214	\$ 107	\$ 107	\$ 964	\$ 321	\$ 214	\$ 536	\$ 1,590
2125	Facilities	\$ 18,318	\$ 2,617	\$ 3,925	\$ 2,617	\$ 1,308	\$ 1,308	\$ 11,776	\$ 3,925	\$ 2,617	\$ 6,542	\$ 18,318
2128	Other Maintenance - ISF	\$ 1,000	\$ 143	\$ 214	\$ 143	\$ 71	\$ 71	\$ 643	\$ 214	\$ 143	\$ 357	\$ 1,000
2195	Computer Service	\$ 10,676	\$ 1,525	\$ 2,288	\$ 1,525	\$ 763	\$ 763	\$ 6,863	\$ 2,288	\$ 1,525	\$ 3,813	\$ 10,676
2200	Temporary Help	\$ 4,000	\$ 571	\$ 857	\$ 571	\$ 286	\$ 286	\$ 2,571	\$ 857	\$ 571	\$ 1,429	\$ 4,000
2205	Security (Badges)	\$ 1,110	\$ 159	\$ 238	\$ 159	\$ 79	\$ 79	\$ 714	\$ 238	\$ 159	\$ 396	\$ 1,110
2211	Employee Health Services	\$ 5,000	\$ 714	\$ 1,071	\$ 714	\$ 357	\$ 357	\$ 3,214	\$ 1,071	\$ 714	\$ 1,786	\$ 5,000
2292	Minor Equipment	\$ 4,000	\$ 571	\$ 857	\$ 571	\$ 286	\$ 286	\$ 2,571	\$ 857	\$ 571	\$ 1,429	\$ 4,000
2293	Computer Equipment <5000	\$ 3,000	\$ 429	\$ 643	\$ 429	\$ 214	\$ 214	\$ 1,929	\$ 643	\$ 429	\$ 1,071	\$ 3,000
2521	In-House Transportation Costs	\$ 171,189	\$ 24,456	\$ 36,683	\$ 24,456	\$ 12,228	\$ 12,228	\$ 110,050	\$ 36,683	\$ 24,456	\$ 61,139	\$ 171,189
2525	Gas/Diesel/Fuel	\$ 76,916	\$ 10,988	\$ 16,482	\$ 10,988	\$ 5,494	\$ 5,494	\$ 49,446	\$ 16,482	\$ 10,988	\$ 27,470	\$ 76,916
2526	Conference & Semnar Exp. ISF	\$ 1,000	\$ 143	\$ 214	\$ 143	\$ 71	\$ 71	\$ 643	\$ 214	\$ 143	\$ 357	\$ 1,000
	<b>TOTAL INDIRECT COSTS</b>	\$ 325,551	\$ 46,507	\$ 69,761	\$ 46,507	\$ 23,254	\$ 23,254	\$ 209,283	\$ 69,761	\$ 46,507	\$ 116,268	\$ 325,551
<b>OFFSETTING REVENUES:</b>												
8911	Interest Earnings	\$ (4,000)	\$ (571)	\$ (857)	\$ (571)	\$ (286)	\$ (286)	\$ (2,571)	\$ (857)	\$ (571)	\$ (1,429)	\$ (4,000)
	<b>TOTAL REDUCTIONS</b>	\$ (4,000)	\$ (571)	\$ (857)	\$ (571)	\$ (286)	\$ (286)	\$ (2,571)	\$ (857)	\$ (571)	\$ (1,429)	\$ (4,000)
	<b>TOTAL OPERATING COSTS</b>	\$ 182,839	\$ 351,128	\$ 268,966	\$ 140,126	\$ 146,160	\$ 1,089,220	\$ 407,716	\$ 297,928	\$ 705,643	\$ 1,794,864	
<b>F/Y 14-15 FULLY-LOADED LABOR RATES (see Note)</b>												
		\$ 110.31	\$ 70.61	\$ 81.14	\$ 84.54	\$ 88.18	\$ 73.02	\$ 81.99	\$ 89.67	\$ 85.15	\$ 77.35	

Note	HOURLY RATES: NET S&EB DIVIDED BY (NO. OF EMPLOYEES x 1658 HRS) = COMPOSITE RATE: Gross Yearly Hours	Calculate Allowance (do not reduce for migs)	
		FY 14-15	FY 14-15
		2,080	2,080
	Holiday (9 days X 8 hrs)	(72)	(72)
	Vacation 15 days	(120)	(120)
	Sick Leave (80 hrs x 70%)	(56)	(56)
	Floating Holiday	(8)	(8)
	Training (3 days x 8 hrs)	(24)	(24)
	Meetings (2.5 hrs per month)	(30)	(30)
	Breaks (calc below, 0.5 hr each net worked day)	(113)	(113)
	Net Yearly Hours	1,658	1,658



**From:** Medina Jackson, Susana <Susana.Medina-Jackson@dof.ca.gov>  
**Sent:** Monday, June 16, 2014 10:44 AM  
**To:** McKendry, Donna  
**Cc:** Bickford, Sandra; Bill Bartels (s.william.bartels@gmail.com); Smith, Jaclyn; Orellana, Robert; Burgh, Jeff  
**Subject:** FW: Ventura County - OB Approved Resolution 14-11 from June 12, 2014 OB Meeting  
**Attachments:** Item #12 - Exhibit A - Resolution 14-11 Agreements CC CEO ACO GSA Executed.pdf

Dear Ms. McKendry,

We are in receipt of your Oversight Board (OB) Action, Resolution No. 14-11 Authorizing the Successor Agency to Renter into Four Agreements with the County of Ventura.

Pursuant to HSC 34179(h) the Department of Finance (Finance) may request a review of Oversight Board actions submitted to Finance. This email serves as notice that Finance is not initiating a review of OB Resolution No. 14-11 which approves the following:

- An agreement with the County of Ventura Auditor-Controller to provide financial and accounting services to the successor agency at an estimated cost not to exceed \$10,000 for the 2014-15 fiscal year.
- An agreement with the County of Ventura County Council for legal services for its wind down activities, not to exceed \$100,000 for the 2014-15 fiscal year.
- An agreement with the County of Ventura Chief Executive Office for administrative services at an estimate of no less than \$55,000 and no more than \$1120,000 for the 2014-15 fiscal year.
- An agreement with the County of Ventura General Services Agency to provide services for the care, maintenance and betterment of the Piru Town Square and Piru Bank Building until such time as these assets are Sold or transferred. Not to exceed \$121,000 for the 2014-15 fiscal year.

Please be advised that the costs of services are subject to Finance's review and approval on a subsequent Recognized Obligation Payment Schedule before they can be considered enforceable.

Please direct any questions to Finance's redevelopment email address at:  
[Redevelopment\\_Administration@dof.ca.gov](mailto:Redevelopment_Administration@dof.ca.gov)

Sincerely,

Redevelopment Agency Administration  
Department of Finance

**From:** McKendry, Donna [<mailto:Donna.McKendry@ventura.org>]  
**Sent:** Friday, June 13, 2014 10:07 AM  
**To:** Burgh, Jeff; Bickford, Sandra; Redevelopment Administration  
**Cc:** Smith, Jaclyn; Orellana, Robert; Bill Bartels  
**Subject:** Ventura County - OB Approved Resolution 14-11 from June 12, 2014 OB Meeting

Dear DOF and ACO,

As required by AB 1484, action taken by the Oversight Board shall be submitted to the DOF and ACO offices. Attached is Resolution 14-11 approving the renewal of 4 MOA agreements with the County of Ventura for services related to the dissolution of the former RDA - approved at the June 12, 2014 Oversight Board of the Former RDA of Ventura County's Regular Meeting. The executed resolution is attached.

I'm available to answer any questions you may have.

Best Regards,  
Donna McKendry  
Secretary, Successor Agency

*Donna McKendry*  
Management Analyst II  
Ventura County Executive Office  
Hall of Administration L#1940  
800 South Victoria Avenue  
Ventura, CA 93009  
Office: 805-654-2876  
FAX: 805-654-5106  
[donna.mckendry@ventura.org](mailto:donna.mckendry@ventura.org)

**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA  
AGENDA REPORT**

---

**DATE:** September 11, 2014

**TO:** Oversight Board to Successor Agency

**FROM:** Donna McKendry, CEO Management Analyst

**SUBJECT:** Adopt Resolution 14-13 Ratifying Chair Bartel's Approval of an Amended Memorandum of Agreement with the County of Ventura's Office of County Counsel, as Executed by Successor Agency Staff, and Receive and File the Executed County Counsel Memorandum of Agreement

**DISCUSSION:**

At your June 12, 2014 meeting, your Board adopted Resolution No. 14-11 authorizing the Successor Agency (SA) to reenter into four agreements with the County of Ventura and authorizing the SA Secretary to sign said agreements. After your meeting of June 12, 2014, and prior to the parties' executing the Memorandum of Agreement with the Office of County Counsel (CC MOA) that was presented to your Board on that date, County Counsel Leroy Smith requested that a few, non-substantive revisions be made to the CC MOA. Successor Agency staff and Chair Bartels reviewed the changes to the CC MOA (Revised CC MOA) and Chair Bartels approved it (Exhibit B). SA staff then obtained the required signatures on the Revised CC MOA (Exhibit C).

**STAFF RECOMMENDATION:**

It is recommended that your Board adopt Resolution No. 14-13, attached as Exhibit A, ratifying the Chair's approval of the Revised CC MOA and then receive and file the Revised CC MOA, as executed by the parties. As always, a copy of the adopted resolution, as well as the Revised CC MOA, will be forwarded to the Department of Finance for its review.

Exhibit A – Resolution No. 14-13

Exhibit B – Chair Approval of Revised CC MOA

Exhibit C – Revised CC MOA, As Executed



RESOLUTION NO. 14-13

RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, AUTHORIZING THE SUCCESSOR AGENCY TO REENTER  
INTO AN AMENDED MEMORANDUM OF AGREEMENT WITH THE  
OFFICE OF COUNTY COUNSEL, COUNTY OF VENTURA

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, and the County of Ventura became the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, a successor agency wishing to enter or reenter into agreements with the county that formed the redevelopment agency may do so upon obtaining the approval of its oversight board; and

WHEREAS, by Resolution No. 14-11, adopted on June 12, 2014, the Oversight Board of the Successor Agency approved re-entry into an amended memorandum of agreement (MOA) with the County of Ventura for legal services to be provided by the Office of County Counsel for the Successor Agency as it winds down its activities, with an estimated cost not to exceed \$100,000 in the 2014-15 fiscal year; and

WHEREAS, the Office of County Counsel has requested minor, non-substantive changes to the amended MOA, as previously approved by this Board on June 12, 2014, by its adoption of Resolution No. 14-11, which was approved by the Department of Finance on June 12, 2014.

NOW, THEREFORE BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. Reentering the above-noted amended County Counsel MOA, with the changes proposed by the County Counsel, is hereby approved.
3. The Oversight Board delegates to the Successor Agency's Secretary the authority to finalize and sign said agreement.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Matt Carroll seconded by Member David Keebler, this 11 day of September 2014.

ATTEST:

By: Dennis McHenry  
Successor Agency Secretary

By: [Signature]

Chair

Oversight Board

Mon 8/11/2014 10:35 AM  
Bartels Bill <s.william.bartels@gmail.com>  
Re: County Counsel MOA 2014-15  
To: McKendry, Donna [Donna.McKendry@ventura.org](mailto:Donna.McKendry@ventura.org)

It looks fine Donna,

The issue will come up, I am sure, as to how services will be needed as we wind up the agency.

Just tapping out loud.

best,

Bill Bartels  
GreenSource Inc.  
[s.william.bartels@gmail.com](mailto:s.william.bartels@gmail.com)  
<http://GreenSourceInc.net>  
805 990-5946

Confidentiality Notice: This e-mail and any attachments to it is intended only for the use of the individual(s) or entity named in the e-mail. If you have received this e-mail in error please immediately return it to the sender, by reply mail, delete it from your system and destroy all copies of the original. Thank you.

On Aug 11, 2014, at 10:11 AM, McKendry, Donna <[Donna.McKendry@ventura.org](mailto:Donna.McKendry@ventura.org)> wrote:

Hi Bill,

Please see attached County Counsel MOA 2014-15. It was originally approved by the OB at your June 12<sup>th</sup> meeting. However, County Counsel had some minor changes – but nothing substantively was changed. Could you review and approve this? I will use your email response and place it on the September agenda for ratification.

Please advise,  
Donna

*Donna McKendry*  
County of Ventura – CEO Office  
800 South Victoria Ave - #L1940  
Ventura, CA 93009  
805-654-2876  
[Donna.McKendry@Ventura.org](mailto:Donna.McKendry@Ventura.org)

<2014-15 CC Contract with SA MOA FINAL.pdf>

**MEMORANDUM OF AGREEMENT REGARDING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR  
ONGOING VENTURA COUNTY COUNSEL LEGAL SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2014, with respect to the following:

**WHEREAS**, the SA has been and is in need of Ventura County Counsel's legal services in connection with the execution of its duties; and

**WHEREAS**, the County Counsel has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the County Counsel; and

**WHEREAS**, the County Counsel is authorized, pursuant to ABx1 26 (2011), to provide legal services to the SA and the SA is authorized to pay fees for such services from its administrative budgets;

**NOW, THEREFORE**, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding legal services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2014, to and including June 30, 2015.
2. **Cost of Services.** The cost of services rendered to the SA and the SA's Oversight Board (OB) under this Agreement is estimated to not exceed \$50,000 for July 1, 2014, to December 31, 2014, and to not exceed \$50,000 for January 1, 2015, to June 30, 2015.
3. **a. Scope of Services.** The County, through the County Counsel, shall provide staff legal services for and on behalf of the SA and OB, including but not limited to the following: review and revision of draft reports, resolutions, exhibits, and agenda for OB meetings; review and revision of "Meet and Confer" requests for filing with the State Department of Finance; review and advice regarding proposed and adopted legislation impacting the SA or OB; review and defense of claims made and actions filed against the SA or OB; research and preparation of advice to the OB at the request of the OB or its Chair; and attendance and response to inquiries from OB members at all regularly and specially scheduled meetings of the OB.
3. **b. Additional Services.** The SA may request additional services beyond the Scope of Services in Section 3.a. Agreement for the provision and payment of the additional services is required by both parties.
4. **Service Rates.** Services and related costs incurred shall be billed at the Board of Supervisors' approved rates effective for the fiscal year 2014-15 and charged to the SA at a frequency no more than on a monthly basis, or as may be agreed in writing by the parties.
5. **Independent Contractor.** The County shall perform this Agreement as an independent contractor. The County and the officers, agents and employees of the County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
6. **Indemnification.** The SA shall defend, indemnify and hold harmless the County as well as those its officers, agents and employees who perform any services or duties under this Agreement from any claim, loss or liability, including, without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents or employees of services under this Agreement.
7. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.

**MEMORANDUM OF AGREEMENT REGARDING SERVICES  
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR  
ONGOING VENTURA COUNTY COUNSEL LEGAL SERVICES**

8. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
9. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
10. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF VENTURA

Dated: June 25, 2014

By:   
Leroy Smith  
County Counsel

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT  
AGENCY OF THE COUNTY OF VENTURA

Dated: 6/26/14

By:   
Donna McKendry  
Secretary, Successor Agency to the Former  
Redevelopment Agency of the County of Ventura

**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA  
AGENDA REPORT**

---

**DATE:** September 11, 2014

**TO:** Oversight Board to Successor Agency

**FROM:** Donna McKendry, CEO Management Analyst

**SUBJECT:** Adoption of Resolution No. 14-14 Approving the Administrative Budget for the Successor Agency to the Former Redevelopment Agency of the County of Ventura for January 1, 2015, through June 30, 2015

**DISCUSSION:**

Pursuant to Health and Safety Code Section 34177(j), successor agencies must prepare a proposed administrative budget and submit it to their oversight boards for approval. Health and Safety Code Section 34171(b) provides that an administrative cost allowance is payable from property tax revenues of up to 5% of the allocated tax increment to the successor agency in FY 2011-12 and 3% annually thereafter; however, the amount permitted for administrative expenses shall not be less than \$250,000 for any fiscal year unless the successor agency agrees to a lower amount.

The Successor Agency to the former Redevelopment Agency of the County of Ventura (SA) has prepared the attached January 1, 2015 through June 30, 2015 Administrative Budget (Exhibit B) and a corresponding Resolution No. 14-14 for your Board's approval of the proposed budget (Exhibit A). In accordance with section 34177(j), the proposed administrative budget includes the following: (1) estimated amounts for the SA's administrative costs for the upcoming six-month fiscal period; (2) the proposed sources of payment for the those costs; and (3) proposals for administrative and operations services.

**STAFF RECOMMENDATION:**

Staff recommends your Board adopt Resolution No. 14-14.

Exhibit A – Resolution No. 14-14  
Exhibit B – Administrative Budget

RESOLUTION NO. 14-14

RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, ADOPTING THE SUCCESSOR AGENCY'S ADMINISTRATIVE BUDGET FOR THE  
PERIOD JANUARY 1, 2015 THROUGH JUNE 30, 2015

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011, and AB 1484 was approved by Governor, effective June 27, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012 such that the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") shall be designated as successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and


WHEREAS, pursuant to Health and Safety Code Section 34177(j), administrative budgets must be prepared by the Successor Agency and submitted to the Oversight Board for approval; and

WHEREAS, the Successor Agency has prepared the administrative budget pursuant to Health and Safety Code Section 34177(j), and a proposed Administrative Budget Schedule for the period January 1, 2015 through June 30, 2015 ("Schedule") is attached hereto as Exhibit B.

NOW, THEREFORE, BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. The Schedule (Exhibit B) is hereby adopted.
3. The Oversight Board authorizes and directs Successor Agency staff to provide the Schedule to the Ventura County Auditor-Controller, the State Controller and the State Department of Finance, and to post the Schedule on the Successor Agency's internet website.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Matt Carroll, seconded by Member Christy Mudden, this 11 day of September 2014.

By:    
Chair  
Oversight Board

Oversight Board  
Item 15 – Exhibit A  
September 11, 2014  
Page 2 of 2

ATTEST:

By:   
Successor Agency Secretary

**Successor Agency to the Former Redevelopment Agency of the County of Ventura  
Piru Redevelopment Area**

**Administrative Budget**

ROPS 14-15B - January 1, 2015 to June 30, 2015

Item	Payee	Description	Amount	Notes
Limit per line:				
Purchase Order Fees	County of Ventura - GSA	Fees for establishing purchase orders.	\$ 1,000.00	
CEO Admin	County of Ventura - CEO	Administrative services; program & fiscal.	45,000.00	Balance of annual minimum guaranteed amount
CEO Admin	County of Ventura - CEO	Administrative services; program & fiscal.	60,000.00	Admin contract, if Administrative Allowance permits
Accounting/Auditing Services	County of Ventura - ACC	Accounting and auditing services.	10,000.00	
Legal Counsel	County of Ventura - CSL	County Counsel fees	50,000.00	
Auditing Services	TBD	Annual audits	25,000.00	
Meeting expenses	County of Ventura	Cost of Oversight Board meetings	9,000.00	
			<u>\$ 200,000.00 *</u>	

**Total Administrative Allowance Requested for ROPS 14-15B**

**200,000.00**

\* Per Section 34171(b) of the Health and Safety code, administrative expenses will first be paid from available sources other than property tax (such as rental and interest income); the balance to be payable from property tax revenues.

\* This amount represents the maximum Administrative Budget approved by the Oversight Board. Actual payments will not exceed \$250,000 for Fiscal Year 2014-15, per Health and Safety Code Section 34171(b). Actual payments for ROPS 14-15B will not exceed \$200,000.

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177(i) of the Health and Safety code, I hereby certify that the above Administrative Budget has been approved by the Oversight Board of the above named agency.


  
 Name: Bill Barab Title: Chair
  
 Signature: [Signature] Date: 3-11-14



**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA  
AGENDA REPORT**

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**DATE:** September 11, 2014

**TO:** Oversight Board to Successor Agency

**FROM:** Donna McKendry, CEO Management Analyst

**SUBJECT:** Adoption of Resolution No. 14-15 Approving the Recognized Obligation Payment Schedule (ROPS 14-15B) for January 1, 2015, through June 30, 2015, Setting Forth a Schedule of Payments for Obligations of the Successor Agency and Directing Transmission of the Approved ROPS 14-15B to the Ventura County Auditor-Controller, State Controller's Office and State Department of Finance, as well as Posting of the Approved ROPS 14-15B Schedule on the Successor Agency's Internet Website

**DISCUSSION:**

Successor Agency (SA) staff has prepared a draft Recognized Obligation Payment Schedule for the January 1, 2015, through June 30, 2015, time period (ROPS 14-15B), pursuant to Health and Safety Code section 34177(l). As stated in Health and Safety Code section 34171(h), a "Recognized Obligation Payment Schedule" (ROPS) is a document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for a six-month fiscal period. Further, Health and Safety Code Section 34171(d) provides that enforceable obligations include:

1. Bonds;
2. Loans;
3. Payments required by the federal government;
4. Judgments or settlements;
5. Any legally binding and enforceable agreement or contract; and
6. Contracts or agreements necessary for the continued administration or operation of the redevelopment agency (e.g., employee pay and benefits, rent, insurance, office supplies, etc.).

October 3, 2014, is the deadline for the SA to submit a resolution from your Board approving ROPS 14-15B (Exhibit B) to the State Department of Finance (DOF) along

with a copy of the approved ROPS. Once approved by your Board, a copy of the ROPS 14-15B also must be posted on the SA's internet website and submitted to the county auditor controller and the State Controller's office. (Health & Saf. Code § 34177(l)(2)(C).)

Currently, the SA has the authority to continue to make payments for the obligations of the former Redevelopment Agency of the County of Ventura (former RDA) and administrative expenses of the SA listed on the ROPS 14-15A. If the ROPS 14-15B, for the period of January 1, 2015, through June 30, 2015, is not timely approved by your Board and the DOF, it is possible that future payments of obligations of the former RDA could not be timely made, which would result in defaults on such SA obligations.

**STAFF RECOMMENDATION:**

1. Adopt Resolution No. 14-15 (Exhibit A) approving the ROPS 14-15B (Exhibit B).
2. Upon approval of the ROPS 14-15B by the Oversight Board, direct SA staff to transmit the ROPS 14-15B to the DOF, the Ventura County Auditor-Controller, and the State Controller's Office, and to post the approved ROPS 14-15B on the SA's internet website.

Exhibit A – Resolution No. 14-15  
Exhibit B – ROPS 14-15B

**RESOLUTION NO. 14-15**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE  
PERIOD OF JANUARY 1, 2015 THROUGH JUNE 30, 2015 (“ROPS 14-15B”)**

The Oversight Board for the Successor Agency to The Redevelopment Agency of the County of Ventura (“Oversight Board”) does resolve as follows:

WHEREAS, Assembly Bill x1 26 (“ABx1 26”) was passed by the State Legislature on June 15, 2011, and signed by the Governor on June 28, 2011, and AB 1484 was approved by the Governor, effective June 17, 2012; and

WHEREAS, among other things, ABx1 26 adds and AB 1484 amends Part 1.85 to the California Health and Safety Code, including Health and Safety Code section 34170 et seq.; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, the Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012, such that the Successor Agency to The Redevelopment Agency of the County of Ventura (“Successor Agency”) shall be designated as successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(A) a Recognized Obligation Payment Schedule (“ROPS”) must be prepared by the Successor Agency for the enforceable obligations of the former Redevelopment Agency; and

WHEREAS, the attached ROPS 14-15B identifies each enforceable obligation on which payments will be required during the period January 1, 2015 through June 30, 2015 for the Successor Agency; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(B), the ROPS is to be submitted to the Oversight Board for its approval; and


WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(C), a copy of the approved ROPS must be submitted to the County Auditor-Controller, the State Controller’s Office and the State Department of Finance, and be posted on the Successor Agency’s Internet Web site upon approval of the ROPS by the Oversight Board.

NOW, THEREFORE BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. Based on the information, documents, and understanding set forth in Exhibit B, the Recognized Obligation Payment Schedule (ROPS 14-15B), which is for the period from January 1, 2015 through June 30, 2015, and its Notes, which are also attached hereto, are hereby approved.

3. The Oversight Board authorizes and directs Successor Agency staff to provide ROPS 14-15B to the Ventura County Auditor-Controller, the State Controller and the State Department of Finance, and to post ROPS 14-15B on the Successor Agency's website upon approval of the ROPS 14-15B by the Oversight Board.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member David Keebler, this 11 day of September 2014.

By:   
Chair  
Oversight Board

ATTEST:

By:   
Successor Agency Secretary

**Recognized Obligation Payment Schedule (ROPS 14-15B) - Summary**

Filed for the January 1, 2015 through June 30, 2015 Period

Name of Successor Agency: Ventura County  
 Name of County: Ventura

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding</b>		
A	Sources (B+C+D):	\$ -
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	-
E	<b>Enforceable Obligations Funded with RPTTF Funding (F+G):</b>	<b>\$ 297,925</b>
F	Non-Administrative Costs (ROPS Detail)	97,925
G	Administrative Costs (ROPS Detail)	200,000
H	<b>Current Period Enforceable Obligations (A+E):</b>	<b>\$ 297,925</b>

<b>Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
I	Enforceable Obligations funded with RPTTF (E):	297,925
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	-
K	<b>Adjusted Current Period RPTTF Requested Funding (I-J)</b>	<b>\$ 297,925</b>

<b>County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
L	Enforceable Obligations funded with RPTTF (E):	297,925
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	<b>Adjusted Current Period RPTTF Requested Funding (L-M)</b>	<b>297,925</b>

Certification of Oversight Board Chairman:  
 Pursuant to Section 34177 (m) of the Health and Safety code, I  
 hereby certify that the above is a true and accurate Recognized  
 Obligation Payment Schedule for the above named agency.

Bill Bartels  
 Name: Bill Bartels  
 Title: Oversight Board Chair  
 /s/ [Signature]  
 Signature  
 Date: 9-11-14

**Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail**  
**January 1, 2015 through June 30, 2015**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M			N	O	P
												Funding Source					
												Non-Redevelopment Property Tax Trust Fund (Item:RPTTF)	Reserve Balance	RPTTF			
Bond Proceeds	Other Funds	Admin															
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation \$	Retired	\$	\$	\$	\$	\$	\$	\$	
1	Maintenance Contract	Property	7/1/2014	6/30/2015	County of Ventura - GSA	Town Square Maintenance	Piur RDA	1,358,000	Y	-	-	-	-	-	-	-	
2	Utilities	Property Maintenance	7/1/2014	12/31/2014	Southern California Edison	Utilities	Piur RDA	-	Y	-	-	-	-	-	-	-	
3	Utilities	Property Maintenance	7/1/2014	12/31/2014	The Gas Company	Utilities	Piur RDA	-	Y	-	-	-	-	-	-	-	
4	Utilities	Property Maintenance	7/1/2014	12/31/2014	Warning Water Service	Utilities	Piur RDA	-	Y	-	-	-	-	-	-	-	
5	Utilities	Property Maintenance	7/1/2014	12/31/2014	County of Ventura - WPD	Utilities	Piur RDA	-	Y	-	-	-	-	-	-	-	
6	Tax Allocation Bonds - 2002	Bonds Issued On or Before 12/31/10	6/1/2002	1/1/2018	USDA	Town Square Loan	Piur RDA	121,891	N	-	-	-	-	-	-	-	
7	Reserve Pmts - 2002 Bonds	Reserves	6/1/2002	1/1/2018	County of Ventura	Required reserve payment on Town Square Loan	Piur RDA	-	Y	-	-	-	-	-	-	-	
8	Tax Allocation Bonds - 2005	Bonds Issued On or Before 12/31/10	6/1/2005	1/1/2039	USDA	Storm Drain Loan	Piur RDA	1,017,754	N	-	-	-	-	-	-	-	
9	Reserve Pmts - 2005 Bonds	Reserves	6/1/2005	1/1/2039	County of Ventura	Required reserve payment on Storm Drain Loan	Piur RDA	1,555	N	-	-	-	-	-	-	-	
10	CDBG Loan	Third-Party Loans	9/12/1995	6/30/2016	County of Ventura - CEO	Balance of CDBG Loan, due by 6/2016	Piur RDA	17,500	N	-	-	-	-	-	-	-	
23	Administrative Expenses	Admin Costs	1/1/2015	6/30/2015	Various	Administrative costs of the Successor Agency	Piur RDA	200,000	N	-	-	-	-	-	200,000	-	
24	Prior period expenses - ROPS III corrections; ROPS I actuals	RPTTF Shortfall	1/1/2015	6/30/2015	Various	Amount of RPTTF for ROPS III distribution incorrectly withheld and distributed to taxing entities due to error on ROPS III.	Piur RDA	-	Y	-	-	-	-	-	-	-	
27	Prior period expenses - estimated ROPS 13-14B RPTTF shortfall	RPTTF Shortfall	1/1/2015	6/30/2015	Various	Amount of RPTTF for ROPS 13-14B distribution is insufficient to cover estimated cost.	Piur RDA	-	Y	-	-	-	-	-	-	-	
28	Prior period expenses - Maintenance contract increase	Property Maintenance	5/21/2013	12/31/2014	County of Ventura - GSA	02/13/14 OB approved GSA increase, ROPS 13-14B period	Piur RDA	-	Y	-	-	-	-	-	-	-	
29									N								
30									N								
31									N								
32									N								
33									N								
34									N								
35									N								
36									N								
37									N								
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54									N								
55									N								

**Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Cash Balances**  
(Report Amounts in Whole Dollars)

A	B	C	D	E	F			G	H	I
					Fund Sources					
					Bond Proceeds	Reserve Balance	Other			
Bonds Issued on or before 12/31/10	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Interest, Etc.	Non-Admin and Admin	Comments					
Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see <a href="https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf">https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf</a> .										
Cash Balance Information by ROPS Period										
<b>ROPS 13-14B Actuals (01/01/14 - 06/30/14)</b>										
1	Beginning Available Cash Balance (Actual 01/01/14)									Column C: Amount reflects bond reserve required by the indenture as of 12/31/14 for both 2002 and 2008 bond (\$78,155,000 and \$21,860,996 respectively). Per DOF reflected in Column C.
2	Revenue/Income (Actual 06/30/14) RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014	99,816								Column C: Bond reserve as required by the indenture for both 2002 and 2008 bond for period ending 06/30/14 (\$3,552.50 and \$3,001.06, respectively). Column G: \$1,769 in interest and rental earnings; \$73k in proceeds from sale of bank building 6/23/14. Column H: CAC RPTTF distributed for period ending 06/30/14. Column I: \$1,769 Expenditures from ROPS 13-14B EO as of 06/30/14 paid from Interest & Rental Earnings. \$73k in bank building proceeds returned to taxing entities 6/28/14. Column H: Expenditures from ROPS 13-14B EO as of 06/30/14 paid from RPTTF.
3	Expenditures for ROPS 13-14B Enforceable Obligations (Actual 06/30/14) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	6,554					74,769	240,092		Column G: \$1,769 Expenditures from ROPS 13-14B EO as of 06/30/14 paid from Interest & Rental Earnings. \$73k in bank building proceeds returned to taxing entities 6/28/14. Column H: Expenditures from ROPS 13-14B EO as of 06/30/14 paid from RPTTF.
4	Retention of Available Cash Balance (Actual 06/30/14) RPTTF amount should only include the amounts distributed for debt service; reserve(s) approved in ROPS 13-14B									Column C: Retention amount per 2002 and 2008 Bond Indenture for period ending 06/30/14.
5	ROPS 13-14B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 13-14B PPA in the Report of PPA, Column S	106,370								
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)									
<b>ROPS 14-15A Estimate (07/01/14 - 12/31/14)</b>										
7	Beginning Available Cash Balance (Actual 07/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	106,370								Column C: Amount reflects the estimated bond reserve as required by the indenture for the 2002 and 2008 bond for period ending 06/30/15 (\$3,552.50 and \$1,356.06, respectively). Reserve balance amount to be utilized for the last bond debt payment. Column H: CAC RPTTF distributed for ROPS 14-15A, period ending 12/31/14. Column I: Estimated total expenses including prior period unfunded liabilities approved in ROPS 14-15A.
8	Revenue/Income (Estimate 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014									Column C: Estimated retention amount per 2002 and 2008 Bond Indenture for period ending 12/31/14.
9	Expenditures for ROPS 14-15A Enforceable Obligations (Estimate 12/31/14)	4,621						220,875		Column H: Estimated total expenses including prior period unfunded liabilities approved in ROPS 14-15A.
10	Retention of Available Cash Balance (Estimate 12/31/14) RPTTF amount retained should only include the amount distributed for debt service; reserve(s) approved in ROPS 14-15A	111,291						180,258		Column C: Estimated retention amount per 2002 and 2008 Bond Indenture for period ending 12/31/14.
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)								60,587	







**Recognized Obligation Payment Schedule (ROPS 14-15B) - Notes**

January 1, 2015 through June 30, 2015

Item #	Notes/Comments
6, 8, 9, 23	Amounts were estimated.
6	Total outstanding debt has been modified to reflect amount to be paid to USDA from RPTTF, net of the amount reported in Line 7 as 2002 Bonds - Reserve Payment.
7	Final 2002 Reserve Bonds payment made in ROPS 14-15A. Reserve to be retained as part of the last bond payment.
8	Total outstanding debt has been modified to reflect amount to be paid to USDA from RPTTF, net of the amount reported in Line 9 as 2008 Bonds - Reserve Payment.
9	Total outstanding debt has been modified to reflect actual amount required to be paid to the 2008 Bonds - Reserve Payment.
10	Non-interest bearing loan. Repayment required by 06/30/2016.
28	Contract/Agreement Termination Date extended to 12/31/14 via OB resolution 14-12 approved 6/12/14

**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF THE  
COUNTY OF VENTURA  
AGENDA REPORT**

---

**DATE:** September 11, 2014

**TO:** Oversight Board to Successor Agency

**FROM:** Donna McKendry, CEO Management Analyst

**SUBJECT: Adoption of Resolution No. 14-16 Approving the Updated Conflict of Interest Code and Directing Successor Agency Staff to Transmit the Approved Updated Conflict of Interest Code to the Clerk of the Board of Supervisors for the County of Ventura and the State Department of Finance, and to Post the Updated Conflict of Interest Code on the Successor Agency’s Internet Website**

**DISCUSSION:**

The Political Reform Act, Government Code Section 81000 et seq. (the “Act”), requires local government agencies to adopt and promulgate conflict of interest codes. Pursuant to the Act, the California Fair Political Practices Commission adopted Section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code.

At your May 11, 2012 Oversight Board (OB) meeting, your Board approved a Conflict of Interest Code for the Oversight Board to the Successor Agency to the Former Redevelopment Agency of the County of Ventura (Exhibit B) and submitted it to the County of Ventura. It was subsequently approved, on August 7, 2012, by the County of Ventura’s Board of Supervisors.

Pursuant to Government Code 87306.5, all conflict of interest codes must be reviewed and amended, as needed, and then adopted (even if unchanged) in each even-numbered year. As a result, the Clerk of the Board of Supervisors submitted a letter (Exhibit C), dated June 13, 2014, to the Successor Agency requesting your Board to submit an updated conflict of interest code no later than October 1, 2014.

Staff has compiled an updated Conflict of Interest Code Package for your review and approval. It is attached as Exhibit D hereto, and contains the following:

- Proposed 2014 Conflict of Interest Code to be signed by Chair Bartels (2014 COIC)
- “Designated Positions” Exhibit to 2014 COIC
- “Disclosure Categories” Exhibit to 2014 COIC
- 2014 Local Agency Biennial Notice to be signed by Chair Bartels

**FISCAL IMPACT:**

No fiscal impact.

**STAFF RECOMMENDATION:**

1. Adopt Resolution No. 14-16 (Exhibit A) approving the updated Conflict of Interest Code.
2. Direct Successor Agency staff to transmit the approved updated Conflict of Interest Code Package to the Clerk of the Board of Supervisors on or before October 1, 2014, and to the State Department of Finance upon your approval of Resolution No. 14-16 (Exhibit A), and to post the updated Conflict of Interest Code on the Successor Agency's internet website.

Exhibit A – Resolution No. 14-16

Exhibit B – Conflict of Interest Code Adopted 5-11-2012

Exhibit C – Letter Requesting Update of Conflict of Interest Code

Exhibit D – 2014 Updated Conflict of Interest Code Package

RESOLUTION NO. 14-16

RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO  
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, APPROVING THE UPDATED CONFLICT OF INTEREST CODE

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura ("Oversight Board") does resolve as follows:

WHEREAS, pursuant to the Political Reform Act, Government Code Section 81999 et seq., all local government agencies are required to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission adopted Section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code; and

WHEREAS, the County of Ventura's Board of Supervisors is the code reviewing body with regard to local conflict of interest codes that must be adopted by various agencies and districts within Ventura County; and

WHEREAS, pursuant to Government Code 87306.5, all conflict of interest codes must be reviewed and amended, as needed, each even-numbered year; and

WHEREAS, Successor Agency staff received a letter from the Clerk of the Board of Supervisors, dated June 13, 2014, asking the Oversight Board to submit an updated Conflict of Interest Code no later than October 1, 2014; and

WHEREAS, under state law an updated 2014 Conflict of Interest Code package must be submitted consisting of:

- A cover page to be signed by the Oversight Board's Chair;
- An "Exhibit A" showing Designated Positions Subject to the Conflict of Interest Code;
- An "Exhibit B" showing Disclosure Categories Subject to the Conflict of Interest Code; and
- A copy of the 2014 "Local Agency Biennial Notice" signed by the Oversight Board's Chair; and

WHEREAS, staff has prepared an updated Conflict of Interest Code package which is attached as Exhibit A hereto.

NOW, THEREFORE BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. The updated Conflict of Interest Code package, as proposed, is hereby approved.
3. The Oversight Board directs the Successor Agency's Secretary to transmit the approved updated Conflict of Interest Code to the Clerk of the Board of Supervisors and the State Department of Finance, and to post the updated Conflict of Interest Code on Successor Agency's internet website.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll seconded by Member Christy Madden this 11 day of September 2014.

By:   
Chair  
Oversight Board

ATTEST:  
By:   
Successor Agency Secretary

**CONFLICT OF INTEREST CODE FOR THE  
OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER  
REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA**

The Political Reform Act, Government Code section 81000 et seq., requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730) which contains the terms of a standard Conflict of Interest Code ("Standard Code"), which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, title 2, section 18730 and any amendment to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference as the Conflict of Interest Code for the OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA ("Oversight Board"), and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Oversight Board.

The Ventura County Board of Supervisors is the code reviewing body for the Oversight Board's Conflict of Interest Code. Pursuant to Section 4 of the Standard Code, persons holding positions designated in Exhibit A shall file statements of economic interests covering the disclosure categories designated for their respective position directly with the Clerk of the Ventura County Board of Supervisors which shall retain the original statements.

APPROVED AND ADOPTED this 11 day of May, 2012:

By: 

Print Name: Bill Bertels

Title: Chair

**CLERKS FOR:**  
Board of Supervisors  
Air Pollution Control Board  
Air Pollution Control District Hearing Board  
Assessment Appeals Board  
City Selection Committee  
Campaign Finance Ethics Commission  
Fire Protection District Board of Appeals



**BRIAN PALMER**  
**Chief Deputy Clerk of Board**  
800 S. Victoria Avenue, L#1920  
Ventura, CA 93009  
Phone: (805) 654-2251  
Fax: (805) 677-8711  
[www.countyofventura.org/cob](http://www.countyofventura.org/cob)

**MICHAEL POWERS**  
**CLERK OF THE BOARD OF SUPERVISORS**

June 13, 2014

Donna McKendry  
Oversight Board to the Successor Agency to the  
Former Redevelopment Agency of the County of Ventura  
800 S. Victoria Ave., L# 1940 (CEO)  
Ventura CA 93009

Dear Filing Official:

Pursuant to Government Code 87306.5, all Conflict of Interest Codes must be reviewed and amended as needed each even-numbered year. Even if your agency's or department's 2012 Conflict of Interest Code requires no amendments, please submit an up-to-date 2014 Conflict of Interest Code consisting of a cover page, Exhibit A (Designated Positions), and Exhibit B (Disclosure Categories), to the Clerk of the Board's Office by October 1, 2014, as directed by the Board of Supervisors. Please also submit a completed, signed 2014 Local Agency Biennial Notice by this date. The Clerk of the Board's Office will submit all of the updated Conflict of Interest Codes to the Board of Supervisors for final in the fall of 2014.

**Clerk of the Board Assuming Filing Officer Duties**

Until now, the Clerk of the Board's Office has been the Form 700 Filing Officer for agency/department directors only, while other agency/department filers have filed Form 700s within their agency/department. The Clerk of the Board's Office, effective January 1, 2015, will become the Filing Officer for all County officials and staff (except for Gov. Code § 87200 filers) that your agency/department designates in its Conflict of Interest Code. This will provide time savings by making each designated Form 700 filer eligible to use the electronic filing application e-Disclosure. In addition, the Clerk of the Board's Office will be responsible for providing all notifications to your agency's or department's designated filers and all other duties associated with the Filing Officer pursuant to 2 Cal. Code Regs. § 18115.

**Conflict of Interest Code Form**

To assist your agency/department update its Conflict of Interest Code, enclosed is a form that can be filled out and/or modified for your use. On the Conflict of Interest Code cover sheet, please insert the name of your agency/department where indicated, and have the head of your agency/department sign and date the code where indicated to

please list each position designated by your agency/department to file a Form 700, along with the number of officials in each position. Also on Exhibit A, designate the specific disclosure category or categories for each position as shown on Exhibit B.

### **Required Submittals**

Please submit a signed 2014 Local Agency Biennial Notice and a 2014 Conflict of Interest Code (cover sheet, Exhibits A and B) to the Clerk of the Board's Office no later than October 1, 2014.

Please feel free to contact me at 654-3398 if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Palmer", with a long horizontal flourish extending to the right.

Brian Palmer  
Chief Deputy Clerk of the Board

Attachments:  
2014 Local Agency Biennial Notice  
Conflict of Interest Code Form



**2014 CONFLICT OF INTEREST CODE**

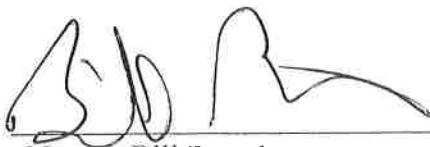
**Oversight Board - Successor Agency of the Former Redevelopment Agency of the County of Ventura**

The Political Reform Act, Government Code section 81000 et seq., requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the Oversight Board - Successor Agency of the Former Redevelopment Agency of the County of Ventura, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Oversight Board - Successor Agency of the Former Redevelopment Agency of the County of Ventura. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Clerk of the Ventura County Board of Supervisors' Office which shall be the Filing Officer.

**IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.**

APPROVED AND ADOPTED this 11 day of September, 2014:

By:   
Print Name: Bill Bartels  
Title: Oversight Board Chair

**EXHIBIT A – DESIGNATED POSITIONS**

<b># of POSITIONS</b>	<b>POSITION TITLE</b>	<b>DISCLOSURE CATEGORIES (From Exhibit B)</b>
<b>7</b>	<b>Oversight Board Members</b>	<b>Category 1</b>

## EXHIBIT B – DISCLOSURE CATEGORIES

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

### Category 1 – BROADEST DISCLOSURE

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

- (1) All sources of *income, gifts, loans and travel payments*;
- (2) All *interests in real property*; and
- (3) All *investments and business positions in business entities*.

### Category 2 – REAL PROPERTY

[SEE FORM 700 SCHEDULE B]

All *interests in real property*, including *interests in real property* held by *business entities* and trusts in which the public official holds a business position or has an *investment* or other financial interest.

### Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which engage in land development, construction, or real property acquisition or sale.

### Category 4 – PROCUREMENT

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

### Category 5 – REGULATION AND PERMITTING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

### Category 6 – FUNDING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which receive grants or other funding from or through the designated position's agency or department.

## 2014 Local Agency Biennial Notice

Name of Agency: Oversight Board - Successor Agency of the Former Redevelopment Agency of the County of Ventura

Mailing Address: County of Ventura, CEO's Office #L1940, 800 South Victoria Ave, Ventura, CA 93009

Contact Person: Donna McKendry Phone No: (805) 654-2876

E-Mail: donna.mckendry@ventura.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one box):

An amendment is required. The following amendments are necessary:

(Mark all that apply.)

- Include new positions (including consultants) that must be designated
- Revise disclosure categories
- Revise the titles of existing positions
- Delete positions that no longer make or participate in making governmental decisions
- Other (describe) \_\_\_\_\_

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is more than five years old, amendments may be necessary.)

### Verification

*This agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions. The code includes all other provisions required by Government Code Section 87302.*

  
\_\_\_\_\_  
Signature of Chief Executive Officer

9-11-14  
\_\_\_\_\_  
Date

Complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2014**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF THE CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC

**PENDING LEGISLATION:**

**AB 440 – Hazardous materials: releases: local agency cleanup**

*Status: Chaptered by Secretary of State.*

Authorizes local agencies, including successor agencies, to investigate and clean up releases or spills within the boundaries of the local agency, and provides immunity from further liability to the local agency and any person who enters into an agreement with that local agency to develop the property as well as future property owners under the Polanco Redevelopment Act.

**AB 1582 – Redevelopment: successor agencies: postcompliance provisions: loans**

*Status: Ordered to third reading in State Senate.*

Under existing law, after the successor agency receives a finding of completion, upon application by the successor agency and approval by the oversight board, loan agreements entered into between the redevelopment agency and the city, county, or city and county that created the redevelopment agency are deemed to be enforceable obligations, provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes. This bill would require the interest rate on the amount of principal calculated from the loan origination date, and any increase thereto that remains unpaid as of the date of oversight board approval of the loan as an enforceable obligation, to be subject to an adjusted interest rate based on the fund's history.

**AB 1793 – Redevelopment housing successor agency: report**

*Status: Passed by the State Assembly and Senate. Transmitted to Governor.*

Requires a housing successor agency to include in its annual report an inventory of homeownership units assisted by the housing successor or the former redevelopment agency (RDA) that are subject to covenants, restrictions, or an adopted program.

**AB 1963 – Redevelopment timelines**

*Status: Chaptered by Secretary of State.*

Extends the date, from January 1, 2015, to January 1, 2016, by which the Long Range Property Management Plan submitted by a successor agency must be approved by the Department of Finance. Also repeals the requirement for the State Controller's Office to audit successor agency transfers made after June 30, 2012. The SCO will continue to conduct the audits of redevelopment agency transfers occurring between January 1, 2011 and January 31, 2012, as it has already done for the County of Ventura.

## **AB 2280 – Community Revitalization and Investment Authorities**

*Status: Passed by the State Assembly and Senate. Transmitted to Governor.*

AB 2280 would authorize local entities, either individually or collaboratively and excluding schools and successor agencies, to form a Community Revitalization and Investment Authority (CRIA) to carry out the Community Redevelopment Law. Participating entities agree to direct property tax increment revenues to the CRIA to invest in improvements in specified project areas that are characterized by low household income, high unemployment and crime, and deteriorated public infrastructure and structures. The bill would require the CRIA to adopt a community revitalization plan for a community revitalization and investment area and authorize the CRIA to include in that plan a provision for the receipt of tax increment funds.

## **AB 2493 – Redevelopment Dissolution: housing projects: bond proceeds**

*Status: Passed by the State Assembly and Senate. Transmitted to Governor.*

In 2011, the Legislature enacted two bills, AB 26 1X and AB 27 1X. AB 26 1X eliminated redevelopment agencies and established procedures for winding down the agencies, paying off enforceable obligations, and disposing of agency assets. AB 26 1X established successor agencies, typically the city that established the agency, to take control of all redevelopment agency assets, properties, and other items of value. Successor agencies are to dispose of an agency's assets as directed by an oversight board, made up of representatives of local taxing entities, with the proceeds transferred to the county auditor-controller for distribution to taxing agencies within each county.

AB 26 1X also included provisions allowing the host city or county of a dissolving redevelopment agency to retain the housing assets and functions previously performed by the agency, except for funds on deposit in the agency's L&M Fund, and thus become a housing successor. If the host city or county chooses not to become the housing successor, a local housing authority or the Department of Housing and Community Development takes on that responsibility.

AB 27 1X allowed redevelopment agencies to avoid elimination if they made payments to schools in the current budget year and in future years. In December 2011, the California Supreme Court in *California Redevelopment Association v. Matosantos* upheld AB 26X and overturned AB 27 1X. As a result, all of the state's roughly 400 redevelopment agencies dissolved on February 1, 2012, and successor agencies began implementing AB 26 1X's provisions to distribute former redevelopment assets and pay the remaining obligations.

This bill allows redevelopment successor agencies and housing successors to commit remaining proceeds from redevelopment bonds issued between January 1, 2011 and June 28, 2011 for previously planned projects that are consistent with a region's sustainable communities strategy.

**AB 2647 – Redevelopment: El Toro Project Area: former City of Lake Forest Redevelopment Agency**

*Status: Passed by the State Assembly and Senate. Transmitted to Governor.*

This bill clarifies property tax revenues attributable to the El Toro Project Area (ETPA) for the former Lake Forest Redevelopment Agency (RDA) in light of the dissolution of redevelopment. This bill requires the Orange County Auditor-Controller to allocate property tax revenues attributable to the ETPA between the Redevelopment Property Tax Trust Fund (Fund) established for the former Orange County Development Agency and the Fund established for the former Lake Forest RDA, as provided.

**AB 2676 – Controller: reports**

*Status: Under submission in Assembly Committee.*

Authorizes the Controller, until January 1, 2020, to conduct an audit or investigation if the Controller makes findings that a county, city, special district or community redevelopment agency is not complying with the financial requirements in state law, state grant agreements, local charters or local ordinances, and if the Controller determines that sufficient funds exist within his or her budget to conduct the audit or investigation. Requires the Controller, before conducting an audit or investigation, to consult with the local agency and make written findings that explain the legal and factual basis supporting the decision to conduct the audit or investigation. The Controller must give the local agency a reasonable opportunity to respond to these findings.

**SB 921 – Redevelopment: revenues from property tax override rates**

*Status: Referred to Senate Rules Committee.*

Existing law requires county auditor-controllers to allocate certain property tax revenues first to each local agency and school entity. Existing law also requires revenues attributable to a tax rate levied by a taxing entity for the purpose of making bond payments to instead be allocated and paid into a fund of that taxing entity. This bill would clarify that any revenues derived from a property tax rate approved by the voters before January 1, 1948, to support a pension program, if levied in addition to the general property tax, to be paid into that taxing entity's fund.

**SB 1129 – Redevelopment: successor agencies**

*Status: Passed by the State Assembly and Senate. Transmitted to Governor.*

If signed by the Governor, SB 1129 would: (1) compel the Department of Finance (DOF) to approve Long Range Property Management Plans (LRPMPs) as expeditiously as possible and limit the DOF's review of LRPMPs to a consideration only of whether the LRPMP makes a good faith effort to address the requirements of Health and Safety Code Section 34191.5(c) [listing statutorily required contents of LRPMPs]. This bill also prohibits the DOF, as part of the

approval of a LRPMP, from requiring a compensation agreement or agreements as described in existing law that specifies which actions of the successor agency must first obtain approval by the oversight board that requires a city, county, or city and county that wishes to retain any property or other assets for future redevelopment activities, funded from its own funds and under its own auspices, to reach a compensation agreement with the other taxing entities to provide payments to them in property to their shares of the base property tax, as part of the approval of a LRPMP.

**SB 1393 – Local government: community redevelopment: successor agencies to redevelopment agencies**

*Status: Pending in Senate Rules Committee.*

Makes technical, nonsubstantive changes to the “definitions” section of redevelopment dissolution law (i.e., Health and Safety Code section 34171).

**FAILED LEGISLATION:**

**Initiative Statute 13-0065 -- Redevelopment Agencies. Reestablishment. Initiative Statute.**

This initiative would have repealed the elimination of redevelopment agencies and allowed local governments to reestablish redevelopment agencies and resume redirection of certain local property taxes to redevelopment projects, away from other local services.

*Failed to qualify on 8/1/2014.*

**AB 941 – Controller: reports**

This bill would have expanded the State Controller's authority to address local government financial or administrative issues through audits, investigations and technical assistance.

*Died in committee.*

**AB 981 – Redevelopment dissolution**

This bill would have allowed successor agencies to use proceeds of bonds issued by a redevelopment agency between January 1, 2011 and June 28, 2011 for projects of former RDA's.

*Died in committee.*

**AB 662 – Local government: redevelopment: successor agencies**

This bill would have allowed an infrastructure financing district (IFD) to include portions of former redevelopment project areas, and make several changes to the laws governing the dissolution of redevelopment agencies (RDAs).

*Vetoed by Governor.*

**AB 564 – Community redevelopment: successor agencies**

This bill would have prohibited the Department of Finance, once a finding of completion is issued, from future modification or reversal of an action of approval by an oversight board for specified enforceable obligations of a successor agency.

*Vetoed by Governor.*



**AB 1320 – Redevelopment: successor agencies**

This bill would have allowed schools to continue to receive property taxes, equal to the amount they would have received in passthrough payments if redevelopment agencies still existed, and does not count those property taxes toward the Proposition 98 funding formula.

*Died in committee.*



Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
1	49rs SC Stadium Company LLC	6/27/12	Oversight Board, AC, Santa Clara Finance Agency	none	ABIX-26 Reassigned to Dept. 42 (Summer) - previously assigned to Connelly; County of Santa Clara filed a cross petition on 8/17/2012; Writ Granted in Part (concluding agreements between former RDA, city, and a third party are EOs that should be RDA, not	2012-80001192	Dept. 42 (Summer)	Jonathan Bass, Lauren Koval, Charmaine Yu, Coblenz Patch in SF 415-391-4800 ef-job@epdb.com ef-egy@epdb.com	Oversight Board Dispute re OR's Termination of Stadium Agreements and Refusal to List Stadium Agreements on ROPS III as EOs; Administrative Mandamus (CCP 1094.5)	3/22/2013	Writ granted in part	Decided No appeal	ROPS Dispute
2	49rs SC Stadium Company LLC	5/20/13	Oversight Board, AC, Santa Clara Finance Agency, County of Santa Clara		Notice of Related Cases filed with petition, stipulation and order Enjoining Disbursement of Funds, and Staying Administrative Determination 5/22/2013	2013-80001493	Dept. 42 (Summer)	Jonathan Bass, Lauren Koval, Charmaine Yu, Coblenz Patch in SF 415-391-4800 ef-job@epdb.com ef-egy@epdb.com	ROPS 13-14A Dispute re Oversight Board's continued refusal to list Stadium Agreements on ROPS despite court ruling in Case No 80001192	None	Stayed	Stipulation Filed	ROPS Dispute
3	Adelanto - SA	5/22/13	Larry Walker, Co. of San Bernardino, Co Auditor Controller	Ana Matosanos, DOF Chiang, Stalee Conroller's Office, San Bernardino Co Flood Control Dist, San Bernardino Co Superintendent of Schools, San Bernardino Co Free Library System, Co Services Agency	TRO taken off calendar amended petition filed 5/24/2013 - Stipulation and order to file responsive pleading filed 11/22 for due date of 12/20/13 - settlement negotiations ongoing	2013-80001498	Dept. 42 (Summer)	William H. Itrke, Todd Litfin, Ann S. Levin, Ruan & Tucker LLP, Costa Mesa Office (714) 641-5100	ROPS 13-14A Dispute re 1995 settlement/judgment w/ taxing entities not equal pass through agreements and should be subordinate to bond debt service and bond debt obligations	None	Stayed	Stipulation to Stay re settlement negotiations	ROPS Dispute
4	Affordable Housing Coalition of San Diego County	4/25/12	San Diego AC, City of San Diego as SA and Order entered 10/22/2013 naming County Water Authority and South Bay Union School District	San Diego AC, City of San Diego as SA and Order entered 10/22/2013 naming County Water Authority and South Bay Union School District	ABIX-26 (transferred from San Diego) Resps. Min for Judgment on Pleadings Granted 12/21/2012 - Petitioner to Join Necessary Parties (successor agencies and taxing entities) per CCP 389(a)(2)(f) Amended Petition filed 1/18/2013 Class certification denied	2012-80001158	Dept. 31 (Kenny)	Catherine Rodman, Affordable Housing Advocates 619-233-8474 2 other firms erodman@affordableho usingadvocates.org	Impairment of Statutory Contract (Cal. Const Art. 1, §9) re LMNH obligations	7/18/2014 9:30 a.m			DDR LMNH

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
5	Albany Community Reinvestment Agency SA + City	10/4/13	Michael Cohen, DOF, Patrick J. O'Connell A/C	California Dept of Transportation	Briefing - opening brief 7/30/14, opposition 9/3/14, reply brief 9/18/14	2013-80001660	Dept. 24 (Chang)	Karen M. Tredennani, James T. Diamond, Xochitl Carrion, Goldfarb & Lipman, Oakland office (510) 836-6336		10/3/2014 11:00 a.m.			DDR Other Funds
6	Anaheim, Anaheim Housing Authority, SA	6/14/13	Matosantos, State of CA, DOF, Jan E. Grimes a/c, Oversight Board	Co of Orange, Anaheim City School Dist, Anaheim Union HSD, Centralia Elementary School, Magnolia Elementary School, Dist, North Orange Co CCD, Orange Co Flood Control Dist, Orange Co Cemetery Dist, Orange Co Office of Ed, Orange Co Sanitation Dis, Ora		2013-80001529	Dept. 31 (Kenny)	Jeffrey Odehman, William H. Burke, Jennifer Farrell, Rulan Tucker, Costa Mesa (714) 641-5100	ROPS Dispute re various agreements, including payment of pension liabilities	Not Scheduled			ROPS dispute
7	Apple Valley + SA & taxpayer	7/12/13	DOF, AC	none	ABIX-26 and AB 1484 Settled (Judgment entered 1/7/13)	2012-00127355	Dept. 54	Iris Yang, et al. BBK Sacramento	True-up Payment Dispute, Correction of ROPS clerical error re debt service payment source	None	Judgment Entered	Stipulated Judgment	True Up
8	Azusa + SA + Azusa Light and Water	6/21/2013 (Appeal filed 2/6/14)	Matosantos DOF	Wendy Watanabe a/c	Amended petition filed 6/27/2013 - Order after hearing filed 12/11/2013 denying petition for writ as to utility ratepayers fees - Judgment entered	2013-80001540 C073814	Dept. 42 (Summer)	Marco Martinez, City Attorney, J. Leah Castella, Nicholas Muscolino, Burke Williams & Sorensen LLP Oakland office (510) 273-8780	ROPS Dispute re municipal utility (AL&W) loans to RDA	11/15/2013	Writ denied	Appeal Pending	ROPS Dispute

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
	Bakersfield + SA	2/14/13	Matosanos, DOF, Auditor Controller, County of Kern, State of California, County of Kern General Fund, Advertising, Fire Fund, Sanitation Authority, Mosquito and Vector Control, North of the River Recreation and Parks, Bakerfield Separation of Grade, Gol	none	Strip re: Class of Respondents (Kern Mosquito, Kern Sanitation, Co of Kern) rejected and return for DOF to sign - Notice of hearing for October 25, 2013 10:00 a.m. Dept. 14 filed - Opening 9/10/13, Opposition 9/30/13, Reply 10/10/13 - Order after hearing f	2013-80001400	Dept. 14 (Balonon)	Stephen Suira and Joseph Auda, Duane Morris, SF office (415) 957-3000	ROPS III Dispute re Prop IC housing projects; LMTHF Due Diligence Review Dispute	10/25/2013	Writ Granted in part	Writ Returned	DDR LMIH
9													
10	Bell Gardens SA CDC	6/18/13	Harris, Matosanos, Chiang, Watanabe, LA Co and various taxing entities	None	Court Judgment Entered 1/10/2014	2013-00146710	Dept. 29 (Frawley)	Fulbright & Jaworski, John Gray, Los Angeles office (213) 892-9200	validation action re: refunding of bonds				
11	Bellflower + SA Cerritos + SA Chula Vista + SA El Centro + SA Folsom + SA Grass Valley + SA Hughson + SA Lompoc + SA Oxnard + Comm Dev Comm. San Gabriel + SA Signal Hill + SA Traskree + SA Tulace + SA	9/19/2012 (Appeal filed 2/5/14)	Matosanos (DOF), BOE, Watanabe (LA Co), Woodard (Tulare Co), Saller (Nevada Co), Valverde (Sac Co), Newland (Imperial Co), Klein (Stanislaus Co), Sandeak (San-Diego), Eby, Cohen (Ventura Co), Geis (SB Co)	none	Dismissals filed for Truckee, Tracey Sandoval and Chula Vista Set for hearing on 9/20/2013 w/ briefing schedule - Opening 6/25, Opposition 8/9 and Replies 8/30 Tentative denied petition - further briefing ordered - due 10/4 Petition for Writ denied 11/7/	2012-80001269 C075832	Dept. 29 (Frawley)	Michael Colantuono, Teresa Highsmith, Holly Whitley of Colantuono Highsmith & Wailey in Los Angeles (213) 542-5700 mcolantuono@celllaw.us	AB 1484 Challenge re True Up Payments and "Self Help" penalties (majority of named petitioners paid true up under protest)	9/20/2013	Writ denied	Appeal Pending	True Up
12	Belmont + SA	8/22/13	Matosanos, DOF, Chiang, Bob Adler	None	Hearing scheduled for 6/6/2014 at 9:00 a.m., rescheduled to 11/7/2014 at 9:00 a.m.	2013-80001617	Dept. 31 (Kenny)	Scott Rennie, City Attorney, Juliet E. Cox, Barbara Kautz, Goldfarb & Lipman, Oakland office (510) 836-6336	Due Diligence Review Dispute re Other Funds Account (2011-12 CIP projects and administrative costs)	11/7/2014 9:00 a.m			DDR Other Funds

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearings Date	Hearing Results	Status in settlement negotiations	Main Issue Presented
13	Berkeley SA + Christine Daniel (Trustee of various retirement health premium assistance plan trusts)	5/29/13	Matosantos, Patrick J. O'Connell	1st amended complaint named - Pazalta CCD, Berkeley USD, Alameda Co Office of Ed. Bay Area Air Quality Manag Dist, Alameda Co Mosquito Abatement Dist, East Bay Regional Park Dist and East Bay Municipal Utility Dist as Real Parties	reassigned to Dept. 14 (Balolon) from Dept. 31 (Kenny) per Notice of related cases to 80001417 (see below) Hearing 1/24/2014 @ 10 a.m. - opening briefs 11/8/13, Opposition briefs 12/13/2013 and reply due 1/9/2014 - Hearing rescheduled to 6/27/2014 11:00 - rescheduled from 6/27 to 12/12/2014 at 10:00 a.m.	2013-80001505	Dept. 24 (Chang)	Zachary Cowan, Laura McKimney (City Attorney), Karen Tiedemann, Juliet Cox Goldfarb & Lipman Oakland Office (510) 836-6336	ROPS Dispute re Retiree Medical Trust Fund Loan to the Former RDA, Due Diligence Review Dispute re Other Funds	12/12/2014 at 10:00 a.m.		In settlement negotiations	ROPS Dispute
14	Berkeley SA + Christine Daniel (Trustee of various retirement health premium assistance plan trusts)	2/22/13	Matosantos	None	reassigned to (Balolon) related to 80001505 (see above) Hearing 1/24/2014 @ 10 a.m. - opening briefs 11/8/13, Opposition briefs 12/13/2013 and reply due 1/9/2014 - Hearing rescheduled to 6/27/2014 11:00 a.m. in Dept. 24 for negotiations	2013-80001417	Dept. 24 (Chang)	Zachary Cowan, Laura McKimney (City Attorney), Karen Tiedemann, Juliet Cox Goldfarb & Lipman Oakland Office (510) 836-6336	ROPS III Dispute re Retiree Medical Trust Fund Loan to the Former RDA	6/27/2014 11:00 a.m.		In settlement negotiations	ROPS Dispute
15	Big Bear Lake + SA	5/29/2013 (Appeal filed 5/15/2014)	Matosantos, BOE, Larry Walker Co A/C,	Co of San Bernardino, San Bernardino CCD, San Bernardino County Superintendent of Schools, San Bernardino Co FCD, San Bernardino Co Library, Inland Empire Resource Conservation Dist, Bear Valley USD, Big Bear Lake Fire Prot Dist, Big Bear Municipal Water	Hearing 1/10/14 10:00 a.m. Dept. 42 - opening briefs 11/26 - opposition 12/16 - reply 12/26 - Petition Denied - Notice of entry filed 4/14/2014	2013-80001504 C076576	Dept. 42 (Summer)	Ins Yang, Brent Hawkins, Stephen Deitsch, BB&K Sacramento (916) 325-4000	EOPS Dispute	1/10/2014	Writ Denied	Appeal Pending	EOPS

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
16	Brea + SA Also 3d party agt	7/16/12	State, Chiang, DOF, BOE, AC	Ambac Assurance (guarantor on bonds), bondholder, bond trustee and taxing entities	ABIX-26 and AB1484 Reassigned to - Settled (Stip. Judgment entered 12/20/2012)	2012-80001204	Dept. 42 (Summer)	James Markman (city attorney) + Sayre Weaver and Richards, Watson & Gershon 213-626-8484	True-up Payment Dispute re reserves for future bond debt service payments	None	Judgment Entered	Stipulated Judgment	True up
17	Brea + SA	8/9/13	Matosantos	None	Hearing scheduled 3/7/2014 9:00 a.m. rescheduled to 4/23/2014 9:00 a.m. - tentative granted writ in part re: land transfers	2013-80001592	Dept. 31 (Kenney)	James Markman (city attorney) + Thomas Jimbo and Aaron O'Dell, Richards Watson & Gershon, Los Angeles, (213) 626-8484	ROPS Dispute re Tracks Project agreements (including grant award agreements) and use of 2011 bonds; Other Funds Account Due Diligence Review Dispute re Property Transfer	4/23/2014 9:30 a.m.	Writ granted	Judgment Entered 5/21/2014 return filed	ROPS Dispute
18	Brentwood +SA	7/19/2013 (Appeal filed 4/23/14)	DOF: MICHAEL COHEN, in his official capacity as Director of the State of California Department of Finance	Robert R. Campbell, in his official capacity as Auditor-Controller of the County of Contra Costa	Tentative Ruling granting in part and denying in part filed 12/5/2013 - further briefing ordered, Resp. brief due 1/7/2014 and pet. Brief due 1/24/2014 - Supplemental Briefing complete	2013-80001568 C076343	Dept. 42 (Summer)	J. Leah Castilla lcastilla@bwslaw.com Megan A. Burkemurke@bwslaw.com BURKE, WILLIAMS & SORENSEN, LLP Oakland, Tel: 510.273.8780	ROPS Dispute re long-standing park and community center projects and Oversight Board legal expenses; Due Diligence Review Dispute re Other Funds	12/6/2013 1:30 p.m.	Writ denied	Appeal Pending	ROPS Dispute
19	Brentwood +SA	12/18/12	DOF: Matosantos, BOE, Contra Costa County Auditor Controller	Contra Costa County, Liberty High School District, Brentwood Elementary School Dist, E. Contra Costa Fire District, Contra Costa Comm College District, Oakley Elementary School Dist, E Contra Costa Irrigation Dist, Brentwood Rec & Park Dist, Contra Costa	Stipulation for Entry of Judgment filed 1/29/2013	2012-80001341	Dept. 42 (Summer)	T. Brent Hawkins, BB&K - Damien Brower	True-up Payment Dispute	None	Judgment Entered	Stipulated Judgment	True Up

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
20	Buellton + SA	4/22/2013 Appeal filed 3:26(1.4)	Matosantos	none	Hearing 8/16/2013 - tentative ruling - petition denied - ruling on submitted matter upholding tentative filed 12/12/2013	2013-80001468 C076121	Dept. 14 (Balonon)	Ralph Hanson, J Leah Castella, Lindsey G. Beallo, Burke Williams & Sorensen LLP (510) 273-8780	ROPS Dispute re repayment of June 30, 2011 City Loans; OFA Due Diligence Review Dispute	8/16/2013	Writ denied	Appeal Pending	DDK Other Funds
21	California City + SA	5/24/13	Matosantos, BOE, Mary Bedard AC	Antelope Valley East Kern, Kern CCD, Mojave USD, Kern Co CC Safety Repair & Improvement Dist, Mojave USD Facilities Improvement Dist #1, Mojave USD Improvement Dist #2, Facilities Improvement Dist #2, East Kern Cemetery Dist, Tehachapi Public Cemetery Dist, East Kern Resource	TRO heard on 5/31/2013 - TRO Denied - Amended complaint filed 9/30/2013	2013-80001501	Dept. 31 (Kenny)	Kimberly Hall Barlow, Yolanda Summerhill, Robert Khuu, Jones & Mayer, Fullerton, CA (714) 446-1400	ROPS Dispute re Federal Court judgment, Due Diligence Review Dispute re LMIH and Other Funds	None			DDK Other Funds and LMHF
22	Carlsbad, Culver City, Huntington Beach, Ontario, Oxnard, Palmdale, Inglewood, their RDAs, Linc Housing Corp	1/11/12	State, Chiang, DOF, and 4 AGS	none	ABIX-26 Dismissed on 2/28/2012	2012-80001032	Dept. 33 (Lloyd Connelly)	Murray Kane, Bruce Grdley, Guillermo Frias, Gustavo Lamanna of Kane, Baltmer & Berkman in LA 213-617-0480 mkane@kbbblaw.com gfrias@	Constitutional Challenge to ABIX26	None	Dismissed	Dismissed	Constitutional



Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
23	Carson + SA	6/13/13	Matosantos, State of CA; DOF	Co of LA, LA Co A/C, Watanabe, Consolidated Fire Prot. Dist, LA Co Fire Foster and Fire Warden, Co Lighting Maintenance Dist No. 1697, LA Co Flood Control Improvement Dist, Greater LA Co Vector Control Dist, LA Co Sanitation Dist No. 8, Water Replenishment	Dismissed with prejudice on 8/14/2013	2013-80001527	Dept. 29 (Frawley)	William Wynder, June Ailin, Lona N. Laymon, Alishire & Wynder El Segundo (310) 527-6660	Due Diligence Review Dispute re Other Funds (services payments to City)	None	Dismissed	Dismissed	DDR Other Funds
24	Carrius	9/26/2011 (Appeal filed 2/16/13)	State	ABC Unified Sch. Dist	ABI X-26 and ABI 484; Appeal Pending - fully briefed League is amici	2011-80000952 C070484	Dept. 42 (Summer)	Jeffrey Oderman, Dan Slater, Mark Ausin, William Ibrke (Rutan Tucker)	Constitutional challenge to ABI X26 (as modified by ABI 484)	11/6/2012	Writ denied	Appeal pending	Constitutional
25	Carrius + SA	5/29/13	Matosantos, Atanabe, DOF, LA A/C	None	Ex parte heard on 5/31 and denied - Motion to Compet Hearing rescheduled to 2/28/2014 at 10:00 a.m. - Petition hearing scheduled for 6/20/2014 10:00 a.m. - court rescheduled hearing on 3/11/2014 to 7/25/2014 at 10:00 a.m. - parties rescheduled to 10/31/14 at 10:00 a.m. with briefing -DOF filed a Motion for protective order filed 6/17/2014 - granted on 8/1/2014	2013-80001503	Dept. 29 (Frawley)	Mark W. Steres, Michael Allenstein, Aimee Wong, McKenna Long & Aldridge LA office (213) 688-1000	ROPs Dispute re various agreements	10/31/2014 at 10:00 a.m.			ROPs

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
26	Chico + SA	8/9/13	Matosantos, DOF, BOE, Butte AC Fouser	Butte Co CCD, Butte Co Library, Butte Co Mosquito Abatement Dist, Butte Co Office of Ed, Chico Area Rec Dist, Chico USD, Co of Butte, County Service Area 24 (Chico MUD), Co Service Area 14 (E Chico Light), Co Service Area 16 (W Chico Light), Co Service Are	Stipulation to Judgment filed 9/27 case dismissed 10/30/2013	2013-80001635	Dept. 29 (Frawley)	Lon J Baker, City Attorney, Susan E. Bloch, Matthew D. Visick, Burke Williams & Sorensen, Oakland Office (510) 273-8780	True-up Payment Dispute	None	Judgment Entered	Stipulated Judgment	
27	Cities of Chula Vista, El Cajon, Escondido, Poway, San Diego, San Marcos & Vista	1/8/14	Sandoval	Cajon Valley USD, Chula Vista Elementary School Dist, Escondido USD, Grossmont Healthcare Dist, Grossmont UHSD, Grossmont-Cuyamaca CCD, La Mesa-Spring Valley School Dist, Lemon Grove School Dist, Metro Water Dist, National City School Dist, North County C	Opening 10/14/14; opposition 11/14/2014; reply 12/4/14	2014-80001723	Dept. 31 (Kenny)	Michael Calantuono, Holly Whatley, Matthew Summers, Colantuono Highsmith & Watley PC, Los Angeles office (213) 542-5700	RPTTF Distribution Dispute (challenge to Auditor Controller's use of "Windfall Method" concerning distribution of residual RPTTF)	12/19/2014 @ 9:00 a.m			RPTTF Distribution
28	Citrus Heights SA + City	8/2/2013 (Appeal filed 7/28/2014)	Matosantos, Julie Valverde - Sac Co Auditor/Controller	None	FRO denied 11/15/2013 - Hearing set for 3/7/2014 at 10:30 a.m. hearing rescheduled to 5/21/14 at 10:30 a.m.	2013-80001587 (C077985)	Dept. 42 (Summer)	Karen Tiedemann, Juliet Cox, Xochitl Carrion Goldfarb & Lipman Oakland Office (510) 836-6336	Due Diligence Review Dispute re Other Funds Account (dispute re 2011 loan repayment to Citv)	5/2/2014 10:30 a.m	Judgment filed	Writ denied	DDR Other Funds

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
29	Coiffman-Tikker et al	9/7/90	All Persons interest; City of Buena Park and SA	None	Motion to Enforce Judgment filed May 8, 2013, set for hearing June 19, 2013. Hon. Charles Margines (Orange County Superior Court); settlement discussions pending	None	None	A. Christian Abasio, Public Law Center; Brett J. Williamson, O Melveny & Myers (Newport Beach) Tel: (213) 626-8484 Fax: (213) 626-0078	Pursuant to stipulation in validation action, court entered judgment requiring LMTHF set-aside and funding for affordable housing; DOF denied as EO, SA did not pursue further Motion to Enforce Judgment seeks to compel SA to place item on ROPS 13/14B and	N/A	N/A	N/A	N/A
30	Coronado, City + SA	11/25/13	Cohen, Sandoval a/c, BOE, Chiang		hearing date 4/18/2014 9:00 a.m. rescheduled on 1/29/2014 to 6/6/2014 at 9:00 a.m. and rescheduled to 7/25/2014 at 9:00 a.m. at the court's request	2013-80001694	Dept. 31 (Kenny)	Murray Kane, Kendall Berkeley, Kane Ballmer Berkman LA office (213) 617-0480; Johanna Canlas, McDougal Love Eckis Boehmer & Foley, La Mesa office	Challenge to DDK determination disallowing repayment of portion of City loan prior to dissolution	7/25/2014 at 9:00 a.m.	Tentative Ruling - Writ Granted	Writ granted	DDR
31	Costa Mesa, City + SA	10/29/13	Cohen, Grimes a/c	None		2013-80001675	Dept. 31 (Kenny)	David Robinson, Benjamin Pugh, James Azadian Enterprise Counsel Group Irvine office (949) 833-8550	Challenge to ROPS determination disallowing repayment of City/Agency loan prior to dissolution	Not scheduled			ROPS Dispute
32	Covarrubias, Claudia; Veronica Alvarado, Rebecca Rivas and Lucila Gomez	9/29/13	DOF, Cohen, Chiang, California, Howard Newsans a/c	City of Winters as SA + City	Motion for Leave to Amend 10/17/2014, and Petition Hearing rescheduled from 5/23/2014 to 12/5/2014 at 9:00 a.m. (rescheduled on 5/7/14)	2013-80001650	Dept. 31 (Kenny)	S. Lynn Martinez, Richard Rothschild, Kaandra Doods, western Center on Law & Poverty, Los Angeles, (213) 235-2630 simartinez@wclp.org	Challenge to ROPS determination that 20% housing set-aside obligation is not an enforceable obligation	12/5/2014 9:00 a.m.			ROPS Dispute

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
33	CRFL Family Apartments LP, CRFL Partner, LLC, CRFL Housing Partners	12/24/12	Matosantos, Cohen, DOF, County Auditor Controller, City of Oxnard + SA, Housing Authority of the City of Oxnard, United Water Conservation District, Calleguas Municipal Water District, The Metropolitan Water District of So. CA, Oxnard School District, Oxnard	None	TRO granted 1/16/2013 - Writ Granted 1/18/2013 Return on Writ filed 1/31/2013	2012-80001354	Dept. 29 (Frawley)	Hans Van Ligen, William H. Hrike (wvanligen@ruan.com; bhrike@ruan.com (714) 641-5100)	Impairment of Contract (2010 OPA for aff housing project); ROPS (II) Dispute re Contracts previously approved on ROPS II (includes CCP 1094, 5 writ)	1/16/2013	Writ granted	Writ returned	ROPS Dispute
34	Cuenca, Hilda, Castaneda, Claudia, Hernandez, Enima, Avalos, Evangelina (related to Santa Ana)	3/4/2013 (Appeal filed 6/23/2014)	DOF, Matosantos, Grimes	City of Santa Ana as SA, Housing Authority of the City of Santa Ana	<del>Dept. 14 (Belenee)</del> Hearing on the merits held 2/14; Tentative ruling issued - The Petition is GRANTED in part, and DENIED in part. Petitioners shall be entitled to receive a declaration that the Habitat DDA is an enforceable obligation on the part of the City.	2013-80001427 C076814	Dept. 24 (Chang)	Robert Grable, Dean Zipser, etc., Manatt, Phelps, Phillips, LLP, Costa Mesa office (714) 371-2500, Christian Abasto, Vanessa Leonardo of Public Law Center (714) 541-1010	ROPS & Due Diligence Review Dispute re DOF rejection of transfer of LMH funds to Housing Asset Fund pursuant to five stipulated judgments, as well as related DDAs, which Petitioners contend are EOs	2/14/2014	Writ granted in part	Judgment Entered	ROPS & DDK LMH

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Judgment Entered	Main Issue Presented
35	Culver City + SA	3/7/13	Ana Matosantos, Wendy Watanabe	Co of Los Angeles, Administration Services, Co of Los Angeles Library Services, Los Angeles Co. Fire Dist, Los Angeles County Flood Control Dist, Los Angeles Co West Vector Control Dist, West Basin Municipal Water Dist, Los Angeles Co OF	TRO scheduled for 4/19 at 11 a.m. - Preliminary injunction was denied Hearing 8/30/13 11:00 a.m. - no briefing schedule set - to be set by code - PETITION DENIED	2013-80001446	Dept. 14 (Balonon)	Murray Kane, Guillermo Frias, Kang of Kane, Ballmer & Berkman in LA 213-617-0480 mkane@kblaw.com gfrias@edwardr@	ROPS III Dispute re Adjustments to ROPS I items included on ROPS III	8/30/2013	Writ Denied	Judgment Entered	ROPS
36	Culver City + SA	12/27/13	Michael Cohen, Wendy Watanabe	Co of LA, Co of LA admin svcs, Co of LA library svcs, LA Co. Fire Dist, LA Co Flood Control Dist, LA Co West Vector Control Dist, West Basin Muni Water Dist, LA Co Office of Ed, LA CCD, Culver City USD, LA USD	Short-term 2 day TRO granted by Judge Kenny Balonon to review, transferred to Chang; Cross Petition/Complaint filed by AG on 2/26/2014 - Hrg rescheduled from 6/27/2014 to 10/10/2014	2013-80001719	Dept. 24 (Chang)	KANE, BALLMER & BERKMAN Murray O. Kans, Bar No. 48082, mkaned@kblaw.com Guillermo Frias, Bar No. 201800, gfrias@kblaw.com 51.5 South Figueroa Street, Suite 1850 Los Angeles, California 90071 Telephone: (213) 617-0480	ROPS 13-14B Dispute (risk of bond default over Auditor-Controller adjustment and revised DOF determination allowing withholding of \$11.56 million in additional funds, which were previously withheld)	10/10/2014 at 11:00 a.m.	Preliminary injunction granted - motion to file a stipulation and petition granted	Judgment Entered	ROPS Dispute
37	Cypress + SA	8/7/13	State of CA, DOF, Matosantos, Cohen, Controller, BOE, Orange Co A/C, Grimes, Chiang	Anaheim Union HSD, Centralia School Dist, Cypress School Dist, North Orange County CCD, Orange Co Dept of Ed, Orange Co Fire Auth, Orange Co Sanitation Dist, Orange Co Vector Control Dist, Orange Co Water Dist	Petition not posted - stipulation to continue hearing from 5/22/104 to 9/26/2014 at 10:30 a.m.; continued hearing to 8/27/2013	2013-80001585	Dept. 42 (Summer)	Jeffrey Melching, Dan Slater, Jennifer Farrell, Ruan Tucker (714) 641-5100 jmelching@ruan.com, dslater@ruan.com, jfarrel@ruan.com	Other Funds and Accounts (OFA) Due Diligence Review (DDR) Dispute re Repayment of City Loans	8/27/2013 at 10:30 a.m.			DDR Other Funds

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
38	Danville + SA	1/17/14	Cohen, DOF	None	Hearing date 9/5/2014; opening brief 7/7/2014; opposition 8/8/2014; reply 8/22/2014	2014-80001738	Depr. 31 (Kenny)	Robert Ewing, City Attorney and Juliet Cox, Xochitl Carrion, Goldfarb & Lipman Oakland Office (501) 836-6336	ROPS Dispute re Re-entered Town/Agency cooperation agreement	9/5/2014 9:00 a.m			ROPS Dispute
39	Dinuba + SA	6/7/13	State of CA, DOF, Matosantos, Chiang, Rita Woodward a/c, BOE	County of Tulare, Dinuba USD, State Center CCD, Tulare Co Office of Ed, Tulare Co Air Poll, Control Bd, Alta Healthcare Dist, Tulare Co Delta Vector Control Bd, Tulare Co Library Fund, Alta Cemetery Dist, Dinuba Memorial Dist	reassigned from Dept. 14 (Balcon)	2013-80001518	Depr. 24 (Chang)	Daniel T. McCloskey, James F. McBrearty, Tuttle McCloskey, Fresno (559) 427-1770	Due Diligence Review Dispute re Other Funds	Not Scheduled			DDR Other Funds
40	Duarte + SA	5/13/13	Matosantos, Watanabe, Los Angeles County Auditor Controller, State, DOF, County of Los Angeles, BOE	Consolidated Fire Protection Dist of LA Co; LA Co Flood Control Dist, LA County Forester & Fire Warden; LA Co Office of Ed; LA Co Public Library; LA County Sanitation Dist No 15; LA Co Sanitation Dist No 22; Cities-CCD; Duarte USD; Monrovia USD; Upper S	Reassigned from Dept. 14 (Balcon - 170 6) - Notice of Related Cases filed to 8001338 (below) - dismissed real party Cirrus CCD on 6/26/2013	2013-80001487	Depr. 42 (Summer)	Jeffrey Melching, Dan Slater, Jennifer Farrell, Ruan Tucker (714) 641-5100 jmelching@ritan.com, dslater@ritan.com, jfarrel@ritan.com	DDR other funds	Not Scheduled			DDR Other Funds

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
41	Duane - SA, Housing Authority	12/18/12	Matosanos, Wanabe, Los Angeles County Auditor Controller, State, DOF, County of Los Angeles, Consolidated Fire Prot District, Los Angeles Flood Control District, Los Angeles County Forester & Fire Warden, Los Angeles County Office of Education, Public	Andres Duarte Terrace II, LP	(erroneously transferred to Balonon following peremptory challenge to Summer); TRO Hearing scheduled for 12/21/12 taken off calendar at Duane's request b/c DOF dropped objection to ROPS III \$1.2 million item and agreed to allow the \$1.2 in LMHF to be re	2012-80001338	Dept. 31 (Kenny)	Jeffrey Melching, Dan Slater, Jennifer Farrell, Ruan Tucker (714) 641-5100 jmelching@ruan.com, dslater@ruan.com, jfarrol@ruan.com	ROPS III Dispute; LMH Due Diligence Review Dispute re DOF denial of DDA with Housing Authority related to HUD grant (entered into on 6/26/12), funding agreements, and promissory notes between City and former RDA concerning LMH funds; Impairment of Contr	Not Scheduled			DDR LMH
42	El Cerrito - SA	7/12/12	DOF, BOE, AC	many taxing entities	ABI 484, Settled - Stip. Judgment Entered 12/21/2012	2012-80001200	Dept. 31 (Kenny)	Sky Woodruff (city atty) -Deborah Fox and Enka Randall Meyers Nave +	True-up Payment Dispute	None	Judgment Entered	Stipulation Entered - Dismissed	True Up
43	El Cerrito SA + City, El Cerrito Municipal Services Corp	10/22/13	Cohen, Chang, Campbell, a/c; BOE	Bay Area Air Quality Management Dist; San Francisco Bay Area Rapid Transit Dist; Contra Costa CCD; Contra Costa Co Office of Ed; Contra Costa Mosquito & Vector Control Dist; Contra Costa Water Dist; Contra Costa Co; East Bay MUD; East Bay Regional Park Di	amended petition filed 10/28/2013 rescheduled from 9:00 a.m. to 1:30 p.m. - supplemental briefing completed on 6/27/2014	2013-80001671	Dept. 31 (Kenny)	James T. Diamond, Goldfarb & Lipman LLP, Oakland office (510) 836-6336 - substitution of attorney filed 12/9/2013	Challenge to various DDR and ROPS determinations and Controller's order to return assets	5:30/2014 1:30 p.m.	Order Submission		DDR and ROPS

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Stipulation	Main Issue Presented
44	Emeryville + SA	9/11/2012 (Appeal filed 7/11/13)	Matosantos	None	Prel Inj Hg. 3/8/2013 9:00 a.m. - WRIT GRANTED (Re-executed City and Successor Agency reimbursement agreements are valid under H&S Code 34178(a) and were not retroactively invalidated by H&S Code 34177.3.) Judgment and Writ issued 6/24 and 6/25/13 - Appeal pending - fully briefed	2012-80001264 C074186	Dept. 31 (Kenny)	Ben Stock, Leah Castella, Matthew Visick of Burke Williams & Sorensen LLP in Oakland (510) 273-8780 bstoek@bwsllaw.com and Michael Biddle, City Attorney (510) 596-4300	ROPS Dispute re rejection of various re-executed agreements related to Brownfield loans and 2011 reimbursement agreements between City and former RDA for redevelopment projects	3/8/2013	Writ granted	Appeal Pending	ROPS Dispute
45	Escondido + SA	2/25/13	Matosantos, State of California, DOF, Tracy Sandoval, Oversight Board of the City of Escondido as SA	None	L&M Dept. 34 - Case Management Conference 8/29/2013 at 8:30 a.m. in Dept. 36 - filed notice of related case (Pasadena v. Matosantos 2012-00134585 and Rancho Cordova 80013356) - Matosantos opposed - ENTIRE ACTION DISMISSED on 9/13/2013	2013-001-40530	Dept. 54	Jeffrey R. Epp, Andrea M. Velasquez (City Attorney office), Jeffrey Oderman, William Ihrike, Jennifer Farrell, Ruan Tucker Costa Mesa (714) 641-5100	ROPS III Dispute re Loan agreements from City to Former RDA	None	Dismissed	Dismissed	ROPS Dispute
46	Escondido + SA	4/19/13	Matosantos, State of California, DOF, Tracy Sandoval, Oversight Board of the City of Escondido as SA	County of San Diego, North Co Cemetery District, Rincon Del Diablo Municipal Water Dist, Resource Conservation Dist of Greater San Diego Co, Vallecitos Water Dist, San Diego Co Water Authority, Metro Water Dist of So CA, San Marcos USD, Palomar CCD, Escon	Palomar Health added as defendant 11/12/2013	2013-80001467	Dept. 14 (Balonon)	Jeffrey R. Epp, Andrea M. Velasquez (City Attorney office), Jeffrey Oderman, William Ihrike, Jennifer Farrell, Ruan Tucker Costa Mesa (714) 641-5100 and Jeffrey Oderman, William Ihrike, Jennifer Farrell Ruan Tucker (714) 641-5100	ROPS Dispute re \$35 million City Loan to Former RDA and Redevelopment Commission for various agreements	Not Scheduled			ROPS Dispute



Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
47	Eureka SA + City	10/23/13	Matosantos, Mellet a/c	California Dept. of Boating & Waterways		2013-80001673	Dept. 29 (Frawley)	Cindy Day-Wilson, City Attorney, Eureka (707) 441-4147; Karen Tiedemann, Juliet Cox, Xochitl Carrion, Goldfarb & Lipman, Oakland office (510) 836-6336.	Challenge to ROPS determination that multi-party agreement obligating RDA to pay debt service on harbor bonds, if needed, was not an enforceable obligation.	9/17/2014 10:00 a.m.			ROPS
48	Folsom +SA	2/8/13	Matosantos, Julie Valverde - Sac Co Auditor/Controller	Sacramento County, Folsom Cordova USD, Las Rios CCD	Set for hearing on 9/27/2013 at 11:00 a.m. w briefing - opening 7/8, Opposition 8/12 and Reply 9/12 - Tentative Ruling - PETITION DENIED	2013-80001393	Dept. 14 (Balonon)	Michael G. Calanuso, Holly Whitley, Matthew Summers, Colantorno Highsmith & Wailey, PC, LA office 213-542-3700 and Folsom CA - Bruce Cline	ROPS Dispute re DOF rejection of C&C Construction Contract on ROPS I, II, and III to be paid with RPTTF	9/27/2013	Writ denied	Judgment Entered	ROPS
49	Fontana Redevelopment Agency	4/19/13	San Bernardino Superior Court, Virginia Macy		Petition for Review to Supreme Court (summary denial of writ in court of appeal - appealed San Bernardino overruled demurrer) (Supreme Court Case No. S210133) (SB # CIVDS1107686) - petition for review denied 5/15/2013	None	None	Victor Wolf, Danielle Sakai, Kira Klatchko, Scott Dufurth, BBK Riverside office (951) 686-1450	Issue Presented: Are affordable housing obligations, including tax increment set asides, "enforceable obligations" that successor agencies, have a legal obligation to pay under the Dissolution Act?	None	Petition for Review denied	Judgment Entered	
50	Fontana USD, Chaffey Joint Union HSD, Rialto USD	4/2/13	North Fontana SA, City, Larry Walker, County of San Bernardino	none	Hearing scheduled for 10/31/2014 at 10:00 a.m.	2013-80001452	Dept. 14 (Balonon)	Peter K. Fagen, Kimberly Smith, Kelley Owens, Fagen Friedman & Fulfrost, LLP Los Angeles (323) 330-6300	Pass-through payment calculation dispute	10/31/2014 10:00 a.m.			Pass through
51	Foster City + SA	7/23/13	DOF, Matosantos	Robert Adler a/c	tentative ruling granting petition - further briefing resp brief due 1/7/2014 and pet Brief due 1/24/2014	2013-80001572	Dept. 42 (Summer)	J. Leah Castella lcastella@bwsllaw.com Megan A. Burkenburke@bwsllaw.com BURKE, WILLIAMS & SORENSEN LLP Oakland, Tel. 510.273.8780	Due Diligence Review Dispute re Other Funds TTI cap	12/13/2013	Writ denied	NOE Judgment 5/8/2014	DDR Other Funds

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
52	Fountain Valley + SA	7/17/13	Matosanos, DOF, Chiang, State Controller's Office, State of California, Jan E. Grimes a/c, Oversight Board of the SA	County of Orange, Orange Co Flood Control Dist, Orange Co. Library Dist., Orange Co. Dept. of Education, Orange Co. Sanitation Dist., Orange Co. Transportation Authority, Orange Co. Vector Control Dist., Orange County Water Dist., Huntington Beach (HSD), Co.		2013-80001564	Dept. 31 (Kenny)	Jeffrey Oderman, William H. Inrke, Jennifer Farrell, Ruitan Tucker, Costa Mesa (714) 641-5100	ROPS Dispute, Due Diligence Review Dispute re Other Funds	Not Scheduled			ROPS & DDR Other Funds
53	Fresno + SA	4/23/12	Oversight Board, and AC	Fresno Metro Flood Control District	ABIX-26 - Order on related cases after judgment names oversight board members individually. Peremptory writ issued 6/29/2012. Judgment entered 7/5/2012.	2012-80001121	Dept. 33 (Connolly)	J. Scott Smith, Neil Palma, Adam Lindgren, Deborah Fox, at Sacramento Meyers Nave 916-556-1531 jsmith@meyersnave.com	Judgment Entered in City's Favor re Oversight Board Appointment Challenge	5/14/2012	Writ granted in part	Judgment Entered	
54	Fresno + SA	3/28/13	State of Calif, Matosanos, Chiang, Crow	None	Hearing held 1/10/2014; Ruling issued 2/11/2014 - Petition granted in part and denied in part. Granted re LMIH DDR (cash assets transferred to City). Denied re Downtown Stadium agreements (not an enforceable obligation).	2013-80001450	Dept. 31 (Kenny)	Douglas Sloan, Francine Kane, City Attorney, Thomas Webber, Juliet Cox, Goldfarb & Lipman, Oakland (510) 836-6336	ROPS III Dispute re Downtown Stadium and Convention Center Agreements; LMIH Due Diligence Review Dispute; Dispute re Controller's Order to Return Housing Asses	1/10/2014	Writ granted in part	Writ issued	ROPS Dispute & DDR LMIH
55	Galt + SA + Jason Behrmann	1/30/2013 (Appeal filed 2/20/14)	Matosanos	Callander Associates Landscape Architecture, Inc	Hearing 7/25/2013 10:00 a.m. - tentative denied petition - Petition Denied	2013-80001380 C073897	Dept. 14 (Balonon)	Iris Yang, et al. BBK Sacramento	ROPS III Dispute re Use of Tax Allocation bond proceeds for projects subject to Validation Judgment	7/25/2013 10:00 a.m.	Writ denied	Appeal Pending	ROPS Dispute
56	Galt + SA + Jason Behrmann	7/11/12	Matosanos, Julie Valverde - Sac Co Auditor/Controller	None	Settled	2012-0012732	L&M	Iris Yang, et al. BBK Sacramento	ROPS Dispute re Correction of ROPS I and II entries re bond debt service payments	None	Settled	Settled	ROPS Dispute

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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
	Glendale - SA	8/13/14	DOF, Cohen	None		2014-80001924	Dept. 24 (Chang)	Susan Bloch, J. Leah Castella, Lindsey Beaulieu, Burke Williams, Sorenson Oakland office (510) 273-8780 and Michael J. Garcia and Gillian van Muyden, City Attorney	Dispute re reinstated loan agreement and interest owed thereon (DOF asserts interest is limited to historically low LAIF rate of 0.28% in effect on day of reinstatement and that this interest rate applied to entire term of loan agreement)	Not Scheduled			
57	Goleta - SA	6/10/13	Masanos, DOF, BOE, Robert W. Geis a/c, Chiang, All Persons Interested Indenture of Trust 3/1/2011, Bond Purchase Agrmt, Cooperation Agrmt 2006-81, Cooperation Agrmt 2009-0035, Promissory Note 2010-059, Joint Exercise of Powers Agrmt No. 2007-21	None	Oral Argument heard on 12/6/2013 - court ordered meet and confer and status conference statement due 12/20/2013 - Order granting TRO issued 1/30/2014	2013-80001521	Dept. 31 (Kenny)	Tim Giles, City Attorney, Jeffrey Dintzer, David Edsall, Gibson Dunn Crutcher, Los Angeles (213) 229-7000	Due Diligence Review Dispute re Other Funds (repayment of 2011 bond proceeds used for flood safety improvements)	12/6/2013 9:00 a.m.	Preliminary Injunction issued until further notice of court	Preliminary Injunction Issued	DDR Other Funds
58	Grand Hope Park	3/18/13	CRA/LA as SA, David Riccitiello, as CEO of CRA DLA, Nelson Rising, Nee Semcken, Timothy M Cosker, as governing board of CRA DLA, Michael Lawson, Hamid Belkadd, Richard Close, Steve Koffrich, Floria Molina, Megan Reilly, Dan Rosenfield, as Oversight Board	None	4/9/2013 application for order to publish summons Demurrer bearing scheduled for 5/16/2014 at 10:00 a.m. - Tentative Ruling on Demurrer - 1st, 4th & 7th causes of action overruled. 2nd, 3rd, 5th (w/o leave to amend), 6th (w/leave to amend) causes of action Sustained	2013-80001444	Dept. 29 (Frawley)	Jeffrey Dintzer, David Edsall, Juliana Soic, Gibson Dunn & Crutcher, Los Angeles office (213)229-7000	Impairment of Contract, etc. re failure of successor agency to account for all EOs on ROPS and DDR for public park ground lease	5/16/2014 Demurrer			Impairment of Contract ROPS & DDR

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
59	Grass Valley + SA	7/29/13	Matosantos, Salter A/C, Chiang	Co of Nevada, Nevada Co Superintendent of Schools, Nevada Irrigation Dist, Grass Valley School Dist, Nevada JUHSD, Sierra CCD, Nevada Cemetery Dist, Placer Co Office of Education	Hearing scheduled for 4/11/2014 1:30 p.m. - opening 2/4/2014, opposition 3/10/2014, reply 3/27/2014 - additional briefing by parties - opening brief 5/9/14, opposition 6/13/14 and reply 6/27/14 hearing continued to 1/9/15 1:30 pm in Dept. 42.	2013-80001580	Dept. 42 (Summer)	Michael Colantuono, Holly Whatley, Triana Munillo, Colantuono Highsmith & Whatley, Penn Valley CA office (530) 432-7357	Due Diligence Review Dispute re Other Funds Account (dispute re cooperative agreement; dispute SCO finding on property transfers)	1/9/15 1:30 p.m			DDR Other Funds
60	Hercules LLC	5/22/12	State, DOF, AC, City as SA	State	ABI X-26 Dismissed 6/20/2012 (Disputed payments were finally approved by DOF)	2012-80001155	Dept. 31 (Kenny)	Andrew Sabey, Robert Day Andrew Fogg at Cox, Castle SF 415-262-5100 asabey@coxcastle.com, rday@afegs@	ROPS Dispute re DOFs denial of 2001 DOPA and related 2010 Settlement Agreement Between Petitioner/Developer, Former RDA, and City	Dismissed	Dismissed	Dismissed	ROPS Dispute
61	Huntington Beach, Housing Authority +SA	3/15/2013 (Appeal filed 6/11/2014)	DOF Matosantos, BOE, Jan Grimes	Co of Orange, Metro Water District of So Cal, Huntington Beach Elementary School Dist, Westminster Elementary School Dist, Orange Co Sanitation Dist, Orange Co Transportation Auth, Co Cemetery Dist, Orange County Water Dist, Orange Co Vector Control Dist,	Hearing scheduled 10/25/2013 @ 9 a.m. - NO tentative released - oral argument and further briefing set for pet. Opening brief due 11/15/2013 and resp. brief due by 12/6/2013 - PETITION GRANTED -	2013-80001441 CO:6889	Dept. 31 (Kenny)	Murray Kane, Guillermo Frias, Kang of Kane, Bailmer & Berkman in LA 213-617-0480 mkane@kbbllaw.com gfrias@edward@	Due Diligence Review Dispute re LMIF Funds re EOs	10/25/2013 9:00 am	Writ Granted	Appeal Pending	DDR LMIFH
62	Huntington Park, Public Financing Authority +SA	11/1/13	Wanabe, Co of LA A/C, Co of LA - Roe amendments naming further defendants (taxing entities)	Cohen, DOF, Chiang, Controller's Office	TRO denied 12/20/13 - notice of related cases to San Fernando -	2013-80001678	Dept. 42 (Summer)	William Ibrke, Todd Litfin, Ann Levin, Rutan & Tucker, Costa Mesa office (714) 641-5100	Dispute with A-C re distribution of voter-approved special purpose property taxes to City	Not Scheduled			AC Dispute

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiff's Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
63	Inglewood + SA, Redevelopment Agency, Housing Authority, Regent 145 LP, Inglewood Foundation for Affordable Housing V, Inc	8/8/2013 (Appeal filed 8/17/14)	Matosantos, Watanabe, BOE and Chiang	Centinela Valley Union HSD, Camino CCD, Inglewood USD, LA Co Dept of Public Works, LA Co Fire Dept, LA Co Office of Ed, LA Co Sanitation Dist, LA Co West Vector Control Dist, Lennox School Dist, Water Replenishment Dist of So Cal, Metropolitan Water District of So Cal		2013-80001591 C07216	Dept. 42 (Summer)	Murray Kane, Royce Jones, Guillermo Frias, Arin Shaverdian, Kane Balmer & Berkman, Los Angeles, CA (213) 617-0480	Petition is not available online yet (as of 8/12/2013)	12/20/2013 10:30 a.m	Writ denied	Appeal Pending	VARP
64	Inglewood + SA	4/30/14	Cohen, Watanabe	Centinela Valley Union HSD, Camino CCD, Inglewood USD, LA Co Dept of Public Works, LA Co Fire Dept, LA Co Office of Ed, LA Co Sanitation Dist, LA Co West Vector Control Dist, Lennox School Dist, Water Replenishment Dist of So Cal, Metropolitan Water District of So Cal		2014-80001822	Dept. 29 (Frawley)	Murray Kane, Royce Jones, Guillermo Frias, Arin Shaverdian, Kane Balmer & Berkman, Los Angeles, CA (213) 617-0480	Due Diligence Review Dispute re Other Funds concerning DOF's demand that Federal HUD HOME funds be paid to A-C for distribution to taxing entities)	Not Scheduled			DDR Constitutionality
65	Inland Valley Dev Agency	4/11/12 (Appeal Filed 10/20/12)	State, Chiang, DOF, AC	none	(related to 80001113), alleges JPA w/ RDA powers not governed by ABIX-26; Demurrer sustained w/out leave; Appeal pending at 3rd DCA - Case no. C072450 (consolidated with Victor Valley C 072518) Appellant's reply briefs due 12/30/2013	2012-80001112 C072450	Dept. 33 (Connelly)	Timothy Sabo, Karen Feld of Lewis Brisbois 909-387-1130 sabo@lbbislaw.com, kfeld@	ABIX26 Challenge re Application of RDA Dissolution to Military Base Conversion RDA (JPA) - specifically concerns Norton AFB Closure	8/24/2012	Demurrer Sustained Action Dismissed	Appeal Dismissed 3/10/2014	ABIX26 Challenge
66	Inland Valley Development	12/28/12	State Controller Chiang, DOF, Matosantos, San Bernardino County Auditor Controller Walker			2012-80001357	Dept. 29 (Frawley)	Karen A. Feld, Elizabeth L. Maryn, Lewis Brisbois Bisgaard & Smith (909) 387-1130	ROPS III Dispute re EOs (reliance on prior DOF approval of same items on earlier ROPS); True-up Payment Dispute; Erroneous Collection of Duplicate Pass Through Payments	None	Dismissed	Dismissed	ROPS Dispute

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Settling	Main Issue Presented
67	Irvine as SA	5/25/12	DOF, AC	Heritage Fields, El Toro LLC	ABIX-26 - Related to 80001682. Order on related cases denied (no relationship to 80001154); Answers filed; 5/31/2012 order denying ex parte and TRO and OSC re prelim inj	2012-80001161	Dept. 31 (Kenny)	Philip Kohn, William Mantorena, Jeffrey Melching, Dan Slater at Rutan & Tucker Costa Mesa,	ROPS Dispute re DOF Denial of Dev Agreement and Loan Agreement Between City and former RDA as EOs (RPTTF Funds)	Not Scheduled			ROPS Dispute
68	Irvine, City of + SA	11/5/13	Cohen, Chang, State of CA, DOF, Controller's Office, Grimes a/c, BOE, Orange Co Auditor Controller Office	County of Orange, Orange Co Fire Auth, Orange Co Vector Control Dist, Orange Co Transit Auth, Orange Co Flood Control Dist, Orange Co Depart of Ed, South Orange Co CCD, Irvine Ranch Water Dist, Irvine USD, Orange Co Water Dist, Heritage Fields, El Toro LL	Related to 80001161 reassigned - third cause of action dismissed 2/6/2014 - Ross as RPLs added 10/24/2014 hearing vacated and reserved for joint motion for entry of stipulated judgment	2013-80001682	Dept. 31 (Kenny)	Jeffrey Melching, Michelle Melko, Rutan Tucker, Costa Mesa (714) 641-5100	ROPS Dispute Other Funds re ARDA, PSFA and land sale	10/24/2014 9:00 a.m. - motion for entry of stipulated judgment			ROPS Dispute
69	Irvine Community Land Trust, City of Irvine + SA	6/19/13	Matsantos, Chiang, State of CA, DOF, State Controller's office, Jan Grimes a/c	Co of Orange, Orange Co Fire Auth, Orange Co Vector Control Dist, Orange Co Transit Auth, Orange Co Flood Control Dist, Orange Co Dept of Ed, South Orange Co CCD, Irvine Ranch Water Dist, Irvine USD, Orange Co Water Dist	Hearing scheduled for 3/28/2014 10:00 a.m. - opening brief due 1/17/2014, Opposition brief 2/19/2014 and reply briefs due 3/14/2014 Hearing vacated for negotiations	2013-80001535	Dept. 29 (Frawley)	William Inrke, Jennifer Farrell, Rutan & Tucker, Costa Mesa office (714) 641-5100	ROPS Dispute re Land Trust Agreement (aff. housing project)	3/28/2014 Hearing vacated	Vacated	In settlement negotiations	ROPS Dispute

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
70	Kennedy Cornish + Shayne, Jennifer	8/24/14	DOF, Grimes, Chang, State of CA, Cohen	Anaheim City School Dist, Buena park Library Dist, Buena Park School Dist, Centralia Elementary School Dist, City of Buena Park, Housing Successor to Buena Park Redevel Agency, Co of Orange, Cypress School Dist, Fullerton Joint UHSD, Magnolia School Dist, North Orange Co. CCD, Orange Co Dept of Ed, Orange Co Flood Control Dist, Orange Co Sanitation Dist, Orange Co Transp Auth, Orange Co Vector Control, Orange Co Water Dist, Savannah School Dist	Notice of Related Cases filed 6/25/2014 (related to Coffman/Tikler v. All Persons Interested, Federal Court Case Dept C-19 filed 9/7/90)	2014-80001876	Dept. 42 (Summer)	A. Christian Abasto, Public Law Center, Santa Ana office (714) 541-1010 - Lynn Marniez, Stephanie Huffner, Keandra Dodds, Richard Rothschild, Western Center on Law and Poverty, Los Angeles office (213) 235-2630 - Brett Williamson, Brian Neusch, Christopher Whitaker, Jeffrey Wachs, O'Melveny & Myers LLP New Port Beach office (949) 823-6900	ROPS Dispute re whether 1990 judgment in reverse validation action requiring LMHIF set-aside and funding for affordable housing is an enforceable obligation under the Dissolution Act.	Not Scheduled			
71	King, City of + SA	10/23/13	Cohen, Miller a/c, Chang, BOE,	Monterey Co; Monterey Co Water Resources Agency; King City Cemetery Dist, Monterey Co Office of Ed, King City USD, South Monterey Co Joint UHSD, Hartnell Community College Dist	reassigned from Dept 14 (Balolon) 3/6/2014	2013-80001672	Dept. 24 (Change)	Roy Hanley, City Attorney, Hanley & Fleishman, Atascadero (805) 466-4703; James Casso, Bianca Sparks, Ross & Casso, Los Angeles office (213) 892-1592	Challenge to DDR determination that agreement to assist affordable housing project is not an enforceable obligation	Not Scheduled			DDK LMHIF

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiff's Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
72	La Quinta + SA	5/8/13	Matosantos, DOF, State Controller's Office, John Chiang BOE, County of Riverside, Riverside County Auditor Controller, Paul Angulo	Desert Sands SD, Coachella Valley USD, Riverside Co Office of Ed. Desert CCD, Coachella Valley Mosquito and Vector Control Dist, Coachella Valley Water Dist, Coachella Valley Resource Conservation Dist	Notice of related case to San Diego 80001454 - Tentative Ruling: writ petition denied (taken under submission after oral argument)	2013-80001485	Dept. 42 (Summer)	M. Katherine Jensen, William H. Hrkke, Jennifer Farrell, Rutan & Tucker, LLP, Costa Mesa (714) 641-5100	Due Diligence Review Dispute re Other Funds (March 2011 repayment of City loans)	8/9/2013	Writ Denied	Judgment Entered 4/23/2014	DDR Other Funds
73	Lakewood, City of + SA	11/5/13	Matosantos, BOE, Watanabe, Chiang	LA Co, LA Co Flood Control Dist, LA Co Sanitation Dist, Consolidated Fire Protection Dist, Greater LA Co Vector Control Dist, Artesia Cemetery District, Water Replenishment Dist of Southern CA, Cerritos CCD, Compton CCD, ABC USD, Bellflower USD, Long Beach	Opening brief 7/14/2014; Opposition 8/28/2014; replies 9/18/2014 changed to default briefing on 7/24/2014 - opening brief 8/19/2014, opposition brief 9/8/2014 and reply brief due 9/18/2014	2013-80001683	Dept. 31 (Kenny)	Holly O. Whatley, Tyan Thomas Dunn, Colantonio Highsmith & Watley PC, LA office (213) 542-5700	Challenge to (1) ROPS determination that City/RDA cooperative agreement for funding redevelopment was not enforceable (2) DDR determination demanding return of funds paid by RDA to City prior to dissolution of RDA; and (3) Controller's order	10/3/2014 at 9:00 a.m.			ROPS Dispute
74	Lancaster + SA	12/2/12	Matosantos, BOE, Watanabe	Los Angeles County, County Library, Consolidated Fire Protection Dist of LOA County, LA County Fire-Forester & Fire Warden, LA Co Waterworks #40, Antelope Valley, Lancaster Cemetery Dist, Antelope Valley Mosquito Vector Control, LA County Sanitation Dist	Stipulation & Order filed 1/2/2013 answers on file - Substitutions and Doe Amendments filed to change as noted to the left Dismissed ERAF and County School services 4/11/2013 - stipulation for judgment entered 7/18/2013	2012-80001348	Dept. 29 (Frawley)	David Robinson, James Azadian, Christina DeVries, Enterprise Counsel Group, ALC (949) 833-8550	True-up Payment Dispute	None	Judgment Entered	Stipulated Judgment	True Up



Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
75	Lawndale + SA	3/18/13	Ana J. Matosantos, Wendy Watanabe, State of California, Co. of Los Angeles, Auditor-Controller	Consolidated Fire Protection District, Los Angeles County Fire FFV, Los Angeles Co Flood Control Dist, Los Angeles Co West Vector Control Dist, Los Angeles Co Sanitation Dist No. 5, West Basin Muni Water Dist, Water Replenishment Dist of So Cal, Hawthorne	8/2/2013 demurrer hearing vacated - (No suggestions) redesignated as RPI	2013-80001445	Dept. 14 (Balonon)	Tiffany Israeli, June Ailin, Lena Laymon, Aleshire & Wynder, Irvine, CA (949) 223-1170	ROPS III Dispute re bond proceeds, bank loan, etc. as Eos	8/2/2013	Vacated	Vacated	ROPS Dispute
76	Legal Aid Society of San Mateo County	3/27/2013 (Appeal filed 4/28/14)	DOF; Matosantos	SA to Redwood City and City	Reassigned from Dept. 14 (Balonon) - per order on notice of related cases 80001447 - Hearing 11/1/2013 10:00 a.m. opening 9/6/2013, opposition 10/4/2013; reply 10/17/2013 - Tentative denied petition - taken under submission after oral argument - further	2013-80001449 C076428	Dept. 42 (Summer)	Lynn Martinez, Richard Rothschild, Keandra Dodds, Western Center on Law & Poverty LA (213) 487-7211; Deborah Collins Michael Rawson Public Interest Project, Oakland 95101891-9794	ROPS and LMH DDR Dispute re affordable housing fund established by former Redwood City RDA pursuant to 1990 settlement agreement	11/1/2013	Writ Denied	Appeal Pending	ROPS Dispute
77	Livermore + SA	6/14/12	All persons Interested re: Redevelopment Ordinances and Resolutions (various)	None	transferred from Alameda Superior Court) DOF/Controller; Demurrer (unopposed) Sustained With Leave to Amend (5/23/13); CMC scheduled 8/1/2013 8:30 a.m. in Dept. 39 - action stayed pending ruling below re enforceable obligations.	2012-00132727		Thomas Webber, James Diamond Goldfarb & Lipman LLP Oakland (510) 836-6226 and John Pomidor, Jason Alacala, City Attorney of Livermore	Validation Action re DDA and related leases/subleases	None	Action Stayed pending ruling on 80001370	Stayed	Validation Action

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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
78	Livermore Valley Performing Arts Center	1/23/2013 (Appeal filed 2/3/14)	DOF, Matosantos	None	Notices of related cases to Livermore v. All Persons Interested 2013-00132727 - Hearing scheduled for 8/9/2013, opening brief filed 4/22 PETITION DENIED - appealed C075808	2013-80001370 C075808	Dept. 14 (Balonon)	Jonathan Kitchen, Andrew Feggs, Cox Castle & Nicholson San Francisco office (415) 362-5100	ROPS III Dispute re Amended DDA	8/9/2013	Writ Denied	Appeal Pending	ROPS Dispute
79	Livingston, City of + SA	4/7/11/13	Matosantos, Lisa Cardella Presto (A/C), John Chiang, BOE	Merced County, Livingston Elementary School District, Merced Co UHSD, Merced Co Office of Ed, Merced CCD, Merced Co Mosquito Abatement Dist, Winion Cemetery Dist, Merced Irr Dist	Hearing 1/10/2014 @ 9 a.m. - opening 11/8/2013, opposition 12/6/2013, reply 12/20/2013 Tentative Ruling Denied Petition	2013-80001460	Dept. 31 (Kenny)	Deborah J. Fox, Jose M Sanchez, Dante Foronda, Meyers Nave Oakland office (510) 808-2000	ROPS III Dispute re 1985 Cooperative Agreement between the City and Former RDA; Due Diligence Review; Dispute re LMIF Funds	1/10/2014	Writ Denied		ROPS Dispute
80	LOCC, Vallejo + SA, Christopher McKenzie	9/24/2012 (Appeal filed 3/19/14)	Matosantos (DOF), Betty Yee, George Runner, Michelle Steel, Jerome Horton, John Chiang (members BOE), John Chiang, Simona Paddila-Scholten (Solano Co)	County of Solano, Solano County Free Library, Solano County Mosquito Abatement District, Greater Vallejo Recreation District, Vallejo Sanitation and Flood Control District, Solano County Water Agency, Bay Area Air Quality Management District, Vallejo City	Petition Hearing schedule 4/19/2013 9:00 a.m.; Santa Clara County granted leave to intervene (1/4/2013) - Writ denied - Motion for reconsideration granted - hearing 11/15 10:00 a.m. Dept. 31 - Petition granted as to sales and use tax offsets - Appealed C07	2012-80001275 C076075	Dept. 31 (Kenny)	Iris P Yang, Brent Hawkins, Harriet Steiner-Ann Schwing of Best Best & Krieger, (916) 325-4000 irisyang@bbkblaw.com brent.hawkins@bbkblaw.com, harriesteiner@bbkblaw.com	Constitutionality of sales tax and property tax claw-back; unconstitutional delegation of legislative authority to DOF; violation of Administrative Procedures Act	4/19/2013	Writ granted in part	Appeal Pending	Constitutional

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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiff's Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
81	Lorna Linda + SA	7/31/13	State of CA, DOF, Matosantos, Controller, Chiang, BOE, San Bernardino Co A/C, Larry Walker, Oversight Board to SA	Co of San Bernardino, Co of San Bernardino Flood Control Dist, San Bernardino Co Free Public Library Dist, Inland Empire Resource Conservation Dist, San Bernardino Valley Water Conservation Dist, San Bernardino Valley Municipal Water Dist, San Bernardino	170.6 motion filed - reassigned to	2013-80001583	Dept. 42 (Summer)	Jeffrey Oderman, William H. Inke, Jennifer Farrell, Rutan Tucker, Costa Mesa (714) 641-5100	ROPS Dispute; Due Diligence Review Dispute re Other Funds Account (dispute re DOF determinations on re-entered loan agreement, repayment of loan to city, and debt service payments for COPS)	Not scheduled			ROPS Dispute
82	Los Angeles	6/27/13	Matosantos DOF	CRA/LA	1st amended petition filed 8/7 reassigned from Dept. 14 (Balonon)	2013-80001546	Dept. 24 (Chang)	Steven Orr, Aaron O'Dell, Richards Watson & Gershon, Los Angeles office (213) 626-8484	ROPS Dispute re Re-entered City/Agency loan agreements (Sec 34182(a))	Not scheduled			ROPS Dispute
83	Los Banos Designated Local Authority as SA	12/24/12	DOF Matosantos, BOE, Merced Co Auditor Controller	City of Los Banos, County of Merced, Los Banos USD, Merced CCD, Merced Co Regional OCC Program, Merced Co Mosquito Abatement Dist, Los Banos Cemetery District, Central CA Irrigation District, Merced Co Office of Ed	Stipulation entered 1/2/2013; TRO taken off-calendar	2012-80001352	Dept. 31 (Kenny)	John McClendon, Joy Orsuki Leibold, McClendon & Mann, Laguna Hills 9549) 457-6330, john@CEQA.com	True-up Payment Dispute	None	Settled	Stipulated Judgment	True Up

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status after Hearing	Main Issue Presented
84	Lynwood + SA	6/10/13	Matosantos, State of California, DOF	Wendy Watanabe, Co of LA, Co of LA A/C, LA Co General Fund, LA Co Accum Cap, Outlay, LA Co Detention Facilities, LA Co Library, LA Co Fire, LA Co Flood Control IMP Dist Maint, LA Co Flood Con STO, LA County Flood Refund Bonds 93, LA Co Flood Control Main.	Hearing set for 1/31/2014 at 1:30 p.m. - briefing - Admin record due 11/1/2013, opening due 11/18/2013, opposition due 12/23/2013, reply due 1/16/2013 TENTATIVE DENIED PETITION	2013-80001520	Depl. 42 (Summer)	Fred Galante, June Alin, Lona Laymon, Aleshire & Wynder, Irvine (949) 223-1170	ROPS Dispute (2011 bonds; various loan agreements, including HUD loan and interagency loans); Due Diligence Review Dispute	1/31/2014	Writ Denied	Order after Hearing issued 4/1/2014	ROPS Dispute
85	Marina SA + City	8/13/13	Matosantos, Michael Miller A/C	None	Hearing set for 4/18/2014 at 10:00 a.m. - briefing - opening 2/17/2014, Opposition due 3/19/2014, reply brief due 4/3/2014 - Tentative Ruling granted in part as to \$586,326, denied as to \$51,160	2013-80001606	Dept. 29 (Frawley)	Karen Tiedemann, James T. Diamond, Xochitl Carrion Goldfarb & Lipman Oakland Office (510) 836-6336 and Robert Wellington, Wellington Law Offices, Monterey CA (831) 373-8733	Due Diligence Review Dispute re Other Funds Account (Fort Ord Reuse Authority Act sale and lease payments and City/Agency loan re installation of telecom conduit)	4/18/2014	Writ granted in part	Tentative ruling	DOR Other Funds
86	Mendota Designated Local Authority as SA	12/24/12	DOF, Matosantos, BOE, Merced Co Auditor Controller	City of Mendota, County of Fresno, Fresno County Library Mendota Branch, Lower San Joaquin Levee Dist, Fresno West Side Mosquito Abatement Dist, Mendota USD, Westlands Water District		2012-80001353	Depl. 42 (Summer)	John McClendon, Joy McClendon, Otsuki Leibold, McClendon & Mann, Laguna Hills 9949-457-6300, john@CEQA.com	True-up Payment Dispute	Not Scheduled			True Up

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
87	Merced Designated Local Authority as SA	12/24/12	DOF Matosantos, BOE, Merced Co Auditor Controller	City of Merced, Co of Merced, Merced City SD, Weaver Union SD, Merced Union SD, Merced CCD, Merced Co Regional Occupational program, Merced Co Mosquito Abatement Dist, Merced Cemetery Dist, Merced Irrigation Dist, Merced County Fire, Merced Co Office of E	Stipulation entered 1/2/2013 and TR0 taken off calendar - Stipulation entered into	2012-80001351	Dept. 29 (Frawley)	John McClendon, Joy Otzaki Leibold, McClendon & Mann, Laguna Hills 9949) 457-6300 John@CEQA.com	True Up Payment Dispute	None	Settled	Stipulated Judgment	True Up
88	Milpitas, SA, Housing Authority, Economic Dev Corp	5/31/13	Chiang, Matosantos, Sharma	None	reassigned from Dept. 42 Summer - Notice of Related case filed Santa Clara Co. v. Milpitas Econ Dev Corp et al. 34-2013-80001436 - Hearing scheduled 6/20/2014 9:00 a.m. court rescheduled hearing on 5/7/14 to 11/14/2014 9:00 a.m.	2013-80001508	Dept. 31 (Kenny)	Michal J. Ogasz, City Attorney, Lynn Hutchins, Juliet Cox, Caroline Nasella, Goldfarb & Lipman, Oakland office (510) 836-6336	Due Diligence Review Dispute re Other Funds	11/14/2014 9:00 a.m.	Settled	Dismissed retaining jurisdiction	DDR Other Funds
89	Mission Viejo - SA	7/16/12	State, Chiang, DOF, BOE, AC	taxing entities	ABI X-26 and ABI 484 Settled - Stip Judgment entered 10/23/2012	2012-80001203	Dept. 31 (Kenny)	William Curley (city atty), Sayre Weaver, Peter Pierce, Ginetta Giovinco Richards, Watson & Gershon sweaver@rwglaw.com, ppierce@sgovineo@	True-up Payment Dispute	None	Settled	Stipulated Judgment	True Up
90	Mission Viejo - SA	5/8/14	State, Cohen, Chiang, AC	None	Dismissed entire action on 6/11/2014	2014-80001829		William Curley (city atty), Sloan Simmons, Frances Valdez, Lazano Smith Sacramento office (916) 329-7433	ROPS Dispute, including dispute over SERAF loan repayment calculations	Dismissed			ROPS Dispute

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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented	
91	Montebello SA + City	12/5/13	Matiasantos, Cohen, State of CA, DOF, BOE, Chiang, Watanabe, Montebello Oversight Board	Co of LA, Montebello USD, LA City CCD, LA Co Library, LA Co Sanitation Dist No 2, LA Co Sanitation Dist. No. 15, LA Co Flood Control Dist, Greater LA Co Vector Control Dist, Upper San Gabriel Valley Muni Water Dist, Water Replenishment Dist of So. CA, LA	Reassigned from Dept. 14 (Balonon)	2013-80001703	Dept. 24 (Chang)	Arnold Alvarez-Gasman, Scott Nichols, Christopher Cardinale, Alvarez-Gasman & Colvin, City of Industry (562) 699-5500	Challenge to DDR determination demanding return of payments from RDA to City under cooperative agreement for staff services prior to dissolution	7/17/2014 10:00 a.m.	Tentative Ruling Granted Writ in Part Remanded back to DOJ for further consideration	Taken under submission after hearing	DDK Staff Services	
92	Monterey + SA	8/20/12	DOF	none	AB1X-26 and AB1484, DISMISSED W/O PREJUDICE - CITY DECIDED NOT TO PURSUE	2012-80001249	Dept. 29 (Frawley)	Mark Austin, Dan Slater, Jennifer Farrell Ruan & Tucker Costa Mesa maustr@ruan.com, dslater@jfarrell@	ROPS Dispute re DOF Denial of Repayment Agreement between City and former RDA as an EO	None	Dismissed	Dismissed	ROPS Dispute	
93	Monterey Park + SA	3/7/14	Watanabe, Co of LA Dept of Auditor Controller, Co of LA, DOF	BOE, Chiang, Controller's Office, LA Co Fire Dis/FEW, Longden Lightin Dist, LA Co Flood Control Dist, LA Co Sanitation Dist, Water Replenishment Dist of So CA, Upper San Gabriel Valley Muni Water dist, LA Co Office of Ed, Alhambra City HSD, Garvey School		2014-80001777	Dept. 31 (Kenny)	<del>Mark De Hensley-City Attorney, Karl Bergner, David King, Jenkins &amp; Heggin LLP, Manhattan Beach, CA office (310) 643-8448</del> - substitution of attorney filed to Karl H. Berger - Hensley Law Group, Burbank, CA (818) 333-5120	ROPS Dispute re Pre-Dissolution Act voter mandated special tax to pay for City pension costs	Not Scheduled				ROPS Dispute

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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
94	Moreno Valley + Moreno Valley Housing Authority	5/1/2013 (Appeal Filed 4/23/14)	Matosantos, Chiang, Angulo, March Joint Powers Authority + SA to March Joint Powers Agency	March Healthcare Development LLC, Oversight Board to the SA of March Joint Powers Agency, City of Riverside, City of Perris, County of Riverside	re-complaint filed 6/24/2013 by City of Riverside Hearing 1/17/2014 10:00 a.m. opening 11/18, opposition 12/10, reply 12/20 - Hearing reset by the court to 1/30 at 10:00 a.m. in Dept. 24 Tentative Denied PETITION - PETITION DENIED - Abandonment of appeal filed - case dismissed; notice of settlement filed	2013-80001478 C076347	Dept. 36 for Trial; Dept. 59 for MSC	Deborah J. Fox, Michael Dean, Dante Roronda, Meyers Nave Oakland (510) 808-2000	ROPS Dispute re DOF approval of improper amendment to DDA by March JPA	5/4/2013 trial at 8:30 a.m. 3/23/2015 MSC at 1:30 p.m. - VACATED	Writ Denied	Appeal Settled - abandoned	ROPS
95	Moreno Valley + SA + Moreno Valley Housing Authority	12/24/12	Riverside Co Auditor Controller, Elaine Howle, Matosantos, BOE, amendment filed to add John Chiang and dismissed Elaine Howle	<del>Moreno Valley Development Communities, Moreno Valley USD, Perris Elementary SD, Riverside CCD, Riverside Co, Riverside Office of Educ, Riverside County FCWCD, Val Verde USD</del>	X-petition filed on behalf of developer and later dismissed Dismissals filed as noted to the left on 3/26/2013	2012-80001350	Dept. 42 (Summer)	Suzanne Bryant, Deborah Fox, Erika Randall, Meyers Nave Riback Silver & Wilson LA office (213) 626-2906, dfon@meysnave.com, erandal@meysnave.com	LMHF Fund Due Diligence Review Dispute; Disputed funds committed for aff housing project in escrow account (includes due process and impairment of contract causes of action)	None	Dismissed	Dismissed	DDR LMHF
96	Morgan Hill Economic Development Corp + City	10/9/12	State Controller, John Chiang, Vinod Sharma (Santa Clara Co), Ana Matosantos (DOF), amended petition BOE	none	Santa Clara County Motion to Intervene taken off calendar (6/28/2013); Petition hearing scheduled 8/16/2013 10:00 a.m. - Substitution of Attorney filed but rejected stipulated judgment filed and dismissal as to entire action filed 7/8/2013	2012-80001284	Dept. 29 (Frawley)	Iris Yang, et al. BBK Sacramento	"Claw Back" of Transferred Agency Assets; Determination whether Petitioner is a "public agency;" Declaratory Relief re H&S Code 34170.6(h)(1)(A) re offset of sales and/or property taxes; Violation of Procedural Due Process	None	Dismissed	Dismissed	Clawback

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
97	Murrieta, City of	12/20/2012 (Appeal filed 10/28/13)	DOF, Matosantos, Paul Angulo, Auditor-Controller County of Riverside		Prelim Ing rescheduled from 2/28/2013 to April 4 9:00 a.m. (failure to brief H&S Code 34191.4) - TRO granted - Hearing rescheduled from 8/2 at 9 am to 8/30/2013 - opening 7/16/2013, opposition 8/5/2013, reply 8/15/2013 consolidated with 80001455 PETITION DENIED - APPEAL FILED	2012-80001346 C075118  Dept. 31 (Kenny)		Jeffery A. Morris, Casey C. Shaw, Stutz Artiano Shinoff & Holtz - (951) 676-6996	Due Diligence Review Dispute re 2011 accelerated repayment of City's loan to Former RDA and Transfer of funds from LMIF fund to SA Housing Authority for aff housing project (prior payments were approved on ROPS)	8/30/2013	Writ Denied	Appeal Pending	DDR LMIF
98	Murrieta, City of	4/9/2013 (Appeal filed 10/28/13)	DOF, Matosantos, Paul Angulo		consolidated with 1346 prior case information 2013 80001455 Dept. 14 (Baloon) set for hearing 8/30/2013 - opening 7/16/2013, opposition 8/5/2013, reply 8/15/2013 PETITION DENIED APPEAL FILED	2013-80001346 C075118  Dept. 31 (Kenny)		Jeffery A. Morris, Casey C. Shaw, Stutz Artiano Shinoff & Holtz - (951) 676-6996	Due Diligence Review Dispute re Non-housing Funds (2011 loan repayments to City)	8/30/2013	Writ Denied	Appeal Pending	DDR Other Funds
99	National City, Vista, Escondido, Chula Vista, San Marcos, + their SAs	7/12/12	DOF, BOE, AC	Co of San Diego, Lower Sweetwater FPD, National School Dist, San Diego Co Office of Ed, San Diego Co Water Auth, Southwestern CCD, Sweetwater UHSD, Escondido UHSD, Escondido USD, North Co Cemetery Dist, Palomar Health, Rincon Diablo Muni Water Dist, San M	dismissed Vista and Oceanside, set aside default of granted; Hearing set for 9/13/2013 10 a.m. Escondido and Chula Vista dismissed - Order for further briefing - due 10/18 - PETITION DENIED	2012-80001198  Dept. 29 (Frawley)		Murray Kane, Guillermo Frias, Kang of Kane, Ballmer & Berkman in LA 213-617-0480 mkane@kbbjlaw.com gfrias@edward@	True-up Payment Disputes: Constitutional challenge to Tax Offset per Cal. Const. Art XIII, §§24(b), 25.5	9/13/2013	Writ Denied	Judgment Entered	True Up



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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
100	Needles + SA	8/7/13	Matosantos, Walker	None		2013-80001590	Dept. 29 (Frawley)	Thomas Slovak, John Pinkney, Lena Waide, Tony Christense, Slovak Baron Empey Murphy & Pinkney LLP, Palm Springs CA (760) 322-2275	ROPS Dispute re City/Agency administrative loans	Not Scheduled			ROPS Dispute
101	Novato + SA	5/22/13	State of CA, DOF, Ana Matosantos, State Controller's Office, Chiang, BOE, Co of Marin Dept of Finance, Roy Given,	Co of Marin, Marin Co Free Library Dist, Marin Co Flood Control and Water Conservation Dist (Zone 1), Marin Co Open Space Dist, Marin/Sonoma Mosquito & Vector Control Dist, Bay Area Air Quality Management Dist, Marin Co Transit Dist, Novato Fire District	Notice of Related Case filed Murrieta 2012-80001346 was denied	2013-80001496	Dept. 42 (Summer)	William H. Imke, Dan Slater, Jennifer Farrell, Rulan & Tucker LLP, Costa Mesa Office (714) 641-5100	Other Funds and Accounts (OFA) Due Diligence Review (DDR) Dispute re Repayment of City Loans	Not Scheduled			DDR Other Funds
102	Oakley + SA	2/8/13	Matosantos, DOF, Robert Campbell A/C	County of Contra Costa, Contra Costa County FCVCD, Contra Costa Co Flood Control Zone 1, Contra Costa Water Dist, East Contra Costa Fire Protection Dist, Contra Costa Resource Conservation Dist, Contra Costa Mosquito & Vector Control Dist, Irwin/Elise Sanit	<del>Dept. 11 (Barnett)</del> Reassigned to Hearing set for 5/9/2014 at 10:00 a.m. - briefing per statute Notice of Conditional Settlement filed	2013-80001435	Dept. 24 (Chang)	Derek Cole, Scott Huber, Jonathan Miller, Coa Cole, Roseville (916) 780-9009	ROPS III Dispute	5/30/2014 11:00 a.m.	Hearing vacated	Dismissed	ROPS Dispute

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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiff's Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
103	Oceanside + SA	12/27/12	Matosantos, Sandoval		Ex Parte Application for TRO filed concurrently with complaint - TRO granted on 12/28/12 to preclude withholding of 1/2/2013 RPTTF distribution; Prelim Inj Hearing on 1/31/2013 continued to 2/21/2013 at 9:00 a.m. - Slip & Judgment filed 2/26/2013	2012-00134586	Dept. 54	Kang, Ballmer & Berkman Murray Kane, Guillermo Frias, Edward Kang (213) 617-0480	True-up Payment Dispute; Constitutional challenge to Tax Offset per Cal. Const. Art XIII, §§24(b), 25.5	None	Judgment Entered	Stipulation Filed	True Up
104	Ontario + SA, Housing Authority SA	8/30/2013 (appeal filed 8/14/14)	Matosantos, BOE, Walker	Co of San Bernardino, San Bernardino Co Flood Control Dist, San Bernardino Co Superintendent of Schools, Chaffey CCD, Cucamonga School Dist, Mountain View-Serrano, Ontario-School Dist, Ontario-Mount Claire School Dist, Chaffey Joint UFSD, Chino Valley USD, Inland-Empire Resource-Cons-Dist, Chino-Basin-Water Cons Dist, Inland Empire Utility Agency	TRO denied - amended petition filed 10/18/2013 - Hearing scheduled 5/2/2014 9:00 a.m. - RPIs Mountain View School Dist, Inland Empire Resource Cons Dist and Chino Basin Water Cons Dist dismissed on 7/2/2014	2013-80001625 C	Dept. 31 (Kenny)	T. Brent Hawkins, Iris P. Yang, Eban Walsh, Sigrid Asmundson, Beat Best & Krieger, Sacramento office (916) 325-4000		5/2/2014	Judgment Entered Writ granted in part	Judgment Entered Writ tested	ROPS Dispute
105	Orange + SA, OHDC Serrano LLC, C&C Serrano LLC	11/21/12	DOF, Jan E. Grimes	None	Demurrer hearing rescheduled for August 23, 2013 Dept. 53 2:00 p.m. - stipulation and order re dismissal and filing of a petition for writ - DISMISSED	2012-00135813	Dept. 53 L&M (Brown)	Kane, Ballmer & Berkman Murray Kane, Guillermo Frias, Edward Kang (213) 617-0480 and Goldfarb & Lipman, Lynn Hutchins, Juliet Cox in Oakland (510) 836-6336	ROPS Dispute re whether LMH Fund loan commitment for housing project is an EO	None	Dismissed	Dismissed	ROPS Dispute

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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
106	Orange, City of + SA, OHDC Serrano LLC, C&C Serrano LLC	9/23/13	Cohen, DOF, Jan Grimes a/c	None	Hearing set for 5/30/2014 at 1:30 p.m. - briefing - opening brief due 3/28/2014, opposition brief due 4/29/2014, reply brief due 5/15/2014	2013-80001653	Dept. 42 (Summer)	Murray Kane, Deborah Rhoads, Guillermo Fritas, Kane Ballmer Berkman, Lynn Hutchins Goldfarb & Lipman		5/30/2014 1:30 p.m.	Tentative Ruling granted writ	Judgment Entered Writ Issued	
107	Orange County as SA	8/3/12	DOF	none	ABIX-26 Demurrer sustained w/o leave to amend - Judgment filed	2012-80001224	Dept. 31 (Kenny)	Laurie Shade, Elizabeth Pejeau, laurie.shade@coco.orego.v.com liz.pejeau@coco.orego.v.com	ROPS Dispute re DOFs rejection of Reimbursement Agreements for Infrastructure Project as EOs	4/19/13 9:00 a.m. Demurrer Hrg	Judgment on File	Judgment Entered	ROPS Dispute
108	Oroville + SA	6/24/13	Matosantos, DOF, David Houser a/c	None	Stipulation and order granting leave to amend petition - DISMISSED	2013-80001543	Dept. 29 (Frawley)	Scott Huber, Daniel Roberts, Jonathan Miller Coia Cole LLP Roseville Office (916) 780-9999	ROPS Dispute; Due Diligence Review Dispute re Other Funds	None	Dismissed	Dismissed	ROPS Dispute

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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiff's Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented	
	Palm Desert SA	8/14/14	Cohen, Angulo	Maria Amacion Sanchez, CA Rural Legal Assn, City of Palm Desert, Co of Riverside, Riverside Co Library Dist, City of Indian Wells Annex, Supervisor Rd Dist 4, Rancho Mirage Library Dist, Rancho Mirage Fire Assn, Dist, Desert Sands USD, Palm Springs USD, Desert CCD, Riverside Co Superintendent of Schools, Riverside Co Regional Park and Open Space Dist, Coachella Valley Public Cemetery, Desert Hospital, Coachella Valley Mosq & Vec Control Dist, Coachella Valley Rec & Park Dist, Coachella Water Dist Impr Dist 80, Coachella Valley Water Dist Storm Water Unit		2014-00167698	L&M	Ginetta Giovenco, Richards Watson & Gershon, L.A. office (213) 626-8484	ROPS 14-15A Dispute re rejection of previously approved stipulated judgment concerning affordable housing obligations	Not Scheduled				

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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
109	Palm Springs + SA	3/14/13	<del>Matosantos, Elaine Howle (as trustee)</del> BOE, PS Housing Investors, LP	Co of Riverside, Palm Springs USD, Desert CCD, Riverside Co Office of Ed, Riverside Co FCWCD, Palm Springs Cemetery Dist, Desert Healthcare District, Coachella Valley Mosquito & Vector Control Dist, Desert Water Agency, Coachella Valley Water Dist, Coache	<del>Dismissed</del> Dismissed Elaine Howle on 4/11/2013. TRO denied on 4/11/2013. Complaint filed by -X housing investors - demurrer 4/18/2014 at 10:00 a.m. Amended x-complaint filed 4/29 PS Housing Investors - 4/18/2014 demurrer hearing - demurrer sustained with leave to amend on 1st, 2nd, 3rd causes of action overruled as to 4th cause of action - amended x-complaint filed 4/29	2013-80001440	Dept. 24 (Change)	Douglas Holland, M Lois Bobak, Omar Sandoval, Woodruff, Spradlin & Smart APC, Costa Mesa (714) 558-7000	Due Diligence Review Dispute re LMIF Funds	10/31/2014 1:00 PM No. Demurrer			DDR LMIFH
110	Paramount + Successor	8/13/13	Matosantos, Wendy Wainabe A/C	Los Angeles Co., Los Angeles Co Consolidated Fire Prot. Dist., Los Angeles Co Lighting Maintenance Dist No. 10066, Downey Cemetery District, Greater Los Angeles Co Vector Control Dist., Compton USD, Paramount USD, Compton CCD, Water Replenishment Dist of S	reassigned from Dept. 14 (Balonon)	2013-80001605	Dept. 24 (Change)	Michael Colantuono, Holly Whaley, Colantuono Highsmith & Watley, Los Angeles CA office (213) 542-5700	ROPS and Other Funds Due Diligence Review Dispute re Third-Party OPA	Not Scheduled			ROPS Dispute

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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
111	Pasadena + Pasadena Community Development Commission, Marilyn Diaz, Cheryl Hubbard	12/27/2012 (Appeal filed 3/11/13)	Matosantos, Watanabe		Dept. 54 Ex parte Application for TRO file concurrently with complaint - TRO granted re ROPS III; Prelim Injunction hrg 1/17/2013 - WRIT GRANTED 1/28/2013 - Notice of appeal filed 4/26/13 (C073654) related to C064907, 65329 & 65390) Appellants - Fully briefed including supplemental briefing scheduled for 6/13/2014	2012-00134585 C073654	Dept. 47	Kane, Ballmer & Berkman Murray Kane, Guillermo Frias, Edward Kang (213) 617-0480 Bruce Tepper, A.L.C., (213) 551-6590	ROPS Dispute re DOF rejection of Validated Reimbursement Agreement / Pension Bonds as EOs	3/16/2013 at 8:30 a.m. for trial 2/9/2015 at 1:30 p.m. in Dept. 59 for MSC - Oral Argument set for Tuesday, July 22, 2014, at 9:30 a.m. ROPS, P.1	Writ Denied	Appeal Pending	
112	Reebler, Gerald (Santa Ana - commercial property owner in Santa Ana and party to 1984 Judgment)	6/7/2012 (Appeal filed 4/18/13)	DOF, A.C. Santa Ana as SA	none	ABIX-26 (order on related cases denied) DOF denied earlier judgment for plaintiff was an enforceable obligation; TRO denied 6/14; petition hearing 2/1/13 - writ denied; Notice of Appeal filed 5/1/13 (C073698) Appellants opening brief due 1/13/2014	2012-80001172 C073698	Dept. 29 (Frawley)	Carrie Hempel, Robert Solomon at UCI School of Law 949-824-9719	ROPS Dispute re DOF rejection of tax increment payment obligations under 1984 Stipulated Judgment in Reverse Validation Action, which requires LMH set-aside and funding for particular redevelopment project) as an EO	2/7/2013	Writ Denied	Appeal Pending	ROPS Dispute
113	Petaluma + SA	4/11/2013 (Appeal filed 4/18/13)	Matosantos, Sundstrom	Sonoma County Transportation Authority, DOT	Hearing scheduled 10/4 11:00 a.m. - opening 8/20, opposition 9/9 and reply 9/23 PETITION DENIED - appealed -	2013-80001459 C073812	Dept. 14 (Balonon)	Eric Danly, Deborah Fox, Donte Foronda, Meyers Nave Oakland 9510) 808-2000 Substitution of Attorney filed at Court of Appeal (4/22/14) for J. Leah Castella - Burke Williams	ROPS Dispute re use of bond proceeds and other obligations for highway infrastructure project	10/4/2013	Writ Denied	Appeal Pending	ROPS Dispute

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114	Petaluma + SA	11/26/2012 (Appeal filed 8/2/13)	Matosantos, Sundstrom, County of Sonoma	Sonoma County Transportation Authority, DOT	Petition DENIED - Appealed - opening brief due 6/2/2014	2012-80001321 CO74490	Dept. 29 (Frawley)	Eric Danyl, Deborah Fox, Erika Randall, Meyers Nave Riback Silver, & Wilson in Los Angeles (213) 626-2906 dfox@meyersnave.com erandall@meyersnave.com Substitution of Attorney filed at Court of Appeal (4/22/14) for J. Leah Castella - Burke Williams	ROPS Dispute re EOs / DOF rejection of RPTTF and bond proceeds for highway infrastructure improvements pursuant to agreements between City and third parties	10/4/2013	Writ Denied	Appeal Pending	ROPS Dispute
115	Pico Rivera, + SA	12/10/13	County of LA, LA Co Consolidated Fire Prot Dist, Wendy Watanabe a/c	Los Angeles Co Public Library Dist, LA Co Flood Control Dist, Grater LA Co Vector Control Dist, LA Co Sanitation Dist No 2, Water Replenishment Dist of So Cal, LA County CCD, Rio Hondo CCD, LA Co Office of Ed, Montebello USD, El Rancho USD	Demurrer filed 3/28/2014	2013-80001706	Dept. 31 (Kenny)	Jeffrey Oderman, William H. Inrke, Jennifer Farrell, Ruzan Tucker, Costa Mesa (714) 641-5100	Pass-through agreement dispute: challenge re validity and enforceability of certain provisions of pass-through agreement and dispute over administration and implementation of same	8/17/2014 9:00 a.m. Demurrer Hearing			Pass through
116	Pinole, City of + SA	11/22/13	Cohen, Chiang, BOE, Campbell a/c	West Contra Costa USD, City of Pinole, Co of Contra Costa, Contra Costa CCD, East Bay Regional Park Dist, West Contra Costa Health Care Dist, East Bay MUD, Contra Costa Co Library, Contra Costa Co Office of Ed, Bay Area Rapid Transit Dist, West Co Westavia	Hearing scheduled 5/9/2014 9:00 a.m., opening 3/10/2014, opposition 4/9/2014, reply 4/24/2014 - tentative ruling order to appear	2013-80001692	Dept. 29 (Frawley)	Benjamin Reyes, Deborah Fox, Diane Foronda, Eric Casher, Meyers Nave, Oakland office (510) 808) 2000	Challenge to DDR determination and Controller's order to return assets	5/9/2014 9:00 a.m.	Writ denied	Judgment entered 6/11/2014	DDR

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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearings Date	Hearing Results	Stippling	Main Issue Prevented
117	Pittsburg Unified School District	8/7/2013	SA to City of Pittsburg, Robert C. Campbell a/c, Co of Contra Costa, City of Pittsburg	None	reassigned from Dept. 54 - Order on Cross Motions for Preliminary Inj - Successor Agency motion granted, School Dist motion denied per application of "reverse waterfall" and subordination of pass-through payments (8/27/2013)	2013-00142758	Dept. 42 (Summer)	Roy A. Combs, Kimberly A. Smith, James R. Traber, Fagen Friedman & Fulfrost Oakland office (510) 550-8200	Pass-through payment dispute	8/9/2013	Writ granted	Dismissed	Pass through
	Poway + SA + Housing Auth	8/14/14	Cohen, Sandoval	None		2014-80001923	Dept. 42 (Summer)	Murray Kane, Deborah Rhoads, Edward Kang, Kane Ballmer, Berkman, Los Angeles office (213) 617-0480	Dispute re transfer and availability of housing funds allocated pursuant to 1994 settlement agreement to housing successor	Not Scheduled			
118	Rancho Cordova + SA	12/28/2012 (Appeal filed 3/10/14)	Mansanos, Valverde, Chang, BOE		PETITION DENIED - appeal filed 3/10/14 and abandoned on 3/19/14	2012-80001356 C976624	Dept. 42 (Summer)	David Skinner, Adam Lindgren, Dania Foronda Meyers Nave Riback Silver & Wilson (916) 556-1531	ROPS Dispute re EOs / DOF rejection of Loans between Agency and City (H&S Code \$34171(d)(2))	11/15/2013	Writ Denied	Appeal Abandoned	
119	Redlands + SA	8/16/13	Mansanos, Walker	Co of San Bernardino, San Bernardino Co Flood Control Dist, San Bernardino County Superintendent of Schools, San Bernardino CCD, Redlands USD, Inland Empire Resource Conservation Dist, San Bernardino Valley Water Cons. Dist, San Bernardino Valley Muni Wat	Hearing set for 4/11/2014 at 10:00 a.m. - briefing per statute	2013-80001610	Dept. 29 (Frawley)	Harriet A. Steiner, Ethan Walsh, Sigrid Asmundson, Best Best & Krieger, Sacramento office, (916) 325-4000 and Daniel McHugh, City Attorney	True-up Payment Dispute and ROPS Dispute re true-up payment and ROPS loan agreements with city from city water fund	4/11/2014 10:00 a.m	Writ granted	Judgment entered	True Up



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120	Redwood City + Redwood City as Housing Successor SA	3/22/2013 (Appeal filed 4/28/14)	Ana J. Matosantos & BOE, Bob Adler	Legal Aid Society of San Mateo County	notice of related case to Legal Aid Society 80001449 granted, WRIT DENIED	2013-80001447 C076431	Dept. 42 (Summer)	Iris P Yang Sigrid Asmundson, BBK, Sacramento office (916) 325-4000, Pamela Thompson City Attorney	ROPS and LMIF DDR Dispute re affordable housing fund established pursuant to 1990 settlement agreement	11/7/2013	Writ Denied	Appeal Pending	ROPS Dispute
121	Ridgecrest + SA	3/11/13	Matosantos, Mary B. Bedard, CPA, State of California, DOF, Sierra Sands Child Dev. Education Dist., Kern Co Water Agency, Kern CCD, Sierra Sands USD, East Kern Resource Conservation Dist., Cohen	None	reassigned from Dept. 14 (Baloon) -amended petition filed - 2nd amended petition filed 6/12/2014	2013-80001438	Dept. 24 (Chang)	W. Keith Lemieux, Christine Carson, Lemieux & O'Neill, Westlake Village, CA (835) 495-4770	ROPS Dispute re Senior Housing Commitment Agreement and Due Diligence Review Dispute re LMIF funds for same project senior housing project	Not Scheduled			ROPS Dispute
122	Riverside, City of + SA, Scott C. Barber, Belinda Graham, Emilio Ramirez	2/27/2013 (Appeal filed 9/27/13)	Matosantos, Paul Angulo	Alvord USD, Riverside County FCWCD, County of Riverside, Riverside Co Regional Park and Open Space Dist., Riverside Co Office of Ed, Edgemont CSD, Jurupa Area Rec and Park Dist., Metro Water Dist., Moreno Valley USD, Northwest Mosquito and Vector Control Dis	resigned from Dept. 14 (Baloon) Hearing 6/21/2013 10 a.m. Slip and order for briefing - opening 5/6 - opposition 5/28, reply 6/6 Writ granted as to enforceable obligations on 6/27/2013 - Appeal filed (C074866) -	2013-80001421 C074866	Dept. 24 (Chang)	T. Brent Hawkins, Harriet Steiner, Sigrid Asmundson, BBK, Sacramento office (916) 325-4000 and Gregory Priamos, City Attorney	ROPS III Dispute re Use of 2007 TA Bonds, Cooperative Agreement, and Enterprise Fund Loans	6/21/2013	Writ granted in part	Appeal Pending	ROPS Dispute

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
123	Riverside, County of SA, Housing Authority	3/1/13	DOF, Matosantos, BOE, Paul Angulo	Cardenas Markets, Inc., GKK Works, CTE, Inc., Alliant Consulting, Inc., Desert Alliance for Community Empowerment, Inc., Riverside Construction, Inc., Wildomar Tres Lagos Limited Partnership	Reassigned from Dept. 14 (Balonon) Hearing 12/20/2013 10:00 a.m. - opening 1/08, opposition 1/18, reply 12/4 - Agreement reached on TRO	2013-80001425	Dept. 24 (Chang)	Thomas Barth, Barth Tozer & Daley, Sacramento (916) 440-8600; Pamela Walls and Antia Willis, County Counsel, County of Riverside (951) 955-6300	ROPS III Dispute re use of 2011 bond proceed and reclassification of obligations as administrative costs; Due Diligence Review Dispute re LMH Funds	1/3/2014	Writ Denied		ROPS Dispute
124	Riverside New Car Dealers Assoc & Riverside City + SA	12/20/13	Michael Cohen, Paul Angulo,	Akord USD, Riverside County FCWCD, Riverside Co Regional Park and Open Space Dist, Riverside Co Office of Ed. Edgemont CSD, Jiruga Area Ace and Park Dist, Metro Water Dist, Moreno Valley USD, Northwest Mosquito and Vector Control Dis	Reassigned from Dept. 14 (Balonon)	2013-80001715	Dept. 24 (Chiang)	Juliet Cox, Xochitl Carrion, Goldfarb & Lipman Oakland of Gregory Priamos, Kristi Smith, Rina Gonzales, City of Riverside (951) 826-5567	ROPS Dispute re whether Business Improvement District (BID) agreement is an enforceable obligation	7/25/2014 11:00 a.m.	Writ denied		ROPS Dispute
125	Sacramento SA + OB	9/10/13	Matosantos, Chiana, Valverde, DOF	700 Block, LLC, Downtown Sacramento Revitalization Corporation, Sacramento County, City of Sacramento, Sacramento Public Library Auth, Sacramento City USD, Twin Rivers USD, Natomas USD, North Sacramento Elementary School Dist, Los Rios CCD, Sacramento-Yol	5/30/2014 9:00 a.m. hearing reclassified as a status conference and reset to 6/27/2014 10:00 a.m.; 6/27/2014 10:00 a.m. taken off calendar - case settled on 6/21/2014	2013-80001637	Dept. 31 (Kenny)	James Sanchez, Sheryl Patterson (City Attorney office), Nancy Miller, Jennifer Gore, Miller & Owen, Sacramento Office (916) 447-7933	ROPS an Dispute re third-party DDA approved by Oversight Board and not objected to by DOF within time required under H&S Code 341.79(h)	None	Settled		ROPS Dispute

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
126	Salinas S.A., Salinas	3/27/13	Matosantos, Michael Miller Auditor-Controller of Monterey County	County of Monterey, Monterey County Water Resources Agency, Spreckles Memorial Dist, Salinas Valley Memorial Healthcare Dist, North Salinas Valley Mosquito Abatement Dist, Moss Landing Harbor Dist,	DISMISSED	2013-80001422	Dept. 14 (Balonon)	Vanessa Vallara, Christopher Callihan, City Attorney, Lynn Hutchins, Juliet Cox, Goldfarb & Lipman Oakland office (510) 836-6336	ROPS III Dispute re Public Parking Garage Agreement and Certificates of Participation, DOF refusal to consider amended ROPS, permissible Oversight Board costs, and affordable housing monitoring costs as an EO	None	Dismissed	Dismissed	ROPS Dispute
127	San Bernardino, City of	3/26/13	State of CA, Chiang; State Controller; Matosantos; DOF; Larry Walker; Co of San Bernardino; Cynthia Bridges; BOE	None	scheduled for hearing 8/22/2013 at 1:30 p.m. per stipulation and order	Central Dist BK Court, 6:12-bk-28006-MJ refiled as 6:13-ap-01127	None	James Fenman, Jolena Grider, Donn Dimichele City Attorney (909) 384-5335	Due Diligence Review Dispute: Action to enforce automatic BK stay to prevent withholding of sales and use tax and property tax revenues	N/A	N/A	N/A	DDR Other Funds
128	San Bernardino, County of +SA	2/27/2013 (Appeal filed 7/31/13)	Matosantos	Larry Walker a/c, County Service Area 70, Improvement Zone Cedar Glen	Hearing 5/24/2013; Petition DENIED - Notice of Appeal filed (C074413) - Fully briefed	2013-80001420 C074413	Dept. 14 (Balonon)	Jean-Rene Basle, Michelle Blakemore, San Bernardino County Counsel and J. Leah Castella, lcastella@bwslaw.com, Susan Bloch, sbloch@bwslaw.com, Nicholas Muscolino, nmuscolino@bwslaw.com, Burke Williams Sorenson-Oakland office (510).273.8780	ROPS Dispute re loan agreements (including \$10 million loan from County General Fund related to wildfire), Due Diligence Review Dispute re LMIH replacement obligations	3/24/2013	Writ Denied	Appeal Pending	ROPS Dispute
129	San Diego, City of	1/14/13	Matosantos, Chiang, Sandoval	None	Reassigned from Dept. 14, (Balonon) Hearing 10/27/2013 10:00 a.m. taken under submission - Amended petition filed 1/23/2014 rescheduled hearing to 8/1/2014, rescheduled to 8/1/5 and then to 11/14	2013-80001364	Dept. 24 (Chang)	City Attorney Jan Goldsmith, Andrew Jones, Don Worley, George Shaefer, Kevin Reisch (619) 533-5800	ROPS III Dispute re Ballpark Coop Agreement btwn City and SA	11/14/2014 11:00 a.m			ROPS Dispute

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
130	San Diego, City of as SA	2/15/2013 (Appeal filed 2/13/14)	Matosanos, John Chiang, Tracy Sandoval	None	Hearing rescheduled to 9/6/2013 @ 10 a.m. no briefing schedule set	2013-80001409 C075865	Dept. 14 (Balonon)	City Attorney Jan Goldsmith, Andrew Jones, Don Worley, George Shafer, Kevin Reisch (619) 533-5800	ROPS III Dispute re Obligation to complete and fund Naval Training Center shoreline improvements as an EO (involves base closure agreement w/ Fed Gov't)	9/6/2013	Writ denied	Appeal Pending	ROPS Dispute
131	San Diego, City of as SA	2/15/2013 (Appeal filed 3/31/14)	Matosanos, John Chiang, Tracy Sandoval	None	Notice of Hearing filed 10/18/2013 10:00 a.m. no briefing schedule set -	2013-80001410 C076019	Dept. 14 (Balonon)	City Attorney Jan Goldsmith, Andrew Jones, Don Worley, George Shafer, Kevin Reisch (619) 533-5800	ROPS III Dispute re Long Term Debt Agreement between City and Former RDA, including applicability of Health & Safety Code §34178(b)(1) exception	10/18/2013	Writ denied	Appeal Pending	ROPS Dispute
132	San Diego, City of as SA	2/19/13	Matosanos, John Chiang, Tracy Sandoval	None	Dept. 14 (Balonon) - reassigned to TRO denied 3/26 - amended petition filed 4/3 - hearing scheduled for 4/4/2014 at 11:00 a.m. - dismissed on 2/14/2014	2013-80001411	Dept. 24 (Chang)	City Attorney Jan Goldsmith, Andrew Jones, Don Worley, George Shafer, Kevin Reisch (619) 533-5800	ROPS III Dispute re Oversight Board legal expenses (Enforceable obligation payable from RPTTF vs Administrative Cost) and permissible funding sources for such legal expenses	4/4/2014	Dismissed	Dismissed	ROPS Dispute
133	San Diego, City of as SA	4/8/13	Matosanos, Tracy Sandoval, BOE	None	Reassigned from Dept. 14 (Balonon) TRO Denied on 4/25/2013 hearing reset for 10/10/2014 at 11:00 a.m. - opening 7/11/2014, opposition 9/5/2014, reply 9/25/2014	2013-80001454	Dept. 24 (Chang)	Mehan Ashley Watton City Attorney office (619) 533-5800	Due Diligence Review Dispute re LMIF Funds a.m.	10/10/2014 11:00			DDR LMIF
134	San Diego, City of as SA	12/21/12	Matosanos, John Chiang, Tracy Sandoval	Connections Housing Downtown LP	Dismissed 2/4/2013	2012-80001347	Dept. 42 (Summer)	City Attorney Jan Goldsmith, Andrew Jones, Don Worley, George Shafer, Kevin Reisch (619) 533-5800	ROPS III Dispute re DOJ rejection of DDA for homeless shelter as an EO Homeless shelter under DDA (not previously disputed on ROPS I or II)	None	Dismissed	Dismissed	ROPS Dispute

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
135	San Diego, City of as S.A	6/25/13	Matosantos	None	Hearing set for 2/14/2014 at 9:00 a.m. DISMISSED	2013-80001544	Dept. 31 (Kenny)	City Attorney Jan Goldsmith, Andrew Jones, Don Worley, George Shaefer, Meghan Wharton (619) 533-5800	ROPS Dispute re Expenditure of pre-2010 non-housing bond proceeds during ROPS 13-14 time period (after receipt of Findings of Completion)	2/14/2014	Vacated	Dismissed	ROPS Dispute
136	San Diego, City of as S.A	7/10/2013 (Appeal filed 8/22/2014)	Matosantos, Chiang, Sandoval	None	Hearing set for 1/10/2014 at 1:30 p.m. - briefing - opening due 11/12/2013, opposition due 12/12/2013, reply due 12/26/2013 Tentative Ruling issued - Petition denied - TAKEN UNDER SUBMISSION -	2013-80001555 C076687	Dept. 42 (Summer)	City Attorney Jan Goldsmith, Andrew Jones, Don Worley, George Shaefer, Meghan Wharton (619) 533-5800	ROPS Dispute re Outstanding Balance owed to City under MOU for Harbor Drive Pedestrian Bridge	1/10/2014	Writ Denied	Appeal Pending	ROPS Dispute
137	San Diego, City of as S.A	7/10/13	Matosantos, Chiang, Sandoval	None	Hearing set for 3/7/14 @ 9 a.m. - RESCHEDULED TO 6/20/2014 9:00 a.m. - opening 4/16/2014, opposition 5/16/2014, reply 6/5/2014; rescheduled hearing to 11/14/2014 - opening 9/5/2014; opposition 10/6/2014; reply 10/20/2014	2013-80001556	Dept. 31 (Kenny)	City Attorney Jan Goldsmith, Andrew Jones, Don Worley, George Shaefer, Meghan Wharton (619) 533-5800	ROPS Dispute re Naval Training Center HUD/City Section 108 Loans	11/14/2014 9:00 a.m.			ROPS Dispute
138	San Diego + SA	5/5/14	Cohen, Chiang, Sandoval	None	11/21/14 opening; 12/19/14 opposition; 1/15/15 replies	2014-80001824	Dept. 24 (Chang)	City Attorney Jan Goldsmith, Andrew Jones, Don Worley, George Shaefer, Meghan Wharton (619) 533-5800	Other Funds and Accounts (OFA) Due Diligence Review (DDR) Dispute re Repayment of City Loans	1/30/2015 at 10:00 a.m.			DDR Other Funds

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
139	San Fernando - SA	6/28/13	Watanabe, Matosantos, BOE	none	hearing set for 5/22/2014 at 10:00 a.m. - opening 2/4/2014, opposition 3/25/2014, reply 4/17/2014 - parties working on settlement - extension of supplemental briefing - Respondent's brief due 9/11/2014 - Reply brief due 10/16/2014 - notice of settlement to be filed on or before 6/11/2014	2013-80001550	Dept. 29 (Frawley)	Rick Alvarez (City Attorney), David Gondek, Matthew Kelly, Olivarez Madrugada, Los Angeles (213) 744-0099	ROPS Dispute re 1946 voter-approved pension special tax ("Retirement Tax Override"), True-Up Payment, Refund Dispute	5/22/2014 10:00 a.m.	Tentative Ruling writ granted	under submission further briefing	ROPS Dispute
140	San Jose - SA	12/4/12	California Director of Finance Ana Matosantos, BOE, Santa Clara County Auditor-Controller VINOD Sharma	County of Santa Clara, Franklin-McKinley School District, Oak Grove School District, Orchard Elementary School District, San Jose USD, Santa Clara USD, East Side Union High SD, West Valley Mission CCD, San Jose Evergreen CCD, Santa Clara County Office of	Settled - Stip. Judgment entered 12/18/12 - Judgment entered 1/3/2013	2012-80001327	Dept. 29 (Frawley)	Richard Doyle, Nora Frimann, Ardell Johnson, City Attorney Office 408-535-1900	True-up Payment Dispute	None	Judgment Entered	Stipuled Judgment	True Up
141	San Jose as SA	6/26/2012 (Appeal filed 8/14/13)	Santa Clara County - its director of finance	none	ABIX-26 - Answers on file; County of Santa Clara filed CCP 170.6 motion to disqualify Judge Balonon Petition hearing scheduled 4/5/2013 1:30 p.m. Statement of Decision issued 6/24/13 re Writ - granted in part and denied in part - Appellants reply brief extended to 7/28/14	2012-80001190 C074539	Dept. 42 (Summer)	Richard Doyle, Nora Frimann, Ardell Johnson, City Attorney Office 408-535-1900	Pass Through Agreement dispute re County withholding of PERS property tax levy (County Measure 13); Breach of Contract; Interference with Contractual Relations; Breach of Fiduciary Duty; Negligence	4/5/2013	Writ granted in part	Appeal Pending	Pass Through

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiff's Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
	San Leandro + SA	1/17/13	Alameda Co Auditor Controller, Matosantos, BOE, Alameda County SA	Alameda Co, Alameda Co Office of Ed, Alameda Co Fire Dept, Alameda Co FCWCD, Alameda Co Mosquito Abatement Dist, Alameda-Contra Costa Transit Dist, Bay Area Air Quality Management Dist, San Francisco Bay Area Rapid Transit District, Ch	Stp Judgment entered 12/7/2013 - judgment entered 3/21	2013-80001367	Dept. 31 (Kenny)	Jayne Williams, Deborah Fox, Enka Randall, Meyers Nave Los Angeles office (213) 626-2906, dfox@meyersnave.com, erandall@meyersnave.com	True-up Payment Dispute	None	Judgment Entered	Stipulated Judgment	True Up
142													
	San Leandro + SA	2/26/13	Patrick O'Connell, Matosantos, BOE	Alameda Housing Associates, Bridge Norcal, LLC	amended petition filed 3/27 - Dismissed without prejudice on July 22, 2013	2013-80001418	Dept. 14 (Balonon)	Jayne Williams, Deborah Fox, Dante Foronda, Meyers Nave, Rback etc Los Angeles (213) 626-2906	Due Diligence Review Dispute re LMH Funds	None	Dismissed	Dismissed	DDR LMHF
143													
	San Leandro, City + SA	12/12/13	Cohen, O'Connell a/c, Chiang, BOE	Co of Alameda: Alameda Co Office of Ed, Alameda Co Fire Dept, Alameda Co Flood Control & Water Conservation Dist, Alameda Co Library, Alameda Co Mosquito Abatement Dist, Alameda Contra Costa Transit Dist, Bay Area Air Quality Management Dist, San Francisco	Briefing Schedule Opening 5/19/2014; opposition 6/18/2014; replies 7/3/2014	2013-80001708	Dept. 19 (Frawley)	Richard Pio Roda, Dante Foronda, Meyers Nave, Oakland office	ROPS Other Funds	7/18/2014 10:00 a.m	Tentative Ruling - Notice to Appear		ROPS Dispute
144													

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiff's Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
145	Santa Ana * SA, Housing Authority	4/29/2013 (Appeal filed 8/23/2013)	Matosantos, BOE, Jan Grimes	Gerald Peebler, John Albert, Maria Rodriguez, Jack Engle, Albert Gibson, Junior Lee Edwards, Henry Lomakin, Robert P. Gonzales, Evangelina Avalos	Related to Cuenca TRO identified - Notice of Appeal denied - Hearing scheduled for 8/8/2014 10:00 a.m. - opening brief 6/24/2014 - opposition 7/14/2014 - reply 7/24/2014	2013-80001477 C074528	Dept. 14 (Balonon)	Mrs P Yang, Ethan Walsh, Irene Zurko, BBK, Sacramento office (916) 325-4000	ROPS & Due Diligence Review Dispute re DOF rejection of transfer of LMIF funds to Housing Asser. Fund pursuant to five stipulated judgments, as well as related DDAs.	8/8/2014 10:00 a.m	Writ denied	Appeal abandoned	ROPS Dispute
146	Santa Ana Station District LLC, Santa Ana Station District Housing Partners LP, Santa Ana Station District II Housing Partners LP	2/22/13	Matosantos, Chiang, State, DOF, City of Santa Ana, SA, County of Orange, Auditor/Controller, Grimes, Orange Co Cemetery District, Orange Co Vector Control District, Orange Co Transit Authority, Orange Co Sanitation District, Orange Co Dept of Ed, Santa A	None	TRO granted 3/5/2013 - case settled and dismissed 3/20	2013-80001416	Dept. 14 (Balonon)	William Ibric, Jennifer Farrell, Rusan Tucker Costa Mesa (714) 641-5100	Due Diligence Review Dispute re LMIF Funds currently in escrow accounts for specific affordable housing projects pursuant to 2010 DDA	None	Settled	Dismissed	DDR LMIF
147	Santa Clara, County, Office of Education	3/11/13	Milpitas Economic Dev Corp, City of Milpitas, SA	John Chiang, Matosantos, DOF	related to 1508 reassigned to after 1/0.6 of Dept. 14 (Balonon) stipulation to file 2nd amended petition - Hearing 6/20/2014 9:00 a.m court rescheduled hearing on 5/7/14 to 11/14/2014 9:00 a.m	2013-80001436	Dept. 31 (Kenny)	Lori Peigs, Ory Korb, Steve Mitra, E Ray Ruiz, Office of the County Counsel (408) 299-5900	Dispute re transfer of assets from Milpitas RDA to Milpitas Economic Dev Corp	11/14/2014 9:00 a.m			DDR Other Funds



Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
148	Santa Fe Springs + SA	6/7/13	Matosantos, BOE, Wendy Watanabe a/c	Los Angeles Co, Los Angeles Co Flood Control Dist, Consolidated Fire Protection Dist, Greater Los Angeles Co Vector Control Dist, Little Lake Cemetery Dist, Water Replenishment Dist of Southern CA, Cerritos CCD, Rio Gondo CCD, ABC Unified SD, Little Lake	Opening brief 7/11/2014; Opposition 8/25/2014 and replies 10/9/2014	2013-80001528	Dept 42 (Summer)	Holly O. Wheatley, David J. Ruderman, Matthew T. Summers, Colantuono Highsmith & Watley PC, LA office (213) 542-5700	Due Diligence Review Dispute re Other Funds (repayment of three loans from City)	10/24/2014 10:30 a.m			DDK Other Funds

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented	
149	Santa Maria + SA	8/7/14	Cohen, State of CA, DOF	Robert W. Geis, Co of Santa Barbara, Co A/D, Allan Hancock CCD, Ballard School Dist, Blochman USD, Buellton USD, Cachuma Res Cons Dist, Carpinteria Cemetery Dist, Carpinteria Mosq, Abatement Dist, Carpinteria Sanitary Dist, Carpinteria USD, Carp- Summerland Fire Port Dist, City of Carpinteria Lighting #1, Cold Spring School Dist, College School Dist, Co School Services Fund, Co Service Area #1, 3, 31, 4, 5, Cuyanna USD, Cuyanna Valley Roc Dist, Ed Rev Aug Fond, Embarcadero Muni Impr, Goleta Cem, Goleta Sanitary, Goleta USD, Goleta West		2013-80001918	Depr. 31 (Kenny)	Tiffany J. Israel, June S. Alim, Lora N. Layton, Aleshire & Wynder, Irvine Office (949) 223-1170.	ROPS Dispute re Bonded Inabilities: (dispute over security for bonded Inabilities secured by City lease payments					

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No.	Plaintiff	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results:	Status:	Main Issue Presented
150	Santa Monica + SA, Community Corporation of Santa Monica	DOF, Matosantos, BOE, Watanabe, Los Angeles County Auditor Controller	Santa Monica-Maitibu USD, LA Co Fire Dist, LA Co Dept of Public Works, Co of LA, LA West County Vector Control District, Metro Water Dist of So Cal, LA Co Office of Ed, 2802 Pico, LP, 430 Pico, LP, High Place East LP, Fame-Santa Monica Senior Apartments L	Dept. 14 (Balonon) reassignment from stipulation and judgment filed Dismissed Ocean Park Community Center, Santa Monica Housing Partners LP and Related/Santa Monica Village LLC	2013-80001382	Dept. 24 (Chang)	Marsha Jones Mourie, Joseph Lawrens, Susan Cola (City Attorneys), Murray Kane, Guillermo Frias, Kane Ballmer & Berkman LA (213) 617-0480 (atty for City and SA), Lisa Schwartz Tudzin, Law Office of Michael Tudzin Woodland Hills (818) 887-1000 (atty for Co	ROPS III Dispute re Monitoring Costs, Aff Housing Project Loan Agreements by City and Use of Proceeds; Due Diligence Review Dispute re LMH Funds; Interference with Contract	None	Judgment Entered	Stipulated Judgment	ROPS Dispute
151	Santa Rosa Cannery, LLC + Railroad Square Associates, LLC	DOF, Sonoma County A-C Sundstrom	Burbank Housing, Inc., City of Santa Rosa + SA	Hearing 5/17/2013 10 a.m., Opening 4/2, Opposition 4/23, Reply 5/2 DISMISSED ACTION	2013-80001394	Dept. 14 (Balonon)	Charles R. Olson, Frank R. Perrilli, Stein & Lubin San Francisco (415) 981-0550	Action by affordable housing developer, ROPS III Dispute re DOF rejection of project funding agreements; impairment of contract	None	Dismissed	Dismissed	ROPS Dispute
152	Santa Rosa + SA	Cohen, David Sundstrom	Co of Sonoma, Sonoma Co Water Agency, Marin-Sonoma Mosquito and Vector Control Dist, Bay Area Air Quality Manag Dist, Sonoyome Resource Cons Dist, Bellevue Union Elementary School Dist, Piner-Oliver USD, Roseland School Dist, Santa Rosa Film School Dist	Briefing Schedule Opening 7/22/2014; Opposition 9/8/2014; replies 10/2/2014 - matter rescheduled to 12/19/2014 10:00 a.m. - new briefing schedule Opening 9/15/14; Opposition 11/4/14; Reply 12/4/2014	2014-80001759	Dept. 29 (Frawley)	Iris Yang, Signid Asmundson, BBK Sacramento office	ROPS Dispute re re-entered Successor Agency/City agreements (H&S Code 34178(a))	12/19/2014 10:00 a.m			ROPS Dispute
153	Selma as SA	DOF, AC	none	ABJ X-26 and AB1484. Related to 1397 (below) Ex Parte App for TRO denied on 7/25/12. DOF answer filed 8/2/12	2012-80001199	Dept. 29 (Frawley)	Neal Costanzo, Michael Slater Fresno 559-261-0163	ROPS Dispute re Rejection of RPTTF for Late ROPS II, RPTTF Distribution Dispute with AC	Not Scheduled			ROPS Dispute

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
154	Selma as SA	1/23/13	Matosantos Vicki Crow a/c	None	reassigned to Frawley after notice of related action with 1/19/13 (above) - 1st amended petition filed 8/8/2013	2013-80001397	Dept. 29 (Frawley)	Neal Costanzo, Michael Slater Fresno 559-261-0163	ROPS III Dispute re correction of prior ROPS; Due Diligence Review Dispute; True-Union Payment Dispute	Not Scheduled			ROPS Dispute
155	Sharma, Santa Clara County Auditor Controller + Co Office of Ed	2/8/13	Santa Clara SA, City of Santa Clara, Housing Authority of the City of Santa Clara, Santa Clara Stadium Authority, Sports & Open Space Authority of the City of Santa Clara	Ana J. Matosantos, DOF, Office of the Controller, Chiang	reassigned from Dept. 14 (Balonon) First Amended Petition filed 5/1/13 Petitioner's Motion for Preliminary Injunction granted; Writ hearing of 2/14 vacated by the Court 8/8/2013	2013-80001396	Dept. 42 (Sumner)	Lori Pegg, Ory Korb, Lizanne Reynolds, Office of the County Counsel (408-299-5900)	Challenge re transfer of RDA assets post-Dissolution Act to City, Housing Authority, and Stadium Authority (includes causes of action for unjust enrichment, conversion, and violation of mandatory duty under Gov Code 815.6, requests constructive trust)	2/14/2014	Vacated	Vacated	
156	Smart Growth Investors II, LLC, Bridge District Riverfront LLC	2/15/2013 (Appeal filed 12/24/13)	Matosantos & DOF	City of West Sacramento, Successor Agency	notice of related case to 80001406 (West Sac) - Hearing date set for 9/20 at 9:30 a.m. - answers due 5/3, opening 6/20, opposition 8/5, reply 9/5 - PETITION DENIED	2013-80001405 C075494	Dept. 14 (Balonon)	Jonathan Bass, Charmaine Yu, Bejan Fanibanda, Coblenz, Paich Duffy & Bass LLP San Francisco office (415) 391-4800	ROPS I & III Dispute re Financing Agreement w/ Former West Sacramento RDA for Bridge District mixed-use redevelopment project as an EO	9/20/2013	Writ Denied	Appeal Abandoned	ROPS Dispute
157	So Cal Assoc of Non-Profit Housing	2/27/2012 (Appeal filed 1/10/14)	DOF, Matosantos, Watanabe, City of Industry, Successor Agency to Industry Urban-Development Agency, Housing Authority of the County of LA, Dept of Housing & Comm Development	None	Ex Parte App for TRO granted on 1/2/2013; OSC re prelim injunction hearing 1/15/2013 at 9:00 a.m.; Motion for Judgment on the Pleadings scheduled for 4/12/2013 - minute order posted 4/12/13 requesting additional briefing and continuing matter to 7/26/13	2012-80001355 C075705	Dept. 31 (Kenny)	Allen J. Abshez, Kaiten Muchin Rosenman (310) 788-4400	ROPS III Dispute re EO / DOF rejection of RHNA set aside payments under Gov Code § 65584.3 specific to City of Industry	4/12/2013	Writ Denied	Appeal Pending	ROPS Dispute

Statewide Summary of Redevelopment Dissolution Litigation

No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
158	So. Cal. Housing Resource & Development, Creekside Land Holding, etc.	6/7/12	DOF	None	ABIX-26. Complete - writ denied and judgment entered on 8/2/2012	2012-80001171	Dept. 33 (Connelly)	Ofer Eitzur, Robert Doy Andrew Fogg at Cox, Castle SF 415-262-5100 eitzur@coxcastle.com, rdoy@, afofg@	ROPS / EO Dispute re DOF rejection of Spring 6/28/2011 DDA/OPA for aF housing project; Impairment of Contract; Unconstitutional Deprivation of Property	7/9/2012 10:30 a.m.	Writ Denied	Judgment Entered	ROPS Dispute
159	Sonoma + SA	7/31/13	Matosantos, Cohen, State of CA, DOF, A/C, Chiang, Co of Sonoma, Sundstrom	None		2013-80001584	Dept. 29 (Frawley)	Mark Austin, Dan Slater, Jennifer Farrell Ruran & Tucker Costa Mesa maustin@ruran.com, dslater@jfarrell@	ROPS Dispute re 2011 Bonds and use of those bond proceeds for pre-AB 1484 third-party contracts	Not Scheduled			ROPS Dispute
160	Sonoma County as SA	1/29/2013 (Appeal filed 11/1/13)	Matosantos, DOF	None	Notice of Related cases filed this case has a hearing date of 8/9/2013 at 10:00 a.m. in Dept. Related to 1537 (below) Hearing rescheduled to 8/23/2013 @ 11 a.m. PETITION GRANTED as to DOF's abuse of discretion re Roseland Village - Appeal filed 11/5/2013	2013-80001378 C075120	Dept. 14 (Balonon)	Bruce Goldstein County Counsel Steve Shupe, Deputy County Counsel (707) 565-2421 John Nagle, Juliet Cox, Rafael Yaquian, Goldfarb Lipman Oakland office (510) 836-6336	ROPS III Dispute re Project Agreements, General Services Agreement, Administrative, True-up Payment Dispute (reimbursement)	8/23/2013	Writ Granted	Appeal Pending	ROPS Dispute
161	Sonoma County SA	6/19/13	Matosantos & DOF	None	related to case 1378 reassigned to Dept. 14 (Balonon) - Hearing rescheduled from 5/9/2014 at 10:00 a.m. - Court vacated 5/30/2014 hearing date due to appeal in case ending 1378 - 11/5/2013	2013-80001537	Dept. 24 (Chang)	Bruce Goldstein County Counsel Steve Shupe, Deputy County Counsel (707) 565-2421 John Nagle, Juliete Cox, Rafael Yaquian, Goldfarb Lipman Oakland office (510) 836-6336	ROPS Dispute (including re-entered agreements, administrative costs); True-Up Payment Dispute	5/30/2014 10:00 a.m.	Hearing vacated		ROPS Dispute

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162	Southgate - SA	8/5/14	Colian	Co of LA, LA Co Gen Fund, LA Co Account Cap Outlay, LA Co Library, LA Co Cons, Fire Prot Dist, LA Co Fire FFW LA Co Flood Contr Imp Dist, Maint, LA Co Flood Control Maint, Downey Cemetery Dist, Greater LA Co Vector Control Dist, Co Sanitation Dist, No 1 Operating, Co Sanitation Dist No 2 Operating, Water Replenishment Dist of So Cal, Co School Services, Children's Institutional Tuition Fund, Cerritos CCD, Compton Comm College Children's Center Fund, LA City Comm College Dist, Downey USD, Co School Services Fund - Downey, Dev Center Handicapped Minors - Downey USD - LA USD, Co None		2014-80001915	Dept. 42 (Summer)	Raul F. Sainis, Nirvy Michelena Monroe, Alvarado Smith, Los Angeles (213) 229-2400	ROPS 14-15A Dispute re rejection of previously approved HUD loan agreement.					
163	Sunnyvale - SA	5/23/13	Matosantos, Vinod K. Sharma	None	Hearing reset to 4/23/2014 at 10:00 a.m. briefings - opening due 45 days prior, opposition 25 days prior, and reply due 15 days prior to hearing	2013-80001499	Dept. 29 (Frawley)	Joan A. Borger City Attorney, Lynn Hutchins, Juliet Cox, Goldfarb & Lipman, Oakland office, (510) 836-6336	ROPS Dispute re repayment agreement, Due Diligence Review Dispute re Other Funds	4/25/2014	Tentative Ruling Writ Denied	Joint decision denied writ	ROPS Dispute	

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164	Syncoora Guarantee (Bond Insurer)	8/7/12	State, DOF, Chiang, AC class	none	ABI X-26 and ABI 484, Ruling - contract impairment claims are premature, evidentiary hearing to be held to assess takings claims - plaintiffs declined courts offer for additional evidentiary hearing on takings claims and anticipate filing stipulated judgment	2012-80001215	Dept. 31 (Kenny);	Kathleen Sullivan, Erika Taggart at Quinn Emanuel L.A. 213-443-3000 Jonathan Pichardt, Brad Rosen at Quinn Emanuel NY 212 849-7000	Impairment of Contracts (State and Federal Constitutions), Constitutional challenge to "Redistribution Provisions" of ABI X26; Inverse Condemnation, Taking of Private Property w/out Just Compensation (Federal Constitution/5th Amendment)	None	Judgment Entered	Stipulated Judgment	Impairment of Contract
165	Tracy + SA	7/19/13	Matosantos, DOF, Weverding et c	None	hearing set for 7/18/2014 at 10:00 a.m. - briefing schedule opening 5/27/2013; opposition 6/16/2014; replies 7/9/2013 reassigned from Dept. 14 (Balonon)	2013-80001570	Dept. 24 (Chang)	Daniel Sodegren, City Attorney (209) 831-6130 and Juliet Cox, Rafael Yacquian, GOLDFARB & LIPMAN LLP Oakland office (510) 836-6336	Due Diligence Review Dispute re Other Funds	7/18/2014 12:00 a.m.	Judgment Entered With Demand	Judgment entered	DDR Other Funds
166	Tulare + SA	9/11/13	Chiang	Tulare Co, Palo Verde Union Elem School Dist, Tulare City School Dist, Tulare Joint UHSD, College of the Sequoias CCD, Kaweah Delta Water Cons Dist, Tulare Public Cemetery Dist, Tulare Co Air Poll Control Dist, Tulare Co Flood Control Dist, Tulare Forest H	Reassigned from Dept. 14 (Balonon) - 1st amended petition filed 8/20/2014	2013-80001638	Dept. 24 (Chang)	Michael Colantuono, Holly Whalley, Colantuono Highsmith & Watley, Los Angeles CA office (213) 342-5700	Asset Transfer Review Dispute with State Controller re (1) reinstated loan agreement and transfer of bond revenue and real property to pay EOs; and (2) Controller's "clawback" order	Not Scheduled			Asset Transfer

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167	Tustin + SA, Tustin Housing Auth	8/29/13	Matosantos, Grimes	Tustin City Lighting Funds, Orange Co Water Dist, Orange Co Transportation Auth., Orange Co Sanitation Dist, Irvine USD, Santa Ana USD, Tustin USD, Rancho Santiago CCD, South Orange Co CCD, Orange Co Dept. of Ed, Co of Orange, Orange Co Flood Control Dist	1st amended complaint to be filed 2/24	2013-80001623	Dept. 29 (Frawley)	David E. Kendig, City Attorney, T. Peter Pierce, Richards Watson & Gershon, Los Angeles Office (213) 626-8484	Due Diligence Review Dispute re LMHF and Other Account Funds (reimbursement agreements concerning redevelopment of Marine Corps Air Station); ROPS Dispute re reimbursement agreement with city, public works agreement, and attorneys' fees	3/21/2014	Writ granted in part	Under Submission	DOR LMHF
168	Twenty-nine Palms +SA	4/24/2013 (Appeal filed 6/13/2014)	Matosantos, DOF, State Controller's office, Shiang, Co of San Bernardino Auditor-Controller, Larry Walker	None	originally assigned to Balonon; reassigned to Kenny following Petitioner's CCP 170.6 motion stipulated judgment contemplated by joint status report - hearing set for 1/24/2014 (notice not appearing online) at 9:00 a.m. Motion to Strike Costs filed 01/14/2014	2013-80001474 C076706	Dept. 31 (Kenny)	A. Patrick Munoz, William Inke, Jennifer Farrell, Rutan & Tucker, Costa Mesa (714) 641-5100	ROPS Dispute re Use of April 2011 bond proceeds and DOF order to cancel or deface bonds; Due Diligence Review dispute re LMHF Funds	1/24/2014	Writ Granted	Appeal Pending	ROPS Dispute
169	Ukiah + SA, Daniel Peterson, Kenneth Fowler	1/22/14	Cohen, Ford et al	County of Mendocino, Ukiah USD, Mendocino Co Office of Ed, Mendocino-Lake CCD, Russian River Cemetery Dist, Mendocino Co Flood Control and Water Cons Impr. Dist, Ukiah Valley Sanitation Dist, Mendocino Co Water Agency, City of Ukiah Parking Dist		2014-80001744	Dept. 31 (Kenny)	Iris P. Yang, BB&K Sacramento office	ROPS Dispute re amended funding agreement and use of 2011 bond proceeds	9/26/2014 9:00 a.m.			ROPS Dispute



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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiff's Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
170	Union City + SA	1/29/2013 (Appeal filed 1/30/14)	Matosantos, O'Connell, Chiang	Chabot-Las Positas CCD, East Bay Regional Park District, Alameda County Water Dist., <del>San Joaquin Dist.</del> , County of Alameda, <del>County of Alameda</del> , <del>Zone 7</del> , Alameda County Flood Control & Water Conservation District, Alameda Co Office of Ed, Ohlone CCD, Fremont	TRO Hearing 2/7/13 -- TRO Denied - Hearing set for 4/19 Dismissals filed as noted to the left - stipulation bifurcating issues Bart Phase 2 funding obligations to be determined on 4/19 - remaining issues to be determined 7/12. Writ Denied re Bart Phase II	2013-80001377 C075780	Dept. 14 (Balonon)	Benjamin Reyes, Deborah Fox, Dane Foronda, Eric Casher, Meyers Nave Oakland Office	ROFS III Dispute re Use of tax allocation bond proceeds; Housing fund asset transfer dispute; True-up Payment Dispute	4/19/2013	Writ Denied	Appeal Abandoned	ROFS Dispute
171	Vallejo + SA	6/23/13	DOF Matosantos, BOE, Simona Padilla Scholtens A/C	Co of Solano, Solano Co Free Library, Solano Co Mosquito Abatement Dist, Greater Vallejo Rec Dist, Vallejo Sanitation and Flood Control Dist, Solano Co Water Agency, Bay Area Air Quality Management Dist, Vallejo City USD, Solano CCD, Solano Co Office of Ed	Stipulation and judgment entered	2013-80001510	Dept. 14 (Balonon)	Iris P. Yang, BB&K Sacramento office	True-up Payment Dispute	None	Judgment Entered	Stipulated Judgment	True Up
172	Victor Valley Economic Development Authority	4/12/2012 (Appeal Filed 10/29/12)	State, DOF, Controller, San Bernardino Auditor	none	9/5/2012 Order sustaining demurrers w/out leave, judgment of dismissal filed; Appeal Pending (3rd DCA C072518) (consolidated with Inland Valley C072450) Fully Briefed	2012-80001113 C072518	Dept. 33 (Connelly)	Andre deBortnowsky, Charles Green, Green deBortnowsky & Quintanilla (818) 704-0195	ABIX26 Challenge re Application of RDA Dissolution to Military Base Conversion JPA - specifically concerns George AFB Closure	9/5/2012?		Appeal Pending	

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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
173	Visalia, City of	7/10/13	Visalia SA, Matosantos, Woodard a/c	Visalia USD, College of the Sequoias, Tulare Office of Ed, Visalia Public Cemetery Dist, Visalia Memorial Dist, Tulare Mosquito Abatement Dist, Delta Vector Control Dist	(2013-00146468) Demurrer Hearing - 1st cause of action sustained w/o leave - 2nd cause of action sustained w/leave to amend	2013-80001558	Dept. 29 (Frawley)	T. Brent Hawkins, Seth Merewitz, Best Best & Krieger LLP Sacramento office (916) 325-4000	ROPS Dispute and Due Diligence Review Dispute re Other Funds Account re City Loan Agreement	None	Writ Granted	Vacated hearing date	ROPS Dispute
174	Walnut, City of+SA	12/19/12	DoF, Matosantos, BOE, Los Angeles County Auditor Controller Watanabe	Walnut Valley Unified School District, LA Consolidated Fire Dist, Mt. San Antonio Comm College Dist, LA County Library, LA Co Department of Education, Co of LA	Stipulation and order filed 12/24/2012 re temporary resolution for 1/2/2013 RPTTF distribution RPIs dismissed	2012-80001344	Dept. 42 (Summer)	City Attorney Michael B. Montgomery (626) 799-0500	True-up Payment Dispute	Vacated	Writ Granted	Stipulation for Entry of Judgment	True UP
175	Watsonville + SA	6/10/2013 (Appeal filed 4/15/14)	DOF, Matosantos	Mary Jo Walker a/c	Hearing set 11/22/2013 - tentative requested counsel be prepared to answer specific questions - taken under submission - PETITION DENIED	2013-80001523 CG76296	Dept. 29 (Frawley)	Susan Bloch, J. Leah Castella, Lindsey Beallo, Burke Williams, Sorensen Oakland office (510) 273-8780 and Kevin Randolph Gresham, Savage, Nolan Tilden San Bernardino Office (909) 723-1703	ROPS Dispute re Water Fund Enterprise Loan, Due Diligence Review Dispute re Other Funds Account (payments to City pursuant to Coop Agreement and reimbursement for third party payments approved by Oversight Board)	11/22/2013	Writ Denied	Appeal Pending	ROPS Dispute
176	Watsonville + SA	2/20/13	Matosantos (DOF)		Stipulation entered 4/4 Judgment entered 4/10 doe def dismissed 4/10 - RPIs dismissed - reassigned from Dept. 14 (Baloron)	2013-80001414	Dept. 24 (Chang)	Lynn Hurchins, Juliet Cox, Goldfarb & Lipman Oakland office (510) 836-6336	True-up Payment Dispute	None	Judgment Entered	Stipulated Judgment	True Up

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No.	Plaintiff	File Date	Defendant	Real Parties	Comments/Status	Case Number	Judge	Plaintiffs' Attorneys	Summary of Case	Hearing Date	Hearing Results	Status	Main Issue Presented
177	Watsonville + SA	7/30/14	DOF, Cohen	None	None of related cases filed 8/11 (related to 1523 above)	2014-80001910	Dept. 31 (Kenny)	Susan E. Bloch, J. Leah Castella, Chad W. Herrington, Burke Williams & Sorenson LLP, Oakland office (510) 273-8780	Dispute over DOF's failure to approve resolutions approved by the Oversight Board to restate 5 loans between City and Former RDA	None			
178	West Covina + SA	5/1/2013 (Appeal filed 5/7/2014)	Matosanos, DOF, State Auditor/Controller, Wendy Wainab, West Covina Oversight Board	Co of LA, LA Consolidated Fire Dist, LA Co Flood Control Dist, LA Co Sanitation District, Rowland Water District, Valley County Water Dist, Three Valley Muni Water Dist, Upper San Gabriel Valley Muni Water Dist, Walnut Valley Water Dist, Mt. San Antonio CC	Hearing scheduled 12/6/2013 9:00 a.m. no briefing schedule set - taken under submission after oral argument	2013-80001479 C076510	Dept. 31 (Kenny)	Southgate	ROPS Dispute re Funding and Sales Tax Reimbursement Agreement; OFA Due Diligence Review Dispute	12/6/2013	Writ Granted in part as to Sales and Use Tax	Appeal Pending	ROPS Dispute
179	West Sacramento + SA	2/15/2013 (Appeal filed 12/23/13)	Howard Newens, auditor Controller County of Yolo, Matosanos (DOF)	Smart Growth Investors II, LLC, Bridge District, Riverfront, LLC, River Road Venture LLC	Notice of related cases filed 2/24 re: 80001405 Smart Growth Investors - Hearing scheduled 9/20 at 9:30 a.m., answers due 5/3, opening due 6/20, opposition 8/5, reply 9/5 - PETITION DENIED - APPEAL FILED - Appeal abandoned on 4/21/2014	2013-80001406 C075501	Dept. 14 (Balonon)	Debra Fox, Michael Dean, Erika Randall Meyers Nave, Los Angeles office (213) 626-2906	ROPS I, II, and III Dispute re Bridge District redevelopment projects as EOS (involves Proposition 13 funding)	9/20/2013	Writ Denied	Appeal Abandoned	ROPS Dispute

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180	Westminster, City of + SA	10/11/13	Cohen, BOE, Grimes	Westminster Elementary School Dist, Huntington Beach UHSD; Coast CCD; Orange Co; Midway City Sanitation Dist; Orange Co Sanitation District #3; Westminster Municipal Lighting Dist; Orange Co Flood Control Dist; Orange Co Public Library Dist; Orange Co Har		2013-80001665	Dept. 29 (Frawley)	Kimber Barrow, Yolanda Summerhill, Robert Khuu, Jones & Mayer, Fullerton office (714) 446-1400	Challenge to ROPS determination that various obligations were not enforceable obligations	Not Scheduled			ROPS Dispute
181	Yucaipa SA + City	2/24/13	Matosantos	Sorenson Engineering	ACTION DISMISSED	2013-80001473	Dept. 29 (Frawley)	David Snow, City Attorney, T. Peter Pierce, Richards Watson Gershon LA office (213-676-8484)	ROPS Dispute re OFA and other contracts	None	Dismissed	Dismissed	ROPS Dispute