

RESOLUTION NO. 2020-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA APPROVING AN AGREEMENT BETWEEN THE CITY OF CHULA VISTA AND HOMEFED VILLAGE 8, LLC AND OTAY LAND COMPANY, LLC, REGARDING CONSTRUCTION OF THE OTAY RANCH VILLAGE EIGHT WEST TOWN SQUARE PARK, NEIGHBORHOOD PARK, AND COMMUNITY PARK

WHEREAS, the Agreement Regarding Construction of Parks (Agreement) has been made by and between HomeFed Village 8, LLC, a Delaware limited liability company and Otay Land Company, LLC, a Delaware limited liability company, (collectively, “Developer”), and the City of Chula Vista, a California municipal corporation and charter city (City); and

WHEREAS, Developer owns certain real property generally known as Otay Ranch Village Eight West (Village 8 West), as shown on Exhibit 1, and located in the City of Chula Vista (Property). Developer intends to develop the Property as generally depicted on Exhibit 2 attached hereto; and

WHEREAS, Village 8 West will be developed in accordance with its Sectional Planning Area (SPA) Plan, adopted by Chula Vista City Council Resolution 2013-270 and amended by City Council Resolution 2020-033 (Project); and

WHEREAS, the City’s Parklands and Public Facilities Ordinance [Chula Vista Municipal Code (CVMC) Chapter 17.10 (PLDO)], as amended, requires that development projects provide land and improvements for neighborhood and community parks and recreational facilities and permits the City to require a combination of dedication and payment of in-lieu fees if the City determines that the combination would better serve the public; and

WHEREAS, the PLDO’s requirements have been and will be imposed on the Project through conditions of approval of the Tentative Subdivision Map for Village 8 West (CVT 19-03), approved by Chula Vista City Council Resolution 2020-034, for the Project (Tentative Map) and supplemental subdivision improvement agreements; and

WHEREAS, the PLDO is utilized to determine the parkland required for the Project, whereby 460 square feet is required per single-family dwelling unit (DU) and 341 square feet is required per multi-family DU. For the purposes of the Agreement, 561 single family DU times 460 square feet plus 1,773 multiple-family residences times 341 square feet divided by 43,560 square feet equals 19.8 acres; and

WHEREAS, the Village 8 West SPA Plan anticipates that the Project will provide sufficient area and facilities to meet its recreational needs on site through the provision of a Town Square Park, a Neighborhood Park, and a Community Park consistent with the Project’s parks master plans and the Parkland Acquisition requirements of the PLDO; and

WHEREAS, the Developer has agreed to provide a mechanism to fund the perpetual maintenance of 8.3 acres of neighborhood parks planned within the Project, as required by the Fiscal Impact Analysis prepared by DPFPG dated January 16, 2020 and included in the Project’s Supplemental Public Facilities Financing Plan (PFFP). Based on an estimated annual cost of \$14,000 per acre to maintain parks, the Developer or their Assignees are responsible for an annual

park maintenance cost of approximately \$116,200 per year. The cost saving to the City General Fund is reflected in the fiscal model summary and is a requirement of the Project; and

WHEREAS, the Project is a common interest development, and, by its approval of this Agreement, the legislative body of the City has determined that both public and privately-owned parks developed within the Project are eligible to satisfy park dedication improvement and/or in lieu fee requirements under the PLDO; and

WHEREAS, the parties intend by this Agreement to implement the requirements of the SPA Plan, the PLDO, and the conditions of the Tentative Map by establishing a Town Square Park, a Neighborhood Park, and a Community Park that satisfy park requirements for the Project. The City typically owns and pays all or part of the cost to maintain parks using General fund dollars. In analyzing the anticipated fiscal impacts of Village 8 West with the 2020 SPA Amendment, an ongoing fiscal deficit was identified. In order to address that deficit, the Developer agreed to provide a mechanism to fund the maintenance of the Town Square Park and Neighborhood Park, in perpetuity. The Developer proposes to fund such ongoing maintenance activities through a Homeowner's Association (the "Association"). In order for the Association to fund the ongoing maintenance of the Town Center Park and Neighborhood Park, the Association must retain fee title ownership of the subject properties. The Community Park within the Project will be owned and maintained by the City; and

WHEREAS, Developer shall grant a Public Access Easement over the Town Square and the Neighborhood Park, granting full public access to the parks. The Town Square Park and Neighborhood Park shall be open for park use consistent with CVMC Section 2.66.270. At no time, shall the Association modify Town Square Park or Neighborhood Park hours of operation without the approval of the Director of Development Services, or his/her designee; and

WHEREAS, Developer shall grant on the first Final Map an irrevocable offer of dedication (IOD) to the City for a total of 15.11 acres (14.8 useable acres) of the Community Park as provided in the conditions of approval for the Tentative Map. Such IOD is subject to the review and approval of the Development Services Director, or his/her designee. The allocation of parkland credits associated with the 14.8 useable acres shall be divided as described in section 2 and 2.1 of the Agreement. The City shall be responsible for construction and maintenance of the Community Park; and

WHEREAS, this Agreement does not increase or decrease any park obligations but instead clarifies responsibility for the PLDO requirements attributable to the Project by addressing the amount of land required, as well as requirements for park design, park construction, bonding, the level of amenities to be provided, event programming, and identifies a maintenance funding mechanism, as required by the Project's conditions of approval – Tentative Map condition number 43.d (Resolution 2020-234); and

WHEREAS, The Director of Development Services has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity required by the Agreement was adequately covered in previously certified Final Environmental Impact Report (FEIR 10-03) (SCH #2010062093) for the Otay Ranch Sectional Planning Area (SPA) Plan - Village 8 West. Thus, no further environmental review or documentation is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chula Vista, that it hereby approves the Agreement regarding construction of Otay Ranch Village 8 West Town Square, Neighborhood Park, and Community Park, between the City of Chula Vista, HomeFed

Village 8 West, LLC, and Otay Land Company, LLC, in the form presented, with such minor modifications as may be required or approved by the City Attorney, a copy of which shall be kept on file in the Office of the City Clerk, and authorizes and directs the City Manager or his/her designee to execute the same.

Presented by:

Approved as to form by:

Tiffany Allen
Director of Development Services

Glen R. Googins
City Attorney

Exhibit "A"

PROPERTY

CITY OF
CHULA VISTA

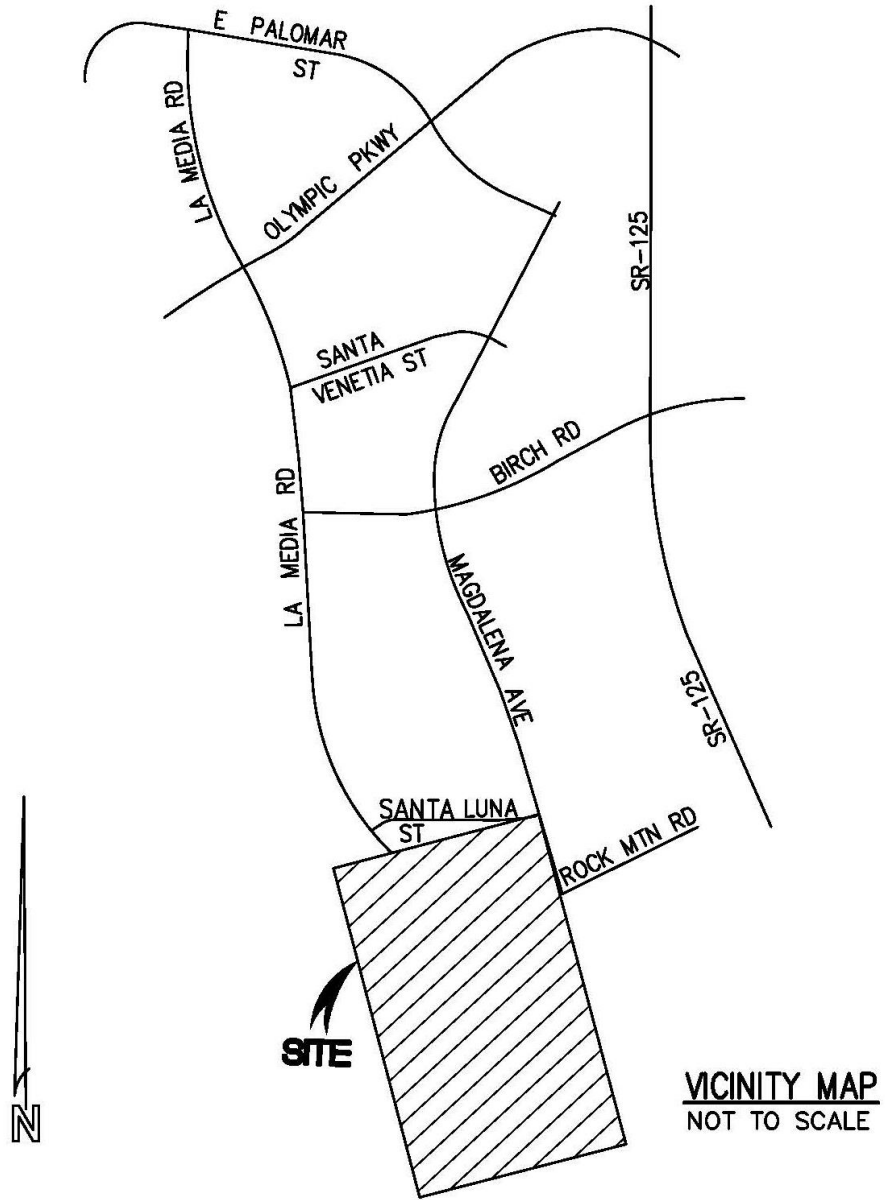


Exhibit "A"

PROPERTY

LEGAL DESCRIPTION

BEING A SUBDIVISION, KNOWN AS CHULA VISTA TRACT NO. 19-03 OTAY RANCH VILLAGE 8 WEST, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. _____, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, _____, _____.

EXHIBIT "B"

VILLAGE 8 WEST SITE UTILIZATION PLAN

Site Utilization Plan

