

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

**SUPERVISORS STEVE BENNETT, FRANK SCHILLO,
KATHY I. LONG, JUDY MIKELS AND JOHN K. FLYNN
July 23, 2002 at 10:00 a.m.**

563

Acceptance of the Tabulation of Ballot Results and Adoption of a Resolution Forming the Oak View School Preservation and Maintenance District and Ordering the Levying of Assessment.

- (X) All board members are present.
- (X) The following person(s) are heard: Christy Madden, Gerard Van Steyn, Supervisor Bennett, Barbara Kennedy .
- (X) The Board holds a public hearing.
- (X) Upon motion of Supervisor Bennett , seconded by Supervisor Long , and duly carried, the Board hereby approves the attached staff recommendations 1 through 3; Excepts Tabulations of Systems Plus and Adopts the Resolution as Amended:

Resolution – Amendment to Page 3

Staff and County Counsel to report back to the Board with changes to language

Ballot Results:

Mailed out 3,487 to parcels

1,142 - Returned
18 - Invalid
691 - In Support
433 - In Opposition

59.6% In Support
61.5% - Parcel Basis

By: 
Deputy County Clerk

CLERK'S CERTIFICATE

I hereby certify that the annexed instrument is a true and correct copy of the document which is on file in this office.

JOHN F. JOHNSTON
Clerk of the Board of Supervisors, County of Ventura, State of California.

Dated: _____

By: _____
Deputy Clerk of the Board

Item #38
07/23/02

DISTRIBUTION: Originating Agency, Auditor, File

July 23, 2002

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

SUBJECT: Proposed Adoption of Resolution Forming the Oak View School Preservation and Maintenance District and Ordering the Levying of Assessment (Time Certain – 10:00 a.m.)

Recommendations:

1. Accept the tabulation of ballot results from Assistance Plus for the formation of the proposed Oak View School Preservation and Maintenance District;
2. If a majority protest has not been filed, adopt the attached resolution (Attachment 1) confirming the diagram and assessment as originally proposed in the Benefit Assessment Engineer's report approved by your Board on May 14, 2002 and ordering the improvements and formation of the assessment district and ordering the levying of assessment ("Resolution"); and
3. If the Resolution is adopted, approve and execute the purchase offer with Ventura Unified School District in the amount of \$1,200,000 for the former Oak View Elementary School (Attachment 2).

Fiscal/Mandates Impact:

Mandatory:	No
Sources of Funding:	Tax Exempt Commercial Paper – to be repaid through Benefit Assessment District Revenues (Requiring voter approval) Per Capita and Roberti Z'Berg Harris (RZH) Grant Funds (Proposition 12)
Funding Match Required:	30% for RZH Funds
Impact on Other Departments:	Significant immediate and minimal ongoing impact on Auditor-Controller and unknown impact for General Services Agency

Summary of Revenue and Total Costs

	<u>FY 2001-02</u>	<u>FY 2002-03</u>	<u>FY 2003-04</u>
Revenue – Benefit Assessment District	0	\$145,000	\$145,000
Direct Cost	<u>\$42,000</u>	<u>\$103,000</u>	<u>\$145,000</u>
NET COUNTY COST	\$42,000	\$(42,000)	\$ 0

Note: This project received support of the Board of Supervisors with the understanding that all direct costs would be recovered through Benefit Assessment Revenues. Should your Board not adopt the resolution, approximately \$56,000 in costs incurred to date for assessment of the building conditions at Oak View School and fees paid and due to Shilts Consultants, Inc. would not be recovered. Most of these costs (about \$42,000) were incurred last fiscal year and no revenue was recognized to cover these expenses.

Discussion:

Last week your Board conducted a public hearing regarding the proposed creation of the Oak View Preservation and Maintenance District (District) for the purpose of acquiring the former Oak View Elementary School for use as a neighborhood park and community center. Following the public hearing, all ballots cast or revised were transmitted to Assistance Plus – the independent ballot tabulation firm retained by Shilts Consulting, Inc. Assistance Plus is returning to your Board today to report the ballot results.

Provided that a majority protest has not been filed (i.e. a majority of ballots cast are in favor of the measure) it is recommended that you approve the Resolution included in Attachment 1 to order the formation of the District and levying of the assessment. The proposed District will initially generate an estimated \$145,000 annually. The assessment is tied to the Consumer Price Index for Los Angeles, but may not increase more than 3% annually.

Creation of the District will provide for the acquisition of the former Oak View Elementary School for use as a community park and family resource center. This property has been deemed surplus by the Ventura Unified School District and is offered for sale at \$1,200,000. After the adoption of the Resolution, we recommend your Board enter into and execute the agreement with Ventura Unified School District (Attachment 2) for the purchase of the former Oak View Elementary School.

A check for \$10,000 was delivered to Ventura Unified School District in May 2001 as an earnest deposit and will be applied toward the purchase price at the close of escrow. Should the ballot measure not be successful, the earnest money will be returned to the County. Purchase of the property will be financed with tax-exempt commercial paper amortized over a 30-year term as recommended by the Financial Planning Committee on May 7 and approved by your Board on May 14, 2002. The purchase agreement was approved and executed by the Ventura Unified School District on July 2, 2002.

Board of Supervisors
County of Ventura
July 23, 2002
Page 3 of 3

An important aspect of this project is to develop a Property Maintenance and Operation Agreement with Interface Children Family Services to not only provide ongoing management and operational services but also to serve as a liaison with the local community. This agreement is being negotiated to provide the County with the necessary assurances that the property will be managed according to County standards and in conformance with the requirements of the various funding sources that are or may be utilized in conjunction with the property. It was anticipated that this agreement would be presented to you for approval at today's meeting. However, due to the complexity of the subject matter and vacation schedules the terms have not been fully negotiated at this time.

While we expect to be successful in our negotiations with Interface, should we fail in that effort, the General Services Agency (GSA) would have to manage the property. Inasmuch as GSA is not in the business of operating Family Resource Centers, the site would not be used for that purpose. GSA will determine which buildings to demolish and what improvements are needed to provide traditional park activities such as a group picnic area, improved children's playground, and a combination multi-purpose field for activities such as baseball/softball and soccer. This is an unlikely scenario, but your Board should be aware of the ramifications associated with creating the District in the absence of having the Property Management and Operational Agreement negotiated at this time.

The County Counsel's Office, Auditor-Controller and General Services Agency have reviewed this item. If you have any questions, I may be reached at 654-2681 or you may contact Christy Madden of my staff at 654-2679.

Sincerely,



JOHN F. JOHNSTON
County Executive Officer

C: Paul Ruffin, Director
General Services Agency

RESOLUTION No. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA APPROVING THE ENGINEER'S REPORT, CONFIRMING THE DIAGRAM AND ASSESSMENT AND ORDERING THE LEVY OF ASSESSMENT FOR FISCAL YEAR 2002-03 FOR THE OAK VIEW SCHOOL PRESERVATION AND MAINTENANCE DISTRICT

WHEREAS, by prior resolution, the Board of Supervisors for the County of Ventura (the "Board") designated Shilts Consultants, Inc., as Engineer of work ("Engineer") and ordered the Engineer to prepare and file an engineer's report for the proposed Oak View School Preservation and Maintenance District ("District") in accordance with the Landscaping and Lighting Act of 1972 (the "Act") and Article XIID of the California Constitution ("Article XIID");

WHEREAS, Engineer prepared the engineer's report for the District ("Engineer's Report"), which was filed with and considered by the Board;

WHEREAS, the Board found the Engineer's Report to be sufficient in every particular;

WHEREAS, pursuant to Article XIID and Government Code §53753, each property owner within the boundaries of the proposed District was provided by mail a ballot on the proposed assessment and notice that this Board would be conducting a public hearing on July 16, 2002, on the question of forming the District and levying the assessment;

WHEREAS, on July 16, 2002 at the hour of 10:00 AM at the Board of Supervisors Hearing Room in the County of Ventura Government Center, Hall of Administration, located at 800 South Victoria Avenue, Ventura, California, the public hearing was duly and regularly held as noticed, and all persons interested and desiring to be heard were given an opportunity to speak and be heard, and all oral statements and all written protests or communications pertaining to the levy were fully heard and considered by this Board; and

WHEREAS, after the conclusion of the public hearing, Assistance Plus, an independent ballot tabulation firm appointed by the Board, tabulated the mail ballots and found that a majority protest as defined by Article XIID did not exist, and this Board thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment set forth in the Engineer's Report;

NOW, THEREFORE, the Board of Supervisors of the County of Ventura resolves, finds and determines as follows:

Attachment 1

1. The Oak View School Preservation and Maintenance District is hereby formed and the improvements provided in the Engineer's Report are hereby ordered, subject to available funding.

2. The assessment ballots submitted by the owners of property within the assessment district in favor of the assessment exceeded those submitted in opposition to the assessment with each ballot weighted by the amount of assessment it represents.

3. After consideration of the Engineer's Report and of the oral and documentary evidence offered and received at the hearing, this Board expressly finds and determines that each of the lots and parcels of land within the District will be specially benefitted by the maintenance of the improvements and that the amount of the assessment is proportionate to or less than the benefit conferred on the respective lots and parcels.

4. The Engineer's Report and any modifications presently on file with Clerk of the Board is hereby approved and confirmed, including, but not limited to:

- (a) the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements;
- (b) the diagram showing the assessment district, plans and specifications for the improvements to be maintained, and the boundaries and dimensions of the respective lots and parcels of land within the District; and
- (c) the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land within the District in proportion to the estimated special benefits to be received by such lots and parcels, respectively.

5. The assessment to pay the costs and expenses of the maintenance of the improvements for fiscal year 2002-03 is hereby levied.

6. The authorized maximum assessment to be levied in future fiscal years includes an annual adjustment tied to the Los Angeles Area Consumer Price Index, not to exceed 3% per year.

7. Immediately upon the adoption of this resolution, but not later than August 10, 2002, the Clerk of the Board shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the Auditor of the County of Ventura. Upon such filing, the Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected

Attachment 1

and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

8. Unless provided otherwise by the Board, the net amount of assessments collected by the County, after deduction of any compensation due the County for collection, shall be deposited in the County Treasury to the credit of the improvement fund previously established under the distinctive designation of the Oak View School Preservation and Maintenance District ("Improvement Fund"). Moneys in the Improvement Fund shall be expended only for the maintenance, servicing, construction or installation of the improvements as provided in the Engineer's Report.

9. The Clerk of the Board shall record a notice and map describing the assessment pursuant to Division 4.5 (commencing with section 3100) of the Street and Highways Code.

On motion of Supervisor _____, seconded by Supervisor _____, the foregoing resolution was passed and adopted on _____, 2002.

JOHN K. FLYNN, CHAIR
BOARD OF SUPERVISORS

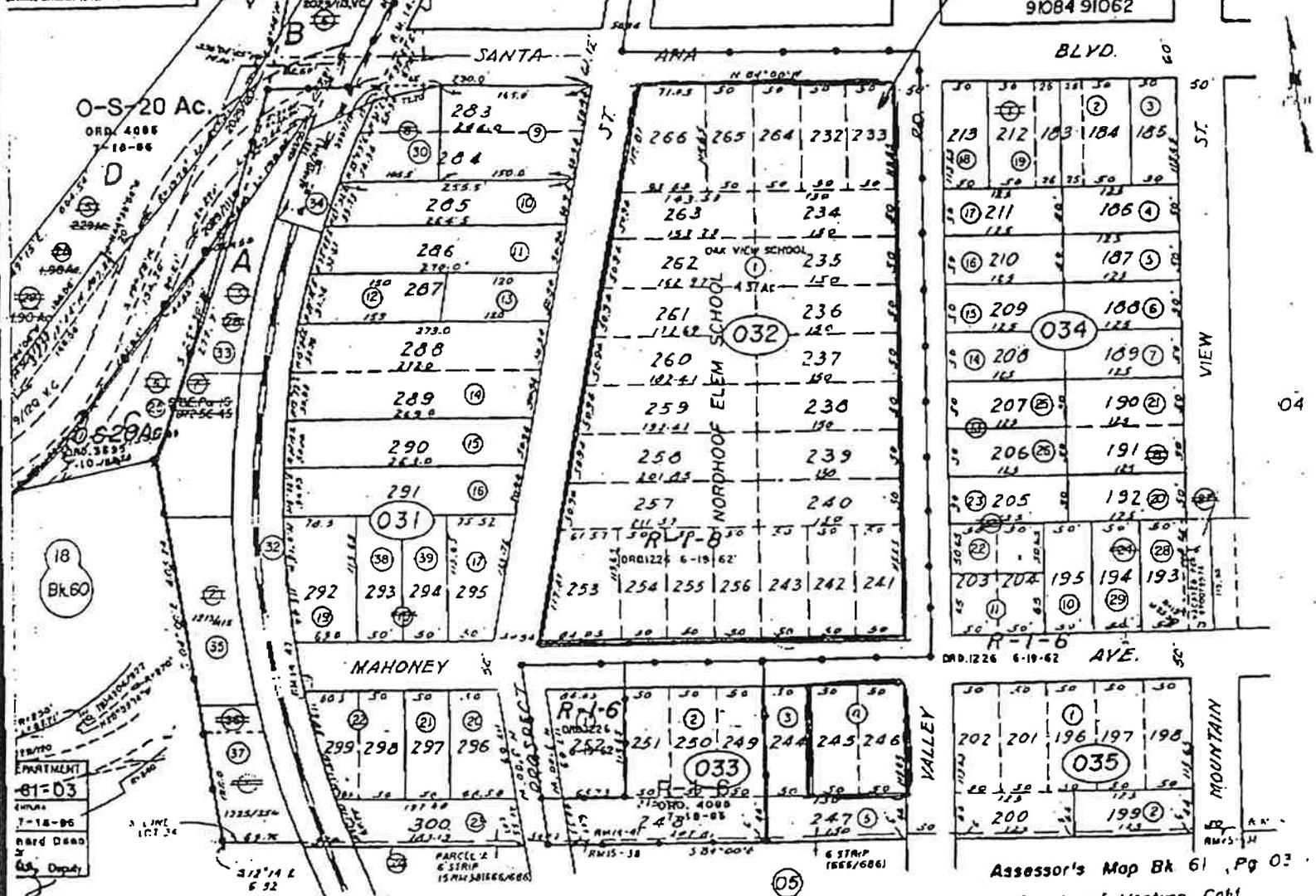
ATTEST: JOHN F. JOHNSTON,
Clerk of the Board of Supervisors,
County of Ventura, State of California.

By:
Deputy Clerk of the Board

Tax Rate Area SEP 30 '98 61-03
91083-9109
91084 91062

PL. LEM ELEM PARCELS SHOWN ON THIS PAGE
SHOULD BE BANKY DOWNTOWN LEGAL LOTS
B.D. WITH COUNTY SURVEYOR'S OFFICE OR
JANING EVIDENCE TO VERIFY.

POR. LOT A, RANCHO SANTA ANA (01)



1. Time is of the essence of these instructions. If this escrow is not in a condition to close by the TIME LIMIT DATE as provided for herein and written demand for cancellation is received by you from any principal to this escrow after said date, you shall act in accordance with paragraph 7 of the General Provisions. If no conflicting instruction or demand for cancellation is made, you will proceed to close this escrow when the principals have complied with the above instructions. In the event one or more of the General Provisions are held to be invalid, those remaining will continue to be operative. Any amendments or supplements to any instructions effecting escrow must be in writing. You are authorized to enter demands for and pay at the close of escrow any encumbrances of record necessary to place title in the condition called for without further authorization. You are further authorized, prior to the close of escrow, to pay from funds on deposit any fees necessary to obtain any demand and/or report as may be required in this escrow and at the close of escrow charge the parties as appropriate. The principals will fund you any funds and instruments required from each respectively to complete this escrow. Interest on any new financing may begin to accrue on the date loan funds/prebids are disbursed by the new lender, and borrower agrees to pay same in accordance with lender's instructions.
2. You are instructed to deliver and/or record all documents and disburse all funds when you can comply with these instructions and issue any title insurance policy as called for herein. These instructions, together with any amendments and/or supplements, may be executed in counterparts and together shall constitute one and the same document. If these instructions relate to a sale, and if there is no other written agreement between the parties pertaining thereto, buyer agrees to buy and seller agrees to sell upon the terms and conditions hereof. All documents, balances and statements due the undersigned are to be mailed to the respective addresses shown herein, unless otherwise directed. In the event that any party to this escrow utilizes facsimile transmitted signed documents, all parties hereby agree to accept and hereby instruct the escrow holder to rely upon such documents as if they bore original signatures. Buyer and seller further acknowledge that any documents to be recorded bearing (non-original facsimile) signatures will not be accepted for recording by the county recorder.
3. The phrase "close of escrow" (or COE) as used in this escrow means the date on which documents are recorded, unless otherwise specified.
4. Assume a 30 day month in any provision herein provided, and unless otherwise instructed, you are to use the information contained in the latest available tax statement, including any supplemental taxes of record, rental statement as provided by seller and beneficiary's or association statements delivered into escrow for proration purposes.
5. Upon close of escrow you are instructed to charge our respective accounts the costs attributable to each, including but not limited to costs as provided for herein and/or in accordance with our respective estimated statements attached hereto and made a part hereof.
6. Recordation of any instruments delivered through this escrow, if necessary or proper for the issuance of the policy of this insurance called for, is authorized. No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.
7. If demand to cancel is submitted after the Time Limit Date, any principal so requesting you to cancel this escrow shall file notice of demand to cancel in your office in writing. You shall, within three (3) working days thereafter mail by certified mail one copy of such notice to each of the other principals at the address stated in this escrow. Unless written objection thereto is filed in your office by a principal within fifteen (15) calendar days after the date of such mailing, you are instructed to cancel this escrow. If this is a sale escrow, you may return the lender's papers and/or funds upon lender's demand.
8. In the event that this escrow is canceled, any fees or charges due Chicago Title Company including cancellation fees and any expenditures incurred or authorized shall be paid from funds on deposit unless otherwise specifically agreed to or determined by a court of competent jurisdiction. Upon payment thereof, return documents and monies to the respective parties depositing same, or as ordered by the court, and void any executed instruments.
9. If there is no written activity by a principal to this escrow within any six-month period after the Time Limit Date set forth herein, Chicago Title Company may, at its option, terminate its agency obligation and cancel this escrow, returning all documents, monies or other items held, to the respective parties entitled thereto, less any fee and charges as provided herein.
10. If, for any reason, funds are retained or remain in escrow after the closing date, you may deduct therefrom a reasonable charge as custodian, of not less than \$25.00 per month, unless otherwise specified.
11. In the event that you should receive or become aware of conflicting demands or claims with respect to this escrow, or the rights of any of the parties hereto, or any money or property deposited herein, you shall have the absolute right at your option to discontinue any or all further acts until such conflict is resolved to your satisfaction.
12. In the event that any Offer to Purchase, Deposit Receipt, or any other form of Purchase Agreement is deposited in this escrow you, as escrow holder, are not to be concerned with the terms of such document and are relieved of all responsibility in connection therewith. The foregoing is not applicable in any transaction in which Chicago Title has specifically agreed to accept an Offer to Purchase, Deposit Receipt or other form of Purchase Agreement as a party's obligations. In any event, you are not to be concerned or liable for items designated as "memoranda" in these escrow instructions nor with any other agreement or contract between the parties.
13. The parties hereto, by execution of these instructions acknowledge that the escrow holder assumes no responsibility or liability whatsoever for the supervision of any act or the performance of any condition which is a condition subsequent to the closing of this escrow.
14. In the absence of instructions to the contrary, you are hereby authorized to utilize wire services, overnight, next day, or other expedited delivery services (as opposed to the regular U.S. Mail) and to charge the respective party's account accordingly.
15. Concerning any real property involved in this transaction, you are released from and shall have no liability, obligation or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code of 1986 as amended, and to Sections 18652 and 18659 of the California Revenue and Taxation Code, (b) advising the parties as to the requirements of said Section 1445, (c) determining whether the transferee is a foreign person or a non-resident under such Section, nor (d) obtaining a non foreign affidavit or other assurance from withholding under said Sections nor otherwise making any inquiry concerning compliance with such sections by any party to the transaction.
16. If you pay a demand to pay in full a revolving line of credit or equityline loan, you are hereby instructed on my behalf and for my benefit, to request that the lender issuing said demand cancel said revolving line or equityline of credit.
17. You are authorized to furnish to any affiliate of Chicago Title Company, any attorney, broker or lender identified with this transaction or any one acting on behalf of such lender any information, instructions, amendments, statements, or notices of cancellation given in connection with this escrow, if any check submitted to escrow is dishonored when presented for payment, you are authorized to notify all principals and/or their respective agents of such non payment.
18. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Chicago Title Company, as set forth herein.

(Continued)

escrow - 10/28/88 - 1c

EXHIBIT B

GENE PROVISIONS
(Continued)

TO: CHICAGO TITLE COMPANY

Escrow No. JD - J26
Date

19. All funds received in this escrow shall be deposited with other escrow funds in one or more non-interest bearing demand accounts of Chicago Title Company in any state or federal bank or any state or federal savings and loan association (the depository institutions) and may be transferred to any other such account. The parties to this escrow acknowledge that while these accounts do not bear interest, because of their and other banking relationships with depository institutions, Chicago Title Company and its affiliates may receive from some of the depository institutions an array of banking services, accommodations or other benefits. Chicago Title Company and its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from some of the depository institutions. All such services, accommodations and other benefits shall accrue, directly or indirectly, to Chicago Title Company and its affiliates and they shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits. All disbursements shall be made by Chicago Title Company check, unless otherwise instructed.

Chicago Title Company shall not be responsible for any delay in closing if funds received by the escrow are not available for immediate withdrawal. Chicago Title Company may, at its option, return concurrent instructions from all principals prior to release of any funds on deposit in this escrow.

20. You are authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other material pertaining to this escrow at the expiration of six (6) years from the close of escrow or cancellation thereof, without liability and without further notice.

IMPORTANT NOTICE
Except for wire transfers, funds permitted to this escrow are subject to availability requirements imposed by Section 12415.1 of the California Insurance Code. CASHIERS, CERTIFIED or TELLERS checks, payable to CHICAGO TITLE COMPANY are generally available for disbursement on the next business day following the date of deposit.
Other forms of payment may cause accelerated delays in the closing of your transaction pursuant to the requirements imposed by State Law.
: (Wire transfer information available upon request)

ALL PARTIES TO THIS ESCROW ACKNOWLEDGE THAT CHICAGO TITLE COMPANY DOES NOT PROVIDE LEGAL ADVICE NOR HAS IT MADE ANY INVESTIGATION, REPRESENTATIONS OR ASSURANCES WHATSOEVER REGARDING THE LEGAL ASPECTS OR COMPLIANCE OF THIS TRANSACTION WITH ANY TAX, SECURITIES OR ANY OTHER STATE OR FEDERAL LAWS. IT IS RECOMMENDED THAT THE PARTIES OBTAIN INDEPENDENT LEGAL COUNSEL AS TO SUCH MATTERS.

THE FOREGOING ESCROW INSTRUCTIONS AND GENERAL PROVISIONS HAVE BEEN READ AND ARE UNDERSTOOD AND AGREED TO BY EACH OF THE UNDERSIGNED.

Current Address:

Telephone:

Current Address:

Telephone:

RESOLUTION No. 563

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA APPROVING THE ENGINEER'S REPORT, CONFIRMING THE DIAGRAM AND ASSESSMENT AND ORDERING THE LEVY OF ASSESSMENT FOR FISCAL YEAR 2002-03 FOR THE OAK VIEW SCHOOL PRESERVATION AND MAINTENANCE DISTRICT

WHEREAS, by prior resolution, the Board of Supervisors for the County of Ventura (the "Board") designated Shilts Consultants, Inc., as Engineer of work ("Engineer") and ordered the Engineer to prepare and file an engineer's report for the proposed Oak View School Preservation and Maintenance District ("District") in accordance with the Landscaping and Lighting Act of 1972 (the "Act") and Article XIID of the California Constitution ("Article XIID");

WHEREAS, Engineer prepared the engineer's report for the District ("Engineer's Report"), which was filed with and considered by the Board;

WHEREAS, the Board found the Engineer's Report to be sufficient in every particular;

WHEREAS, pursuant to Article XIID and Government Code §53753, each property owner within the boundaries of the proposed District was provided by mail a ballot on the proposed assessment and notice that this Board would be conducting a public hearing on July 16, 2002, on the question of forming the District and levying the assessment;

WHEREAS, on July 16, 2002 at the hour of 10:00 AM at the Board of Supervisors Hearing Room in the County of Ventura Government Center, Hall of Administration, located at 800 South Victoria Avenue, Ventura, California, the public hearing was duly and regularly held as noticed, and all persons interested and desiring to be heard were given an opportunity to speak and be heard, and all oral statements and all written protests or communications pertaining to the levy were fully heard and considered by this Board; and

WHEREAS, after the conclusion of the public hearing, Assistance Plus, an independent ballot tabulation firm appointed by the Board, tabulated the mail ballots and found that a majority protest as defined by Article XIID did not exist, and this Board thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment set forth in the Engineer's Report;

NOW, THEREFORE, the Board of Supervisors of the County of Ventura resolves, finds and determines as follows:

1. The Oak View School Preservation and Maintenance District is hereby formed and the improvements provided in the Engineer's Report are hereby ordered, subject to available funding.

2. The assessment ballots submitted by the owners of property within the assessment district in favor of the assessment exceeded those submitted in opposition to the assessment with each ballot weighted by the amount of assessment it represents.

3. After consideration of the Engineer's Report and of the oral and documentary evidence offered and received at the hearing, this Board expressly finds and determines that each of the lots and parcels of land within the District will be specially benefitted by the maintenance of the improvements and that the amount of the assessment is proportionate to or less than the benefit conferred on the respective lots and parcels.

4. The Engineer's Report and any modifications presently on file with Clerk of the Board is hereby approved and confirmed, including, but not limited to:

- (a) the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements;
- (b) the diagram showing the assessment district, plans and specifications for the improvements to be maintained, and the boundaries and dimensions of the respective lots and parcels of land within the District; and
- (c) the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land within the District in proportion to the estimated special benefits to be received by such lots and parcels, respectively.

5. The assessment to pay the costs and expenses of the maintenance of the improvements for fiscal year 2002-03 is hereby levied.

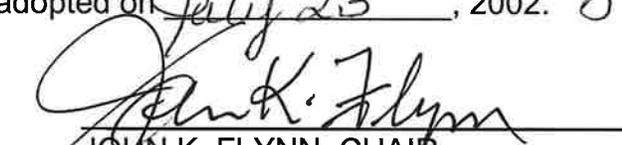
6. The authorized maximum assessment to be levied in future fiscal years includes an annual adjustment tied to the Los Angeles Area Consumer Price Index, not to exceed 3% per year.

7. Immediately upon the adoption of this resolution, but not later than August 10, 2002, the Clerk of the Board shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the Auditor of the County of Ventura. Upon such filing, the Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

8. Unless provided otherwise by the Board, the net amount of assessments collected by the County, after deduction of any compensation due the County for collection, shall be deposited in the County Treasury to the credit of the improvement fund previously established under the distinctive designation of the Oak View School Preservation and Maintenance District ("Improvement Fund"). Moneys in the Improvement Fund shall be expended only for the debt servicing and the maintenance, servicing, construction or installation of the improvements as provided in the Engineer's Report, as amended from time to time.

9. The Clerk of the Board shall record a notice and map describing the assessment pursuant to Division 4.5 (commencing with section 3100) of the Street and Highways Code.

On motion of Supervisor Bennett, seconded by Supervisor Leng, the foregoing resolution was passed and adopted on July 23, 2002.


JOHN K. FLYNN, CHAIR
BOARD OF SUPERVISORS

ATTEST: JOHN F. JOHNSTON
Clerk of the Board of Supervisors,
County of Ventura, State of California.

By: 
Deputy Clerk of the Board



RESOLUTION No. 563

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA APPROVING THE ENGINEER'S REPORT, CONFIRMING THE DIAGRAM AND ASSESSMENT AND ORDERING THE LEVY OF ASSESSMENT FOR FISCAL YEAR 2002-03 FOR THE OAK VIEW SCHOOL PRESERVATION AND MAINTENANCE DISTRICT

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WHEREAS, after the conclusion of the public hearing, Assistance Plus, an independent ballot tabulation firm appointed by the Board, tabulated the mail ballots and found that a majority protest as defined by Article XIID did not exist, and this Board thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment set forth in the Engineer's Report;

NOW, THEREFORE, the Board of Supervisors of the County of Ventura resolves, finds and determines as follows:

1. The Oak View School Preservation and Maintenance District is hereby formed and the improvements provided in the Engineer's Report are hereby ordered, subject to available funding.

2. The assessment ballots submitted by the owners of property within the assessment district in favor of the assessment exceeded those submitted in opposition to the assessment with each ballot weighted by the amount of assessment it represents.

3. After consideration of the Engineer's Report and of the oral and documentary evidence offered and received at the hearing, this Board expressly finds and determines that each of the lots and parcels of land within the District will be specially benefitted by the maintenance of the improvements and that the amount of the assessment is proportionate to or less than the benefit conferred on the respective lots and parcels.

4. The Engineer's Report and any modifications presently on file with Clerk of the Board is hereby approved and confirmed, including, but not limited to:

- (a) the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements;
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5. The assessment to pay the costs and expenses of the maintenance of the improvements for fiscal year 2002-03 is hereby levied.

6. The authorized maximum assessment to be levied in future fiscal years includes an annual adjustment tied to the Los Angeles Area Consumer Price Index, not to exceed 3% per year.

7. Immediately upon the adoption of this resolution, but not later than August 10, 2002, the Clerk of the Board shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the Auditor of the County of Ventura. Upon such filing, the Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

8. Unless provided otherwise by the Board, the net amount of assessments collected by the County, after deduction of any compensation due the County for collection, shall be deposited in the County Treasury to the credit of the improvement fund previously established under the distinctive designation of the Oak View School Preservation and Maintenance District ("Improvement Fund"). Moneys in the Improvement Fund shall be expended only for the debt servicing and the maintenance, servicing, construction or installation of the improvements as provided in the Engineer's Report, as amended from time to time.

9. The Clerk of the Board shall record a notice and map describing the assessment pursuant to Division 4.5 (commencing with section 3100) of the Street and Highways Code.

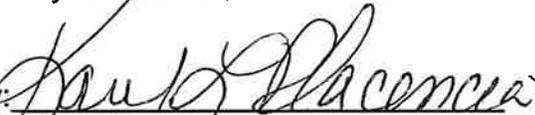
On motion of Supervisor Bennett, seconded by Supervisor Long, the foregoing resolution was passed and adopted on July 23, 2002.



JOHN K. FLYNN, CHAIR
BOARD OF SUPERVISORS

ATTEST: JOHN F. JOHNSTON
Clerk of the Board of Supervisors,
County of Ventura, State of California.



By: 

Deputy Clerk of the Board

**AGREEMENT TO BUY AND SELL REAL
PROPERTY AND ESCROW INSTRUCTIONS**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2002, by and between Ventura Unified School District, hereinafter called "Seller", and County of Ventura, a political subdivision of the State of California, hereinafter called "Buyer".

IT IS AGREED by and between the parties as follows:

1. PURCHASE AND SALE. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon all of the terms and conditions contained herein, the parcel of real property containing approximately 4.73 acres legally described as, **Lots 232 through 243, inclusive, 245, 246 and 253 through 266, inclusive, of Oak View Gardens Subdivision No. 2, in the County of Ventura, State of California as per map thereof recorded in book 14, page 47 of maps, in the office of the county recorder of said Ventura County, including all improvements located thereon described as Oak View Elementary School consisting of approximately 27,000 square feet of building area, commonly known and referred to as 555 Mahoney Avenue, Oak View, California.** Said property shall hereinafter be collectively referred to as (the "Property"). A plot map depicting the Property is attached hereto as Exhibit A and shall be deemed incorporated herein.

2. PURCHASE PRICE. The purchase price for the Property shall be the sum of \$1,200,000, (the "Purchase Price").

3. DEPOSITS. Buyer has delivered a check in the sum of \$10,000 payable to Chicago Title Company, 5675 Ralston Street, Ventura, California ("Escrow Holder"), to be held uncashed until the this Agreement is fully executed. After full execution, such check shall be deposited by Escrow Holder in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer. Such check, and interest earned thereon shall be applied toward the Purchase Price of the Property at the close of escrow.

4. PAYMENT OF PURCHASE PRICE. Immediately prior to the close of escrow, Buyer shall deposit into escrow in cash, or by bank cashier's check or confirmed wire transfer made payable to Escrow Holder, the balance of the purchase price and all closing costs and prorations to be paid by Buyer in accordance with the provisions below in Section 7.

5. CONTINGENCIES.

(a) This Agreement, when executed by Seller and delivered to Buyer, (the "Date of Delivery") shall constitute an irrevocable offer from Seller to sell the Property to Buyer on the terms and conditions set forth in this Agreement. Seller acknowledges and

agrees that Buyer can execute this Agreement only after the Board of Supervisors of the County of Ventura (the "Board") approves and authorizes the execution of this Agreement. This Agreement shall become binding upon both parties only upon its execution by the Board. The offer from Seller set forth in this Agreement shall be irrevocable by Seller until 5:00 p.m. on August 6, 2002.

(b) This Agreement is contingent upon a successful parcel tax election of the benefiting parcels surrounding the Oak View School.

Buyer hereby agrees to diligently pursue obtaining voter approval of a parcel tax election to fund debt service to a portion of the purchase money.

If Buyer shall fail to notify Escrow Holder and Seller, in writing on or before August 10, 2002, that the voters have passed the parcel tax, it shall be conclusively presumed that Buyer has not obtained said election results, this agreement shall terminate and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon.

(c) Buyer has received the Preliminary Report prepared by Chicago Title on August 22, 2000 (the "Title Report"). Buyer accepts title to the property subject to removal of items 3 and 4 of the Title Report as Exceptions or Exclusions to the Owner's Policy of Title Insurance to the satisfaction of the County.

(d) Within 60 days from the Date of Delivery of this Agreement to Buyer, Buyer shall approve or disapprove the physical condition and the land use restrictions for the Property. Buyer's failure to disapprove the condition and restrictions for the Property within such period shall be deemed approval of the same. If Buyer disapproves the condition or restrictions for the Property, Buyer may terminate this Agreement, and any pending escrow, at its option, upon written notice to Seller and shall be entitled to the prompt return of the Deposit, plus any interest earned thereon.

Buyer shall have the right, at Buyer's sole cost and expense, to enter onto the Property (either through its employees or designated agents and representatives) at reasonable times and in a reasonable manner (which shall not disrupt Seller's use and enjoyment), after giving reasonable notice to Seller, for the purpose of making such inspections as Buyer shall deem reasonably necessary to inspect and evaluate the condition of the Property. In making such inspections and evaluations, Buyer shall not make any physical alteration to the Property. Buyer shall indemnify and hold Seller harmless from any loss, liability, expense or damage in connection with any such inspections and evaluations.

Seller agrees to maintain the Property in reasonable condition and to protect it from harm and waste during the term of this agreement.

(e) The close of escrow for Buyer's purchase of the Property shall be conditioned upon and subject to the conveyance to Buyer of good and marketable title

to the Property as evidenced by a standard form CLTA title insurance policy in the full amount of the purchase price issued by Chicago Title Company, free of all tenancies and subject only to such exceptions shown in the Title Report and not disapproved by Buyer as set forth in Section 5.(c).

6. REPRESENTATIONS AND WARRANTIES.

(a) As an inducement to Buyer to enter into this Agreement, Seller represents, warrants and covenants as of the date hereof as follows:

(1) There are no leases, subleases, licenses, tenancy or occupancy agreements, service contractors, union contracts or other agreements to which Seller or the Property is bound, whether written or unwritten, covering or affecting the Property which will affect the Property on the close of escrow other than matters which may be shown on the Title Report or approved herein or otherwise in writing by Buyer;

(2) Seller does not have actual, or constructive, notice that existing uses of the Property are not in full compliance with all applicable zoning laws (and applicable variances) and any other local, municipal, regional, state or federal requirements or that the improvements on the Property do not comply with all applicable building, safety, health, zoning, environmental, subdivision and other laws, ordinances and regulations;

(3) Except for the sale contemplated by this Agreement, to the knowledge of Seller as of the date hereof, there is no action, proceeding or investigation whether in the nature of eminent domain or otherwise, pending or threatened, with respect to the Property, and Seller has no knowledge of any litigation or threatened litigation affecting title to the Property or its use or operation;

(4) Seller has no actual knowledge, nor has any reason to believe that any unlawful concentrations of hazardous substances, including but not limited to those listed by the Environmental Protection Agency (40 CFR Part 302), have ever been stored or deposited on the Property or currently exist on the Property;

(5) Seller has not granted any options or any other rights to acquire fee title or other interests in the Property, other than as set forth in this Agreement;

(6) If (i) any of the representations, warranties or covenants contained in this Section 6(a) are materially inaccurate on the close of escrow, (ii) such inaccuracy materially and adversely affects the Property, or marketable title to the Property as defined in Paragraph 5(e), or Buyer's intended use thereof, and (iii) Buyer elects in writing not to purchase the Property as a sole result of such inaccuracy, Buyer may terminate this Agreement, and any pending escrow, at its option, upon written notice to Seller and shall be entitled to the prompt return of the Deposit, plus any interest earned thereon.

(7) The Board of Education of the District has authorized, with advice of legal counsel, Dr. Trudy Arriaga, as Superintendent of the Ventura Unified School District to execute this Agreement on behalf of Seller and sell the Property to Buyer.

(8) The truth, accuracy, and completeness of each of the representations, warranties and covenants of Seller set forth above, shall constitute a condition precedent to the obligations of Buyer hereunder. All representations, warranties and covenants herein set forth shall survive the close of escrow.

7. ESCROW INSTRUCTIONS. Immediately following execution of this Agreement by Buyer, a fully executed copy of this Agreement shall be deposited by Seller with Escrow Holder, and such delivery shall constitute the opening of an escrow with respect to the Property pursuant to this Agreement. It is agreed that the "General Provisions" as set forth in the Escrow Holder's printed form of escrow instructions attached hereto as Exhibit B shall be deemed incorporated herein. Said escrow shall be on the following terms and conditions:

(a) Unless previously extended in Writing by Buyer and Seller, the escrow shall close not later than 1 day after the parcel tax election results have been verified and all other contingencies of this agreement have been satisfied. If said escrow does not close as provided above, the escrow shall immediately cancel and Escrow Holder shall return all documents in escrow to their respective depositors. Cancellation of escrow as provided herein shall be without prejudice to whatever legal rights Buyer and Seller may have against each other.

(b) Seller shall cause the Escrow Holder to deliver to Buyer promptly after the close of escrow for the sale of the Property a CLTA standard coverage policy of title insurance in the amount of the Purchase Price insuring title to the Property conveyed through escrow as being vested in Buyer, subject only to current nondelinquent taxes and such other exceptions to title as have been set forth in the Title Report and not disapproved by Buyer. Buyer shall have the right to obtain an ALTA policy at Buyer's expense if Buyer so desires.

(c) Seller shall pay the cost of the policy of title insurance, the cost of the documentary transfer tax, and the cost of preparing and recording the deed. Buyer and Seller shall each pay one-half of the escrow fees.

(d) Ad valorem taxes for the current fiscal year shall be prorated as of the close of escrow.

(e) If any matters necessary to the closing of escrow have not been expressly covered herein, such matters shall be handled by the Escrow Holder in the customary manner for escrows in Ventura County as determined by the Escrow Holder.

(f) The escrow shall be subject to all of the provisions of this Agreement and any other instructions shall not supersede this Agreement in the event they are

inconsistent herewith unless such other instructions expressly provide with respect to any particular matter that this Agreement is so superseded.

8. POSSESSION. Possession of the Property shall be given to Buyer as of the date of close of escrow; subject, however, to all matters which Buyer is obligated to take title subject to as provided herein. Such matters shall include, but without limitation, (a) all matters shown as exceptions on the Title Report approved by Buyer as provided above, and (b) present and future laws, ordinances, regulations, restrictions, or orders of any federal, state, county or municipal government, such as zoning, land use, building approvals or permits, and other restrictions imposed by governmental authority.

9. OTHER DOCUMENTS. All parties agree to execute all other documents necessary or desirable to carry out the true intent and purpose of this Agreement.

10. BROKER'S COMMISSION. Seller and Buyer shall each hold the other harmless from any claim made by any broker for commissions or fees resulting from this transaction alleged to arise out of commitments made by the party holding the other harmless.

11. PRELIMINARY CHANGE OF OWNERSHIP REPORT. In accordance with Section 480.3 of the Revenue and Taxation Code, Buyer will deliver to escrow, prior to closing, a preliminary change of ownership report for filing at the time of recordation of the deed.

12. U.S. TREASURY REPORTING. Buyer and Seller are aware that escrow agent will comply with the U.S. Treasury Department's reporting requirements under the 1986 Tax Reform Act and agree to hold Escrow Holder harmless from any loss or liability in connection with the same. Seller will cooperate with Escrow Holder in supplying the necessary reporting information.

13. NOTICE. Any notices to be given hereunder shall be considered received when personally delivered or forty-eight (48) hours after deposit into the United States Mail, postage prepaid, sent by certified or registered mail with return receipt requested, if sent to the following address:

If to Seller: Assistant Superintendent, Business Services
VENTURA UNIFIED SCHOOL DISTRICT
120 Santa Clara Street
Ventura, CA 93001

If to Buyer: Paul Ruffin
General Services Agency
COUNTY OF VENTURA
800 S. Victoria Avenue
Ventura, CA 93009-1000

Any party may change the address to which notice shall be sent by giving the notice as provided above.

14. **TIME.** Time is of the essence for all provisions set forth herein.

15. **BINDING ON SUCCESSORS AND ASSIGNS.** This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, except as provided herein.

16. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between Seller and Buyer regarding the Property, and any agreements or representations concerning the Property or the rights or duties of Seller or Buyer in relation thereto not expressly set forth in this Agreement are null and void.

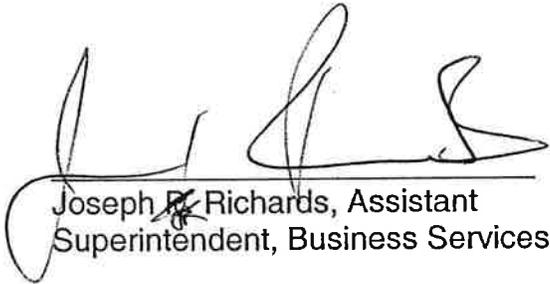
EXECUTED as of the date and year first above set forth at Ventura County, California.

SELLER:

Ventura Unified School District

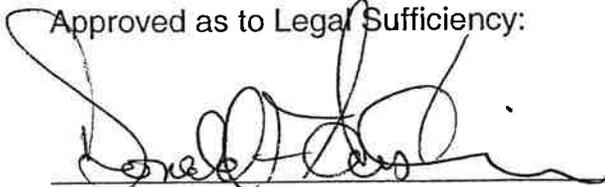


Dr. Trudy Arriaga, District Superintendent, Clerk of the Board



Joseph Richards, Assistant Superintendent, Business Services

Approved as to Legal Sufficiency:



By: Don Austin, Esq., District Counsel
Ventura Unified School District

BUYER:

County of Ventura, a Political Subdivision of the State of California



Supervisor John Flynn
Chair, Board of Supervisors



ATTEST: JOHN F. JOHNSTON
Clerk of the Board of Supervisors,
County of Ventura, State of California



By: Deputy Clerk of the Board

Approved as to Legal Sufficiency:

Frank Sieh, County Counsel
By: Donald O. Hurley,
Assistant County Counsel



Memorandum

County Executive Office

DATE: July 22, 2002

TO: Clerk of the Board

FROM: Christy Madden *cm*

SUBJECT: Revised Page – Attachment 1, Page 3 of 3, Item 38
July 23, 2002 Agenda

Attached please find 9 copies of the above information. Material to be distributed at the meeting is in underline strikeout format.

Five original clean copies are attached for signature.

8. Unless provided otherwise by the Board, the net amount of assessments collected by the County, after deduction of any compensation due the County for collection, shall be deposited in the County Treasury to the credit of the improvement fund previously established under the distinctive designation of the Oak View School Preservation and Maintenance District ("Improvement Fund"). Moneys in the Improvement Fund shall be expended only for the debt servicing and the maintenance, servicing, construction or installation of the improvements as provided in the Engineer's Report, as amended from time to time.

9. The Clerk of the Board shall record a notice and map describing the assessment pursuant to Division 4.5 (commencing with section 3100) of the Street and Highways Code.

On motion of Supervisor _____, seconded by Supervisor _____, the foregoing resolution was passed and adopted on _____, 2002.

JOHN K. FLYNN, CHAIR
BOARD OF SUPERVISORS

ATTEST: JOHN F. JOHNSTON
Clerk of the Board of Supervisors,
County of Ventura, State of California.

By: _____
Deputy Clerk of the Board



July 22, 2002

Gerard Van Steyn
2300 Boynton Ave, Ste 201
Fairfield, CA 94533

Dear Gerard,

Tabulations for the Oak View School Preservation and Maintenance District Measure have been completed. I hereby certify the following totals for the ballots that were received on or before July 22, 2002.

The totals are as following:

	<u>Parcel Vote</u>	<u>Weighted Assessment Vote</u>	<u>% Weighted Assessment</u>
Yes :	691	\$34,204.16	59.6%
No :	433	\$23,193.48	40.4%
Invalid :	18	\$705.66	

Please call me if you have any questions.

Sincerely,


Donald E. Whitteaker