

**RESOLUTION NO. 994 (23)**

**PLANNING COMMISSION RECOMMENDATIONS TO THE CITY COUNCIL  
REGARDING A THIRD AMENDMENT TO THE BURTON RANCH  
DEVELOPMENT AND ANNEXATION AGREEMENT BY AND AMONG THE  
CITY OF LOMPOC AND HARRIS GRADE PARTNERS, LP, MJ LAND, LLC,  
GHERINI BURTON RANCH LLC, SIGNORELLI BURTON RANCH, LLC AND  
THE TOWBES GROUP, INC (SP 04-01)**

**WHEREAS**, a request was received from Harris Grade Partners, LP, MJ Land, LLC, Gherini Burton Ranch, LLC, Signorelli Burton Ranch, LLC, and the Towbes Group, Inc, for Planning Commission review of a third amendment to the Burton Ranch Development and Annexation Agreement (“Project”) for the property located at the intersection of State Highway Route 1, Purisima Road, and Harris Grade Road. (APN’s: 097-250-013, 097-250-040, 097-250-050, 097-250-051, 097-250-083, 097-250-084, 097-250-085, 097-250-086 and 097-250-070); and

**WHEREAS**, the City Council certified the Final Environmental Impact Report (FEIR 02-01) for the Burton Ranch Specific Plan on February 7, 2006; and

**WHEREAS**, an Addendum to FEIR 02-01 has been prepared for the Project; and

**WHEREAS**, on March 7, 2006, the City Council adopted Ordinance No. 1520(06) approving the Burton Ranch Development and Annexation Agreement (“Development Agreement”), with an effective date of May 3, 2007, and an expiration date of May 31, 2014; and

**WHEREAS**, on May 6, 2014, the City Council adopted Ordinance No. 1602(14) approving an extension of the Agreement until May 31, 2019; and

**WHEREAS**, on May 7, 2019, the City Council adopted Ordinance No. 1669(19) approving an extension of the Agreement until May 31, 2024; and

**WHEREAS**, at the meeting of November 8, 2023, staff was present and available to answer Planning Commissioners’ questions and address their concerns; and

**WHEREAS**, at the meeting of November 8, 2023, Derek Hansen spoke in favor of the project and Joyce Van Brooke spoke regarding concerns with the Project.

**NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LOMPOC RESOLVES AS FOLLOWS:**

**SECTION 1.** After hearing testimony, reviewing the staff report, considering the evidence presented, and due deliberation of the matters presented, the Planning Commission finds that Development Agreement, with the proposed amendments:

- A. Is consistent with the objectives, policies, land uses, and programs specified in the City’s 2030 General Plan since the amendments do not change the proposed land uses, density, or development standards of the project, which was previously found to be consistent with the General Plan;

- B. Is consistent with the Burton Ranch Specific Plan, including the amendments to the Specific Plan proposed by the applicant and considered by the Planning Commission as the meeting on November 8, 2023, since the amendments do not change the proposed land uses, density, or development standards of the project, which was previously found to be consistent with the Specific Plan;
- C. Is compatible with the uses authorized in, and the performance and development standards prescribed for, the zone in which the subject parcel or site is located;
- D. Is in conformity with and will promote public convenience, general welfare, and good land use and development practices;
- E. Will be of greater benefit to the community than development absent the Development Agreement because the Development Agreement:
  - 1. Will provide to City \$1,500 per residential unit to supply funding to operate and maintain public facilities dedicated to fire protection, police protection, and library services, consistent with mitigation measures PS-2.1.1, PS-4, and PS-6.1 of the Project's Revised Final Environmental Impact Report;
  - 2. Will provide high-quality residential units that will assist in supporting a stable employment and retail customer base for the City;
  - 3. Will provide supplementary funds for the maintenance and operation of needed public facilities for the Project and for the City as a whole;
  - 4. Will result in construction of transportation improvements that are located within State of California jurisdiction and thus, outside the City's permit jurisdiction;
  - 5. Will avoid piecemeal development by master planning of a large contiguous area in lieu of individual property owners seeking development project approvals;
  - 6. Will coordinate development policies for Burton Ranch that will result in a high-quality, aesthetically pleasing development pattern;
  - 7. Will incorporate development standards that are appropriate for the Wye's semi-rural environment; and
  - 8. Will create a "sense of place" for Burton Ranch that has its roots in Lompoc's early development history.
- F. The term of the Development Agreement has a commensurate relationship to the benefits provided.

- G. The Development Agreement contains the mandatory provisions required by state laws and complies with applicable provisions of state law.
- H. The Addendum to FEIR 02-01, dated October 2023, accurately describes the project and accurately finds that there is no need to prepare a subsequent EIR or Negative Declaration pursuant to CEQA Guidelines 15162 and 15164; consequently, no further CEQA review is required.

**SECTION 2:** The Planning Commission hereby recommends that the City Council:

- A. Approve proposed Amendment No. 3 to the Burton Ranch Development and Annexation Agreement (attached as Exhibit A) with the following revision in section 6 of the Agreement as shown below:

Section 6. Section 5.02.02 is hereby added to the Agreement, to read in its entirety as follows:

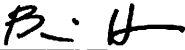
“Extension of Term for Commencement of Construction of the Project.  
If the Developers are in good faith compliance with this Agreement and Commence Construction of the Project, the Term set forth in Section 3.05 shall be automatically extended until the issuance of the final Certificate of Occupancy for the Project; provided, notwithstanding such extension, subject to Section 6.03 and all applicable notice and opportunity to cure, the Term shall expire and this Agreement shall terminate if, after Developers Commence Construction of the Project, work stops for more than twelve (12) months. For purposes of this section, Commence Construction means City has issued Developers building permits for at least 10 residential units for each subdivision, Developers have signed a contract with a general contractor for the construction of those units and has actually expended \$500,000 to compensate their contractor for actual construction work on each of those sets of units. ~~In no event will Developers’ stoppage of work for no more than twelve (12) months, with no more than six (6) of those months being consecutive, following commencement of construction result in a termination of the Agreement should the Term set forth in Sections 5.02 and 5.02.01 otherwise be in effect.”~~”]

- B. Consider EIR 02-01 and the Addendum to the EIR, dated October 2023 (attached as Exhibit B), and, based on its independent judgment, find that there is no need to prepare a subsequent EIR or Negative Declaration pursuant to CEQA Guidelines 15162 and 15164 for the reasons stated in the Addendum, and consequently find that no further CEQA review is required for this Project.

The foregoing resolution, on motion by Commissioner Braxton, seconded by Commissioner Gonzales, was adopted at the regular Planning Commission meeting of November 8, 2023, by the following vote:

**AYES:** Commissioner Cioni, Gonzales, Bridge, Braxton

**NOES:** None

  
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Brian Halvorson, Secretary

  
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Federico Cioni, Chair

**Attachments**

Exhibit A: Third Amendment to the Burton Ranch Development Agreement

Exhibit B: Addendum to Final Burton Ranch Specific Plan EIR