

Developer Built Schools *A Project in Process*

Fillmore Unified School District
Griffin Industries

California Coalition for Adequate School Housing
Spring Conference -May 15, 2003
Wyndham Emerald Plaza, San Diego, CA

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Purpose of Our Presentation



*Ultimately, we do this
for the Children.*

**To share perspectives
and perceived
benefits from the 1st
phase of an exciting,
but challenging
process leading to a
developer built
school.**

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Introductions

Mario Contini, Superintendent
Fillmore Unified School District
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Rick Niec, Vice President
Griffin Industries
Calabasas, CA
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We are not the technical experts, but we can share a process we believe in and are fully committed to pursue for our benefit and that of the community within which we operate.

The Experts We Rely On

Tom Duffy, Ed.D.
Murdoch, Walrath & Holmes
Sacramento, CA
tduffy@m-w-h.com (916-441-3300)

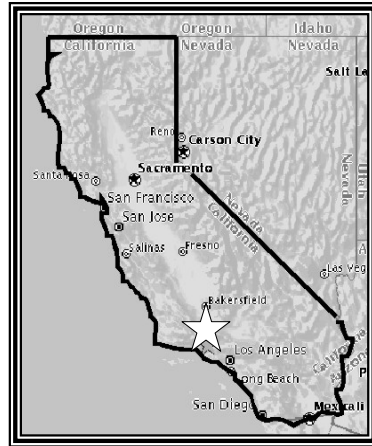
Gary Gibbs
Gibbs & Associates
Sacramento, CA
gibbsasc@aol.com (916-449-9669)

We could not do this without Tom and Gary. Their expertise, wisdom, and guidance throughout the process has been essential.

The Community

- Tourism, agriculture....
- 14,400 population
- 2.75 square miles
- Lowest median income in the county
- High percentage of affordable housing

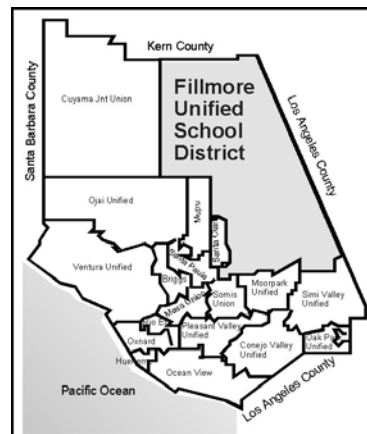
Last, Best Small Town in Southern California (Sunset Magazine)



The School District

- 572 square miles.
- 4,000 students, 360 staff
- 3 K-5 elem., 1 MS, 2 HS
- 61 % Free/Reduced Lunch
- 39 % Eng Language Learner
- 80% Hispanic

The Best Kept Secret in Ventura County



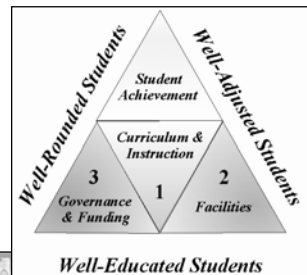
Major Community Issues

- Recovering from the 1994 Northridge Earthquake
- Preserving open space and a small town way of life
- Balancing economics and demographics
- Improving the quality of life and supporting education in the community.



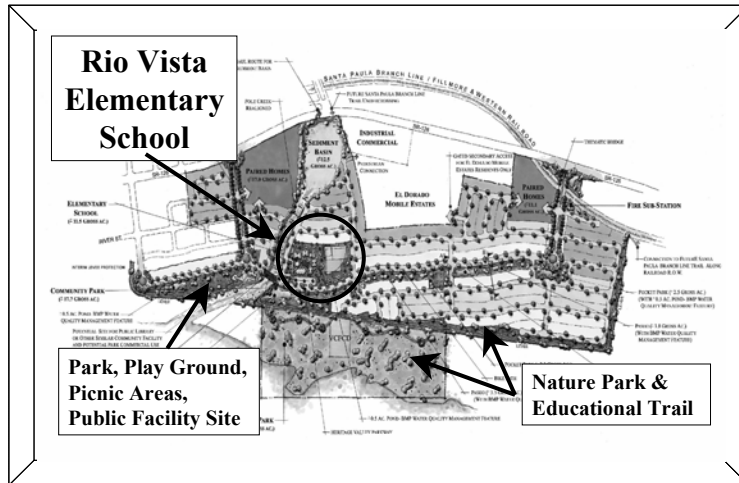
Major School District Issues

- Improving achievement
- Finding funds for facilities
- Ensuring safe schools
- Involving parents
- Improving education and supporting the quality of life in the community



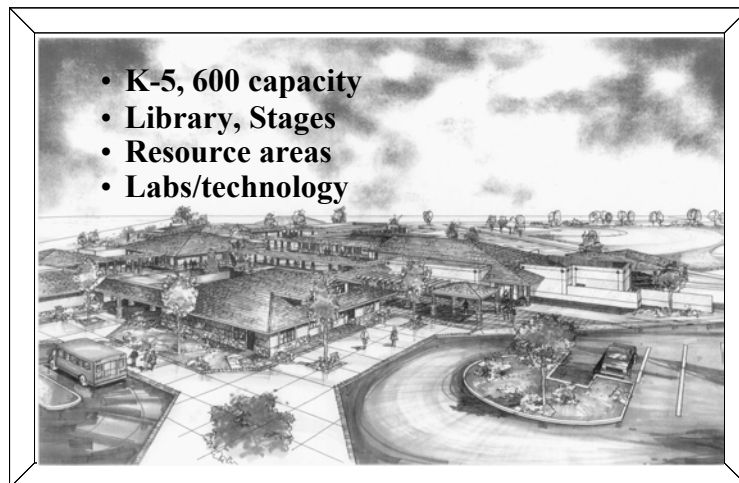
Heritage Valley Parks

(Generating 522 students, 300 K-5, 222 grades 6-8)



Rio Vista Elementary School

(K-5, 600 student capacity, developer built)



- K-5, 600 capacity
- Library, Stages
- Resource areas
- Labs/technology

Problem Statement

The School District's Point of View

- **The district cannot house students from a new development of 750 homes. Its schools are already too overcrowded.**
- **The district has exhausted its state hardship options and the community is unwilling to pass a local bond to support construction of a new school primarily serving new homes.**

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Problem Statement

Griffin Industries' Point of View

- **The reputation of the school district, with its low test scores and inadequate school facilities, does not attract “move-up” buyers.**
- **The developer, by simply paying fees, cannot promise its home buyers that the district will build a high quality, state-of-the-art school.**

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A Strong Relationship Among the Developer, District and City...

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NOW, THEREFORE, BE IT RESOLVED that we pledge to:

- (1) invest our creative energy toward an honest and cooperative governance relationship;
- (2) understand and help resolve our separate and mutual problems to achieve our joint goals and the community's vision;
- (3) and not allow individual issues or differences of opinion to drive a wedge between an effective city and school governance relationship.

- **Joint Pledge**
- **Vision 2020**
- **General Plan and Update Process**
- **3-way agreement (joint city park-school site)**

... with Mutual Expectations

Developer

Wants to build homes where he knows the schools and trusts that school officials will build schools that attract "move-up" buyers.

City

Wants to approve projects where the developer is cooperative and willing to hear and address the needs of the community.

District

Wants a school built by a trustworthy developer, at no cost to the community, and as designed by two representative committees and approved by the Board and the State.

... and confronted by community challenges

- **Conflicting community views on need**
- **Anti-growth force and legal challenges**
(The project complies with the CURB line set through two ballot measures. However, a slow/no-growth group sued to change the CURB line and then successfully negotiated its change. The group then sued to contest the EIR process.)
- **Four bond measure failures** *(2 city, 2 school district)*
- **Forced to apply for state hardship funding**
(Received two hardships already. This option is exhausted.)

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Benefits

To the Developer

1. **Developer confidence in the school district.**
2. **Greater participation in ensuring a quality school than possible by simply paying fees.**
3. **Can promise home buyers a state-of-the-art school (that's like money in the bank)**
4. **Protection against Level III fees.**
5. **Reduced per home costs by expanding CFD**
6. **Positive developer image in the community.**

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Benefits

To the School District and Community

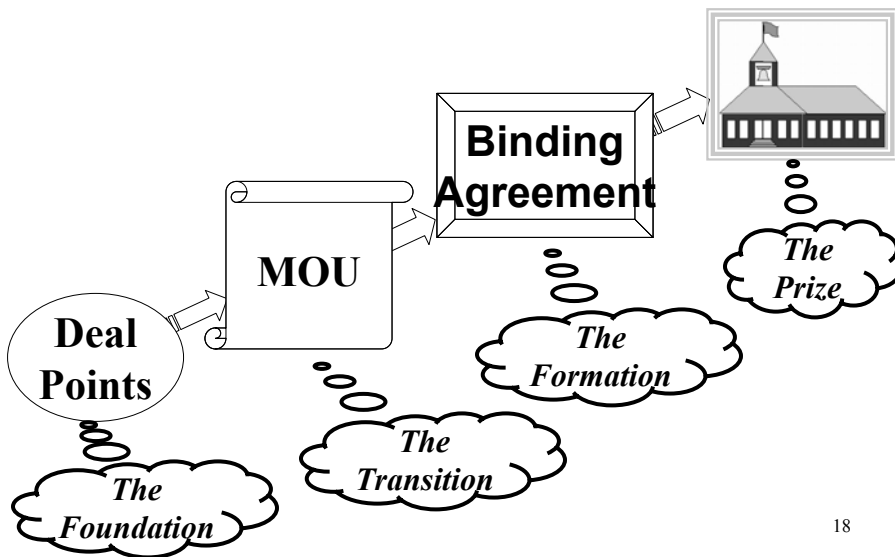
1. District confidence in the developer.
2. Better socioeconomic balance.
3. State-of-the art, neighborhood school.
4. No bond, no cost to existing residents.
5. Developer handles most construction details, but the district maintains major decision control.
6. Savings from reuse of plans.
7. Better district image.
8. Support for Community's *Vision 2020: Attaining Quality Education.*

Fillmore Unified
School District



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The Process



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Deal Points

Every situation is unique.

- **Many developer built schools underway statewide**
- **Each has a unique set of circumstances**
- **Ours is unique as well**
 - Significant infrastructure requirements (levee, wash,...)
 - 4 bond failures
 - 2 Hardships
 - S.O.A.R.

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Major Deal Points

- **Fully cover costs**
 - No cost to existing residents or district
 - Fees, buildings, landscaping, hard courts, play field, furnishings, equipment, technology
- **If no state funding is available, control costs by design efficiencies and phase-in by number of permits pulled.**
- **Developer compliance with:**
 - Educational Specs and design recommendations of two community committees, approved by the Board and State.
 - All regulations and statutes required for the district, including labor compliance.

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Other Deal Points

Concepts first, details later.

- **Developed with minimal use of attorneys.**
- **Developed with maximum use of consultants.**
- **Construction of school even if developer abandons the housing project.**
- **Complete school construction before a need to use interim housing develops.**

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Other Deal Points

-
- **Developer hiring, district approval of consultants required to comply with all regulations.**
 - **Reimbursements to the Developer.**
 - **School, MOU--condition of project approval.**
 - **District cooperation to make funding package work.**
 - **Priority enrollment privilege to project residents.**

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Memo of Understanding

- **Involves attorneys at this points.**
- **Adds detail to and convert the Deal Points into a serious commitment.**
- **Part of the Developer Agreement with the City.**
- **Transitional document and foundation for the School-Developer Agreement.**

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Binding Agreement

- **Provides form and formalization to the cooperative spirit**
- **Involves greater attorney participation**
- **Resolves outstanding issues**
- **Ensures compliance with regulations**



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What Next?

- **Specific Plan approval (Nov '02)**
- **Tentative tract map approval (Sep '03)**
- **Complete formal agreement (Sep '03)**
- **Submit for state funding (Mar '04)**
- **Finalize financing program (Mar '04)**
- **Begin home building, school site work (Jly '04)**
- **Rio Vista Elementary opens ('06-'07)**

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*Thank you
for your
attention.*

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