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** CERTIFIED SPECIALIST IN PROBATE, ESTATE PLANNING, AND TRUST LAW BY THE CALIFORNIA BOARD OF LEGAL SPECIALIZATION STATE BAR OF CALIFORNIA*

November 27, 2013

Kate McKenna,
Executive Officer
Local Agency Formation Commission of Monterey County (LAFCO)
132 W. Gabilan Street, #102
Salinas, CA 93901

Re: LAFCO Resolution 13-15-Yanks Air Museum

Dear Ms. McKenna:

I am writing on behalf of Charles and Judith Nichols (Nichols), Yanks Air Museum project applicants and owners of the Yanks Air Museum property which is the subject of the above-referenced LAFCO annexation.

On Wednesday, November 20, 2013 Nichols was notified by your staff that LAFCO recorded the Certificate of Completion for the above-referenced annexation, based on an agreement between the City of Greenfield and the Greenfield Fire Protection District for fire protection services to the Nichols property. Recordation of the Certificate of Completion, however, is contrary to the LAFCO Commission's adopted action on August 26, 2013 and contrary to the parties' actions after the August 26, 2013 hearing.

On behalf of Mr. and Mrs. Nichols, we request that LAFCO take immediate action to rescind the Certificate of Completion and thereafter not issue or record a Certificate of Completion until LAFCO receives an executed agreement between Nichols and the Greenfield Fire Protection District.

The City of Greenfield/Fire District Agreement does not satisfy Condition h. as adopted by the Commission on August 26, 2013. The staff report on which the Commission based its' August 26, 2013 action explicitly stated that an agreement between Nichols and the Fire District would be a condition of annexation and staff presented the Commission with a clarification to Condition h. at the August 26, 2013 Commission meeting which read, ***"Developers provision of written evidence of having reached agreement with the Chief of the Greenfield Fire Protection District as to the implementation of the project's existing fire protection-related and emergency medical services–related commitments, as established in the final EIR mitigation measures and in a July 2001 Memorandum of Agreement between the City of***

Greenfield and the developer." (See attached "Yanks –Recommended Conditions of Approval (revised 8/26/13).

From the Commission's action on August 26, 2013 until last week, Nichols, LAFCO, the City of Greenfield and the Greenfield Fire Protection District have all understood and acknowledged that the annexation could not be completed until an agreement was reached between Nichols and the Greenfield Fire Protection District to implementation the Yank Air Museum project's fire protection commitments, as previously established in the Yanks Air Museum Final EIR mitigation measures and the July 2001 Memorandum of Agreement between the City of Greenfield and Nichols.

Since August 26, Mr. Nichols has been working in good faith with the Greenfield Fire Protection District to achieve the requisite Developer/Fire District Agreement, but no agreement has been reached. Accordingly, Condition h. has not been satisfied, and the annexation Certificate of Completion is not valid.

I request a meeting with you and LAFCO legal counsel on Monday, December 2 to discuss actions to avoid the need to seek a judicial remedy.

I further request, pursuant to the California Public Records Act, Govt. Code Sec. 6250, et. seq., that you provide my office with copies of all documents and correspondence in your possession from June 1, 2013 to date, concerning the Yanks Air Museum, between 1) LAFCO and the City of Greenfield; 2) the City of Greenfield and the Greenfield Fire Protection District; and 3) LAFCO and the Greenfield Fire Protection District; as well as the videotape of the August 26, 2013 LAFCO hearing.

Sincerely,

NOLAND, HAMERLY, ETIENNE & HOSS
A Professional Corporation

Christine G. Kemp

CGK:aac

cc: Simon Salinas, LAFCO member and District 3 Supervisor
Lou Calcagno, LAFCO Chair
Les Girard, LAFCO Counsel
Susan Stanton, Greenfield City Manager
Rich Foster, Chief Greenfield Fire Protection District
Mr. and Mrs. Charles Nichols, property owners, Yanks Air Museum

Yanks – Recommended Conditions of Approval (revised 8/26/13)

The proposal is approved subject to:

a. Review and pre-clearance of the annexation by the United States Department of Justice pursuant to Section 5 of the Voting Rights Act;

b. Completion of the Reconsideration process described in Government Code section 56895;

c. Preparation of a map and geographic description acceptable to the State Board of Equalization;

d. Payment of all fees incurred in the processing of the application consistent with the LAFCO fee schedule, including the fee required by the State Board of Equalization;

e. The applicant City's indemnification of LAFCO for any court costs and attorneys' fees that may be required by a court to pay as a result of such action;

f. Inclusion of 101 freeway right-of-way adjacent to the site's west boundary in the annexation map and accompanying text;

g. Execution of a written City/County agreement confirming that the City will assume all condition compliance and environmental mitigation monitoring and reporting program (MMRP) rights and obligations of the County with respect to any approvals that have been granted, and

h. Developer's provision of written evidence of having reached agreement with the Chief of the Greenfield Fire Protection District as to the implementation of the project's existing fire protection-related and emergency medical services-related commitments, as established in the Final EIR mitigation measures and in a July 2001 Memorandum of Agreement between the City of Greenfield and the developer.