CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

5:30 P.M. – CLOSED SESSION
6:30 P.M. – ADJOURNED REGULAR MEETING

JANUARY 22, 2014
Council Chambers
23873 Clinton Keith Road

Marsha Swanson, Mayor/Chairman
Ben Benoit, Mayor Pro Tem/Vice-Chairman
Bob Cashman, Council Member/Trustee
Bridgette Moore, Council Member/Trustee
Timothy Walker, Council Member/Trustee

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA JANUARY 22, 2014

ORDER OF BUSINESS: Public sessions of all regular meetings of the City Council begin at 6:30 p.m. Closed Sessions begin at 5:30 p.m. or such other time as noted.

REPORTS: All agenda items and reports are available for review at: Wildomar City Hall, 23873 Clinton Keith Road; Mission Trail Library, 34303 Mission Trail Blvd.; and on the City's website, www.cityofwildomar.org. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at City Hall during regular business hours.

PUBLIC COMMENTS: Prior to the business portion of the agenda, the City Council will receive public comments regarding any items or matters within the jurisdiction of the governing body. The Mayor will separately call for testimony at the time of each public hearing. If you wish to speak, please complete a "Public Comment Card" available at the Chamber door. The completed form is to be submitted to the City Clerk prior to an individual being heard. Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker.

ADDITIONS/DELETIONS: Items of business may be added to the agenda upon a motion adopted by a minimum 2/3 vote finding that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the agenda being posted. Items may be deleted from the agenda upon request of staff or upon action of the Council.

CONSENT CALENDAR: Consent Calendar items will be acted on by one roll call vote unless Council members, staff, or the public request the item be discussed and/or removed from the Consent Calendar for separate action.

PLEASE TURN ALL DEVICES TO VIBRATE/MUTE/OFF FOR THE DURATION OF THE MEETING. YOUR COOPERATION IS APPRECIATED.

CALL TO ORDER – CITY COUNCIL CLOSED SESSION–5:30 P.M.

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matters of pending litigation:

A. Citizens for Quality Development v. City of Wildomar and Sunbelt Communities - Case No. MCC 1300818

B. Alliance for Intelligent Planning v. City of Wildomar - Case No. MCC 1400012

C. Alliance for Intelligent Planning v. City of Wildomar and CV Communities - Case No. MCC1400009

D. Martha Bridges and John Burkett v. City of Wildomar and CV Communities - Case No. RIC 1400419

RECONVENE INTO OPEN SESSION

ANNOUNCEMENT

ADJOURN CLOSED SESSION

Passing of the gavel from the 2013 Mayor to the 2014 Mayor.

CALL TO ORDER – REGULAR SESSION - 6:30 P.M.

ROLL CALL

FLAG SALUTE

PRESENTATIONS

Recognition of 2013 Mayor Timothy Walker

Recognition of Van Wilfinger

Boys Soccer Team

Elsinore High School FFA Presentation

Fire Department Update

PUBLIC COMMENTS

This is the time when the City Council receives general public comments regarding any items or matters within the jurisdiction of the City Council that do not appear on the agenda. Each speaker is asked to fill out a "Public Comments Card" available at the Chamber door and submit the card to the City Clerk. Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker. Prior to taking action on any open session agenda item, the public will be permitted to comment at the time it is considered by the City Council.

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

The City Council to approve the agenda as it is herein presented, or, if it the desire of the City Council, the agenda can be reordered at this time.

1.0 CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Council, the Public, or Staff request that specific items are removed from the Consent Calendar for separate discussion and/or action.

1.1 Reading of Ordinances

RECOMMENDATION: Staff recommends that the City Council approve the reading by title only of all ordinances.

1.2 Minutes – December 11, 2013 Regular Meeting

RECOMMENDATION: Staff recommends that the City Council approve the Minutes as presented.

1.3 Minutes – January 8, 2014 Adjourned Regular Meeting

RECOMMENDATION: Staff recommends that the City Council approve the Minutes as presented.

1.4 Warrant & Payroll Registers

RECOMMENDATION: Staff recommends that the City Council approve the following:

1. Warrant Register dated 12-05-13 in the amount of $54,543.48;
2. Warrant Register dated 12-05-13 in the amount of $6,211.01;
3. Warrant Register dated 12-12-13 in the amount of $144,169.74;
4. Warrant Register dated 12-19-13 in the amount of $377,601.56;
5. Warrant Register dated 12-19-13 in the amount of $27,541.32; and
6. Payroll Register dated 01-22-14 in the amount of $53,556.59.

1.5 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for November, 2013.

1.6 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for December, 2013.

1.7 Accept Resignation of Planning Commissioner Robert Devine (Councilman Cashman Appointment)

RECOMMENDATION: Staff recommends that the City Council:

1. Accept the resignation of Planning Commissioner Robert Devine;
2. Declare a vacancy on the Planning Commission; and
3. Direct the City Clerk to advertise for the unexpired term.

1.8 Declare Three Vacancies on the Measure Z Oversight Advisory Committee

RECOMMENDATION: Staff recommends that the City Council:

1. Declare three vacancies on the Measure Z Oversight Advisory Committee, for seats currently held by Scott Bradstreet, John Lloyd, and Kristen West; and
2. Direct the City Clerk to advertise for the vacancies.

1.9 Westpark Promenade Project Environmental Impact Report Consultant Agreement (Planning Application No. 13-0082)

RECOMMENDATION: Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement between the City of Wildomar, Golden Eagle Multi-Family Properties, LLC, and ESA Associates, Inc., for the preparation of an Environmental Impact Report (EIR) for the Westpark Promenade project; and
2. Authorize the City Manager to execute a Consultant Services Agreement between the City of Wildomar and ESA Associates, Inc., for the preparation of an EIR for the Westpark Promenade project.

1.10 Second Reading - Housing Element Ordinances

RECOMMENDATION: The Planning Commission recommends that the City Council adopt the following Ordinances entitled:

ORDINANCE NO. 84
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-06 TO AMEND TITLE 17 OF THE ZONING ORDINANCE TO ADOPT A MIXED USE OVERLAY ZONE TO COMPLY WITH IMPLEMENTATION OF THE 2013-2021 HOUSING ELEMENT PROGRAMS

ORDINANCE NO. 85
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 13-02 FOR THE ADOPTION OF AN IMPLEMENTING MIXED USE (MU) OVERLAY ZONE DISTRICT FOR 20 PARCELS WITH THE

EXISTING LAND USE DESIGNATION OF MIXED USE PLANNING AREA (MUPA) FOR APN'S: 376-190-001; 380-160-005; 380-160-009; 376-410-021; 380-160-006; 380-160-004; 376-410-017; 362-250-001; 376-190-002; 380-160-007; 376-180-006; 367-050-068; 380-160-003; 367-180-015; 367-180-043; 376-410-016; 362-250-029; 380-160-008; 367-050-064; 376-410-015

ORDINANCE NO. 87
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-03 TO AMEND CHAPTER 17 OF THE WILDOMAR MUNICIPAL CODE TO IMPLEMENT THE 2013-2021 WILDOMAR HOUSING ELEMENT BY ADDING SINGLE ROOM OCCUPANCIES, FARMWORKER HOUSING, TRANSITIONAL HOUSING, SUPPORTIVE HOUSING, SECONDARY DWELLING UNITS, AND STATE-LICENSED RESIDENTIAL CARE FACILITIES TO THE LISTS OF PERMITTED USES IN CERTAIN ZONES

ORDINANCE NO. 88
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-04 TO AMEND TITLE 17 OF THE ZONING ORDINANCE TO ADOPT A DENSITY BONUS ORDINANCE TO COMPLY WITH STATE LAW AND IMPLEMENT THE 2013-2021 HOUSING ELEMENT PROGRAMS

ORDINANCE NO. 89
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-05 TO AMEND TITLE 17 OF THE ZONING ORDINANCE TO ADOPT A REASONABLE ACCOMMODATIONS ORDINANCE TO IMPLEMENT THE 2013-2021 HOUSING ELEMENT PROGRAMS

1.11 <u>Second Reading – Ordinance No. 90 - Change of Zone No. 13-007</u>
<u>RECOMMENDATION:</u> Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 90
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PER SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES AND APPROVING A CONDITIONAL

CHANGE OF ZONE (PLANNING APPLICATION NO. 13-0007) FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) FOR PROPERTY LOCATED AT 32299 WILDOMAR ROAD (APN: 365-051-025)

1.12 Second Reading – Ordinance No. 91 - Development Agreement #13-0083 (The Rancon Group for Tentative Tract Map No. 31479

RECOMMENDATION: Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 91

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (PLANNING APPLICATION NO. 13-0083) FOR TENTATIVE TRACT MAP NO. 31479 GENERALLY LOCATED ON THE EAST SIDE OF GEORGE AVENUE APPROXIMATELY 440 FEET SOUTH OF LA ESTRELLA ROAD (APN: 362-240-020, 023, 029, 031 & 032)

1.13 Statement of Investment Policy FY13-14

RECOMMENDATION: Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING STATEMENT OF INVESTMENT POLICY

1.14 Tentative Tract Map No. 36519 – Receive and File Planning Commission's Approval

RECOMMENDATION: Staff recommends the City Council receive and file the report.

2.0 PUBLIC HEARINGS

2.1 Five-Year Capital Improvement Program (Fiscal Years 2013/14 to 2017/18)

RECOMMENDATION: Staff recommends that the City Council continue the Public Hearing to February 12, 2014 at 6:30 p.m.

2.2 Development Impact Fee Study

RECOMMENDATION: Staff recommends that the City Council

1. Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING AND RESTATING ARTICLE I (DEVELOPMENT IMPACT FEES) OF CHAPTER 3.44 (FEES) OF THE WILDOMAR MUNICIPAL CODE AND AMENDING SECTION 16.20.02 (PARK AND RECREATION FEES AND DEDICATIONS) OF THE WILDOMAR MUNICIPAL CODE

2. Conduct a Public Hearing to receive testimony regarding the Development Impact Fee Study Report dated January 16, 2014 for the City of Wildomar, and

3. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE "CITY OF WILDOMAR IMPACT FEE STUDY", ESTABLISHING NEW DEVELOPMENT IMPACT FEES APPLICABLE TO ALL DEVELOPMENT IN THE CITY OF WILDOMAR, AND DETERMINING THE FAIR MARKET VALUE OF LAND FOR THE PURPOSES OF CALCULATING FEES IN LIEU OF PARK LAND DEDICATION UNDER SECTION 16.20.020 OF THE WILDOMAR MUNICIPAL CODE

3.0 GENERAL BUSINESS

3.1 General Plan Amendment (GPA) - Planning Application No. 13-0039 (Northwest corner of Elizabeth Ln. & Prielipp Rd.- APN: 380-250-023)

RECOMMENDATION: The Planning Commission recommends the City Council not support the initiation of a General Plan Amendment for the Strata/Prielipp Project (Planning Application No. 13-0039) to change the land use designation from Business Park (BP) to High Density Residential (HDR).

3.2 Planning Commission Appointment (Mayor Swanson Appointment)

RECOMMENDATION: Staff recommends that Mayor Swanson appoint a citizen to serve as a Commissioner on the Planning Commission for an unexpired term of December, 2014, subject to ratification by a majority vote of the City Council.

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

In accordance with Government Code Section 54952.3, I, Debbie A. Lee, City of Wildomar City Clerk, do hereby declare that the Board of Trustees will receive no compensation or stipend for the convening of the following regular meeting of the Wildomar Cemetery District.

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

PUBLIC COMMENTS

This is the time when the Board of Trustees receives general public comments regarding any items or matters within the jurisdiction of the Wildomar Cemetery District that do not appear on the agenda. Each speaker is asked to fill out a "Public Comments Card" available at the Chamber door and submit the card to the Clerk of the Board. Lengthy testimony should be presented to the Board in writing (15 copies) and only pertinent points presented orally. The time limit for public comments is three minutes per speaker. Prior to taking action on any item, the public may comment at the time it is considered by the Board.

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

The Board of Trustees to approve the agenda as it is herein presented, or if it the desire of the Board, the agenda can be reordered at this time.

4.0 CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Board, the Public, or Staff request that specific items are removed from the Consent Calendar for separate discussion and/or action.

4.1 Minutes – December 11, 2013 Regular Meeting
RECOMMENDATION: Staff recommends that the Board of Trustees approve the Minutes as submitted.

4.2 Minutes – January 8, 2014 Adjourned Regular Meeting
RECOMMENDATION: Staff recommends that the Board of Trustees approve the Minutes as submitted.

4.3 Warrant Register

RECOMMENDATION: Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 12-05-13, in the amount of $319.10;
2. Warrant Register dated 12-12-13, in the amount of $945.97;
3. Warrant Register dated 12-19-13, in the amount of $30.58; and
4. Warrant Register dated 12-19-13, in the amount of $126.62.

4.4 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for November, 2013.

4.5 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for December, 2013

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

February 12	June 11	October 8
March 12	July 9	November 12
April 9	August 13	December 10
May 14	September 10	January 14

If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951/677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

I, Debbie A. Lee, Wildomar City Clerk, do certify that on January 17, 2014, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

Wildomar City Hall, 23873 Clinton Keith Road,
U.S. Post Office, 21392 Palomar Street,
Library, 34303 Mission Trail Blvd.

Debbie A. Lee

Debbie A. Lee, CMC, City Clerk

ITEM #1.2

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
DECEMBER 11, 2013

CALL TO ORDER – CLOSED SESSION - 5:30 P.M.

The closed session of December 11, 2013, of the Wildomar City Council was called to order by Mayor Walker at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California, and Marriott Hotel, 800 Place Leigh-Capreol, Dorval, QC H4Y 0A4, Canada.

City Council Roll Call showed the following Members in attendance: Mayor Walker, Mayor Pro Tem Swanson, Council Members Benoit, Cashman (called in at 5:36 p.m.), and Moore. Members absent: None.

Staff in attendance: City Manager Nordquist, City Attorney Jex, and City Clerk Lee.

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

City Attorney Jex stated an item needs to be added to the closed session. Today the City received a letter raising some comments with respect to the Housing Element, which is on the agenda, and raising comments regarding the EIR for the Housing Element which is also on the agenda. This came to the attention of Staff after the posting of the agenda and Staff needs direction from the Council regarding these items. This would be added to item #3 on the Closed Session.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Swanson, to add the item to the closed session agenda.

MOTION carried, 4-0, with Councilman Cashman absent.

City Attorney Jex stated the added item will be added to item #3. Instead of one matter of potential exposure to litigation, it will be two.

City Clerk Lee read the following:

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with

regard to the following matters of pending litigation:

A. Laura Poetoehena v. City of Wildomar, et al
Case No. MCC 1301139

B. Citizens for Quality Development v. City of Wildomar and Sunbelt Communities
Case No. MCC 1300818

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(4) to confer with legal counsel with regard to one matter of potential initiation of litigation.

3. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(2) to confer with legal counsel with regard to two matters of potential exposure to litigation.

RECONVENE INTO OPEN SESSION

At 6:39 p.m. the City Council reconvened into open session with all Council Members present.

ANNOUNCEMENT

City Attorney Jex stated the Council met in closed session regarding all of the items listed on the agenda, plus the item added. There is no reportable action from closed session.

ADJOURN CLOSED SESSION

There being no further business Mayor Walker declared the closed session adjourned at 6:40 p.m.

CALL TO ORDER – REGULAR SESSION - 6:30 P.M.

The regular meeting of December 11, 2013, of the Wildomar City Council was called to order by Mayor Walker at 6:40 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California, and Marriott Hotel, 800 Place Leigh-Capreol, Dorval, QC H4Y 0A4, Canada.
City Council Roll Call showed the following Members in attendance: Mayor Walker, Mayor Pro Tem Swanson, Council Members Benoit, Cashman (by phone), and Moore. Members absent: None.

Staff in attendance: City Manager Nordquist, City Attorney Jex, Public Works Director York, Planning Director Bassi, City Controller Cheng, Police Chief Kennedy-Smith, Administrative Analyst Morales, and City Clerk Lee.

The Flag Salute was led by Councilman Benoit.

PRESENTATIONS

Mayor Walker presented Certificates to the Wildomar Girls Soccer Team.

Mayor Walker presented a plaque to Former Planning Commissioner Mike Kazmier.

Mayor Walker presented a Proclamation to Peter Southward for attaining the Eagle Scout rank.

Fire Department Update

Police Chief Kennedy-Smith presented the Police quarterly report.

PUBLIC COMMENTS

Sycamore Academy students presented an update of events at the school.

Lenore DeJesus, Youth Opportunity Centers, spoke regarding the Voices for Youth program.

Patrick Taylor, Voices for Youth, spoke about drug and alcohol abuse about young people.

Benjaman Robbins, Voices for Youth, spoke about discrimination.

Gayl Taylor, resident, spoke regarding the settlement agreement with Sunbelt Communities.

Ms. Miller, resident, spoke regarding global warming.

COUNCIL COMMUNICATIONS

The City Council Members gave updates on the various Boards, Committees, and Commissions they are appointed to and upcoming events in the City.

City Attorney Jex stated that because there is one Council Member who is participating off-site, all votes must be by roll call vote.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Councilman Benoit, seconded by Councilwoman Moore, to approve the agenda as is presented.

MOTION carried on the following roll call vote:

AYE:	Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO:	None
ABSTAIN:	None
ABSENT:	None

1.0 CONSENT CALENDAR

City Clerk Lee advised that item #1.2 be pulled for separate action. Also there is a speaker for items #1.8 and #1.10.

Item #1.8:

Ms. Miller, resident, stated her opposition to the item.

Item #1.10:

Ms. Miller, resident, stated her opposition to the item.

City Clerk Lee advised that for item #1.10 the City received a letter from

Ray Johnson, and a separate letter from Gerard Ste. Marie, Martha Bridges, and John Burkett. The Council has the letters at the dais and the letters were emailed to Councilman Cashman.

A MOTION was made by Councilman Benoit, seconded by Councilwoman Moore, to approve the Consent Calendar, with the exception of item #1.2, as presented.

MOTION carried on the following roll call vote:

AYE:	Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO:	None
ABSTAIN:	None
ABSENT:	None

1.1 <u>Reading of Ordinances</u>
Approved the reading by title only of all ordinances.

1.3 <u>Warrant & Payroll Registers</u>
Approved the following:
1. Warrant Register dated 11-14-13 in the amount of $193,369.00;
2. Warrant Register dated 11-21-13 in the amount of $1,352.68;
3. Warrant Register dated 11-21-13 in the amount of $62,707.08;
4. Warrant Register dated 11-21-13 in the amount of $168,601.43;
5. Warrant Register dated 11-27-13 in the amount of $196,141.48; &
6. Payroll Register dated 12-02-13 in the amount of $23,957.30.

1.4 <u>Treasurer's Report</u>
Approved the Treasurer's Report for October, 2013.

1.5 <u>FY 2013 Emergency Management Performance Grant (EMPG) Program Award</u>
1. Accepted $14,942 in funding from Riverside County's FY 2013 Emergency Management Performance Grant Program; and
2. Adopted a Resolution entitled:

RESOLUTION NO. 2013 - 42
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PARTICIPATION IN THE FY13 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR AND ON BEHALF OF THE CITY

1.6 FY 2013 State Homeland Security Program (SHSP) Award

1. Accepted $6,612 in funding from Riverside County's FY 2013 State Homeland Security Program (SHSP); and

2. Adopted a Resolution entitled:

RESOLUTION NO. 2013 - 43
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PARTICIPATION IN THE FY 2013 STATE HOMELAND SECURITY PROGRAM (SHSP) AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR AND ON BEHALF OF THE CITY

1.7 Second Reading - Ordinance No. 81 - Change to Procedures for Processing Minor Changes to Tentative Maps

Tabled this item indefinitely.

1.8 Tri-Party Consultant Service Agreement for the Villa Sienna Apartment Project Environmental Impact Report (Planning Application No. 13-0089)

1. Authorized the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Golden Eagle Multi-Family Properties, LLC, and First Carbon Solutions/MBA, Inc., for the preparation of an Environmental Impact Report (EIR) for the Villa Sienna Apartment project; and

2. Authorized the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and First Carbon Solutions/MBA, Inc., for the preparation of an Environmental Impact Report (EIR) for the Villa Sienna Apartment project.

1.9 Award of Landscape and Parks Maintenance Agreement with Inland Empire Landscape Inc.

Executed the Landscape and Parks Maintenance Services Agreement with Inland Empire Landscape Inc. and appropriate the funds identified in the Fiscal Impacts section of this report.

1.10 Second Reading – Ordinance No. 82 - Development Agreement No. 12-0395 (C.V. Communities for Tentative Tract Map Nos. 25122 & 32078)

Adopted an Ordinance entitled:

ORDINANCE NO. 82
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT FOR TENTATIVE TRACT MAP NOS. 25122 AND 32078 (PLANNING APPLICATION NO. 12-0395) GENERALLY LOCATED AT THE SOUTHWEST CORNER OF MCVICAR STREET AND PALOMAR STREET (APN: 380-080-008, 380-080-009, 380-080-012, 380-080-013, 380-080-014, and 380-140-001)

1.11 Proclamation Rescinding the Open Burn Ban

Adopted a Proclamation rescinding the Open Burn Ban Proclamation implemented on June 26, 2013.

ITEMS REMOVED FROM THE CONSENT CALENDAR

1.2 Minutes – November 13, 2013 Regular Meeting

City Clerk Lee advised on page two, announcement out of closed session. It was erroneously stated there was no announcement and there was. It should state, "City Attorney Jex announced, in regards to item #1.A, the Plaintiff's have filed an appeal. The City Council unanimously voted to defend the appeal. In regards to item #1.C, the City Council unanimously approved a final settlement agreement and authorized the City Manager to sign it. As for all other items there is no reportable action"

A MOTION was made by Councilwoman Moore, seconded by Councilman Benoit, to approve the Minutes as amended.

MOTION carried on the following roll call vote:

AYE:	Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO:	None
ABSTAIN:	None
ABSENT:	None

2.0 PUBLIC HEARINGS

2.1 Allocation of Community Development Block Grant (CDBG) Funds (Cont. from 11-13-13)

City Clerk Lee read the title.

Mayor Walker opened the public hearing.

City Manager Nordquist presented the staff report.

SPEAKERS:

Bonnie Osting, Merit Housing, spoke regarding the senior assistance living facility and the monies they are requesting.

Melissa Diels, HOPE, spoke regarding the program and the monies they are requesting.

Tammy Marine, Habitat for Humanity, spoke regarding their program and the monies they are requesting.

Dorcas Shaktman, Assistance League of Temecula Valley, spoke regarding their program and the monies they are requesting.

There being no further speakers, Mayor Walker closed the public hearing.

Discussion ensued regarding how to split up the monies allotted to the City.

A MOTION was made, and amended, by Councilwoman Moore, seconded by Councilman Benoit, to allocate the following:

$7,778 to HOPE
$2,500 to Merit Housing
$2,500 to Habitat for Humanity
$4,000 to Assistance League of Temecula Valley

and to adopt a Resolution entitled:

RESOLUTION NO. 2013 - 44
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA**,** AUTHORIZING THE ALLOCATION OF COMMUNITY

DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2014/2015

MOTION carried on the following roll call vote:

AYE:	Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO:	None
ABSTAIN:	None
ABSENT:	None

2.2 <u>City of Wildomar 2013-2021 Housing Element Update</u>

City Clerk Lee read the title and also advised the City did receive a letter from Ray Johnson and from Gary Andre. The Council has the copies at the dais, and was also emailed to Councilman Cashman.

Assistant City Planner Teague presented the staff report.

Mayor Walker opened the public hearing.

Speakers:

Monty Goddard, resident, stated his concerns with the lack of law enforcement presently and housing versus commercial properties.

Ms. Miller, resident, stated her opposition to the item.

There being no further speakers, Mayor Walker closed the public hearing.

Discussion ensued regarding the housing element.

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Swanson, to adopt a Resolution entitled.

RESOLUTION NO. 2013 - 45
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (SCH# 2013051001) AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE 2013–2021 HOUSING ELEMENT UPDATE PROJECT CONSISTING OF GENERAL PLAN AMENDMENT NO. 13-02, ZONE CHANGE NOS. 13-02 & 13-03; AND ZONING ORDINANCE AMENDMENT NOS.

13-03, 13-04, 13-05 & 13-06

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: Council Member Cashman
ABSTAIN: None
ABSENT: None

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Swanson, to adopt a Resolution entitled.

RESOLUTION NO. 2013 - 46
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 13-02 TO: 1) ADOPT THE 2013–2021 HOUSING ELEMENT UPDATE; 2) CHANGE THE EXISTING LAND USE DESIGNATION FROM MEDIUM HIGH DENSITY RESIDENTIAL (MHDR) TO HIGHEST DENSITY RESIDENTIAL (HHDR) FOR THREE (3) PARCELS (APN'S: 380-220-002; 370-400-009; & 380-270-013); 3) CHANGE THE EXISTING LAND USE DESIGNATION FROM BUSINESS PARK (BP) TO HIGHEST DENSITY RESIDENTIAL (HHDR) FOR ONE (1) PARCEL (APN: 380-250-003 - THE SOUTHERLY 10-ACRE PORTION OF SAID PARCEL); AND 4) A CHANGE TO TABLE LU-4 OF THE GENERAL PLAN LAND USE ELEMENT (PAGE LU-42) TO ESTABLISH A MINIMUM DENSITY OF AT LEAST 30 UNITS/ACRE AND A MINIMUM SITE DEVELOPMENT SIZE OF 30% OF SITE FOR MULTI-FAMILY PROJECTS FOR ANY PROPERTY WITH THE MUPA LAND USE DESIGNATION

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: None
ABSTAIN: None
ABSENT: None

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Swanson, to introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 84
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-06 TO AMEND TITLE 17 OF THE ZONING ORDINANCE TO ADOPT A MIXED USE OVERLAY ZONE TO COMPLY WITH IMPLEMENTATION OF THE 2013-2021 HOUSING ELEMENT PROGRAMS

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: Council Member Cashman
ABSTAIN: None
ABSENT: None

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Swanson, to introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 85
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 13-02 FOR THE ADOPTION OF AN IMPLEMENTING MIXED USE (MU) OVERLAY ZONE DISTRICT FOR 20 PARCELS WITH THE EXISTING LAND USE DESIGNATION OF MIXED USE PLANNING AREA (MUPA) FOR APN'S: 376-190-001; 380-160-005; 380-160-009; 376-410-021; 380-160-006; 380-160-004; 376-410-017; 362-250-001; 376-190-002; 380-160-007; 376-180-006; 367-050-068; 380-160-003; 367-180-015; 367-180-043; 376-410-016; 362-250-029; 380-160-008; 367-050-064; 376-410-015

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: Council Member Cashman
ABSTAIN: None
ABSENT: None

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Swanson, to table an Ordinance entitled:

ORDINANCE NO. 86
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 13-03 TO CHANGE THE EXISTING ZONING DESIGNATION FROM R-R (RURAL RESIDENTIAL ZONE) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR FOUR (4) PARCELS (APN'S: 380-220-002; 370-400-009; 380-270-013 & 380-250-003-THE SOUTHERLY 10-ACRE PORTION OF SAID PARCEL)

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: None
ABSTAIN: None
ABSENT: None

A MOTION was made by Councilwoman Moore, seconded by Councilman Benoit, to Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 87
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-03 TO AMEND CHAPTER 17 OF THE WILDOMAR MUNICIPAL CODE TO IMPLEMENT THE 2013-2021 WILDOMAR HOUSING ELEMENT BY ADDING SINGLE ROOM OCCUPANCIES, FARMWORKER HOUSING, TRANSITIONAL HOUSING, SUPPORTIVE HOUSING, SECONDARY DWELLING UNITS, AND STATE-LICENSED RESIDENTIAL CARE FACILITIES TO THE LISTS OF PERMITTED USES IN CERTAIN ZONES

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: None
ABSTAIN: None
ABSENT: None

A MOTION was made by Councilwoman Moore, seconded by Councilman Benoit, to Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 88
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-04 TO AMEND TITLE 17 OF THE ZONING ORDINANCE TO ADOPT A DENSITY BONUS ORDINANCE TO COMPLY WITH STATE LAW AND IMPLEMENT THE 2013-2021 HOUSING ELEMENT PROGRAMS

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: None
ABSTAIN: None
ABSENT: None

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Swanson, to Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 89
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-05 TO AMEND TITLE 17 OF THE ZONING ORDINANCE TO ADOPT A REASONABLE ACCOMMODATIONS ORDINANCE TO IMPLEMENT THE 2013-2021 HOUSING ELEMENT PROGRAMS

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: Council Member Cashman
ABSTAIN: None
ABSENT: None

2.3 <u>Change of Zone and Plot Plan No. 13-0007</u>

City Clerk Lee read the title.

Mayor Walker opened the public hearing.

Assistant Planner Garcia presented the staff report.

There being no speakers, Mayor Walker closed the public hearing.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Swanson, to Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 90
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PER SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES AND APPROVING A CONDITIONAL CHANGE OF ZONE (PLANNING APPLICATION NO. 13-0007) FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) FOR PROPERTY LOCATED AT 32299 WILDOMAR ROAD (APN: 365-051-025)

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: None
ABSTAIN: None
ABSENT: None

A MOTION was made by Councilwoman Moore, seconded by Councilman Benoit, to adopt a Resolution entitled:

RESOLUTION NO. 2013 - 47
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PER SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES AND ADOPTING A RESOLUTION APPROVING A PLOT PLAN (PLANNING APPLICATION NO. 13-0007) TO ALLOW AN “AS-BUILT” 1,150-SQUARE-FOOT MEDICAL OFFICE BUILDING, SUBJECT TO CONDITIONS, LOCATED AT 32299 WILDOMAR ROAD (APN: 365-051-025)

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: None
ABSTAIN: None

ABSENT: None

2.4 Planning Application No. 13-0083 - Development Agreement - The Rancon Group for Tentative Tract Map No. 31479

City Clerk Lee read the title.

Mayor Walker opened the public hearing.

Public Works Director York presented the staff report.

SPEAKERS:

Ms. Miller, resident, spoke in opposition to the item.

There being no further speakers, Mayor Walker closed the public hearing.

A MOTION was made by Councilman Benoit, seconded by Councilwoman Moore, to Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 91
A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (PLANNING APPLICATION NO. 13-0083) FOR TENTATIVE TRACT MAP NO. 31479 GENERALLY LOCATED ON THE EAST SIDE OF GEORGE AVENUE APPROXIMATELY 440 FEET SOUTH OF LA ESTRELLA ROAD (APN: 362-240-020, 023, 029, 031 & 032)

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: None
ABSTAIN: None
ABSENT: None

3.0 GENERAL BUSINESS

3.1 Planning Application No. 13-0107 - Shapouri & Associates General Plan Amendment (GPA) for the Spring Meadows Ranch Project

City Clerk Lee read the title.

At 8:42 p.m. the City Council took a recess.
At 8:49 p.m. the City Council reconvened into open session, with all Council Members present.

Assistant City Planner Teague presented the staff report.

Mr. Shapouri, applicant, presented a draft of the proposed project.

George Taylor, The Farm resident, stated his concern of the use of the Farm roads.

Ms. Miller, resident, stated her opposition to the item.

Council discussion ensued regarding the item

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Swanson, to support the initiation of proceedings for a General Plan Amendment to change the land use designation from Estate Density Residential (RC-EDR), Very Low Density Residential (VLDR), Low Density Residential (LDR) and Medium Density Residential (MDR) to Medium Density Residential (MDR), Commercial Retail (CR), Public Facilities (PF), and Open Space-Recreation (OS-R) for the Spring Meadows Ranch Project (Planning Application No. 13-0107).

MOTION carried on the following roll call vote:

AYE:	Council Members Benoit, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO:	Council Member Cashman
ABSTAIN:	None
ABSENT:	None

3.2 Draft Five-Year Capital Improvement Program (FY 2013/14 to 2017/18)

City Clerk Lee read the title.

Public Works Director York presented the staff report.

3.3 <u>2013 Building Codes Adoption – Set Public Hearing</u>

City Clerk Lee read the title.

Public Works Director York presented the staff report.

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Swanson, to introduce and approve first reading of Ordinance entitled:

ORDINANCE NO. 92
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28, 15.12, 15.16, 15.20, 15.24, 15.28, 15.32, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE, AND ADDING CHAPTERS 15.18, 15.22 AND 15.38 TO THE WILDOMAR MUNICIPAL CODE, BY ADOPTING THE 2013 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE) WITH APPENDICES AND AMENDMENTS THERETO

MOTION carried on the following roll call vote:

AYE:	Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO:	None
ABSTAIN:	None
ABSENT:	None

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Swanson, to set the public hearing for February 12, 2014, at 6:30 p.m., or as soon thereafter, to hear testimony in this matter.

MOTION carried on the following roll call vote:

AYE:	Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO:	None
ABSTAIN:	None
ABSENT:	None

3.4 Establishment of Community Facilities District No. 2013-1 (Services)

City Clerk Lee read the title.

Public Works Director York presented the staff report.

Council discussion ensued regarding the boundaries.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Swanson, to adopt a Resolution entitled:

RESOLUTION NO. 2013 - 48
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: None
ABSTAIN: None
ABSENT: None

3.5 City Hall Facility Lease

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

Council discussion ensued regarding the various options.

A MOTION was made by Councilman Benoit, seconded by Councilwoman Moore, to authorize the City Manager to notify the leaseholder of the City's intentions to exercise both of the 1-Year options per current lease terms and proposed amendments and direct staff to negotiate a lease amendment.

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker

NO: None
ABSTAIN: None
ABSENT: None

3.6 Contract for Fire Protection and Related Services

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Swanson, to approve the Cooperative Agreement with Riverside County for Fire Protection and Related Services and authorize the City Manager to sign the Agreement.

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: None
ABSTAIN: None
ABSENT: None

3.7 Committees, Commissions and Board Appointments for 2014

City Clerk Lee read the title and presented the staff report.

A MOTION was made by Mayor Pro Tem Swanson, seconded by Councilwoman Moore, keep the appointments as presented; Disband the present City Hall Facility Subcommittee and Higher Education Subcommittee; and Reappoint the City Hall Facility Subcommittee to negotiate the amendment to the new lease approved at this meeting.

MOTION carried on the following roll call vote:

AYE: Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO: None
ABSTAIN: None
ABSENT: None

3.8 Appointment of Mayor and Mayor Pro Tem for 2014

City Clerk read the title and opened the floor to nominations for Mayor.

Councilman Benoit nominated Mayor Pro Tem Swanson.

There being no further nominations, City Clerk Lee closed the nominations.

Mayor Pro Tem Swanson was elected Mayor for 2014 by the following roll call vote:

AYE:	Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO:	None
ABSTAIN:	None
ABSENT:	None

City Clerk Lee opened the floor to nominations for Mayor Pro Tem.

Councilwoman Moore nominated Councilman Benoit.

There being no further nominations, City Clerk Lee closed the nominations.

Councilman Benoit was elected Mayor Pro Tem for 2014 by the following roll call vote:

AYE:	Council Members Benoit, Cashman, Moore, Mayor Pro Tem Swanson, Mayor Walker
NO:	None
ABSTAIN:	None
ABSENT:	None

CITY MANAGER REPORT

City Manager Nordquist gave a report.

CITY ATTORNEY REPORT

City Attorney Jex gave a report on changes to the Brown Act per SB751.

FUTURE AGENDA ITEMS

*Policy on telecommunications (Skype, etc.)
*Policy on paper copies, anything over 300 pages is on the Council person to pay for
*Committee, Commission, & Boards in January
*Parks Commission

ADJOURN THE CITY COUNCIL

There being no further business, Mayor Walker adjourned the meeting at 9:51p.m. and also announced the regular meeting of January 8, 2014, will be adjourned to an adjourned regular meeting of January 22, 2014, at 6:30 p.m.

Submitted by:	Approved by:
_____	_____
Debbie A. Lee, CMC	Marsha Swanson
City Clerk	Mayor

ITEM #1.3

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
JANUARY 8, 2014

On December 11, 2013, the regular meeting of January 8, 2014, of the Wildomar City Council was adjourned to an Adjourned Regular Meeting on Wednesday, January 22, 2014 at 6:30 p.m. All items scheduled to be heard on January 8, 2014 will be heard at the January 22, 2014 meeting.

Submitted by:	Approved by:
_____	_____
Debbie A. Lee, CMC	Marsha Swanson
City Clerk	Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.4
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Mayor and City Council Members

FROM: Misty V. Cheng, Controller

SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council approve the following:

1. Warrant Register dated 12-05-13 in the amount of $54,543.48;
2. Warrant Register dated 12-05-13 in the amount of $6,211.01;
3. Warrant Register dated 12-12-13 in the amount of $144,169.74;
4. Warrant Register dated 12-19-13 in the amount of $377,601.56;
5. Warrant Register dated 12-19-13 in the amount of $27,541.32; and
6. Payroll Register dated 01-22-14 in the amount of $53,556.59.

DISCUSSION:
The City of Wildomar requires that the City Council audit payments of demands and direct the City Manager to issue checks. The Warrant and Payroll Registers are submitted for approval.

FISCAL IMPACT:
These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2013-14 Budgets.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Voucher List 12/5/2013 x2
Voucher List 12/12/2013
Voucher List 12/19/2013 x2
Payroll List 1/14/14

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202800	12/5/2013	000044 A&A JANITORIAL SERVICES	2035	0000082	JANITORIAL SERVICES - MARNA OBRIE	870.00
					Total :	**870.00**
202801	12/5/2013	000458 AMERICAN FENCE COMPANY, INC.	1742004		INSTALL/REMOVE 280FT TEMP FENC 1	84.00
					Total :	**84.00**
202802	12/5/2013	000033 AMERICAN FORENSIC NURSES	63961		BLOOD DRAW (6) URINE COLLECT (1)	287.56
					Total :	**287.56**
202803	12/5/2013	000594 B & S CONSTRUTION SERVICES INC	112013		REFUND OF UNUSED DEPOSIT - FINAL	24.05
					Total :	**24.05**
202804	12/5/2013	000043 CHENG, MISTY	11/30/2013		NOV 2013 ACCOUNTING CONTRACTU/	18,582.50
					Total :	**18,582.50**
202805	12/5/2013	000037 DATA TICKET, INC.	50220		CODE ENFORCEMENT CITATION PROC	150.00
					Total :	**150.00**
202806	12/5/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	6444494		10/18/13-11/15/13 WATER ZONE 3 LOC :	575.40
			6444495		10/18/13-11/15/13 WATER ZONE 3 LOC :	366.30
			6447800		10/23/13-11/20/13 WATER ZONE 42 LOC	111.70
			6447801		10/23/13-11/20/13 WATER ZONE 42 LOC	96.75
			6447802		10/23/13-11/20/13 WATER ZONE 42 LOC	138.61
			9444493		10/18/13-11/15/13 WATER ZONE 3 LOC :	255.22
					Total :	**1,543.98**
202807	12/5/2013	000549 ENTERPRISE MEDIA	I01174893		PUBLIC NOTICE - NOTICE OF PLANNIN	107.80
					Total :	**107.80**
202808	12/5/2013	000577 GODFATHER FILMS	6819	0000102	VIDEO PRODUCTION OF GREAT DAY C	2,592.00
					Total :	**2,592.00**
202809	12/5/2013	000079 LAN WAN ENTERPRISE	48460		DEC 2013 WILDOMAR MAINTENANCE (	1,200.00
					Total :	**1,200.00**
202810	12/5/2013	000113 LEAGUE OF CALIFORNIA CITIES	1516		RIV COUNTY DIV MEETING (BENOIT/S\	120.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
202810	12/5/2013	000113	000113 LEAGUE OF CALIFORNIA CITIES	(Continued)		Total :	120.00
202811	12/5/2013	000283	RIVERSIDE COUNTY CLERK	120413		FEE - CITY NOD FOR HOUSING ELEME	3,045.25
						Total :	3,045.25
202812	12/5/2013	000051	RIVERSIDE HABITAT CONSERVATION, AGENC	103113		KANGAROO RAT FEE - OCT 2013	1,692.15
						Total :	1,692.15
202813	12/5/2013	000020	VERIZON	112213		11/22/13-12/21/13 FIOS INTERNET CHA	129.99
						Total :	129.99
202814	12/5/2013	000437	VERIZON WIRELESS	9715405362		10/23/13-11/22/13 DATA INTERNET CHA	30.08
						Total :	30.08
202815	12/5/2013	000055	WRCOG	120513		TUMF FEES NOV 2013	24,084.12
						Total :	24,084.12

16 Vouchers for bank code : wf — Bank total : 54,543.48

16 Vouchers in this report — Total vouchers : 54,543.48

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202816	12/5/2013	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	102113		GDS DEPT SUPPLIES	22.73
			1022.13		NON-DEPT OFFICE SUPPLIES	263.00
			102213		PARKS - DEPT SUPPLIES	64.74
			102213		GDS PARKS DEPT SUPPLIES	76.50
			102313		GDS PARKS DEPT SUPPLIES	73.00
			102413		HEROES IN EDUCATION MEETING	10.00
			102413		BUILDING & SAFETY DEPT SUPPLIES	78.83
			102413		GDS PARKS SUPPLIES	69.75
			102513		GDS DEPT SUPPLIES	1,403.24
			102513		GDS PRE CLEAN UP	156.99
			102513A		GDS GASOLINE	40.00
			102513B		GDS GASOLINE	48.41
			102613		GDS SUPPLIES	80.90
			102913		FIRE STATION EXPENSES	94.62
			10813		OFFICE SUPPLIES	306.95
			110113		COUNCIL PHONE/DATA	30.08
			110413		GOVT FIN MEMBERSHIP	280.00
			110414		PAYPAL FLOW PRO FOR EDEN WEB E)	59.95
			110513		GASOLINE - CEMETERY	60.00
			110613		NON-DEPARTMENTAL CONFERENCE C	20.85
			111313		CITY COUNCIL MEETING	104.74
			111313		EB - THE WORLD OF ECONOMIC - CON	136.85
			111313		REPROGRAPHICS - BUDGET	945.71
			111313		NON-DEPT OFFICE SUPPLIES	72.35
			111413		INTUIT QB ONLINE	23.97
			111913		NON DEPARTMENTAL OFFICE SUPPLIE	71.71
			5321		PLAQUES - GDS APPRECIATION	1,615.14
					Total :	6,211.01

1 Vouchers for bank code : wf — Bank total : 6,211.01

1 Vouchers in this report — Total vouchers : 6,211.01

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202818	12/9/2013	000028 CALPERS	1249B		DEC 2013 MEDICAL PREMIUMS	11,317.49
					Total :	**11,317.49**
202819	12/9/2013	000024 GUARDIAN	111313		DEC 2013 DENTAL & VISION BENEFITS	1,680.89
					Total :	**1,680.89**
202824	12/12/2013	000312 ADAME LANDSCAPE, INC.	54086	0000093	NOV 2013 MTHLY LANDSCAPE MAINT (	125.00
					Total :	**125.00**
202825	12/12/2013	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	OCT		ANIMAL CONTROL SERVICES OCT 201	5,600.00
					Total :	**5,600.00**
202826	12/12/2013	000554 AT & T	112813		TELEPHONE LONG DIST P/E 11/28/13	37.52
					Total :	**37.52**
202827	12/12/2013	000008 AT&T MOBILITY	x11282013		COUNCIL MOBILE PHONE 10/21/13-11/2	110.27
					Total :	**110.27**
202828	12/12/2013	000188 CALIFORNIA MUNICIPAL, STATISTICS, INC.	13121004		DIRECT & OVERLAPPING DEBT STMT /	475.00
					Total :	**475.00**
202829	12/12/2013	000028 CALPERS	110313		10/21/13-11/3/13 BENEFIT CONTRIBUTI	5,308.17
					Total :	**5,308.17**
202830	12/12/2013	000028 CALPERS	111713		11/4/13-11/17/13 BENEFIT CONTRIBUTI	5,308.17
					Total :	**5,308.17**
202831	12/12/2013	000043 CHENG, MISTY	11/30/2013A		NOV 2013 ACCOUNTING CONTRACTU/	840.00
					Total :	**840.00**
202832	12/12/2013	000036 DATAQUICK	B1-2237787		NOV 2013 CODE ENFORCEMENT SOFT	150.00
					Total :	**150.00**
202833	12/12/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	6451119		10/24/13-11/21/13 WATER SERVICE ZOI	123.53
			6451120		10/24/13-11/21/13 WATER SERVICE ZOI	65.24
			6451121		10/24/13-11/21/13 WATER SERVICE ZOI	60.51
			6451122		10/24/13-11/21/13 WATER SERVICE ZOI	66.27

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202833	12/12/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	(Continued)			
			6451123		10/24/13-11/21/13 WATER SERVICE LITT	110.57
			6451124		10/24/13-11/21/13 WATER SERVICE WIN	305.35
			6451125		10/24/13-11/21/13 WATER SERVICE ZON	184.44
			6451126		10/24/13-11/21/13 WATER SERVICE ZON	113.26
			6451127		10/24/13-11/21/13 WATER SERVICE ZON	183.28
			6451128		10/24/13-11/21/13 WATER SERVICE ZON	149.81
			6451129		10/24/13-11/21/13 WATER SERVICE 224	249.59
			6451130		10/24/13-11/21/13 WATER SERVICE 224	441.14
			6454451		10/25/13-11/22/13 WATER SERVICE ZON	90.17
					Total :	2,143.16
202834	12/12/2013	000499 INLAND EMPIRE LANDSCAPE INC	6647	0000087	THE COUNTY OF RIVERSIDE TRANSFE	844.32
			6650	0000087	THE COUNTY OF RIVERSIDE TRANSFE	168.12
			6651	0000087	THE COUNTY OF RIVERSIDE TRANSFE	911.19
			6652	0000087	THE COUNTY OF RIVERSIDE TRANSFE	208.66
			6653	0000087	THE COUNTY OF RIVERSIDE TRANSFE	167.61
					Total :	2,299.90
202835	12/12/2013	000016 INNOVATIVE DOCUMENT SOLUTIONS	136330		11/1/13-11/30/13 CONTRACT COPIER SI	431.56
					Total :	431.56
202836	12/12/2013	000304 JOE A. GONSALVES & SON	24081	0000091	DEC 2013 CONTRACTUAL LEGISLATIVI	3,000.00
					Total :	3,000.00
202837	12/12/2013	000599 M V CHENG & ASSOCIATES	WE12/1/13		NOV 2013 ACCOUNTING CONTRACTUA	607.49
					Total :	607.49
202838	12/12/2013	000588 MANPOWER TEMP SERVICES	5064716		PARKS LANDSCAPING / GROUND WOF	684.00
			5064814		PARKS LANDSCAPING / GROUND WOF	288.00
					Total :	972.00
202839	12/12/2013	000147 MARATHON REPROGRAPHICS	80020		PUBLIC RECORDS	9.20
					Total :	9.20
202840	12/12/2013	000018 ONTRAC	7877959		SHIPPING COSTS	28.72
					Total :	28.72

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202841	12/12/2013	000573 PARADISE GARDEN CENTER	5061	0000096	GDS PARK REHAB PLANTS	11,770.11
					Total :	**11,770.11**
202842	12/12/2013	000592 PESCE, KAREN	112613		DEVELOPER DEPOSIT REFUND OF UN	230.80
					Total :	**230.80**
202843	12/12/2013	000042 PV MAINTENANCE, INC.	005-151	0000094	GAS TAX CONTRACTUAL SERVICES FY	46,593.91
			005-151HS	0000094	HIDDEN SPRINGS EROSION - OCT 201:	40,871.00
					Total :	**87,464.91**
202844	12/12/2013	000529 SIEMENS INDUSTRY, INC	400113692		TRAFFIC SIGNAL RESPONSE CALL OU	1,576.40
			400114691		TRAFFIC SIGNAL MAINTENANCE OCT :	2,177.98
					Total :	**3,754.38**
202845	12/12/2013	000586 STATE WATER RESOURCE CONTROL B, DIVIS	121113		401 FEES/PERMITS - REGENCY HERIT/	145.00
					Total :	**145.00**
202846	12/12/2013	000139 WILDOMAR CHAMBER OF COMMERCE	107		GOVT AGENCIES/LEGISLATIVE FEE	360.00
					Total :	**360.00**

25 Vouchers for bank code : wf — **Bank total : 144,169.74**

25 Vouchers in this report — **Total vouchers : 144,169.74**

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202848	12/19/2013	000312 ADAME LANDSCAPE, INC.	54433	0000093	LANDSCAPE MAINTENANCE FOR CSA	125.00
			54579		REPLACE VALVE & SOLENOID SOLAR	130.46
					Total :	**255.46**
202849	12/19/2013	000031 AFLAC, REMITTANCE PROCESSING, CENTER	679700		DEC 2013 CITY COUNCIL & CITY CLERI	349.89
					Total :	**349.89**
202850	12/19/2013	000033 AMERICAN FORENSIC NURSES	013-0056		WAL-MART EIR	26,988.36
			64004		BLOOD DRAW (1)	41.08
			64018		BLOOD DRAW (2) DRY RUN (2)	142.16
			64074		BLOOD DRAW (6) URINE COLLECT (3)	369.72
					Total :	**27,541.32**
202851	12/19/2013	000080 BURKE, WILLIAMS AND SORENSON,, LLP	171547		OCTOBER 2013 LEGAL FEES	54,480.61
			172607		NOV 2013 LEGAL FEES	63,854.66
					Total :	**118,335.27**
202852	12/19/2013	000028 CALPERS	120113		11/18/13-12/01/13 BENEFIT CONTRIBUT	5,308.17
					Total :	**5,308.17**
202853	12/19/2013	000028 CALPERS	121513		12/02/13-12/15/13 BENEFIT CONTRIBUT	5,308.17
					Total :	**5,308.17**
202854	12/19/2013	000028 CALPERS	113013		CITY COUNCIL & PERS SURVIVOR CON	370.35
					Total :	**370.35**
202855	12/19/2013	000011 CR&R INC.	268836		CLEANUP EVENT 10/21/13-10/29/13	423.00
			269385		CLEANUP EVENT 11/15/13	541.10
			269412		CLEANUP EVENT 11/15/13	306.93
					Total :	**1,271.03**
202856	12/19/2013	000002 CRYSTAL CLEAN MAINTENANCE	1203B		JANITORIAL SERVICES DEC 2013	698.00
					Total :	**698.00**
202857	12/19/2013	000019 DEVINE, ROBERT	1		PLANNING COMMISSION MEETING 11/	300.00
					Total :	**300.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202858	12/19/2013	000022 EDISON	110713		ELEC 11/1/13-12/1/13 CSA 142	1,924.35
			120313A		ELEC 11/1/13-12/1/13 CSA 103 PALOMA	39.14
			120313B		ELEC 11/1/13-12/1/13 CITY LAMPS	91.17
			120613A		ELEC 11/1/13-12/1/13 WILDOMAR CITY	192.04
			120613B		ELEC 11/1/13-12/1/13 WILDOMAR CITY	72.73
			120613C		ELEC 11/1/13-12/1/13 CSA 22	2,995.94
			120613D		ELEC 11/1/13-12/1/13 CSA 103	13,373.55
					Total :	**18,688.92**
202859	12/19/2013	000549 ENTERPRISE MEDIA	I01137511		PUBLIC NOTICE ORDINANCE 79	759.00
			I01138911		PUBLIC NOTICE BUDGET	34.10
			I01184074		PUBLIC NOTICE - TPM 36519	126.50
			I01184078		PUBLIC NOTICE - PUBLIC HEARING	123.20
					Total :	**1,042.80**
202860	12/19/2013	000601 GALINDO, JAMES	121713		DEVELOPERS DEPOSIT REFUND OF U	1,209.70
					Total :	**1,209.70**
202861	12/19/2013	000197 GOVERNMENT FINANCE OFFICERS, ASSOCI/	121713		APPLICATION FEE FOR CERT OF ACHI	435.00
					Total :	**435.00**
202862	12/19/2013	000072 INTERWEST CONSULTING GROUP	16199		PROFESSIONAL SERVICE NOV 2013	120,511.29
			16315		PROFESSIONAL SERVICE NOV 2013	42,282.39
					Total :	**162,793.68**
202863	12/19/2013	000222 LANGWORTHY, VERONICA	6		PLANNING COMMISSION MEETING 11/	300.00
					Total :	**300.00**
202864	12/19/2013	000113 LEAGUE OF CALIFORNIA CITIES	136982		CITY MEMBERSHIP DUES 2014	11,736.00
					Total :	**11,736.00**
202865	12/19/2013	000599 M V CHENG & ASSOCIATES	WE12/8/13		WE 12/8/13 ACCOUNTING CONTRACTU	338.08
					Total :	**338.08**
202866	12/19/2013	000500 MATTHEW FAGAN CONSULTING SERV.	5		RANCON MEDICAL OFFICE RETAIL PR	4,137.53
					Total :	**4,137.53**
202867	12/19/2013	000510 OCHOA'S BACKFLOW SYSTEMS	9336	0000101	BACKFLOW CERTIFICATIONS AND REF	40.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
202867	12/19/2013	000510	000510 OCHOA'S BACKFLOW SYSTEMS	(Continued)		Total :	40.00
202868	12/19/2013	000185	PITNEY BOWES	112713		POSTAGE METER REFILL 11/27/13	557.50
						Total :	557.50
202869	12/19/2013	000526	PRINT POSTAL	5275		BREAKFAST WITH SANTA FLYERS	334.80
						Total :	334.80
202870	12/19/2013	000149	RIVERSIDE COUNTY EXECUTIVE, OFFICE	111913		ANIMAL CONTROL CENTER INSURANC	443.53
						Total :	443.53
202871	12/19/2013	000223	SMITH, STAN	5		PLANNING COMMISSION MEETING 11/	300.00
						Total :	300.00
202872	12/19/2013	000539	SWANN, BOBBY	2		PLANNING COMMISSION MEETING 11/	300.00
						Total :	300.00
202873	12/19/2013	000064	TYLER TECHNOLOGIES	045-100240		PROFESSIONAL IT SUPPORT	14,519.14
						Total :	14,519.14
202874	12/19/2013	000498	VAN DYKE LANDSCAPE ARCHITECTS	18662	0000086	THE COUNTY OF RIVERSIDE TRANSFE	28.75
						Total :	28.75
202875	12/19/2013	000020	VERIZON	120113A		11/1/13-11/30/13 OFFICE TELEPHONE	617.47
				120113B		11/1/13-11/30/13 TELEPHONE	41.00
						Total :	658.47

28 Vouchers for bank code : wf — Bank total : 377,601.56

28 Vouchers in this report — Total vouchers : 377,601.56

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202877	12/19/2013	000033 AMERICAN FORENSIC NURSES	64004		BLOOD DRAW	41.08
			64018		BLOOD DRAW (2) DRY RUN (2)	142.16
			64074		BLOOD DRAW (6) URINE COLLECT (3)	369.72
					Total :	552.96
202878	12/19/2013	000600 APPLIED PLANNING INC	013-0056		WALMART-EIR 11/2013	26,988.36
					Total :	26,988.36
2 Vouchers for bank code : wf					Bank total :	27,541.32
2 Vouchers in this report					Total vouchers :	27,541.32

City of Wildomar
Payroll Warrant Register
December 2013

ACH Date	Payee	Description	Amount
12/6/2013	Payroll People	11/16-11/29/2013	5,524.36
12/20/2013	Payroll People	11/30-12/13/2013	22,926.49
12/31/2013	Payroll People	12/1-12/31/2013	1,125.70
1/3/2014	Payroll People	12/14-12/27/2013	23,980.04
		TOTAL	53,556.59

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Mayor and City Council Members

FROM: Misty V. Cheng, Controller

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council approve the Treasurer's Report for November, 2013.

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of November 2013.

FISCAL IMPACT:
None.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Treasurer's Report

CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
November 2013

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	$ 4,305,087.77	0.00%
		TOTAL	$ 4,305,087.77	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 4,692,739.08	$ 392,077.68	$ (779,728.99)	$ 4,305,087.77	0.000%
		TOTAL	$ 4,692,739.08	$ 392,077.68	$ (779,728.99)	$ 4,305,087.77	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	$ 1,543,161.56	$ 1,543,161.56	$ 1,543,161.56	100.00%	0	0.263%
	TOTAL	$ 1,543,161.56	$ 1,543,161.56	$ 1,543,161.56	100.00%		

CITY - TOTAL CASH AND INVESTMENT $ 5,848,249.33

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	$ 1,543,161.56	$ 0.00	$ 0.00	$ 1,543,161.56	0.263%
	TOTAL	$ 1,543,161.56	$ 0.00	$ 0.00	$ 1,543,161.56	

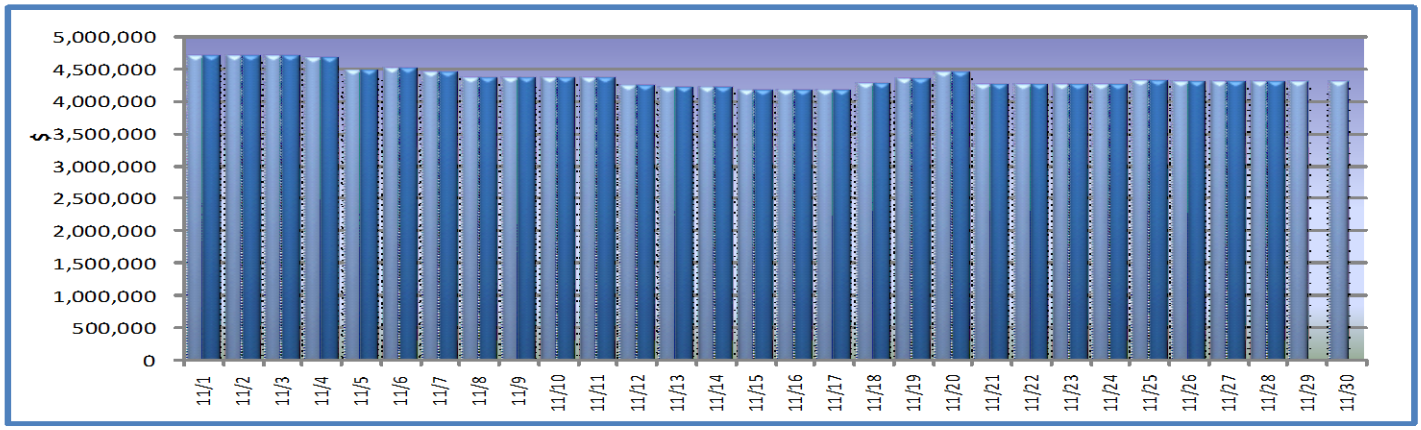
In compliance with the California Code Section 53646, as the Director of Finance/ City Treasurer of the City of Wildomar, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.

Misty V. Cheng
Controller

Date

November 2013

Daily Cash Balance
All Funds Checking Only
Pool Report Balance



Fiscal Year	*Ending Balance*	*Monthly Net Activity*
Jan 2012	3,459,306	
Feb 2012	2,106,711	(1,352,595)
Mar 2012	2,102,433	(4,279)
Apr 2012	3,052,012	949,579
May 2012	5,602,180	2,550,168
Jun 2012	4,566,993	(1,035,187)
July 2012	4,200,028	(366,965)
Aug 2012	4,109,986	(90,042)
Sep 2012	4,225,751	115,764
Oct 2012	3,856,256	(369,494)
Nov 2012	3,865,806	9,550
Dec 2012	8,485,880	4,620,074
Jan 2013	8,278,187	(207,693)
Feb 2013	6,821,316	(1,456,871)
Mar 2013	7,216,637	395,321
Apr 2013	5,933,768	(1,282,869)
May 2013	5,673,657	(260,111)
Jun 2013	5,614,248	(59,409)
July 2013	5,493,587	(120,661)
Aug 2013	5,642,783	149,196
Sep 2013	4,710,822	(931,961)
Nov 2013	4,305,088	(405,735)

November 2013

Date	*Ending Balance In Whole $*	Net Change from Prior Day
11/1	4,687,232	-
11/2	4,687,232	-
11/3	4,687,232	-
11/4	4,672,948	(14,284)
11/5	4,493,158	(179,790)
11/6	4,496,061	2,904
11/7	4,441,660	(54,401)
11/8	4,361,223	(80,437)
11/9	4,361,223	-
11/10	4,361,223	-
11/11	4,361,223	-
11/12	4,239,750	(121,473)
11/13	4,212,070	(27,679)
11/14	4,211,493	(577)
11/15	4,178,114	(33,379)
11/16	4,178,114	-
11/17	4,178,114	-
11/18	4,279,949	101,835
11/19	4,331,687	51,738
11/20	4,438,047	106,360
11/21	4,257,687	(180,360)
11/22	4,266,330	8,643
11/23	4,266,330	-
11/24	4,266,330	-
11/25	4,315,807	49,477
11/26	4,297,340	(18,467)
11/27	4,305,264	7,924
11/28	4,305,264	-
11/29	4,305,088	(176)
11/30	4,305,088	-

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Mayor and City Council Members

FROM: Misty V. Cheng, Controller

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council approve the Treasurer's Report for December, 2013.

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of December 2013.

FISCAL IMPACT:
None.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Treasurer's Report

CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
December 2013

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	$ 5,067,625.10	0.00%
		TOTAL	$ 5,067,625.10	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 4,305,087.77	$ 1,502,959.77	$ (740,422.44)	$ 5,067,625.10	0.000%
		TOTAL	$ 4,305,087.77	$ 1,502,959.77	$ (740,422.44)	$ 5,067,625.10	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	$ 1,543,161.56	$ 1,543,161.56	$ 1,543,161.56	100.00%	0	0.264%
	TOTAL	$ 1,543,161.56	$ 1,543,161.56	$ 1,543,161.56	100.00%		

CITY - TOTAL CASH AND INVESTMENT $ 6,610,786.66

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	$ 1,543,161.56	$ 0.00	$ 0.00	$ 1,543,161.56	0.264%
	TOTAL	$ 1,543,161.56	$ 0.00	$ 0.00	$ 1,543,161.56	

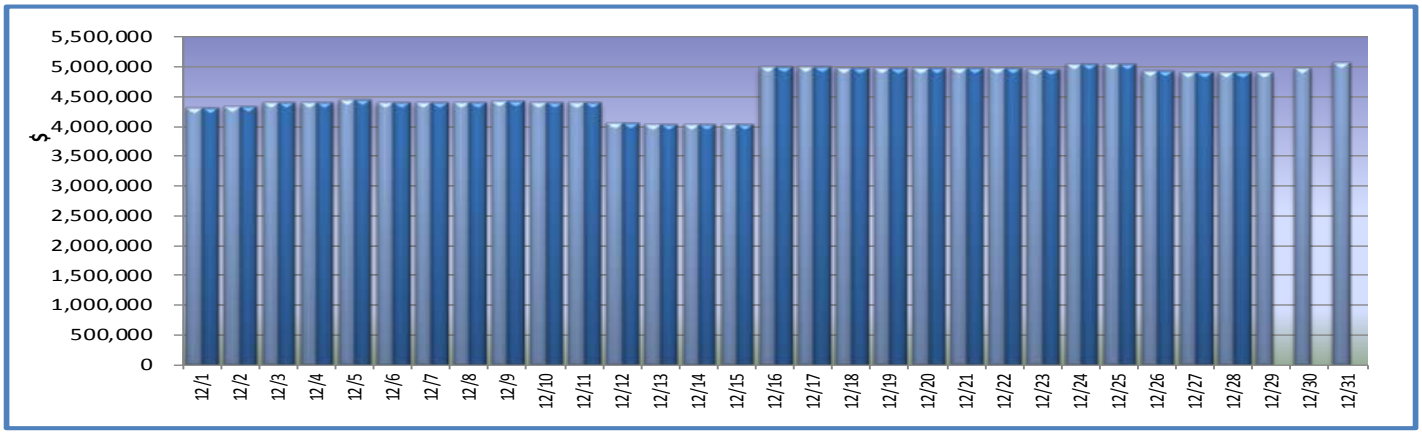
In compliance with the California Code Section 53646, as the Director of Finance/ City Treasurer of the City of Wildomar, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.

Misty V. Cheng
Controller

Date

December 2013

Daily Cash Balance
All Funds Checking Only
Pool Report Balance



Fiscal Year	*Ending Balance*	*Monthly Net Activity*
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July 2012	4,200,028	(366,965)
Aug 2012	4,109,986	(90,042)
Sep 2012	4,225,751	115,764
Oct 2012	3,856,256	(369,494)
Nov 2012	3,865,806	9,550
Dec 2012	8,485,880	4,620,074
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Feb 2013	6,821,316	(1,456,871)
Mar 2013	7,216,637	395,321
Apr 2013	5,933,768	(1,282,869)
May 2013	5,673,657	(260,111)
Jun 2013	5,614,248	(59,409)
July 2013	5,493,587	(120,661)
Aug 2013	5,642,783	149,196
Sep 2013	4,710,822	(931,961)
Dec 2013	5,067,625	356,803

December 2013

Date	*Ending Balance In Whole $*	Net Change from Prior Day
12/1	4,305,088	-
12/2	4,324,679	19,591
12/3	4,395,758	71,080
12/4	4,382,974	(12,784)
12/5	4,432,220	49,246
12/6	4,394,250	(37,970)
12/7	4,394,250	-
12/8	4,394,250	-
12/9	4,406,050	11,800
12/10	4,401,825	(4,225)
12/11	4,386,238	(15,587)
12/12	4,056,007	(330,232)
12/13	4,029,192	(26,814)
12/14	4,029,192	-
12/15	4,029,192	-
12/16	4,983,259	954,066
12/17	4,981,681	(1,578)
12/18	4,973,008	(8,673)
12/19	4,960,921	(12,087)
12/20	4,971,773	10,852
12/21	4,971,773	-
12/22	4,971,773	-
12/23	4,949,545	(22,228)
12/24	5,031,999	82,454
12/25	5,031,999	-
12/26	4,913,286	(118,713)
12/27	4,893,127	(20,159)
12/28	4,893,127	-
12/29	4,893,127	-
12/30	4,979,777	86,650
12/31	5,067,625	87,848

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Mayor and City Council Members

FROM: Debbie A. Lee, City Clerk

SUBJECT: Planning Commission Vacancy

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council accept the resignation of Robert Devine; Declare a vacancy on the Planning Commission; and Direct the City Clerk to advertise the vacancy and accept applications for the unexpired term of office (December, 2016).

DISCUSSION:
On January 2, 2014, Robert Devine tendered his resignation to Councilman Bob Cashman, who appointed Mr. Devine. Since Mr. Devine's term of office runs concurrent with Councilman Cashman, the unexpired term of office runs to December, 2016.

At this time the City Council should declare that a vacancy exists, and direct the City Clerk to post a vacancy notice. It has always been the practice to post and accept applications for 30 days, therefore **the City Clerk's Office will post on Thursday, January 23, 2014, and accept applications until 5:00 p.m. on Monday, February 24, 2014.** The will mean the earliest date of appointment would be at the regular meeting of March 12, 2014.

And as has also been the practice, each Council Member will receive a copy of the applications received.

FISCAL IMPACT:
Minimal cost for advertising.

Submitted by:
Debbie A. Lee, CMC
City Clerk

Approved by:
Gary Nordquist
City Manager

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.8
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

SUBJECT: Declare Three Vacancies on the Measure Z Oversight Advisory Committee

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council:

1. Declare three vacancies on the Measure Z Oversight Advisory Committee, for seats currently held by Scott Bradstreet, John Lloyd, and Kristen West; and

2. Direct the City Clerk to advertise for the vacancies.

BACKGROUND/DISCUSSION:
On November 6, 2012 Wildomar residents voted on a $28 annual parcel tax (Measure Z) to assist in the funding of park operations and related park activities.

On February 28, 2013, the five chosen applicants were sworn in and drew lots to start the staggered terms process called out in the Resolution. Committee Member Scott Bradstreet, Chairman John Lloyd, and Vice Chairman Kristen West have a one year term, which ends this year, and Committee Members Dawn DeVolder and Monty Goddard have a two year term, which ends next year. From this point forward all persons chosen will have a two year term.

At this time it would be appropriate to declare the scheduled vacancies and direct the City Clerk to advertise the vacancies. The City Clerk will advertise starting on Thursday, January 23, 2014, and will accept applications through Monday, February 24, 2014. These applications will be given to each Council Member as they are received and the appointments will be scheduled for the regular meeting of March 12, 2014.

FISCAL IMPACT:
Minimal cost for advertising.

Submitted by:
Debbie A. Lee
City Clerk

Approved by:
Gary Nordquist
City Manager

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.9
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Westpark Promenade Project Environmental Impact Report Consultant Agreement (Planning Application No. 13-0082)

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement between the City of Wildomar, Golden Eagle Multi-Family Properties, LLC, and ESA Associates, Inc., for the preparation of an Environmental Impact Report (EIR) for the Westpark Promenade project; and

2. Authorize the City Manager to execute a Consultant Services Agreement between the City of Wildomar and ESA Associates, Inc., for the preparation of an EIR for the Westpark Promenade project.

BACKGROUND

The Planning Department received a development application (PA 13-0082) from Golden Eagle Multi-Family Properties on July 29, 2013. The proposed project consists of the following development applications:

- General Plan Amendment (GPA): A land use designation change from the existing designation of Commercial Office (C-O) to Commercial Retail (CR) on 50% of the site, and to Very High Density Residential (VHDR) on 50% of the site to accommodate the proposed commercial/retail and multi-family residential project. The Council on November 13, 2013 adopted an order to initiate the general plan amendment for this project.

- Change of Zone (CZ): A zoning designation change for the multi-family portion of the site (50% of total site) from the current designation of C-P-S (Scenic Highway Commercial) to R-3 (General Residential) to accommodate the proposed multi-family residential project.

- Plot Plan (PP): A plot plan to develop the entire 27.6 acre site with approximately 107,453 square feet of commercial/retail uses, and 195 apartment units with related site development improvements (i.e., recreation, parking, landscaping, etc.).

- Tentative Parcel Map (TPM 36612): A subdivision of 27.6 acres into three (3) parcels to accommodate the proposed development project

DISCUSSION

Based on review of the proposed development applications, and in accordance with Section 15081 of the California Environmental Quality Act (CEQA), the Planning Department has determined that the proposed development project will require the preparation and processing of an Environmental Impact Report (EIR). Once the determination was made that an EIR was needed, staff extended a Request for Proposal (RFP) to the City's four (4) on-call CEQA firms (Refer to Attachment B).

Of the four RFP's sent out by the Planning Department, only two firms (ESA Associates, Inc., and ESA Associates) submitted proposals. After review of the two proposals, staff ranked the consultants based on qualification. The proposals were evaluated based on project manager, team resources, and the firm's expertise/experience with similar development projects. Based on this, staff is recommending the City Council authorize the City Manager to execute a contract with Golden Eagle Multi-Family Properties, LLC and ESA Associates, Inc., for preparation of the required EIR.

The contract agreement for ESA Associates, Inc. is proposed for a total compensation of a "not-to-exceed" amount of $148,813. With the City's standard 17.5% administrative overhead charge ($26,042) and City Attorney costs ($30,000), the total cost to prepare the EIR is $204,855. The total cost will be paid by the applicant as required in the contract.

In accordance with the provisions of the contract, within ten (10) business days after the effective date of the contract, the applicant is required to deposit 50% of the total EIR cost ($102,442.50). This will allow the consultant to begin the EIR process. Further, within thirty (30) business days after the effective date, the applicant is required to deposit the remaining 50% of the EIR cost ($102,442.50). The estimated time frame to prepare and process the EIR is approximately seven (7) months, not including public hearings before the Planning Commission and City Council.

FISCAL IMPACTS

All costs associated with the preparation and processing of the EIR is the sole responsibility of the Applicant, thus, there is no fiscal impact to the City's General Fund.

Submitted by:	Approved by:
Matthew C. Bassi	Gary Nordquist
Planning Director	City Manager

ATTACHMENTS

A. Wildomar/Golden Eagle Multi-Family Properties, LLC/ESA Associates, Inc.
B. Request for Proposal (RFP) for EIR Consultant Services

ATTACHMENT A

WILDOMAR / GOLDEN EAGLE MULTI-FAMILY / ESA ASSOCIATES, INC.

TRI-PARTY EIR AGREEMENT

CEQA DOCUMENT PREPARATION
AND DEPOSIT CONTRACT

This CEQA Document Preparation and Deposit Contract ("Contract") is made and entered into as of the __, day of _____, 2014, by and among the City of Wildomar, a California municipal corporation, ("City"), Golden Eagle Multi-Family Properties, LLC, ("Applicant/Property Owner"), and ESA Associates, Inc., ("Consultant"). Hereafter, City, Applicant and Consultant may be collectively referred to as the "Parties."

RECITALS

A. The California Environmental Quality Act ("CEQA") [Public Resources Code § 21000 et seq.] makes lead agencies responsible for determining whether an environmental impact report ("EIR"), a negative declaration ("ND"), or a mitigated negative declaration ("MND") is to be required for any project. CEQA also provides that any such EIR, ND, or MND be prepared directly by, or under contract to, the legal agency.

B. Applicant has applied to the City for one or more land use approvals for that project ("Project") more particularly described in the "Project Description" attached hereto and incorporated herein by reference as Exhibit "1".

C. City is the lead agency under CEQA for the Project. Based on its preliminary review and consultation with Applicant, City has determined that an Environmental Impact Report ("CEQA Document") is required for the Project to adequately assess its potentially significant impacts. Pursuant to Public Resources Code § 21080.1(a) City's determination that this particular CEQA Document required for the Project is final and conclusive.

D. Consultant is a qualified environmental and/or land use planning firm. City, in consultation with Applicant, has selected Consultant to prepare the CEQA Document and any related studies, surveys, and reports as may be required to comply with CEQA. Consultant has prepared a "Scope of Work" attached hereto and incorporated herein by reference as Exhibit "2", outlining the breadth of analysis and the tasks to be performed to prepare the CEQA Document.

E. Applicant and Consultant acknowledge that as the lead agency, City is responsible for complying with CEQA and the State CEQA Guidelines ("CEQA Guidelines") [14 Cal. Code Regs. § 15000 et seq], that the City is responsible for the adequacy of its environmental documents, that the City cannot rely on comments from other public agencies or private citizens as a substitute for work CEQA requires, and that this particular CEQA Document must reflect the independent judgment of the City. Applicant and Consultant further acknowledge that as a result of these responsibilities, the CEQA Document is to be prepared and completed to reflect City's independent

judgment, to comply with CEQA and the CEQA Guidelines, and to comport with all applicable professional standards.

F. CEQA authorizes City, as the lead agency, to charge and collect a reasonable fee from Applicant to recover the estimated costs incurred in preparing the CEQA Document and for procedures necessary to comply with CEQA regarding the Project. Applicant acknowledges that it is responsible for the payment of these costs as provided in this Contract.

G. City and Consultant acknowledge that CEQA and the CEQA Guidelines encourage the completion of the CEQA Document within certain time limits and that lead agencies should reduce delay and paperwork in the preparation of CEQA Documents.

H. Based on the foregoing Recitals, Applicant, City, and Consultant now desire to enter into this Contract for the preparation of the CEQA Document determined to be necessary for the Project.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and the mutual covenant hereafter set forth, the parties agree as follows:

Article 1.0 Applicants Obligations

1.1 CEQA Document Costs. Applicant shall pay all costs incurred for the preparation and completion of the CEQA Document which total $204,855.

1.2 Consultant Charges. Consultant's estimated charges for services and reimbursable expenses for preparation and completion of the CEQA Document, pursuant to that Consultant Services Agreement between Consultant and City, a copy of which is attached hereto as Exhibit "3", are $148,813.

1.3 City Charges. City's estimated charges for review and processing of the CEQA Document are $56,042.

1.4 Deposits. Applicant acknowledges that the City's estimated charges are estimates only and the actual costs may be higher. Applicant agrees to pay all Consultant charges and City charges even if those charges exceed the cost estimates provided in this Contract. To ensure timely payment and performance, Applicant shall deposit the Consultant's and City's estimated charges (Total Estimated Cost) with the City as follows:

1.4.1 Initial Deposit. Within ten (10) business days after the Effective Date of this Contract, Applicant shall deposit $102,427.50 with the City, being an amount equal to one half (1/2) of the Total Estimated Cost. Further, within thirty (30) business days after the Effective Date of this Contract, Applicant shall deposit with the City the remaining balance of the Total Estimated Cost, which is $102,427.50.

1.4.2 Subsequent Deposits. Applicant shall be responsible for making subsequent deposits with City if necessary. At such time as the Initial Deposit is reduced to either ten percent (10%) of its original amount or $10,000, whichever is greater, City shall invoice the Applicant for a subsequent deposit in an amount determined to be sufficient by the City to complete the next logical phase of work on the CEQA Document. Applicant shall deposit the invoiced amount with City within ten (10) business days after receipt of such invoice.

1.4.3 Return of Excess Deposits. Any excess of the amount deposited over the actual cost incurred by City in connection with preparation of the CEQA Document shall be refunded by City to Applicant within 15 days from the date a Notice of Determination in connection with the subject proposed Project is filed with the County Clerk.

1.4.4 No Obligation for City to Complete. Applicant understands and agrees that City shall have no obligation complete the CEQA Document, consider the CEQA Documents for approval, or to pay or incur any costs related thereto, in the event the that Applicant fails to deposit the funds required under Article 1.0 of this Contract. In no event shall City have any responsibility to incur or pay any cost for the preparation and completion of the CEQA Document, or any other activities associated with public review, comment, and consideration (such as preparing, posting, and filing notices, circulating copies of the CEQA Documents, or reviewing and recommending the CEQA Document for approval), except to the extent that Applicant has provided the deposits and funds to pay for such activities as provided under this Contract.

1.5 Communication. Applicant hereby agrees that its officers, employees, contractors, agencies or other representatives shall not communicate with, or discuss any matters relating to the CEQA Document with the Consultant engaged by City to prepare the CEQA Document without prior approval from the Planning Director or his duly authorized representative. Applicant further agrees that all questions regarding scheduling, content, or distribution of the CEQA Document, or any related matters, shall be addressed to the City staff, not the Consultant. The purpose of this provision is to ensure that the CEQA Document prepared will be objective and prepared on behalf of the City, and not a document prepared for purposes of advocating approval of the private proposed project to which it relates.

1.6 Representations. Applicant understands and acknowledges that, although City shall use reasonable efforts to see that the CEQA Document is completed in compliance with the requirements of CEQA and the State CEQA Guidelines, City does not guarantee, warranty, or in any way represent that the CEQA Document will or would be found legally valid by a court of competent jurisdiction in the event of a legal challenge to the CEQA Document by any litigant, and no term of this Contract is intended to be, or shall be, construed to express or imply such guarantee, warranty, or representation. Applicant further understands and acknowledges that neither City's receipt of the amounts specified under this Contract from Applicant, nor any other term of this Contract, is intended to be, or shall be, construed to express or imply that City agrees or intends to assume or reimburse the cost of attorney's fees, or any other cost,

expense or obligation, that would be incurred in undertaking, in whole or in part, the legal defense to any lawsuit or other legal action challenging the validity of the CEQA Document by any litigant.

1.7 Peer Review. Applicant agrees to pay all costs associated with peer review of any document prepared in connection with the CEQA Document if a valid public controversy arises with respect to the CEQA Document. Peer review shall be conducted by the Applicant hiring an environmental consulting firm approved by the City to critique the adequacy of the CEQA Document (or any technical document pertaining thereto) so that the appropriate approval body can make an informed decision with respect to the environmental effects of the Project. For purposes of this section, a valid public controversy shall mean any of the following:

(1) submission of other differing scientific opinions with respect to the CEQA Document;

(2) submission of credible evidence in opposition to evidence contained within the CEQA Document;

(3) submission of additional credible information which was omitted from the CEQA Document.

Article 2.0 Consultants Obligations

2.1 Preparation of CEQA Document. Consultant shall prepare the CEQA Document identified in Recital C of this Contract. If an EIR is to be prepared as the CEQA Document, the Consultant shall prepare the administrative draft, draft and Final EIR and responses to comments.

2.2 Attendance at Public Hearings. The Consultant shall attend all public hearings in connection with the subject proposed Project.

2.3 City Documents. The City shall maintain ownership, custody and control over all documents prepared by Consultant including, but not limited to, all CEQA Documents.

2.4 Meetings. Both Applicant and Consultant agree not to hold meetings concerning the subject proposed Project without the City present.

Article 3.0 City Obligations

3.1 Review Materials. City shall review and analyze all materials submitted in connection with the CEQA Documents as timely as practicable under the circumstances. City shall timely notify and work with Consultant regarding changes or modifications to any CEQA Documents.

3.2 Coordinate Meetings of Parties. City shall use its best efforts to coordinate and arrange meetings between City, Consultant and Applicant from time to time as the need arises.

3.3 Submit to Approval Body. Upon the satisfactory completion of the CEQA Document and all other City application processing requirements, City shall submit the Project for a hearing to the appropriate approval body of the City.

Article 4.0 Indemnity

4.1 Indemnity. The Applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Article 5.0 General Provisions.

5.1 Attorney's Fees. In the event any action is instituted to enforce the terms of this Contract, including any action to recover damages, to obtain injunctive relief, or to appeal any judgment or order of the court, the prevailing party in such action shall be entitled to entry of judgment for an amount equal to its reasonable attorneys' fees, expert witness fees and costs, and costs of suit in addition to such other relief to which it may be entitled. The provisions of this subsection shall in no way limit the scope of either party's obligations under this Contract.

5.2 Assignment. This Contract and any and all rights, duties and obligations set forth herein shall not be assigned or transferred by any party.

5.3 Amendments. This Contract may be amended only by a document in writing and signed by each of the parties to this Contract.

5.4 Entire Agreement. This Contract contains the entire agreement and understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements oral or written, are merged herein, and shall be of no force or effect. California law shall govern the interpretation and enforcement of this Contract.

5.5 Severability. If any covenant, term or condition of this Contract or any application thereof shall be invalid or unenforceable, the remainder of this Contract shall not be affected thereby.

5.6 Authority. The parties hereto warrant and represent that each has the legal right, power and authority to enter into this Contract and to perform all of its obligations hereunder and that the execution and delivery of this Contract have been duly authorized.

5.7 Effective Date of Contract. This Contract shall not become effective until the date it has been executed by the appropriate authorities of City, Consultant & Applicant.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the effective date set forth above.

"CITY"

City of Wildomar

By:

_____

Gary Nordquist, City Manager

"APPLICANT"

Golden Eagle Multi-Family Properties, LLC

By:

_____

James C. Kieckhafer, Principal

“CONSULTANT”

ESA Associates, Inc.

By:

_____

Deanna Hansen, Vice President
Director of Community Development

ATTEST:

_____

Debbie Lee, City Clerk

APPROVED AS TO FORM:

_____

Thomas D. Jex, City Attorney

EXHIBIT "1"

PROJECT DESCRIPTION

The Planning Department received a development application (PA 13-0082) from Golden Eagle Multi-Family Properties on July 29, 2013. The proposed project consists of the following development applications:

- General Plan Amendment (GPA): A land use designation change from the existing designation of Commercial Office (C-O) to Commercial Retail (CR) on 50% of the site, and to Very High Density Residential (VHDR) on 50% of the site to accommodate the proposed commercial/retail and multi-family residential project. The Council on November 13, 2013 adopted an order to initiate the general plan amendment for this project.

- Change of Zone (CZ): A zoning designation change for the multi-family portion of the site (50% of total site) from the current designation of C-P-S (Scenic Highway Commercial) to R-3 (General Residential) to accommodate the proposed multi-family residential project.

- Plot Plan (PP): A plot plan to develop the entire 27.6 acre site with approximately 107,453 square feet of commercial/retail uses, and 195 apartment units with related site development improvements (i.e., recreation, parking, landscaping, etc.).

- Tentative Parcel Map (TPM 36612): A subdivision of 27.6 acres into three (3) parcels to accommodate the proposed development project.

EXHIBIT “2”

CONSULTANT PROPOSAL/SCOPE OF WORK

Proposal

WESTPARK PROMENADE VILLAGE

Environmental Impact Report

Prepared for
City of Wildomar
Planning Department

December 2013-Updated

ESA

Proposal

WESTPARK PROMENADE VILLAGE

Environmental Impact Report

Prepared for
City of Wildomar
Planning Department

December 2013-Updated

626 Wilshire Boulevard
Suite 1100
Los Angeles, CA 90017
213.599.4300
www.esassoc.com

Oakland

Orlando

Palm Springs

Petaluma

Portland

Sacramento

San Diego

San Francisco

Santa Cruz

Seattle

Tampa

Woodland Hills

P130266.01

626 Wilshire Boulevard
Suite 1100
Los Angeles, CA 90017
213.599.4300 phone
213.599.4301 fax
www.esassoc.com

January 8, 2014

Mr. Mark Teague, AICP, Planning Manager
City of Wildomar
Planning Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Re: Proposal for an Environmental Impact Report for Westpark Promenade Village Project (Planning Application No. 13-0082)

Dear Mr. Teague:

We thank you for the opportunity to re-submit our qualifications to the City of Wildomar (the City) for the Westpark Promenade Village. We understand that the City will be preparing and processing an Environmental Impact Report (EIR) for development for a mixed-use residential/commercial project, which includes 195 multi-family dwelling units on two parcels, and 91,457 square feet of commercial/retail uses and two 8,000 square-foot restaurant buildings with related site development improvements on one parcel. The City will require a competent and responsive consulting firm that can review all applicant provided materials, including technical reports. The Environmental Science Associates (ESA) team is trusted, proven, committed and experienced and can assemble a comprehensive and legally adequate EIR to support the entitlement process.

Founded over 44 years ago, ESA is one of California's largest and oldest environmental consulting firms with a staff of over 350 people focused solely on environmental planning, compliance, and implementation – it's our core business. Because of this, ESA is uniquely capable of providing technical studies with substantial in-house resources including: air quality, greenhouse gas, noise, cultural resources, water quality experts and traffic experts. Additionally, ESA has a depth of senior technical and California Environmental Quality Act (CEQA) experts to oversee work in all environmental disciplines – ensuring well-managed work efforts, quality control, and legally defensible documents. Our proposal demonstrates the unique qualifications that make ESA ideally suited to provide the City with the skills necessary to address the needs for this project by assembling a team of especially qualified technical experts and an experienced project management team.

We have selected a seasoned and respected project management and technical team that has years of experience working on land development projects, and who has familiarity with the City. Our project team will be managed by staff from our Los Angeles Office. **Deanna Hansen**, Director of ESA's Southern California Community Development Group, will serve as the Project Director for this project. Deanna is an experienced senior environmental project manager and supervises our local teams dedicated to environmental compliance for unique and potentially controversial land development projects. Deanna has provided oversight on work conducted by ESA for a number of projects in western Riverside County, including a number of projects prepared under the DR Horton Master Contract in Temecula, including the Winchester Hills Youseff MND. Her gained experience, over the last 20 years, will provide insight and direction to a number of key issues that may be encountered. In addition, Deanna will oversee ESA's comprehensive team and implement our rigorous quality assurance program for all deliverables. **Danielle Griffith** will serve as the Project Manager. She will serve as the day-to-day contact for the City and enforce schedule, budget, and technical excellence. Danielle served as contract staff for the City

Planning Department for three years, and her availability for project needs, as well as her first-hand understanding of local setting and concerns, is invaluable

I am an officer of the firm and am authorized to bind the firm to all commitments made in the proposal and to represent ESA in contracting. My contact information is:

Deanna Hansen, Vice President | Director of Community Development
626 Wilshire Boulevard, Suite 1100
Los Angeles, CA 90017
P: 213.599-4300 | F: 213.599-4301
DHansen@esassoc.com

We appreciate the opportunity to present ESA's proposal to be considered by the City for environmental support services for the proposed Westpark Promenade Village Project. We look forward to meeting you again and are ready to provide the City with our experienced, responsive, and committed senior team.

Sincerely,

Deanna Hansen
Vice President, Director of Community Development

SECTION B

Description of Organization

With diverse technical specialties and multiple offices, ESA is large enough to deliver a full range of services, yet small enough to foster meaningful partnerships and develop a solid understanding of the unique needs of each of our clients.

ESA Introduction

ESA's local office:
626 Wilshire Blvd., # 1100
Los Angeles, CA 90017
Contact: Danielle Griffith
DGriffith@esassoc.com
P: (213) 599-4300
F: (213) 599-4301
www.esassoc.com

Other office locations:

- *Oakland, CA*
- *Orlando, FL*
- *Palm Springs, CA*
- *Petaluma, CA*
- *Portland, OR*
- *Sacramento, CA*
- *San Diego, CA*
- *San Francisco, CA*
- *Santa Cruz, CA*
- *Seattle, WA*
- *Tampa, FL*
- *Woodland Hills, CA*

ESA provides interdisciplinary environmental and planning consulting services to clients. Our staff consists of over 350 planners, scientists, engineers, and environmental professionals specializing in CEQA and National Environmental Policy Act (NEPA) compliance, and technical analysis in such disciplines as air quality and greenhouse gases, noise/vibration, hydrology and water quality, transportation, cultural and biological resources, and visual impact analysis.

Offices. ESA has 13 offices in California, Oregon, Washington, and Florida. Environmental documentation and review conducted for the Westpark Promenade Village EIR will be managed and undertaken by staff from ESA's Southern California office in Los Angeles. Our Los Angeles office will be seamlessly supplemented by technical staff from our San Diego and San Francisco offices, which have been selected due to their technical expertise specifically to meet the needs of this project.

In addition to the staff provided in the Wildomar On-Call SOQ we have added additional staff to supplement the preparation of the proposed project EIR. The ESA staff that will peer review technical studies and assist in the preparation of the EIR includes:

- Deanna Hansen, Project Director
- Danielle Griffith, Project Manager
- Allisa Carlson, Aesthetic Resources

- Tim Rimpo, Air Quality, Greenhouse Gas (GHG) and Noise*
- Terrance Wong, Air Quality, GHG and Noise
- Greg Ainsworth, Biological Resources
- Dallas Pugh, Biological Resources*
- Monica Strauss, RPA, Cultural Resources
- Madeleine Bray, RPA, Cultural Resources*
- Michael Burns, CHG, CEG, PG, Geology and Soils; Hazardous Materials
- Laura Rocha, CPSWQ, QSD/QSP, Hydrology/Water Quality*
- Jack Hutchinson, P.E., Transportation and Circulation
- Robert Eckard, Utilities and Service Systems
- Cristina Gispert, Land Use, Population and Housing *
- Allyson Dong, Recreation and Public Services*
- Jason Nielsen, GIS Support*
- Linda Uehara, Graphics Support*

**Indicates additional staff not included in the On-Call SOQ, resumes are provided in Appendix A of this proposal.*

Stability and Capacity. Our stability during more than 40 years of continuous operation is based largely in the firm's dedication to technical excellence, effective communication, and client responsiveness. ESA is 100% employee-owned, with a strong financial position and no court-invalidated ESA prepared documents due to negligence by ESA or its subconsultants. The fact that our employees are the firm's owners, together with our exclusive emphasis on environmental planning ensures our clients that they will receive high quality and responsive environmental consulting service.

ESA's major strength lies in fostering and managing the teamwork and coordination required to conduct effective interdisciplinary environmental planning, impact analyses, and mitigation development and monitoring. Our staff is fully integrated between offices, and, as a result, we can easily assemble teams with the right experience for the job. With multiple offices and diverse technical specialties, we are large enough to deliver a full range of services—from planning and analysis to permitting and monitoring. Yet, we are small enough to foster meaningful partnerships and develop a solid understanding of the unique needs of each of our clients.

SECTION C

Qualifications and Project Team

"ESA has been responsive to expedited project schedules involving multiple agencies with the required staff and expertise to produce top quality legally compliant documents. They are considered one of our best on-call consultants."

– *Paul J. Davis,*
Environmental Specialist
City of Los Angeles
P: (213) 928-9137

Overview of Project Team

ESA has assembled a professional and well organized team that has worked on projects similar to the City's proposed Westpark Promenade Village EIR. Led by our Los Angeles office, our management team has developed a technical team that will provide thorough, concise, and independent preparation of technical studies and a comprehensive peer review of any applicant-provided technical materials. Our management team, led by **Deanna Hansen**, has notable experience leading environmental efforts for projects throughout Riverside and is currently managing our on-call contract with the March Joint Powers Authority (JPA) and the DR Horton Master Contract in the City of Temecula. **Danielle Griffith** will serve as the Project Manager, with day-to-day duties, client interface, and management of ESA's team of technical staff. Danielle served as contract staff for the City Planning Department for three years, and her availability for project needs, as well as her first-hand understanding of local setting and concerns, is invaluable.

The team's collective experience, understanding of key issues, familiarity with the project area and environmental conditions will provide a comprehensive understanding of the potential environmental impacts associated with the development this EIR. Tasks and staff assigned to each task are listed on the organization chart, **Figure C-1**. We have provided new

resumes for additional staff not included in the April 2013 On-Call SOQ the City has on file can be found in **Appendix A**.

Management Team

ESA has hand-selected an experienced management team to support the City through the CEQA process for this important project. Our management team was instrumental in the preparation of this proposal, and has become familiar with the issues that the City may encounter. With this level of familiarity with the project, the City, and similar types of projects, we will be available to begin work on this project immediately.

Deanna will serve as Project Director and will ensure environmental documents subject to the requirements of both CEQA and NEPA are in compliance.

Deanna Hansen | Project Director

Director, Southern California Community Development

Deanna has over 20 years of experience in environmental consulting and has participated in a wide variety of residential, commercial, industrial, and infrastructure projects. She has developed a well-balanced expertise in environmental compliance for development projects, and specializes in CEQA/NEPA compliance. As mentioned above, Deanna has a number of projects throughout the Riverside County area manages our on-call contract with the March Joint Powers Authority and has recent projects in the County of Riverside. Her level of understanding of complex projects allows her to clearly explain technical concepts and issues for public comprehension, particularly for projects that include complicated technical analyses and controversial public policy and planning issues. As the Director of the Southern California Community Development Group for ESA, Deanna provides project oversight, workload and personnel management, and training, and serves as a client and agency liaison for projects located throughout California.

Project Role: Deanna will provide the City with strategic guidance, broad based planning and environmental assessment knowledge, high quality work, and schedule and budget efficiency. She will also be responsible for implementing ESA's rigorous quality assurance program. She will attend and facilitate all public meetings. Deanna will be available to support the project **20%** of the time.

Danielle has managed a variety of Environmental Impact Reports, Negative Declarations, and Environmental Assessments for projects primarily in the Southern California region.

Danielle Griffith | Project Manager

Managing Associate

Danielle will be the day-to-day manager for this project and will act as the key point-of contact for the project team. With over 12 years of experience, Danielle has extensive knowledge preparing and managing a variety of environmental compliance documents. She has extensive experience working on projects in Riverside County and specifically within the. Danielle's availability for project needs, as well as her first-hand understanding of local setting and concerns, is invaluable. As a seasoned project manager, she will provide the City with highly reliable and effective client communication, a strong understanding of CEQA and resource issues, and adherence to project schedules and budgets.

Project Role: Danielle will be the primary point of contact for City staff on a daily basis. She will be responsible for directing ESA's project team in the preparation of the Westpark Promenade Village EIR. She will assign project tasks, maintain monthly progress reports, manage data requests and technical analyses, and maintain schedule and project milestone deliveries. She will attend and help facilitate all public meetings. Danielle will be available to support the project **75%** of the time.

The following is **Figure C-1**, which shows our organizational chart.

Figure C-1 Team Organization

City of Wildomar Planning Department
Westpark Promenade Village EIR

CITY OF WILDOMAR

Planning Director
Matthew Bassi

Planning Manager
Mark Teague, AICP

ESA PROJECT MANAGEMENT

Project Director
Deanna Hansen

Project Manager
Danielle Griffith, JD

TECHNICAL TEAM LEADS

Aesthetic Resources Alissa Carlson, PLA, LEED AP	Air Quality Tim Rimpo Terrance Wong	Biological Resources Greg Ainsworth Dallas Pugh	Cultural Resources Monica Strauss, RPA Madeleine Bray, RPA	Geology / Soils Michael Burns, CHG, CEG, PG
Greenhouse Gas Emissions Tim Rimpo Terrance Wong	Hazardous Materials Michael Burns, CHG, CEG, PG	Hydrology / Water Quality Laura Rocha, CPSWQ, QSD/QSP	Land Use / Population / Housing Cristina Gispert	Noise Tim Rimpo Terrance Wong
GIS Support Jason Nielsen	Graphic Support Linda Uehara	Recreation / Public Services Dana Martinez	Transportation and Circulation Jack Hutchison, PE	Utilities / Service Systems Robert Eckard

Technical Team

Deanna and Danielle will be supported by a team of technical experts and CEQA generalists with strong CEQA backgrounds, each of whom is an expert in their respective field and who have been identified specifically for this project to provide peer review services. The technical experts will provide peer review services for the technical studies provided by the project applicant. Additionally, these same technical staff will prepare the respective subsequent sections in the EIR. **Table C-1** depicts key team leaders who will work with the City on this project. Detailed resumes for our additional key personnel are presented in **Appendix A**.

TABLE C-1 ESA KEY TECHNICAL STAFF

Name	Education/Professional Certification/License	Expertise Relative to the City's Needs	Percentage of Time Available
Allisa Carlson, PLA, LEED AP *Aesthetic Resources*	B.L.A., Landscape Architecture, University of Washington Certified LEED® Accredited Professional (AP)	Allisa is a licensed Landscape Architect with over seven years of experience. Allisa has a range of experience in design and planning, including restoration planning and design, trail design, visual resource management and Geographic Information System (GIS) analysis, park planning and design, recreation planning, multi-modal transportation planning, public involvement, vegetation monitoring, and scenic byway planning.	**40%**
Tim Rimpo *Air Quality/ GHG / Noise*	M.S., Economics (Natural Resource & Environmental Specialization), Colorado State University, Fort Collins B.A., Economics, University of Virginia, Charlottesville	Tim has 28 years of experience evaluating air quality and greenhouse gas impacts for public and private clients. He manages the preparation of CEQA and NEPA documents that include residential, commercial, industrial, energy, and transportation projects.	**20%**
Terrance Wong *Air Quality/ GHG / Noise*	M.A., Environmental Studies, Concentration Environmental Law, Policy, and Management, University of Southern California B.S., Biology, University of California Los Angeles	Terrance has over 10 years of experience in the preparation of air quality/greenhouse gas emission modeling and assessments and acoustical studies for projects subject to CEQA and NEPA. His qualifications also include expertise in the preparation of climate change analyzes for environmental documents, including calculations associated with generating a greenhouse gas inventory for projects.	**40%**
Greg Ainsworth *Biological Resources*	MCRP, City and Regional Planning California Polytechnic State University, San Luis Obispo B.S., Environmental Horticulture Science, California Polytechnic State University, San Luis Obispo	Greg has provided biological resource consulting on numerous community development projects for over 12 years. He is an expert in CEQA and permitting. Greg's technical strengths include biological resource and fatal flaw assessments, rare plant surveys and vegetation mapping, special-status wildlife surveys, avian risk assessments, native plant restoration, wetland delineations, and regulatory permitting.	**20%**

Name	Education/Professional Certification/License	Expertise Relative to the City's Needs	Percentage of Time Available
Dallas Pugh *Biological Resources*	B.S., Marine Biology (minor in Chemistry), California State University, Long Beach, CA B.S., Zoology, California State University, Long Beach, CA	Dallas has over 10 years of experience as a technician, conservation worker, and field biologist. He has expertise in leading, coordinating, and conducting biological surveys for threatened and endangered plant and wildlife species and preparing formal environmental documents in compliance with CEQA, NEPA, the California Coastal Act, California Fish and Game Code, the U.S. Army Corps of Engineers and other relevant legislation.	**30%**
Monica Strauss, RPA *Cultural Resources*	M.A., Archaeology , California State University, Northridge B.A., Anthropology, California State University, Northridge Register Professional Archaeologist (RPA)	Monica directs prehistoric and historic field and research projects for public agencies and private developers and is proficient in CEQA and Section 106 compliance. She manages a staff of cultural resources specialists who conduct various types of compliance work including phase I surveys, construction monitoring, Native American consultation, archaeological testing and treatment, historic resource significance evaluations, and large-scale data recovery programs.	**20%**
Madeleine Bray, RPA *Cultural Resources*	M.A., Archaeology, University of California, Los Angeles B.A., Classical Archaeology, Macalester College, Saint Paul, Minnesota	Madeleine is an archaeologist and cultural resources project manager with 12 years of survey, excavation and mapping experience related to historically significant sites. She has managed numerous projects in California in compliance with CEQA and with Section 106 of the National Historic Preservation Act, including Phase I surveys, site significance testing and evaluation, mitigation recommendations, and archaeological construction monitoring.	**40%**
Michael Burns, CHG, CEG, PG *Geology and Soils; Hazardous Materials*	B.S., Geology, San Jose State University Certified Hydrogeologist (CHG), No.280, CA Certified Engineering Geologist (CEG), No.1846, CA Professional Geologist (PG), No.4532, CA	Michael has over 30 years of experience in the environmental and geological sciences. He has expert services in planning and permitting, site characterization, Superfund sites, Remedial Investigation/Feasibility Studies (RI/FS), waste management, litigation support, property assessments, development and redevelopment, soil and groundwater remediation, and water rights.	**40%**
Laura Rocha, CPSWQ, QSD/QSP *Hydrology/Water Quality*	M.S., Environmental Studies, California State University, Fullerton B.A., Environmental Studies and Psychology, University of California, Santa Barbara	Laura is a Certified Professional in Storm Water Quality (CPSWQ) and a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer/Practitioner. She contributes to a variety of tasks related to the preparation and management of environmental documents, including technical reports, EIRs, Mitigated Negative Declarations (MND) and Environmental Assessments (EA), pursuant to CEQA and NEPA for commercial, residential, mixed-use, and water infrastructure projects.	**20%**

Name	Education/Professional Certification/License	Expertise Relative to the City's Needs	Percentage of Time Available
Jack Hutchison, PE *Transportation and Circulation*	M.Eng., Transportation Engineering, Pennsylvania State University B.S., Civil Engineering, University of Connecticut	Jack has over 36 years of experience in transportation analysis, ranging from planning-level impact analyses to operations and design evaluation. He has extensive experience in transportation analysis and provides critical peer review analysis to ensure compliance with CEQA and NEPA requirements. Jack's projects include industrial and manufacturing facilities, quarries, landfills, aviation facilities, energy facilities, governmental and institutional facilities, parks, water infrastructure, and specific plans.	**30%**
Robert Eckard *Utilities and Service Systems*	Ph.D., Water Quality, University of California, Davis*(in process)* B.A., Biology, University of California, Santa Barbara	Robert maintains a working knowledge regarding implementation and environmental analysis for renewable and fossil energy production and supply technologies including photovoltaic, solar thermal installations, wind, gas and oil extraction, hydrofracture/fracking, as well as various other types of renewable and conventional energy sources.	**30%**
Cristina Gispert *Land Use, Population and Housing*	B.S., Environmental Management and Protection, California Polytechnic State University, San Luis Obispo	Cristina has worked as both project manager and technical analyst on projects ranging from the preparation of EIRs to technical assessments involving air quality, noise, land use, public services, hazardous materials and visual resources.	**50%**
Dana Martinez *Land Use, Population and Housing and Recreation*	M.A., City Planning, San Diego State University B.S., Communication Studies, Minor in Human Resource Development, James Madison University, Harrisonburg, VA	Dana has diversified experience as a technical analyst for numerous planning and environmental documents for a variety of project types. Dana has a broad understanding of local government issues with an expertise related to housing policy and planning. She has experience with identification of critical environmental concerns for controversial projects.	**50%**
Jason Nielsen *GIS Support*	B.A., Environmental Geography, California State University Northridge GIS Certificate, California State University Northridge	Jason has experience preparing and analyzing GIS to support environmental documents. Jason has experience integrating field mapping directly into GIS using global positioning system (GPS)-linked tablet computers. In addition, he provides quality mapping products that include biological resources, cultural mapping and restoration planning.	**15%**
Linda Uehara *Graphics Support*	B.Arch., Architecture, University of Hawaii Advanced Print and Graphic Communication Certificate, UCLA Extension	Linda develops concise and effective graphic presentation techniques, including diagrammatic and pictographic illustration, slide presentations, large-format public participation presentations, public information documents, and user-friendly graphic analysis formats. She develops graphics for ESA's document production, including CEQA, NEPA, and other public documents, as well as marketing and communication materials.	**15%**

Project Experience

"The ESA team has been the "behind-the-scenes" partner of the special unit – and without your help, we'd be nowhere! Thanks to everyone at ESA for their continued help getting all these projects through the process!"

– *Jaymie Brauer*
Planner
County of Kern
P: (661) 862-8629

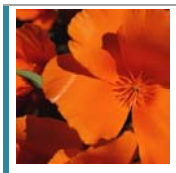
As a selected firm on the City's On-call list, ESA welcomes the opportunity to work on important projects with the City. Our team has worked throughout Riverside County and we highly value that experience and are ready to bring that familiarity to the table for this particular project. ESA has expertise in the analysis of projects and our understanding of CEQA and recent case law, which can have major implications in impact assessment and approach, would be appropriate for the City and this project. Our Project Director and Project Manager have years of experience with a variety of mixed-use residential/commercial development projects and will ensure, as they have done in the preparation of this proposal, that the most qualified and relevant staff will get the job done.

Table C-2 below depicts an assortment of projects that ESA has worked on showcasing our local knowledge of the area and our project understanding and approach based on similar projects.

TABLE C-2: PROJECT EXPERIENCE

ESA's Relevant Experience	
	DR Horton Master Contract, On-call Environmental Services - Temecula. Under ESA's master contract with DR Horton for projects, we prepared environmental documentation and providing planning services for projects primarily in Riverside County. ESA prepared environmental compliance documents, MNDs, and Initial Studies (IS), as well as health risk assessments, air quality and noise technical studies, cultural resource studies, and permit services. Projects include: Winchester Hills Addendum No. 2, Winchester Hills Miyar Attached (TTM 32818) MND, Winchester Hills Youseff (TTM 32817) MND, Winchester Hills Larson Blalock (TTM 32816) MND, Winchester Hills Parcel 39 (TTM 33743) MND, Winchester Hills Lexington Grading Permit EA, and Diamond Brothers Grading Permit EA.
	March Joint Powers Authority, On-call Environmental Services - Riverside County. ESA is working closely with JPA providing strategic guidance and overall environmental compliance management and litigation support. ESA also provides consulting services to support proposed business park, healthcare and aviation activities. In addition to CEQA documentation and peer review, the projects include construction air quality impact analyses, operational air quality impact analyses health risk assessments, cumulative air quality impacts, air quality and dispersion analysis relative to air emissions for airport related activities, and formulating appropriate mitigation measures relative to airport and business park activities. Projects for March JPA to date include: March LifeCare Campus Specific Plan Addendum, U.S. Vets Transitional Facility, AMRO Addendum to the 2004 IS/MND, Project, Sunfield IS/MND, Project Garden IS/MND, and Fresh and Easy Subsequent EIR.
	Fresh and Easy Riverside Distribution Center – March Joint Powers Authority. Fresh & Easy's Riverside distribution and warehouse is located at the March Business Center (now known as Meridian). The Fresh & Easy facility receives, sorts, prepares, re-packages, stores, and distributes food and household products that will serve approximately 550 stores throughout California, Arizona and Nevada. ESA prepared a Subsequent EIR to address an approximate one million square-foot expansion. ESA also prepared technical reports regarding air quality, noise, and greenhouse gases.
	Bella Linda Residential Development - City of Temecula. ESA is preparing an EIR for a residential development in the City of Temecula on a site that is adjacent to Pechanga Parkway and Loma Linda Road. The project includes 325 apartment units and 49 senior family units and would require General Plan and zoning amendments. The most controversial project challenges are considering cultural sensitivity of the site, including addressing concerns of the Pechanga Band of Luiseño Indians, and the addition of project traffic on roadways with limited capacity.

ESA's Relevant Experience



Jefferson Corridor Specific Plan EIR – City of Temecula. ESA is working with the City of Temecula to plan for the Jefferson Corridor area, which is envisioned to become Temecula's "Great Street." Based upon the direction received from the Jefferson Corridor Ad-Hoc Subcommittee and the community's vision for the future, the City is preparing a Specific Plan that will guide the future development and redevelopment of the area by implementing form-based code principles, development standards, and design guidelines. Additionally, the Jefferson Corridor will foster pedestrian activity and capitalize on its proximity to the Murrieta Creek trail and its visual window from Interstate 15. ESA is supporting the City in this effort by providing input on environmental topics to the Specific Plan and will develop the EIR, which will be initiated in the summer of 2013.

Old Town Specific Plan EIR – City of Temecula. ESA prepared the Old Town Specific Plan EIR, which involved incorporation of form-based code principles to more clearly define development regulations, to better facilitate pedestrian friendly development through building placement and streetscapes, and to encourage mixed-use development within the Old Town Temecula area. The Specific Plan Amendment achieved these goals through the development of guidelines for: site planning, streetscapes, parking lots, public art, paving materials, outdoor dining/sidewalk furniture, signs, alleys, and landscaping within the Specific Plan.

Temecula Water Park EIR – City of Temecula. ESA worked with the City of Temecula staff on the Temecula Waterpark Draft EIR. The City proposed to develop a 13,000-square-foot facility on an approximate 15.4-acre site. The project consisted of landscaping; associated signage; a customer parking lot; several water rides; a wave pool; a tot's play area; a lazy river; several water slides; an entry structure; concession stands; gift shop; party room; changing rooms with lockers; restrooms; picnic areas; a service yard, an entry drive off of Ynez Road; and other customer-related amenities.

Santa Margarita Area Annexation EIR – City of Temecula. Due to ESA's high level of responsiveness and success on previous controversial projects, the City requested ESA to take over an existing Draft EIR that was prepared by another consultant and fast track a new notice of preparation and Draft EIR document/process for the proposed annexation of the Santa Margarita area. The project to be evaluated by the Draft EIR specifically included an amendment to the City's General Plan to create land use designations, a change in zoning, a sphere of influence boundary adjustment, and the actual annexation by the City.

Canyon Hills Specific Plan EIR and Subsequent Addenda – City of Lake Elsinore. This project involved preparation of an EIR Addendum for the Canyon Hills Specific Plan Amendment No. 3 to allow for a reconfigured land plan and associated planning areas for 4,265 residential units and associated support commercial, recreational and open space land uses. Located in the City of Lake Elsinore, the Canyon Hills Specific Plan is an award-winning master planned community by Pardee Homes, situated east of Interstate 15, west of Interstate 215 and south of the City of Canyon Lake.

Pechanga Resort and Casino Environmental Review - City of Temecula. On behalf of the Pechanga Band of Luiseño Indians, ESA prepared an environmental study in compliance with the Tribal-State Gaming Compact for the expansion of the Pechanga Resort and Casino. The project is an expansion of the existing 973,000-square-foot Pechanga Resort and Casino, situated in the northeastern portion of the Pechanga Indian Reservation, located within the City of Temecula. The project consists of a proposed 440,134 square-foot expansion of the existing Pechanga Resort and Casino facility and associated structures. Issues evaluated included air quality, noise, traffic, parking, and biological resources.

Europa Village EIR - County of Riverside. ESA prepared an EIR for the proposed Europa Village project which included the construction of three separate wineries representing three different regions from countries in Europe. The project included a French-style country estate winery (C'est la Vie), a Spanish-style winery (Bolero Cellars), and an Italian-style winery (Il Poggio). The project included three wineries, restaurants, retail and an 80-room resort and spa surrounded by vineyards. The project would be constructed on a forty-acre site located in the County of Riverside's wine county. Major issues include compliance with the CV Zoning, sewer availability, and traffic.

SECTION D

Work Approach and Methodology

We have team members who are very familiar with the City's process for conducting environmental review and are excited about the opportunity to work with the City on this project. ESA brings recent and relevant expertise working on mixed-use residential/commercial projects that are similar to this project.

General Approach

ESA has conducted an initial review of the provided project materials and has visited the project site in order to develop a tailored scope of work approach for this project. Our approach is to ensure the proposed project is provided the attention required to implement a successful project, the project is properly vetted through a detailed quality assurance/quality control (QA/QC) process and to maintain the project schedule and budget.

D.1. Project Management

The Management Team is comprised of ESA's overall Project Director, Deanna Hansen, and Project Manager, Danielle Griffith. Additionally, the team is comprised of a cadre of specialists who represent the environmental resource areas that correlate most closely with the key issues required under the proposed project EIR. While Deanna will have overall responsibility for contract management and project oversight, Danielle has proven track record as a project manager, overseeing the technical experts and providing effective structure for enhancing communication and consistency across the technical disciplines. Upon execution of the contract, Danielle will be the initial point of contact for the City. Danielle will delegate the tasks to the most appropriate discipline-specific technical lead and will oversee the completion of tasks and milestones through the life of the project. She will coordinate regular project status meetings with the Technical Team and the City's Project Manager. This is a key component of ESA's management

approach. Teleconferences are typically the most efficient, with face-to-face meetings as required by the pace of project activities.

D.2. QA/QC Procedures

Over the last 44 years, ESA has developed systematic processes for preparing and reviewing technical documents with the specific intent of assuring high-quality work. The objective is to ensure the satisfaction of our clients and to protect ESA's reputation for quality work. ESA maintains strict adherence to a QA/QC methodology for all on-going projects. ESA's *Commitment to Quality*, consists of two main components—the Quality Assurance (or "QA") component, and the Quality Control (or "QC") component. Both parts work in tandem to ensure that any document that is presented for publication is of the highest overall quality possible. ESA's QA/QC Plan consists of four major review elements:

1. Independent Technical Peer Review;
2. Project Manager Assembly and Review of Work Product;
3. Editorial Review of Work Product; and
4. Project Director Review and Approval.

Through implementation of the QA/QC Plan, ESA provides quality work products that are thorough, technically, and procedurally adequate, and easy to understand.

D.3. Budget and Schedule Control

The ESA Team will control the project schedule by first proposing a realistic time frame for each of the proposed tasks. The schedule will reflect a practical sequence and realistic time frames for the activities proposed. Where possible, ESA will schedule activities concurrently to shorten time frames and to allow maximum integration of multi-disciplinary technical tasking and administrative efforts. After the schedule framework has been finalized in cooperation with City Project Management, ESA will adopt the schedule as a "real time" management tool and will use it in conjunction with budget tracking information and quality control auditing to monitor project performance and progress. Measures to restore any slippage to the project schedule may include increasing resource allocation; modifying the scope of work to accelerate project completion without risk to project quality; or reorganizing existing efforts and resources to accommodate short-term project acceleration.

Timely, cost-effective delivery of products and services are key to the successful project and is a priority for our Project Manager. Our in-house

accounting system provides weekly project cost information that is linked to our electronic timesheet and vendor invoice process. As the Project Manager, Danielle will review time billed to tasks on a weekly basis, and adjustments will be made as necessary throughout the life of a given task order to proactively address potential problem areas. ESA will advise the City Project Management team of any "outstanding financial issues" in a timely manner to allow efficient implementation of necessary recovery measures. These measures might include identifying out-of-scope work to allow issuance of a change order or modifications to the scope of work in order to balance cost considerations with other project concerns.

SECTION E

Scope of Work

ESA brings over 44 years of experience and proven expertise in obtaining approvals, permits, and clearance for public agencies and private.

Project Understanding

Golden Eagle Multi-family Properties, LLC (the applicant) is seeking to develop a 27.6-acre site on the north side of Catt Road at the northeast corner of Interstate 15 and Clinton Keith Road in the City. The development includes a plot plan for the development of 195 multi-family dwelling units on two parcels, and 91,457 square feet of commercial/retail uses and two 8,000 square-foot restaurant buildings with related site development improvements on one parcel. The applicant is seeking entitlements for a land use designation change from Commercial Office (CO) to Very High Density Residential (VHDR) on 50 percent of the 27.6 acre site, a zoning designation change from CPS (Scenic Highway Commercial) to R-4 (General Residential), and a tentative parcel map (TPM 36612) to subdivide the 27.6-acre site into three (3) parcels.

To support the consideration of approval of a General Plan Amendment and Rezone, Tentative Parcel Map, and Plot Plan, ESA's scope of work is for the preparation of a project-level EIR to provide environmental clearance under CEQA for the project. Because of our institutional breadth of knowledge of projects with potentially similar key issues (i.e., air quality, traffic impacts and water supply), ESA will be able to assist the City in identifying the project specific issues early in environmental documentation process. This will allow the applicant and the City to facilitate a streamlined project processing experience.

ESA understands that the technical studies to be used to support the EIR are being prepared by the project applicant's representative. ESA has assembled a professional team that has worked on similar projects and can assist the City with navigating through the environmental technical studies to support the mixed-use residential/commercial project that is being proposed for the site, in order to ensure that the CEQA conclusions are based on substantiated information and meet the City's standards of independent review.

The following scope of work is based on our thorough review of the RFP, the draft Initial Study, similar project experience and other researched project information. The scope is based on ESA's tested approach to project management, CEQA analysis, and public outreach.

Task 1: Project Initiation

1.1 Research and Review

ESA will review all relevant documents to establish a firm understanding of the project background. This early review will serve as a proactive opportunity to identify any critical path issues or areas of concern that have not yet been identified. ESA's familiarity with similar projects will enhance our thorough understanding of the potential environmental impacts associated with the development of a mixed-use residential/commercial project. The environmental team will collect existing data and conduct field reconnaissance (for project site familiarity, site photos, and to provide existing conditions support to prepare an IS for the EIR), since it is important that any additional constraints that may exist be identified early. The field reconnaissance will include a review of surrounding land uses and a general assessment of on-site conditions. In addition, a literature review of relevant documents prepared in the surrounding area of the project site will be reviewed. The document review conducted by the ESA team will include, but not be limited to the City General Plan, the plot plan prepared for the project and an initial review of the technical studies prepared to support the proposed project.

From the initial research and review, ESA will draft a preliminary issues memo, summarizing the findings of the site visit and document research and identifying any potential environmental constraints.

1.2 Kick-off Meeting

ESA's Project Director, Deanna Hansen and Project Manager, Danielle Griffith, will attend an initial kick-off meeting with City staff and the applicant team to:

- Obtain any additional relevant plans, technical reports, ordinances, and studies;
- Establish a mutual understanding of the key issues to be addressed in the EIR, as well as to delve into project-related issues;
- Discuss the project description and project objectives;
- Establish team roles and clear lines of communication between the City, ESA, and the applicant and their consultants;
- Identify a project schedule and key milestones, including delivery of and review of technical studies;
- Discuss the schedule for the scoping session, including location, time, documentation, and notification details; and
- Establish procedures for product review, progress reporting, and task completion.

Task 2: Project Description, Notice of Preparation and Initial Study

2.1 Project Description

The project description is a critical part of the EIR, because it is the foundation upon which the entire environmental analysis rests. ESA will prepare a project description to support the Notice of Preparation (NOP) and Initial Study (IS) for inclusion in the EIR. The project description will be presented to the City and applicant team to review at the outset of EIR preparation. The project description will include adequate detail necessary to complete the required analysis, including site remediation details, construction needs, and construction schedule. The project description would be prepared to meet all CEQA requirements.

2.2 Initial Study and Notice of Preparation

ESA will prepare a Draft IS, which will assist in refining the scope of the EIR and ensure that adequate analysis is provided, particularly where topics are proposed to be excluded from further CEQA review. ESA will prepare the NOP and circulate it with the IS. The IS describes the expected environmental factors to be encountered through project implementation. It also briefly describes the analysis to be provided in the EIR and the reasons for determining that certain environmental effects will not be significant.

The NOP will indicate that an EIR is in preparation, and request guidance from agencies and the public regarding the scope and content of the information to be included in the EIR. The NOP will include a brief description of the project and will identify the City's process for completing the EIR. The NOP will also include a notice of the public scoping meeting. The draft NOP will be submitted to the City and applicant for review. Based on team comments, ESA will revise the NOP prior to public review distribution. ESA will also prepare a draft NOP distribution for the City to review and comment. Upon City review and comment, ESA will finalize the NOP and for the City to distribute for public review. ESA will also prepare and submit the Notice of Completion and 15 hardcopies to the City for submittal of the NOP to the Office of Planning and Research State Clearinghouse.

The EIR would be subject to CEQA requirements for a scoping meeting. ESA will prepare notices and conduct a public scoping meeting on the EIR in compliance with CEQA Public Resources Code Section 21083.9. The scoping meeting could occur prior to the end of the 30-day public review period on the NOP. The purpose of the scoping meeting will be to provide the public the opportunity to have input into the proposed content of the EIR and provide a preview of any environmental concerns the public may have. ESA will prepare a PowerPoint presentation for the meeting and will also provide comment cards and a sign-in sheet for the public scoping meeting.

Task 3: Peer Review of Technical Studies

It is ESA's understanding that the technical documentation and supporting information will be prepared by the project applicant's team and provided to ESA's team of technical experts for peer review and use in preparing the EIR. It is our understanding the following reports would be prepared by the applicant's team in support of the environmental document:

- Air Quality/Greenhouse Gas Report (including a Health Risk Assessment [HRA]);
- General Biological Resource Assessment;
- Phase I Cultural Resources Report (including Paleontological records search);
- Preliminary Geotechnical Investigation;
- Phase I Environmental Site Assessment;
- Hydrology Study and Water Quality Management Plan;
- Noise Impact Analysis; and
- Traffic Impact Analysis.

ESA anticipates these reports will be sufficient to address the necessary CEQA topics to be covered.

Upon review, the ESA team will provide an objective technical memorandum for each report that describes a report overview and provides revision requests (if any are needed) and an explanation as to why the requests are necessary. The memo will be concise and identify any critical path items of concern that may have schedule implications. After submittal of the memorandums to the City for review by the applicant, ESA anticipates one conference call that will include our Project Manager and technical reviewers in order resolve any questions or point of clarification. ESA anticipates one final brief review of revised reports to ensure that all issues are resolved, and will provide confirmation to the City when the reports are considered "final." It is these final reports that will be used in the preparation of the EIR.

Upon our review of the Draft IS, ESA feels there are certain environmental factors that will need more thorough analysis before a significance determination can be made. The following text describes our approach to the Administrative Draft EIR.

Task 4: Administrative Draft EIR

ESA will prepare an administrative version of the Draft EIR for the City and, if desired by the City, applicant review. It is anticipated that the Draft EIR will contain the following sections:

Table of Contents will provide a list of the EIR contents, tables, and figures.

Executive Summary will summarize project background, objectives, and project description and alternatives. It will include a precise and informative table summarizing each significant impact, mitigation measures where applicable, and resulting impacts (if any). Any known areas of controversy will be noted, as well as issues to be resolved.

Introduction, describing the project background, the project objectives, the CEQA process, and discuss proposed project approvals.

Environmental Setting, summarizing the area's local and regional setting (in accordance with CEQA Section 15125). The setting will be described based upon the time that the NOP is published.

Project Description, based on the previously reviewed and approved materials prepared in Task 2.1.

Environmental Impact Analysis, setting forth existing relevant environmental information about the project area and adjacent lands and assessment of how construction and operation of the project would affect environmental resources.

The impact analysis portions of the EIR will comply with CEQA Guidelines Section 15126.2 by providing a discussion of criteria for significance determination, clearly identifying direct and indirect, and short- and long-term impacts, cumulative impacts and levels of significance. Mitigation measures necessary to mitigate identified impacts will be presented for each issue area. Each mitigation measure will be characterized as either; (1) proposed as part of the project, through design features; or (2) recommended for implementation. ESA will collaborate with the City and the project applicant to ensure the mitigation measures are adequate, feasible and are designed to reduce potential projects impacts to the greatest extent practicable. Additionally, ESA will include an analysis of the mandatory findings of significance provided in the CEQA Guidelines 15065. Lastly, all policies provided in the City General Plan and any applicable standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects.

The approach to each issue area will follow the issue areas described below:

Aesthetics. ESA will prepare a visual analysis based on the project materials provided by the applicant and our on-site photos. The aesthetic impacts of developing the proposed mixed-use residential/commercial project will be evaluated, including potential loss of views, change of overall visual character, and effects of site lighting on motorists on Interstate 15 as well as local roadways.

Air Quality. The 27.6-acre project site is located within the South Coast Air Basin (Basin) and is under the local jurisdiction of the South Coast Air Quality Management District (SCAQMD). ESA will conduct a review of the proposed project’s air quality technical report to ensure that the analysis has been conducted in accordance with the procedures and methodologies set forth in the SCAQMD's CEQA Air Quality Handbook.

In particular, the review will focus on the quantitative construction and operational emissions calculations for the proposed project to ascertain whether the worst-case emissions have been captured and presented in the analysis. The emissions calculations conducted in the air quality technical report will also be reviewed in detail to ensure that the most up-to-date emission factors and conservative assumptions have been applied to the project.

In addition, given that the project site exceeds five acres, it is anticipated that a localized air quality analysis will also be conducted for the proposed project using air dispersion modeling as recommended by SCAQMD to determine any potential impacts at nearby sensitive receptor locations in the project site proximity. Currently, existing sensitive receptors located in the vicinity of the project site include single-family residential uses located directly to the north, along Depasquale Road, and directly east of the project site boundary. Existing single-family residences are also located approximately 320 feet west of the project site, across Interstate 15. Thus, ESA will review the localized air quality analysis to ensure that the analysis was conducted in accordance to SCAQMD's "Final Localized Significance Threshold Methodology" document.

As the proposed project would include the development of 195 multi-family dwelling units; these future residential uses would also be considered to be sensitive receptors. Given that the project site is located directly adjacent to Interstate 15, and that the California Air Resources Board (CARB) has recommended in its Air Quality and Land Use Handbook: A Community Health Perspective document that new sensitive land uses should avoid being sited within 500 feet of a freeway, the proposed residential uses at the project site could be exposed to increased health risks from toxic air contaminants, in particular diesel particulate matter (DPM), from vehicle traffic on the freeway. Thus, ESA anticipates that the air quality technical report prepared for the project will include a HRA that evaluates the exposure of the future residential uses to DPM concentrations generated from the freeway. ESA will review the HRA analysis for technical accuracy.

Furthermore, as the project site is currently vacant and implementation of the project would result in the development of includes 195 multi-family dwelling units, 91,457 square feet of commercial/retail use, and two 8,000 square-foot restaurant buildings; a substantial increase in vehicle trips to and from the project site would occur over existing conditions. Consequently, it is anticipated that the air quality technical report will also include a localized carbon monoxide (CO) hotspots analysis. ESA will review the CO analysis for technical accuracy.

Finally, where mitigation measures are identified in the technical report, ESA will review the measures to ensure that any potential air quality impact resulting from the proposed project would be minimized. Upon completion of the air quality technical report peer review, ESA will present to the City a technical memorandum that identifies any necessary revision requests. Once the technical report has been finalized to address any necessary revisions, ESA will prepare the air quality EIR chapter.

Biological Resources. Based on an initial review of the draft General Biological Resources Assessment and our understanding of the project area and site conditions, it appears that potential impacts to biological resources would be less than significant, as the project site has been significantly disturbed by past human activities. In order to confirm the determination made in the draft Biological Resources Assessment, the EIR will briefly describe existing biological surroundings based on a general site visit (see Task 1) and a review of biological databases, and then describe the projects compliance with rules and requirements concerning the Migratory Bird Treaty Act and other applicable biological policies.

Cultural and Historic Resources. Based on the applicant provided Cultural Resources Assessment, ESA will review the cultural resource survey report prepared for the project to ensure technical and compliance adequacy for use in supporting the project EIR. Additionally, a paleontological database search will be conducted at the Natural History Museum of Los Angeles to determine whether the project may impact potentially significant paleontological resources. The results of the database search will be used to address impacts to paleontological resources in the EIR. A geoarchaeological review will be conducted to identify the landforms present and to generalize the archaeological sensitivity of the project area. This task includes review of available historic maps and aerial photographs, as well as geotechnical studies of the area. The results of the geoarchaeological review will be used to address the potential for impacts to subsurface archaeological resources in the EIR. The EIR section will document project-related impacts to cultural resources and that presents appropriate mitigation measures under CEQA.

Geology and Soils. Based on the applicant provided Preliminary Geotechnical Investigation prepared for the project, ESA will evaluate the proposed project for geological constraints, and will identify potential impacts. ESA has geotechnical specialists who will ensure compliance with all applicable regulations and policies and develop effective and feasible mitigation measures, if needed. Additionally, policies provided in the City General Plan and applicable standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects.

Greenhouse Gas Emissions. ESA will conduct a peer review of the proposed project's GHG technical report to ensure that all potential impacts associated with the project's generation of GHG emissions during construction and operations have been fully evaluated to address the CEQA checklist questions. ESA will review the GHG emissions calculations for technical adequacy. Since SCAQMD has not adopted a threshold of significance that would be applicable to the proposed project, ESA will also review the adequacy of the impact significance methodology used in the technical report. As the project would introduce 195 multi-family dwelling

units, 91,457 square feet of commercial/retail use, and two 8,000 square-foot restaurant buildings onto a currently vacant 27.6-acre site, the net increase in GHG emissions resulting from the project could potentially be substantial. As such, all design features/mitigation measures that may be recommended in the technical report to reduce the project's GHG emissions will be assessed. Once the GHG technical report has been finalized to address any concerns, ESA will use that report to prepare the GHG EIR section.

Hazards and Hazardous Waste Materials. ESA will review the Phase I Environmental Site Assessment prepared for the project site and evaluate public health and safety impacts that may result from development of the proposed project. The existing regulatory framework for hazardous materials will be described, and mitigation measures will be identified, if necessary, to address impacts of the project that may involve hazardous material issues, including the on-site fueling and servicing of applicant-owned vehicles.

The policies provided in the City General Plan and any standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed if necessary to reduce any significant effects.

Hydrology and Water Quality. ESA will review the hydrology study prepared for the proposed project. Based on drainage information to be provided by the City, ESA will evaluate whether any potentially significant hydrologic impacts might result from the proposed project. This analysis includes the increase of impervious surfaces on the project site and the increased use of vehicles at the site (upon project completion approximately 27.6-acres would be converted from pervious to impervious surfaces). ESA's team of technical experts have experience with analyzing reduced impervious surfaces and altered drainage patterns and will utilize their technical expertise to ensure impacts associated with the project implementation are adequately addressed in the EIR. ESA will evaluate the proposed project for compatibility with current regulatory requirements regarding water quality. Potential sources of non-point stormwater run-off will be identified and mitigation measures provided to reduce potential impacts to receiving waters.

Based on preliminary discussion with the City, ESA assumes a water supply assessment is not required and a water supply assessment or review is not part of this scope of work. Policies provided in the City General Plan, and applicable standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed, if necessary, to reduce any significant effects.

Land Use and Planning. The proposed project will be evaluated for compatibility with adjacent and surrounding land uses, as well as for consistency with local and regional goals and policies. The project applicant is seeking entitlements for a land use designation change from Commercial Office (CO) to Very High Density Residential (VHDR) on 50 percent of the 27.6 acre site, a zoning designation change from CPS (Scenic Highway Commercial) to R-4 (General Residential), and a tentative parcel map (TPM 36612) to subdivide the 27.6-acre site into three (3) parcels.

The policies provided in the City General Plan and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed if necessary to reduce any significant effects.

Noise. Implementation of the proposed project could increase noise levels within the areas surrounding the project site during construction as well as during all aspects of project operations. In addition, potential vibration impacts on the immediate surrounding land uses may occur during project construction from the operation of heavy-duty construction equipment. Currently, the nearest noise-sensitive receptors to the project would be the single-family residential uses located directly north and east of the project site boundary.

As part of the peer review of the noise technical study for the project, ESA will evaluate whether the project's noise and vibration impacts during construction and operations have been analyzed fully, and that appropriate mitigation measures, where necessary, have been recommended to address any potential noise and/or vibration impacts on nearby sensitive receptors. The primary focus of the peer review will be to ensure that the potential impacts resulting from construction and operation of the proposed project have been adequately evaluated in light of the City's applicable noise and vibration standards or policies.

Furthermore, given that new residential uses could potentially be developed along the project site's western boundary adjacent to Interstate 15, the high traffic volumes that travels daily along this freeway could result in adverse noise impacts on the proposed residential uses. As such, it is anticipated that the noise technical report will include adequate mitigation measures to ensure that the proposed residential developments at the project site would not be exposed to community noise levels that exceeds the noise/land use compatibility guidelines established in the County of Riverside General Plan Noise Element, which is used by the City. All noise level calculations presented in the technical study will be reviewed and evaluated for technical adequacy.

Once the noise technical report has been finalized to address any necessary concerns, ESA will use that report to prepare the noise EIR chapter.

Public Services and Facilities. The impact of the proposed project on existing schools, fire and police service, emergency medical services, library services, and solid waste disposal will be described and quantified in terms of increased service demand where service agencies can provide impact generation factors to be applied. To prepare this section, ESA will consult with affected service agencies. ESA will ensure the consultation with the affected service agencies adequately addresses all issues associated with project implementation, including on-site safety concerns and emergency responses. Policies provided in the City General Plan, and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed if needed to reduce any significant effects.

Recreation. ESA will analyze impacts associated with the development of the proposed project on recreational facilities within the project vicinity. Policies provided in the City General Plan and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects.

Transportation and Circulation. Upon completion of peer review of the technical study by ESA's in-house registered traffic engineer, ESA will summarize the findings of Traffic Impact Analysis being prepared by the applicant in support of the EIR. This scope of work assumes that the applicant's Traffic Impact Analysis will not address all CEQA Checklist items (i.e., will analyze only traffic levels of service), and that ESA will be responsible for the evaluation of the non-traffic-related CEQA-required items (i.e., the project's consistency with the Riverside County Transportation Commission Congestion Management Plan, potential increased traffic hazards due to a design feature or incompatible uses, conflicts with plans and programs for alternative transportation, and emergency access to the project site). The EIR will incorporate mitigation measures from the Traffic Impact Analysis, and will include, if needed, additional mitigation measures identified during the peer review and ESA's impact evaluations. In addition, policies provided in the City General Plan and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant impacts.

Utilities and Service Systems. The change in land use from an undeveloped site to a mixed-use residential/commercial facility would change the nature and use of utility and service systems provided to the site. ESA will evaluate potential impacts associated with utilities and service systems (water, sewer, electricity, natural gas, solid waste collection). Service demands, including

the change in water use, resulting from the proposed project implementation will be quantified, and the impact of project development on existing utility systems will be described. In evaluating impacts, ESA will consult with utility providers to determine the capacity of their infrastructure and their ability to provide service. Policies provided in the City General Plan and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed if needed to reduce any significant effects.

Cumulative Impacts associated with the proposed project development and future development will also be discussed. Policies provided in the City General Plan and other standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed where necessary to reduce any significant effects.

Alternatives. At the outset of environmental documentation, ESA will consult with the City and the applicant regarding alternatives for inclusion in the EIR. The final alternatives to be included in the EIR will be identified in consultation with City staff and legal counsel following review of ESA's recommendations. Project alternatives will be prepared pursuant to CEQA Guidelines Section 15126.6, and will include a "No Project" alternative and a range of other alternatives, including building out the site pursuant to its General Plan designation of Commercial Office (CO) and its Zoning designation of Scenic Highway Commercial (CPS). The potential for off-site alternatives will also be reviewed. The rationale for alternatives selection will be based upon the reduction or avoidance of identified significant impacts (e.g., noise, air quality, hazards or traffic impacts). The EIR will discuss the rationale for selecting the alternatives, explain why certain alternatives were dismissed from further study, and will identify the environmentally preferred alternative, if different from the proposed project.

CEQA Mandated Sections. This section will include a discussion of the growth inducing effects associated with the proposed project, cumulative impacts, unavoidable adverse effects, persons and organizations consulted, and a bibliography. Due to the nature of the proposed project and its location in Riverside County, based on our experience, ESA anticipates potential cumulative impacts associated with air quality, greenhouse gas emissions, noise impacts and traffic impacts.

Mitigation Monitoring and Reporting Program. A Mitigation Monitoring and Reporting Program (MMRP) will be prepared for the EIR. Based on the City's preference, the MMRP can also be prepared as part of the Final EIR, which in our experience can be more efficient, as it reflects final mitigation measures that may have changed during the public review process. The

MMRP will contain a compilation of mitigation measures presented in the EIR and will identify responsible parties, timing or phasing, and enforcement parties. This will be presented in a matrix format. ESA will provide the MMRP as a separate chapter or separate "submittal" as directed by the City. The mitigation measures and the MMRP will be fully consistent with City policies and programs, and will meet the requirements of Section 21081.6(a) of the Public Resources Code.

ESA will provide five copies of the Administrative Draft EIR on recycled paper to the Planning Department for review. ESA will also provide an electronic version of the Administrative Draft EIR in both word and PDF version to the City. ESA assumes one set of consolidated comments from both City and applicant will be provided to ESA. ESA will then review all comments and prepare a Screencheck version of the Draft EIR to the City for final comment and approval (total of two separate EIR submittals).

Task 5: Draft EIR

Subsequent to City review of the Screencheck Draft EIR, ESA will prepare a proposed Draft EIR, which incorporates all of the final additions and changes identified by the City. We assume that changes will be minimal due close coordination and consultation with the City. ESA will submit 75 hard copies of the proposed Draft EIR to the City for distribution in both hard copy and PDF format suitable for publishing on the Internet and reproducing onto CD-ROM. ESA assumes the 20 hard copies of the Draft EIR and 20 CD's of the Technical Appendices and Draft EIR, two full copies of the Technical Appendices will also be printed. The City will also receive one master reproducible CD.

In addition to the Draft EIR, ESA will prepare a Notice of Completion (NOC) to be filed with the Office of Planning and Research State Clearinghouse. The NOC will contain the information called for Section 15085 of the CEQA Guidelines.

Task 6: Response to Comments and Findings

Once the mandatory 45-day public circulation period has ended, ESA will meet with the City and the project team to review the comment letters received on the Draft EIR and determines the direction for responses to comments. ESA will then prepare the response to comments document, which will be submitted to the City and the project team for review. ESA will then make any required revisions / additions. Once approved, ESA will deliver the response to comments document to the City for circulation to commenting public agencies prior to the certification of the Final EIR. This

scope of work assumes a total of no more than ten (10) commenting agencies/individuals and/or over 75 comments. Should additional letters be received, an amendment to the cost estimate may be required.

Revisions to the Draft EIR will be made, if necessary, based on public and agency comments and collaboration with City staff. The changes will be identified in a strikeout and underline format in the Final EIR. New analysis is not included in our cost estimate for the Final EIR.

ESA will work closely with the City's legal counsel, and will prepare required CEQA Findings of Fact and a Statement of Overriding Considerations, if required. ESA will print and distribute 50 copies of the Final EIR as directed by City staff.

Task 7: Consolidated Final EIR

As directed by the City Council, ESA will compile the Draft EIR and Response to Comments document along with any revisions made by the City Council into consolidated Final EIR document. ESA will provide 40 hard copies of the consolidated Final EIR, including 25-comb bound and 15 three-hole punched.

Task 8: Meetings and Project Management

8.1 Meetings and Public Hearings

Almost 100 hours has been budgeted for attendance, preparation, and travel to public hearings, meetings and project management, including meetings specifically called out in previous tasks. If additional meetings or additional hours are required, these will be billed on a time-and-materials basis. All public hearings will be attended by Deanna Hansen, Project Director, who will assist in the facilitation of the public meetings and present the EIR and Danielle Griffith, Project Manager.

8.2 Project Management

Danielle Griffith, ESA's Project Manager, will oversee the project through the EIR preparation and certification process. Upon project initiation, she will provide weekly written progress reports and set-up a weekly conference call for team updates. She will also provide a monthly written progress report throughout the process, to maintain the project schedule for the anticipated project completion date. As discussed in Section C, she will assist in the facilitation of all public meetings.

SECTION F
Schedule

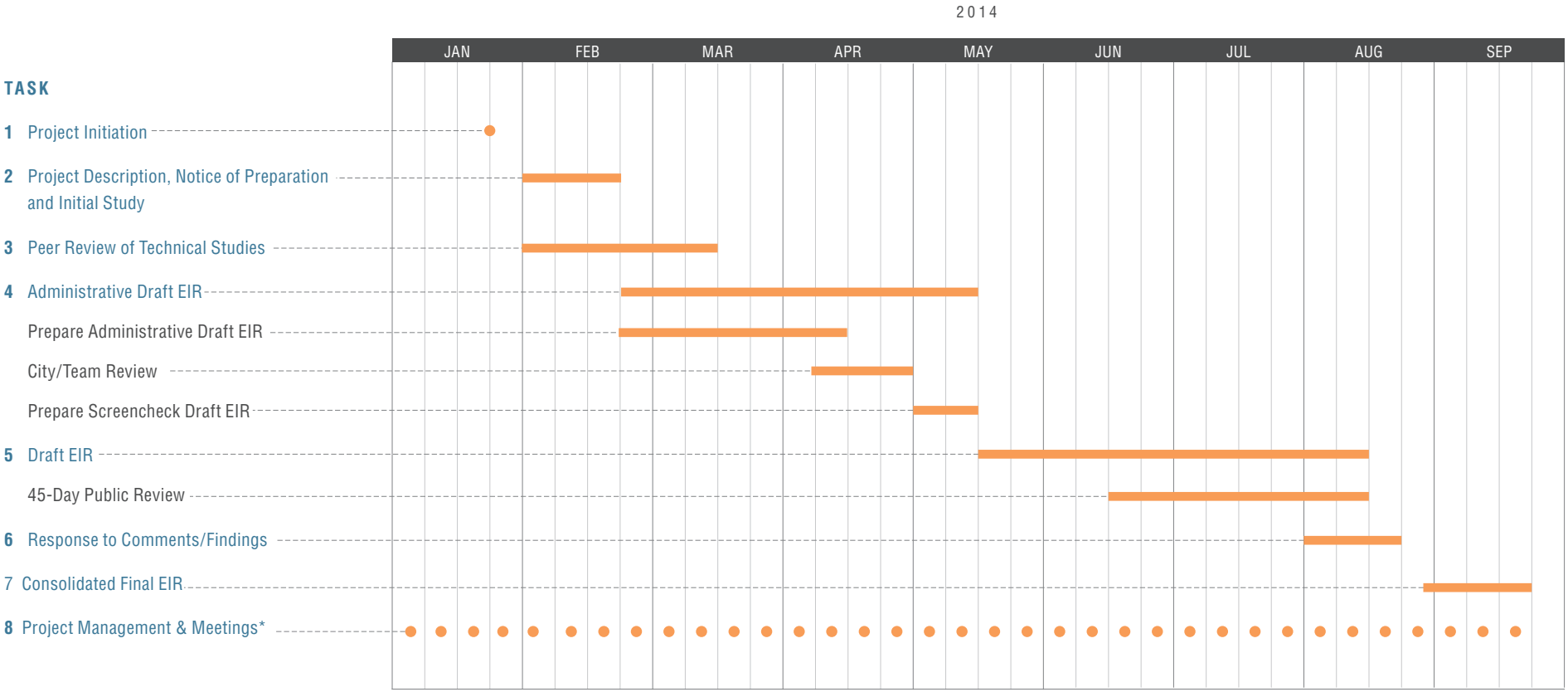
ESA assumes some overlap on tasks for efficiency in completion of project milestones.

Proposed Detailed Work Schedule

We know that timely completion of the EIR for the Westpark Promenade Village project is important to the City. The project description IS, and technical studies should take approximately two months to complete. The total overall proposed schedule for the EIR is nine months; this assumes some overlap on tasks for efficiency. **Table F-1** on the following page shows the proposed work schedule starting at the project kickoff meeting in the middle of January 2014 and ending with EIR Certification in the middle of September 2014.

Figure F-1 Proposed Schedule of Work

Westpark Promenade Village EIR



* This preparation period is dependent on receipt of all applicant-prepared documents and electronic information.

Westpark Promenade Village EIR

Table G-1: ESA Labor Detail and Expense Summary

	Task Number / Description	D. Hansen Dir I	D. Griffith Sr MA II	T. Rimpo, G. Ainsworth, M. Strauss Dir II	M. Burns Dir I	J. Hutchison M. Assoc III	L. Rocha M. Assoc II	D. Pugh M. Assoc I	C. Gispert, S. Assoc III	A. Carlson, T. Wong Sr. Assoc. I	M. Bray Assoc III	D Martinez Assoc I	Subtotal	J. Nielsen Adm/GrphArt	L. Uehara Adm/GrphArt	Clerical	Subtotal	Total Hours	Total Labor Price
	Hourly Billing Rate	$220	$165	$200	$185	$180	$160	$145	$125	$120	$115	$90		$ 100	$100	$70			
Task																			
1	**Project Initiation**																		
	Initial Document Research and Review		8										$ 1,320				$ -	8	$ 1,320
	Kick-off Meeting	8	8										$ 3,080				$ -	16	$ 3,080
2	**Project Description, Notice of Preparation and Initial Study**																		
	Project Description	1	12						32			8	$ 6,920	4	4	2	$ 940	63	$ 7,860
	Initial Study Review, Notice of Preparation and Initial Study	1	16										$ 2,860			8	$ 560	25	$ 3,420
	Scoping Meeting	4	6										$ 1,870		8	2	$ 940	20	$ 2,810
3	**Peer Review of Technical Studies**																		
	Peer Review of Technical Studies	-	8	12	6	6	4		6	6	6		$ 8,710				$ -	54	$ 8,710
	Draft Technical Memorandum	1	16													8			
4	**Administrative Draft EIR**	12																	
	Aesthetics/Light and Glare		4							24		4	$ 3,900		4		$ 400	36	$ 4,300
	Air Quality		4							32			$ 4,500				$ -	36	$ 4,500
	Greenhouse Gases		4	2						16			$ 2,980				$ -	22	$ 2,980
	Cultural and Historic Resources		4	2							20		$ 3,360				$ -	26	$ 3,360
	Biological Resources		4	2				24					$ 4,540				$ -	30	$ 4,540
	Geology and Soils		4		4				24			4	$ 4,760		2		$ 200	38	$ 4,960
	Hazards and Hazardous Materials		4		4				24			4	$ 4,760		2		$ 200	38	$ 4,960
	Hydrology and Water Quality		4				8		24			4	$ 5,300		2		$ 200	42	$ 5,500
	Land Use and Planning		4						24			4	$ 4,020		2		$ 200	34	$ 4,220
	Noise		4	2						24			$ 3,940		2	8	$ 760	40	$ 4,700
	Population and Housing		4						16			8	$ 3,380				$ -	28	$ 3,380
	Public Services and Facilities		4						16			8	$ 3,380		2		$ 200	30	$ 3,580
	Recreation		4						16			4	$ 3,020				$ -	24	$ 3,020
	Transportation and Circulation		4			6						36	$ 4,980		2		$ 200	48	$ 5,180
	Utilities and Service Systems		4						24			8	$ 4,380				$ -	36	$ 4,380
	Alternatives and CEQA-required Sections		12						24			4	$ 5,340		8		$ 800	48	$ 6,140
	Document Preparation	-	12									16	$ 3,420		8	24	$ 2,480	60	$ 5,900
	MMRP		4									16	$ 2,100			4	$ 280	24	$ 2,380
5	**Draft EIR**	16	32						32				$ 12,800		10	16	$ 2,120	106	$ 14,920
6	**Response to Comments/Findings**	8	32						24				$ 10,040		6	8	$ 1,160	78	$ 11,200
7	**Meetings and Project Management**	20	48										$ 12,320				$ -	68	$ 12,320
	Total Hours	71	274	20	14	12	12	24	286	102	26	128		4	62	80		1,078	$ 2,193
	Subtotals - Labor Hours	$ 15,620	$ 45,210	$ 4,000	$ 2,590	$ 2,160	$ 1,920	$ 3,480	$ 35,750	$ 12,240	$ 2,990	$ 11,520	$ 131,980	$ 400	$ 6,200	$ 5,600	$ 11,640		$ 145,813
	Percent of Effort - Labor Hours Only	6.6%	25.4%	1.9%	1.3%	1.1%	1.1%	2.2%	26.5%	9.5%	2.4%	11.9%		0.4%	5.8%	7.4%		100.0%	
	Percent of Effort - Total Project Cost	10.5%	30.4%	2.7%	1.7%	1.5%	1.3%	2.3%	24.0%	8.2%	2.0%	7.7%		0.3%	4.2%	3.8%			98.0%

ESA Labor Costs	**$ 145,813**
3% Communication Fee on Labor Costs	**$ -**
ESA Non-Labor Expenses	
Reimbursable Expenses (printing, mileage, mailing)	$ 3,000
TOTAL PROJECT COST	**$ 148,813**

Appendix A

ESA

DALLAS PUGH

Senior Biologist

Dallas has over 10 years of experience as a technician, conservation worker, and field biologist. This experience includes seven years of experience as a botanist and wildlife biologist for an environmental consulting company. He has expertise in leading, coordinating, and conducting biological surveys for threatened and endangered plant and wildlife species and preparing formal environmental documents in compliance with CEQA, NEPA, the California Coastal Act, California Fish and Game Code, USACE and other relevant legislation.

Education

B.S., Marine Biology (minor in Chemistry), California State University, Long Beach, CA

B.S., Zoology, California State University, Long Beach, CA

7 Years Experience

Professional Memberships

Sea and Sage Audubon Society

Southwest Section Member of the Wildlife Society

Federal 10(a) Recovery Permits

Quino checkerspot butterfly

Certifications

DFW-approved flat-tailed horned lizard handler and monitor, June 2011

DFW-approved Level II Blunt-nosed Leopard Lizard Surveyor, 2009

USFWS CA Fairy Shrimp Identification Certification Certified, 2007

U.S. Department of Commerce, MNFS, Caulerpa taxifolia Identification Certification under the Caulerpa Control Protocol Certified, 2008 by Southwest Section, The Wildlife Society

Special Training

Swainson's Hawk Workshop, Swainson's Hawk Technical Advisory Committee

Relevant Experience

Walker Basin – De Luz and Sandia Vineyards, Riverside County, CA. ***Project Manager/Lead Biologist.*** Coordinated, led and conducted general reconnaissance surveys, vegetation mapping, a jurisdictional delineation of cismontane alkali marsh habitat, rare plant surveys, and oak tree mapping on approximately 140 acres in Western Riverside County. The results of the surveys were incorporated into a Habitat Assessment Report and submitted to the County/RCA in support of a HANS Application and Development Application. The work was conducted in compliance with the Western Riverside County MSHCP.

San Diego River Tributary Canyons Project, Jurisdictional Delineation and CEQA/City of San Diego Biological Impact Analysis, San Diego County, CA. ***Lead Biologist.*** Conducted the jurisdictional delineation of a large ephemeral stream under multiple jurisdictions (USACE, CDFW, RWQCB and City of San Diego) associated with the development of a multi-use recreational trail in the community of Serra Mesa. Dallas also produced the Biological Survey Report according to the City of San Diego's standards and analyzed impacts to biological resources in the MND.

Otay Water District, Maintenance and Management of San Miguel Habitat Management Area, San Diego County, CA. ***Biologist.*** Dallas conducted rare plant surveys and assisted with Quino checkerspot butterfly surveys. The project required professional environmental consulting services for the San Miguel Habitat Management Area (HMA) and associated mitigation projects. The project consisted of biological maintenance, monitoring, and reporting activities for the 230-acre HMA; the 30-inch recycled water pipeline; 450-1 reservoir and 680-1 pump station restoration projects; the 640-1 & 640-2 reservoirs revegetation and monitoring project; and the 850-4 reservoir Munz's sage restoration project.

Topock Compressor Station Remediation CEQA Services, San Bernardino County and Arizona. ***Lead Biologist.*** Dallas prepared the CEQA analyses and environmental documents for both the freshwater investigation and soils remediation activities. Biological issues included desert tortoise, Yuma clapper rail, southwestern willow flycatcher, jurisdictional resources, and sensitive

Relevant Experience (Continued)

vegetation communities along the Colorado River and Havasu National Wildlife Refuge.

Southern California Edison, Tehachapi Renewable Transmission Project, Los Angeles and Kern Counties, CA. *Lead Biologist.* Dallas conducted rare plant and burrowing owl focused surveys along the numerous segments of the Tehachapi Renewable Transmission Project alignment, including segments 4, 5, 6, 7, 8, 10 and Telecom10. The team provided all biological survey and compliance services to support the preconstruction and construction phases of the approximately 175-mile long transmission line. Specifically, the wetland delineation and permitting services, conducting focused surveys for special-status species, preparing habitat restoration plans (including seed collection and propagation and weed control plans), preparing notice to proceed reports for submittal to the CPUC, preparing a worker's environmental awareness program, conducting preconstruction biological surveys, providing biological monitoring during construction, and preparing various other environmental documentation to support the compliance program.

San Diego Gas and Electric, Manzanita Wind Interconnect Project (TL 6931), San Diego County, CA. *Staff Biologist.* Dallas assisted in the coordination and execution of the jurisdictional delineation along the entire 5-mile alignment. He also conducted the rare plant surveys within the proposed staging areas and coordinated and led the USFWS protocol Quino checkerspot butterfly surveys within all project components.

San Diego Gas & Electric, Sunrise Powerlink Oak Tree Mapping, San Diego County, CA. *Lead Biologist.* Dallas coordinated, led and assisted in identifying and mapping oak trees on the Lightner Property for the Sunrise Powerlink project. Mapping of 5,000 oak trees along portions of the Sunrise Powerlink alignment were conducted.

San Diego Gas & Electric, Transmission Line 678 Biological Monitoring, San Diego, CA. *Biologist.* Dallas performed construction monitoring throughout the span of the project. Biologists conducted preconstruction analysis and prepared a verification study for the proposed transmission project. The project also required performing construction monitoring and postconstruction reporting.

San Diego Gas & Electric, Transmission Line 13821 Reconductor Monitoring and Preliminary Biological Constraints Surveys, San Diego County, CA. *Lead Biologist.* Dallas monitored seismic refraction tests and borings along the transmission line proposed for wood-to-steel pole replacement to ensure there were no impacts to sensitive biological resources. The project required biological monitoring under our on-call contract with SDG&E for reconductor projects. Also coordinated and conducted the biological constraints analyses along the entire alignment and coordinated with SDG&E biologists to produce appropriate environmental documentation to comply with the National Community Conservation Planning.

Special Training

Flat-tailed horned lizard monitoring, tracking and handling workshop. El Centro, CA hosted by the Denver Zoo. May 2011.

Basic Wetland Delineation Workshop. Wetland Training Institute. July 2011.

Rare Pond Species Workshop and Survey Techniques. California red-legged frog, California tiger salamander, and western pond turtle. Laguna Foundation and The Wildlife Project, March 27-28, 2010

Blunt-nosed Leopard Lizard Identification Workshop, California State University, Bakersfield, hosted by San Joaquin Valley Chapter, The Wildlife Society, 2009

San Diego County Sensitive Butterfly Workshop: Instructors, David Faulkner and Michael Klein, 2008

California Anostraca and Notostraca (Fairy Shrimp) Identification Class: Instructor, Mary Belk, 2007

Desert Tortoise Surveying, Monitoring, and Handling Techniques Workshop, Desert Tortoise Council, 2006

Introduction to Birding Workshop: Instructor, Sylvia Gallagher, Sea and Sage Audubon Society, 2006

EXHIBIT “3”

CITY OF WILDOMAR & ESA ASSOCIATES, INC.
EIR CONSULTANT AGREEMENT FOR SERVICES

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,
a municipal corporation

and

ESA ASSOCIATES, INC.

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND

_____

This Agreement for Services ("Agreement") is entered into as of this ____ day of _____, 2014 by and between the City of Wildomar, a municipal corporation ("City") and ESA Associates, Inc. ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. The California Environmental Quality Act ("CEQA") [Public Resources Code § 21000 et seq.] makes lead agencies responsible for determining whether an environmental impact report ("EIR"), a negative declaration ("ND"), or a mitigated negative declaration ("MND") is to be required for any project. CEQA also provides that any such EIR, ND, or MND be prepared directly by, or under contract to, the legal

B. Service Provider, following submission of the EIR proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Wildomar's Municipal Code, City has authority to enter into this Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is equal to the length of time necessary to obtain the required entitlement approvals from the City with no specified time frame herein, commencing on the date first ascribed above.

SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services/Proposal" (hereinafter, the "Services") and made a part of this Agreement by this reference.

Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

ADDITIONAL SERVICES.

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed one-hundred forty eight thousand eight hundred thirteen dollars ($148,813), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SERVICE PROVIDER'S BOOKS AND RECORDS.

Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed

so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Service Provider's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

INDEPENDENT CONTRACTOR.

Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

Neither Service Provider , nor any of Service Provider's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Service Provider expressly waives any claim Service Provider may have to any such rights.

STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent,

perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit “A” “Scope of Work” that shall also be applicable to Service Provider’s work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, “construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

NONDISCRIMINATION.

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

UNAUTHORIZED ALIENS.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

CONFLICTS OF INTEREST.

Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Service Provider's performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

Service Provider, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Service Provider gives City notice of such court order or subpoena.

If Service Provider, or any officer, employee, agent or subcontractor of Service Provider, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Service Provider for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Service Provider's conduct.

Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint,

subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(c) Indemnification from Sub-Service Providers. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors,

assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff

and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

TERMINATION OF AGREEMENT.

City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

If either Service Provider or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The

term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Wildomar Attn: City Manager 23873 Clinton Keith Rd., Suite 201 Wildomar, CA 92595
To Service Provider:	ESA Associates, Inc. Attn: Deanna Hansen, Vice President 626 Wilshire Boulevard, Suite #1100 Los Angeles, CA 90017

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 “Amendment” and the City Manager’s contracting authority under the Wildomar Municipal Code.

BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF WILDOMAR

_____
Gary Nordquist
City Manager

ATTEST:

_____
Debbie A. Lee
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

By: _____ By: _____

_____ _____

Its: _____ Its: _____

NOTE: SERVICE PROVIDER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES/PROPOSAL

Proposal

WESTPARK PROMENADE VILLAGE

Environmental Impact Report

Prepared for
City of Wildomar
Planning Department

December 2013-Updated

ESA

Proposal

WESTPARK PROMENADE VILLAGE

Environmental Impact Report

Prepared for
City of Wildomar
Planning Department

December 2013-Updated

626 Wilshire Boulevard
Suite 1100
Los Angeles, CA 90017
213.599.4300
www.esassoc.com

Oakland

Orlando

Palm Springs

Petaluma

Portland

Sacramento

San Diego

San Francisco

Santa Cruz

Seattle

Tampa

Woodland Hills

P130266.01

626 Wilshire Boulevard
Suite 1100
Los Angeles, CA 90017
213.599.4300 phone
213.599.4301 fax
www.esassoc.com

January 8, 2014

Mr. Mark Teague, AICP, Planning Manager
City of Wildomar
Planning Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Re: Proposal for an Environmental Impact Report for Westpark Promenade Village Project (Planning Application No. 13-0082)

Dear Mr. Teague:

We thank you for the opportunity to re-submit our qualifications to the City of Wildomar (the City) for the Westpark Promenade Village. We understand that the City will be preparing and processing an Environmental Impact Report (EIR) for development for a mixed-use residential/commercial project, which includes 195 multi-family dwelling units on two parcels, and 91,457 square feet of commercial/retail uses and two 8,000 square-foot restaurant buildings with related site development improvements on one parcel. The City will require a competent and responsive consulting firm that can review all applicant provided materials, including technical reports. The Environmental Science Associates (ESA) team is trusted, proven, committed and experienced and can assemble a comprehensive and legally adequate EIR to support the entitlement process.

Founded over 44 years ago, ESA is one of California's largest and oldest environmental consulting firms with a staff of over 350 people focused solely on environmental planning, compliance, and implementation – it's our core business. Because of this, ESA is uniquely capable of providing technical studies with substantial in-house resources including: air quality, greenhouse gas, noise, cultural resources, water quality experts and traffic experts. Additionally, ESA has a depth of senior technical and California Environmental Quality Act (CEQA) experts to oversee work in all environmental disciplines – ensuring well-managed work efforts, quality control, and legally defensible documents. Our proposal demonstrates the unique qualifications that make ESA ideally suited to provide the City with the skills necessary to address the needs for this project by assembling a team of especially qualified technical experts and an experienced project management team.

We have selected a seasoned and respected project management and technical team that has years of experience working on land development projects, and who has familiarity with the City. Our project team will be managed by staff from our Los Angeles Office. **Deanna Hansen**, Director of ESA's Southern California Community Development Group, will serve as the Project Director for this project. Deanna is an experienced senior environmental project manager and supervises our local teams dedicated to environmental compliance for unique and potentially controversial land development projects. Deanna has provided oversight on work conducted by ESA for a number of projects in western Riverside County, including a number of projects prepared under the DR Horton Master Contract in Temecula, including the Winchester Hills Youseff MND. Her gained experience, over the last 20 years, will provide insight and direction to a number of key issues that may be encountered. In addition, Deanna will oversee ESA's comprehensive team and implement our rigorous quality assurance program for all deliverables. **Danielle Griffith** will serve as the Project Manager. She will serve as the day-to-day contact for the City and enforce schedule, budget, and technical excellence. Danielle served as contract staff for the City

Planning Department for three years, and her availability for project needs, as well as her first-hand understanding of local setting and concerns, is invaluable

I am an officer of the firm and am authorized to bind the firm to all commitments made in the proposal and to represent ESA in contracting. My contact information is:

Deanna Hansen, Vice President | Director of Community Development
626 Wilshire Boulevard, Suite 1100
Los Angeles, CA 90017
P: 213.599-4300 | F: 213.599-4301
DHansen@esassoc.com

We appreciate the opportunity to present ESA's proposal to be considered by the City for environmental support services for the proposed Westpark Promenade Village Project. We look forward to meeting you again and are ready to provide the City with our experienced, responsive, and committed senior team.

Sincerely,

Deanna Hansen
Vice President, Director of Community Development

SECTION B

Description of Organization

With diverse technical specialties and multiple offices, ESA is large enough to deliver a full range of services, yet small enough to foster meaningful partnerships and develop a solid understanding of the unique needs of each of our clients.

ESA Introduction

ESA's local office:
626 Wilshire Blvd., # 1100
Los Angeles, CA 90017
Contact: Danielle Griffith
DGriffith@esassoc.com
P: (213) 599-4300
F: (213) 599-4301
www.esassoc.com

Other office locations:

- *Oakland, CA*
- *Orlando, FL*
- *Palm Springs, CA*
- *Petaluma, CA*
- *Portland, OR*
- *Sacramento, CA*
- *San Diego, CA*
- *San Francisco, CA*
- *Santa Cruz, CA*
- *Seattle, WA*
- *Tampa, FL*
- *Woodland Hills, CA*

ESA provides interdisciplinary environmental and planning consulting services to clients. Our staff consists of over 350 planners, scientists, engineers, and environmental professionals specializing in CEQA and National Environmental Policy Act (NEPA) compliance, and technical analysis in such disciplines as air quality and greenhouse gases, noise/vibration, hydrology and water quality, transportation, cultural and biological resources, and visual impact analysis.

Offices. ESA has 13 offices in California, Oregon, Washington, and Florida. Environmental documentation and review conducted for the Westpark Promenade Village EIR will be managed and undertaken by staff from ESA's Southern California office in Los Angeles. Our Los Angeles office will be seamlessly supplemented by technical staff from our San Diego and San Francisco offices, which have been selected due to their technical expertise specifically to meet the needs of this project.

In addition to the staff provided in the Wildomar On-Call SOQ we have added additional staff to supplement the preparation of the proposed project EIR. The ESA staff that will peer review technical studies and assist in the preparation of the EIR includes:

- Deanna Hansen, Project Director
- Danielle Griffith, Project Manager
- Allisa Carlson, Aesthetic Resources

- Tim Rimpo, Air Quality, Greenhouse Gas (GHG) and Noise*
- Terrance Wong, Air Quality, GHG and Noise
- Greg Ainsworth, Biological Resources
- Dallas Pugh, Biological Resources*
- Monica Strauss, RPA, Cultural Resources
- Madeleine Bray, RPA, Cultural Resources*
- Michael Burns, CHG, CEG, PG, Geology and Soils; Hazardous Materials
- Laura Rocha, CPSWQ, QSD/QSP, Hydrology/Water Quality*
- Jack Hutchinson, P.E., Transportation and Circulation
- Robert Eckard, Utilities and Service Systems
- Cristina Gispert, Land Use, Population and Housing *
- Allyson Dong, Recreation and Public Services*
- Jason Nielsen, GIS Support*
- Linda Uehara, Graphics Support*

**Indicates additional staff not included in the On-Call SOQ, resumes are provided in Appendix A of this proposal.*

Stability and Capacity. Our stability during more than 40 years of continuous operation is based largely in the firm's dedication to technical excellence, effective communication, and client responsiveness. ESA is 100% employee-owned, with a strong financial position and no court-invalidated ESA prepared documents due to negligence by ESA or its subconsultants. The fact that our employees are the firm's owners, together with our exclusive emphasis on environmental planning ensures our clients that they will receive high quality and responsive environmental consulting service.

ESA's major strength lies in fostering and managing the teamwork and coordination required to conduct effective interdisciplinary environmental planning, impact analyses, and mitigation development and monitoring. Our staff is fully integrated between offices, and, as a result, we can easily assemble teams with the right experience for the job. With multiple offices and diverse technical specialties, we are large enough to deliver a full range of services—from planning and analysis to permitting and monitoring. Yet, we are small enough to foster meaningful partnerships and develop a solid understanding of the unique needs of each of our clients.

SECTION C

Qualifications and Project Team

"ESA has been responsive to expedited project schedules involving multiple agencies with the required staff and expertise to produce top quality legally compliant documents. They are considered one of our best on-call consultants."

– *Paul J. Davis,*
Environmental Specialist
City of Los Angeles
P: (213) 928-9137

Overview of Project Team

ESA has assembled a professional and well organized team that has worked on projects similar to the City's proposed Westpark Promenade Village EIR. Led by our Los Angeles office, our management team has developed a technical team that will provide thorough, concise, and independent preparation of technical studies and a comprehensive peer review of any applicant-provided technical materials. Our management team, led by **Deanna Hansen**, has notable experience leading environmental efforts for projects throughout Riverside and is currently managing our on-call contract with the March Joint Powers Authority (JPA) and the DR Horton Master Contract in the City of Temecula. **Danielle Griffith** will serve as the Project Manager, with day-to-day duties, client interface, and management of ESA's team of technical staff. Danielle served as contract staff for the City Planning Department for three years, and her availability for project needs, as well as her first-hand understanding of local setting and concerns, is invaluable.

The team's collective experience, understanding of key issues, familiarity with the project area and environmental conditions will provide a comprehensive understanding of the potential environmental impacts associated with the development this EIR. Tasks and staff assigned to each task are listed on the organization chart, **Figure C-1**. We have provided new

resumes for additional staff not included in the April 2013 On-Call SOQ the City has on file can be found in **Appendix A**.

Management Team

ESA has hand-selected an experienced management team to support the City through the CEQA process for this important project. Our management team was instrumental in the preparation of this proposal, and has become familiar with the issues that the City may encounter. With this level of familiarity with the project, the City, and similar types of projects, we will be available to begin work on this project immediately.

Deanna will serve as Project Director and will ensure environmental documents subject to the requirements of both CEQA and NEPA are in compliance.

Deanna Hansen | Project Director

Director, Southern California Community Development

Deanna has over 20 years of experience in environmental consulting and has participated in a wide variety of residential, commercial, industrial, and infrastructure projects. She has developed a well-balanced expertise in environmental compliance for development projects, and specializes in CEQA/NEPA compliance. As mentioned above, Deanna has a number of projects throughout the Riverside County area manages our on-call contract with the March Joint Powers Authority and has recent projects in the County of Riverside. Her level of understanding of complex projects allows her to clearly explain technical concepts and issues for public comprehension, particularly for projects that include complicated technical analyses and controversial public policy and planning issues. As the Director of the Southern California Community Development Group for ESA, Deanna provides project oversight, workload and personnel management, and training, and serves as a client and agency liaison for projects located throughout California.

Project Role: Deanna will provide the City with strategic guidance, broad based planning and environmental assessment knowledge, high quality work, and schedule and budget efficiency. She will also be responsible for implementing ESA's rigorous quality assurance program. She will attend and facilitate all public meetings. Deanna will be available to support the project **20%** of the time.

Danielle has managed a variety of Environmental Impact Reports, Negative Declarations, and Environmental Assessments for projects primarily in the Southern California region.

Danielle Griffith | Project Manager

Managing Associate

Danielle will be the day-to-day manager for this project and will act as the key point-of contact for the project team. With over 12 years of experience, Danielle has extensive knowledge preparing and managing a variety of environmental compliance documents. She has extensive experience working on projects in Riverside County and specifically within the. Danielle's availability for project needs, as well as her first-hand understanding of local setting and concerns, is invaluable. As a seasoned project manager, she will provide the City with highly reliable and effective client communication, a strong understanding of CEQA and resource issues, and adherence to project schedules and budgets.

Project Role: Danielle will be the primary point of contact for City staff on a daily basis. She will be responsible for directing ESA's project team in the preparation of the Westpark Promenade Village EIR. She will assign project tasks, maintain monthly progress reports, manage data requests and technical analyses, and maintain schedule and project milestone deliveries. She will attend and help facilitate all public meetings. Danielle will be available to support the project **75%** of the time.

The following is **Figure C-1**, which shows our organizational chart.

Figure C-1 Team Organization

City of Wildomar Planning Department
Westpark Promenade Village EIR

CITY OF WILDOMAR

Planning Director
Matthew Bassi

Planning Manager
Mark Teague, AICP

ESA PROJECT MANAGEMENT

Project Director
Deanna Hansen

Project Manager
Danielle Griffith, JD

TECHNICAL TEAM LEADS

Aesthetic Resources Alissa Carlson, PLA, LEED AP	Air Quality Tim Rimpo Terrance Wong	Biological Resources Greg Ainsworth Dallas Pugh	Cultural Resources Monica Strauss, RPA Madeleine Bray, RPA	Geology / Soils Michael Burns, CHG, CEG, PG
Greenhouse Gas Emissions Tim Rimpo Terrance Wong	Hazardous Materials Michael Burns, CHG, CEG, PG	Hydrology / Water Quality Laura Rocha, CPSWQ, QSD/QSP	Land Use / Population / Housing Cristina Gispert	Noise Tim Rimpo Terrance Wong
GIS Support Jason Nielsen	Graphic Support Linda Uehara	Recreation / Public Services Dana Martinez	Transportation and Circulation Jack Hutchison, PE	Utilities / Service Systems Robert Eckard

Technical Team

Deanna and Danielle will be supported by a team of technical experts and CEQA generalists with strong CEQA backgrounds, each of whom is an expert in their respective field and who have been identified specifically for this project to provide peer review services. The technical experts will provide peer review services for the technical studies provided by the project applicant. Additionally, these same technical staff will prepare the respective subsequent sections in the EIR. **Table C-1** depicts key team leaders who will work with the City on this project. Detailed resumes for our additional key personnel are presented in **Appendix A**.

TABLE C-1 ESA KEY TECHNICAL STAFF

Name	Education/Professional Certification/License	Expertise Relative to the City's Needs	Percentage of Time Available
Allisa Carlson, PLA, LEED AP *Aesthetic Resources*	B.L.A., Landscape Architecture, University of Washington Certified LEED® Accredited Professional (AP)	Allisa is a licensed Landscape Architect with over seven years of experience. Allisa has a range of experience in design and planning, including restoration planning and design, trail design, visual resource management and Geographic Information System (GIS) analysis, park planning and design, recreation planning, multi-modal transportation planning, public involvement, vegetation monitoring, and scenic byway planning.	**40%**
Tim Rimpo *Air Quality/ GHG / Noise*	M.S., Economics (Natural Resource & Environmental Specialization), Colorado State University, Fort Collins B.A., Economics, University of Virginia, Charlottesville	Tim has 28 years of experience evaluating air quality and greenhouse gas impacts for public and private clients. He manages the preparation of CEQA and NEPA documents that include residential, commercial, industrial, energy, and transportation projects.	**20%**
Terrance Wong *Air Quality/ GHG / Noise*	M.A., Environmental Studies, Concentration Environmental Law, Policy, and Management, University of Southern California B.S., Biology, University of California Los Angeles	Terrance has over 10 years of experience in the preparation of air quality/greenhouse gas emission modeling and assessments and acoustical studies for projects subject to CEQA and NEPA. His qualifications also include expertise in the preparation of climate change analyzes for environmental documents, including calculations associated with generating a greenhouse gas inventory for projects.	**40%**
Greg Ainsworth *Biological Resources*	MCRP, City and Regional Planning California Polytechnic State University, San Luis Obispo B.S., Environmental Horticulture Science, California Polytechnic State University, San Luis Obispo	Greg has provided biological resource consulting on numerous community development projects for over 12 years. He is an expert in CEQA and permitting. Greg's technical strengths include biological resource and fatal flaw assessments, rare plant surveys and vegetation mapping, special-status wildlife surveys, avian risk assessments, native plant restoration, wetland delineations, and regulatory permitting.	**20%**

Name	Education/Professional Certification/License	Expertise Relative to the City's Needs	Percentage of Time Available
Dallas Pugh *Biological Resources*	B.S., Marine Biology (minor in Chemistry), California State University, Long Beach, CA B.S., Zoology, California State University, Long Beach, CA	Dallas has over 10 years of experience as a technician, conservation worker, and field biologist. He has expertise in leading, coordinating, and conducting biological surveys for threatened and endangered plant and wildlife species and preparing formal environmental documents in compliance with CEQA, NEPA, the California Coastal Act, California Fish and Game Code, the U.S. Army Corps of Engineers and other relevant legislation.	**30%**
Monica Strauss, RPA *Cultural Resources*	M.A., Archaeology , California State University, Northridge B.A., Anthropology, California State University, Northridge Register Professional Archaeologist (RPA)	Monica directs prehistoric and historic field and research projects for public agencies and private developers and is proficient in CEQA and Section 106 compliance. She manages a staff of cultural resources specialists who conduct various types of compliance work including phase I surveys, construction monitoring, Native American consultation, archaeological testing and treatment, historic resource significance evaluations, and large-scale data recovery programs.	**20%**
Madeleine Bray, RPA *Cultural Resources*	M.A., Archaeology, University of California, Los Angeles B.A., Classical Archaeology, Macalester College, Saint Paul, Minnesota	Madeleine is an archaeologist and cultural resources project manager with 12 years of survey, excavation and mapping experience related to historically significant sites. She has managed numerous projects in California in compliance with CEQA and with Section 106 of the National Historic Preservation Act, including Phase I surveys, site significance testing and evaluation, mitigation recommendations, and archaeological construction monitoring.	**40%**
Michael Burns, CHG, CEG, PG *Geology and Soils; Hazardous Materials*	B.S., Geology, San Jose State University Certified Hydrogeologist (CHG), No.280, CA Certified Engineering Geologist (CEG), No.1846, CA Professional Geologist (PG), No.4532, CA	Michael has over 30 years of experience in the environmental and geological sciences. He has expert services in planning and permitting, site characterization, Superfund sites, Remedial Investigation/Feasibility Studies (RI/FS), waste management, litigation support, property assessments, development and redevelopment, soil and groundwater remediation, and water rights.	**40%**
Laura Rocha, CPSWQ, QSD/QSP *Hydrology/Water Quality*	M.S., Environmental Studies, California State University, Fullerton B.A., Environmental Studies and Psychology, University of California, Santa Barbara	Laura is a Certified Professional in Storm Water Quality (CPSWQ) and a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer/Practitioner. She contributes to a variety of tasks related to the preparation and management of environmental documents, including technical reports, EIRs, Mitigated Negative Declarations (MND) and Environmental Assessments (EA), pursuant to CEQA and NEPA for commercial, residential, mixed-use, and water infrastructure projects.	**20%**

Name	Education/Professional Certification/License	Expertise Relative to the City's Needs	Percentage of Time Available
Jack Hutchison, PE *Transportation and Circulation*	M.Eng., Transportation Engineering, Pennsylvania State University B.S., Civil Engineering, University of Connecticut	Jack has over 36 years of experience in transportation analysis, ranging from planning-level impact analyses to operations and design evaluation. He has extensive experience in transportation analysis and provides critical peer review analysis to ensure compliance with CEQA and NEPA requirements. Jack's projects include industrial and manufacturing facilities, quarries, landfills, aviation facilities, energy facilities, governmental and institutional facilities, parks, water infrastructure, and specific plans.	**30%**
Robert Eckard *Utilities and Service Systems*	Ph.D., Water Quality, University of California, Davis*(in process)* B.A., Biology, University of California, Santa Barbara	Robert maintains a working knowledge regarding implementation and environmental analysis for renewable and fossil energy production and supply technologies including photovoltaic, solar thermal installations, wind, gas and oil extraction, hydrofracture/fracking, as well as various other types of renewable and conventional energy sources.	**30%**
Cristina Gispert *Land Use, Population and Housing*	B.S., Environmental Management and Protection, California Polytechnic State University, San Luis Obispo	Cristina has worked as both project manager and technical analyst on projects ranging from the preparation of EIRs to technical assessments involving air quality, noise, land use, public services, hazardous materials and visual resources.	**50%**
Dana Martinez *Land Use, Population and Housing and Recreation*	M.A., City Planning, San Diego State University B.S., Communication Studies, Minor in Human Resource Development, James Madison University, Harrisonburg, VA	Dana has diversified experience as a technical analyst for numerous planning and environmental documents for a variety of project types. Dana has a broad understanding of local government issues with an expertise related to housing policy and planning. She has experience with identification of critical environmental concerns for controversial projects.	**50%**
Jason Nielsen *GIS Support*	B.A., Environmental Geography, California State University Northridge GIS Certificate, California State University Northridge	Jason has experience preparing and analyzing GIS to support environmental documents. Jason has experience integrating field mapping directly into GIS using global positioning system (GPS)-linked tablet computers. In addition, he provides quality mapping products that include biological resources, cultural mapping and restoration planning.	**15%**
Linda Uehara *Graphics Support*	B.Arch., Architecture, University of Hawaii Advanced Print and Graphic Communication Certificate, UCLA Extension	Linda develops concise and effective graphic presentation techniques, including diagrammatic and pictographic illustration, slide presentations, large-format public participation presentations, public information documents, and user-friendly graphic analysis formats. She develops graphics for ESA's document production, including CEQA, NEPA, and other public documents, as well as marketing and communication materials.	**15%**

Project Experience

"The ESA team has been the "behind-the-scenes" partner of the special unit – and without your help, we'd be nowhere! Thanks to everyone at ESA for their continued help getting all these projects through the process!"

– *Jaymie Brauer*
Planner
County of Kern
P: (661) 862-8629

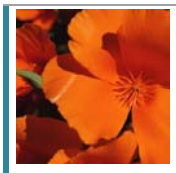
As a selected firm on the City's On-call list, ESA welcomes the opportunity to work on important projects with the City. Our team has worked throughout Riverside County and we highly value that experience and are ready to bring that familiarity to the table for this particular project. ESA has expertise in the analysis of projects and our understanding of CEQA and recent case law, which can have major implications in impact assessment and approach, would be appropriate for the City and this project. Our Project Director and Project Manager have years of experience with a variety of mixed-use residential/commercial development projects and will ensure, as they have done in the preparation of this proposal, that the most qualified and relevant staff will get the job done.

Table C-2 below depicts an assortment of projects that ESA has worked on showcasing our local knowledge of the area and our project understanding and approach based on similar projects.

TABLE C-2: PROJECT EXPERIENCE

ESA's Relevant Experience	
	DR Horton Master Contract, On-call Environmental Services - Temecula. Under ESA's master contract with DR Horton for projects, we prepared environmental documentation and providing planning services for projects primarily in Riverside County. ESA prepared environmental compliance documents, MNDs, and Initial Studies (IS), as well as health risk assessments, air quality and noise technical studies, cultural resource studies, and permit services. Projects include: Winchester Hills Addendum No. 2, Winchester Hills Miyar Attached (TTM 32818) MND, Winchester Hills Youseff (TTM 32817) MND, Winchester Hills Larson Blalock (TTM 32816) MND, Winchester Hills Parcel 39 (TTM 33743) MND, Winchester Hills Lexington Grading Permit EA, and Diamond Brothers Grading Permit EA.
	March Joint Powers Authority, On-call Environmental Services - Riverside County. ESA is working closely with JPA providing strategic guidance and overall environmental compliance management and litigation support. ESA also provides consulting services to support proposed business park, healthcare and aviation activities. In addition to CEQA documentation and peer review, the projects include construction air quality impact analyses, operational air quality impact analyses health risk assessments, cumulative air quality impacts, air quality and dispersion analysis relative to air emissions for airport related activities, and formulating appropriate mitigation measures relative to airport and business park activities. Projects for March JPA to date include: March LifeCare Campus Specific Plan Addendum, U.S. Vets Transitional Facility, AMRO Addendum to the 2004 IS/MND, Project, Sunfield IS/MND, Project Garden IS/MND, and Fresh and Easy Subsequent EIR.
	Fresh and Easy Riverside Distribution Center – March Joint Powers Authority. Fresh & Easy's Riverside distribution and warehouse is located at the March Business Center (now known as Meridian). The Fresh & Easy facility receives, sorts, prepares, re-packages, stores, and distributes food and household products that will serve approximately 550 stores throughout California, Arizona and Nevada. ESA prepared a Subsequent EIR to address an approximate one million square-foot expansion. ESA also prepared technical reports regarding air quality, noise, and greenhouse gases.
	Bella Linda Residential Development - City of Temecula. ESA is preparing an EIR for a residential development in the City of Temecula on a site that is adjacent to Pechanga Parkway and Loma Linda Road. The project includes 325 apartment units and 49 senior family units and would require General Plan and zoning amendments. The most controversial project challenges are considering cultural sensitivity of the site, including addressing concerns of the Pechanga Band of Luiseño Indians, and the addition of project traffic on roadways with limited capacity.

ESA's Relevant Experience



Jefferson Corridor Specific Plan EIR – City of Temecula. ESA is working with the City of Temecula to plan for the Jefferson Corridor area, which is envisioned to become Temecula's "Great Street." Based upon the direction received from the Jefferson Corridor Ad-Hoc Subcommittee and the community's vision for the future, the City is preparing a Specific Plan that will guide the future development and redevelopment of the area by implementing form-based code principles, development standards, and design guidelines. Additionally, the Jefferson Corridor will foster pedestrian activity and capitalize on its proximity to the Murrieta Creek trail and its visual window from Interstate 15. ESA is supporting the City in this effort by providing input on environmental topics to the Specific Plan and will develop the EIR, which will be initiated in the summer of 2013.

Old Town Specific Plan EIR – City of Temecula. ESA prepared the Old Town Specific Plan EIR, which involved incorporation of form-based code principles to more clearly define development regulations, to better facilitate pedestrian friendly development through building placement and streetscapes, and to encourage mixed-use development within the Old Town Temecula area. The Specific Plan Amendment achieved these goals through the development of guidelines for: site planning, streetscapes, parking lots, public art, paving materials, outdoor dining/sidewalk furniture, signs, alleys, and landscaping within the Specific Plan.

Temecula Water Park EIR – City of Temecula. ESA worked with the City of Temecula staff on the Temecula Waterpark Draft EIR. The City proposed to develop a 13,000-square-foot facility on an approximate 15.4-acre site. The project consisted of landscaping; associated signage; a customer parking lot; several water rides; a wave pool; a tot's play area; a lazy river; several water slides; an entry structure; concession stands; gift shop; party room; changing rooms with lockers; restrooms; picnic areas; a service yard, an entry drive off of Ynez Road; and other customer-related amenities.

Santa Margarita Area Annexation EIR – City of Temecula. Due to ESA's high level of responsiveness and success on previous controversial projects, the City requested ESA to take over an existing Draft EIR that was prepared by another consultant and fast track a new notice of preparation and Draft EIR document/process for the proposed annexation of the Santa Margarita area. The project to be evaluated by the Draft EIR specifically included an amendment to the City's General Plan to create land use designations, a change in zoning, a sphere of influence boundary adjustment, and the actual annexation by the City.

Canyon Hills Specific Plan EIR and Subsequent Addenda – City of Lake Elsinore. This project involved preparation of an EIR Addendum for the Canyon Hills Specific Plan Amendment No. 3 to allow for a reconfigured land plan and associated planning areas for 4,265 residential units and associated support commercial, recreational and open space land uses. Located in the City of Lake Elsinore, the Canyon Hills Specific Plan is an award-winning master planned community by Pardee Homes, situated east of Interstate 15, west of Interstate 215 and south of the City of Canyon Lake.

Pechanga Resort and Casino Environmental Review - City of Temecula. On behalf of the Pechanga Band of Luiseño Indians, ESA prepared an environmental study in compliance with the Tribal-State Gaming Compact for the expansion of the Pechanga Resort and Casino. The project is an expansion of the existing 973,000-square-foot Pechanga Resort and Casino, situated in the northeastern portion of the Pechanga Indian Reservation, located within the City of Temecula. The project consists of a proposed 440,134 square-foot expansion of the existing Pechanga Resort and Casino facility and associated structures. Issues evaluated included air quality, noise, traffic, parking, and biological resources.

Europa Village EIR - County of Riverside. ESA prepared an EIR for the proposed Europa Village project which included the construction of three separate wineries representing three different regions from countries in Europe. The project included a French-style country estate winery (C'est la Vie), a Spanish-style winery (Bolero Cellars), and an Italian-style winery (Il Poggio). The project included three wineries, restaurants, retail and an 80-room resort and spa surrounded by vineyards. The project would be constructed on a forty-acre site located in the County of Riverside's wine county. Major issues include compliance with the CV Zoning, sewer availability, and traffic.

SECTION D

Work Approach and Methodology

We have team members who are very familiar with the City's process for conducting environmental review and are excited about the opportunity to work with the City on this project. ESA brings recent and relevant expertise working on mixed-use residential/commercial projects that are similar to this project.

General Approach

ESA has conducted an initial review of the provided project materials and has visited the project site in order to develop a tailored scope of work approach for this project. Our approach is to ensure the proposed project is provided the attention required to implement a successful project, the project is properly vetted through a detailed quality assurance/quality control (QA/QC) process and to maintain the project schedule and budget.

D.1. Project Management

The Management Team is comprised of ESA's overall Project Director, Deanna Hansen, and Project Manager, Danielle Griffith. Additionally, the team is comprised of a cadre of specialists who represent the environmental resource areas that correlate most closely with the key issues required under the proposed project EIR. While Deanna will have overall responsibility for contract management and project oversight, Danielle has proven track record as a project manager, overseeing the technical experts and providing effective structure for enhancing communication and consistency across the technical disciplines. Upon execution of the contract, Danielle will be the initial point of contact for the City. Danielle will delegate the tasks to the most appropriate discipline-specific technical lead and will oversee the completion of tasks and milestones through the life of the project. She will coordinate regular project status meetings with the Technical Team and the City's Project Manager. This is a key component of ESA's management

approach. Teleconferences are typically the most efficient, with face-to-face meetings as required by the pace of project activities.

D.2. QA/QC Procedures

Over the last 44 years, ESA has developed systematic processes for preparing and reviewing technical documents with the specific intent of assuring high-quality work. The objective is to ensure the satisfaction of our clients and to protect ESA's reputation for quality work. ESA maintains strict adherence to a QA/QC methodology for all on-going projects. ESA's *Commitment to Quality*, consists of two main components—the Quality Assurance (or "QA") component, and the Quality Control (or "QC") component. Both parts work in tandem to ensure that any document that is presented for publication is of the highest overall quality possible. ESA's QA/QC Plan consists of four major review elements:

1. Independent Technical Peer Review;
2. Project Manager Assembly and Review of Work Product;
3. Editorial Review of Work Product; and
4. Project Director Review and Approval.

Through implementation of the QA/QC Plan, ESA provides quality work products that are thorough, technically, and procedurally adequate, and easy to understand.

D.3. Budget and Schedule Control

The ESA Team will control the project schedule by first proposing a realistic time frame for each of the proposed tasks. The schedule will reflect a practical sequence and realistic time frames for the activities proposed. Where possible, ESA will schedule activities concurrently to shorten time frames and to allow maximum integration of multi-disciplinary technical tasking and administrative efforts. After the schedule framework has been finalized in cooperation with City Project Management, ESA will adopt the schedule as a "real time" management tool and will use it in conjunction with budget tracking information and quality control auditing to monitor project performance and progress. Measures to restore any slippage to the project schedule may include increasing resource allocation; modifying the scope of work to accelerate project completion without risk to project quality; or reorganizing existing efforts and resources to accommodate short-term project acceleration.

Timely, cost-effective delivery of products and services are key to the successful project and is a priority for our Project Manager. Our in-house

accounting system provides weekly project cost information that is linked to our electronic timesheet and vendor invoice process. As the Project Manager, Danielle will review time billed to tasks on a weekly basis, and adjustments will be made as necessary throughout the life of a given task order to proactively address potential problem areas. ESA will advise the City Project Management team of any "outstanding financial issues" in a timely manner to allow efficient implementation of necessary recovery measures. These measures might include identifying out-of-scope work to allow issuance of a change order or modifications to the scope of work in order to balance cost considerations with other project concerns.

SECTION E

Scope of Work

ESA brings over 44 years of experience and proven expertise in obtaining approvals, permits, and clearance for public agencies and private.

Project Understanding

Golden Eagle Multi-family Properties, LLC (the applicant) is seeking to develop a 27.6-acre site on the north side of Catt Road at the northeast corner of Interstate 15 and Clinton Keith Road in the City. The development includes a plot plan for the development of 195 multi-family dwelling units on two parcels, and 91,457 square feet of commercial/retail uses and two 8,000 square-foot restaurant buildings with related site development improvements on one parcel. The applicant is seeking entitlements for a land use designation change from Commercial Office (CO) to Very High Density Residential (VHDR) on 50 percent of the 27.6 acre site, a zoning designation change from CPS (Scenic Highway Commercial) to R-4 (General Residential), and a tentative parcel map (TPM 36612) to subdivide the 27.6-acre site into three (3) parcels.

To support the consideration of approval of a General Plan Amendment and Rezone, Tentative Parcel Map, and Plot Plan, ESA's scope of work is for the preparation of a project-level EIR to provide environmental clearance under CEQA for the project. Because of our institutional breadth of knowledge of projects with potentially similar key issues (i.e., air quality, traffic impacts and water supply), ESA will be able to assist the City in identifying the project specific issues early in environmental documentation process. This will allow the applicant and the City to facilitate a streamlined project processing experience.

ESA understands that the technical studies to be used to support the EIR are being prepared by the project applicant's representative. ESA has assembled a professional team that has worked on similar projects and can assist the City with navigating through the environmental technical studies to support the mixed-use residential/commercial project that is being proposed for the site, in order to ensure that the CEQA conclusions are based on substantiated information and meet the City's standards of independent review.

The following scope of work is based on our thorough review of the RFP, the draft Initial Study, similar project experience and other researched project information. The scope is based on ESA's tested approach to project management, CEQA analysis, and public outreach.

Task 1: Project Initiation

1.1 Research and Review

ESA will review all relevant documents to establish a firm understanding of the project background. This early review will serve as a proactive opportunity to identify any critical path issues or areas of concern that have not yet been identified. ESA's familiarity with similar projects will enhance our thorough understanding of the potential environmental impacts associated with the development of a mixed-use residential/commercial project. The environmental team will collect existing data and conduct field reconnaissance (for project site familiarity, site photos, and to provide existing conditions support to prepare an IS for the EIR), since it is important that any additional constraints that may exist be identified early. The field reconnaissance will include a review of surrounding land uses and a general assessment of on-site conditions. In addition, a literature review of relevant documents prepared in the surrounding area of the project site will be reviewed. The document review conducted by the ESA team will include, but not be limited to the City General Plan, the plot plan prepared for the project and an initial review of the technical studies prepared to support the proposed project.

From the initial research and review, ESA will draft a preliminary issues memo, summarizing the findings of the site visit and document research and identifying any potential environmental constraints.

1.2 Kick-off Meeting

ESA's Project Director, Deanna Hansen and Project Manager, Danielle Griffith, will attend an initial kick-off meeting with City staff and the applicant team to:

- Obtain any additional relevant plans, technical reports, ordinances, and studies;
- Establish a mutual understanding of the key issues to be addressed in the EIR, as well as to delve into project-related issues;
- Discuss the project description and project objectives;
- Establish team roles and clear lines of communication between the City, ESA, and the applicant and their consultants;
- Identify a project schedule and key milestones, including delivery of and review of technical studies;
- Discuss the schedule for the scoping session, including location, time, documentation, and notification details; and
- Establish procedures for product review, progress reporting, and task completion.

Task 2: Project Description, Notice of Preparation and Initial Study

2.1 Project Description

The project description is a critical part of the EIR, because it is the foundation upon which the entire environmental analysis rests. ESA will prepare a project description to support the Notice of Preparation (NOP) and Initial Study (IS) for inclusion in the EIR. The project description will be presented to the City and applicant team to review at the outset of EIR preparation. The project description will include adequate detail necessary to complete the required analysis, including site remediation details, construction needs, and construction schedule. The project description would be prepared to meet all CEQA requirements.

2.2 Initial Study and Notice of Preparation

ESA will prepare a Draft IS, which will assist in refining the scope of the EIR and ensure that adequate analysis is provided, particularly where topics are proposed to be excluded from further CEQA review. ESA will prepare the NOP and circulate it with the IS. The IS describes the expected environmental factors to be encountered through project implementation. It also briefly describes the analysis to be provided in the EIR and the reasons for determining that certain environmental effects will not be significant.

The NOP will indicate that an EIR is in preparation, and request guidance from agencies and the public regarding the scope and content of the information to be included in the EIR. The NOP will include a brief description of the project and will identify the City's process for completing the EIR. The NOP will also include a notice of the public scoping meeting. The draft NOP will be submitted to the City and applicant for review. Based on team comments, ESA will revise the NOP prior to public review distribution. ESA will also prepare a draft NOP distribution for the City to review and comment. Upon City review and comment, ESA will finalize the NOP and for the City to distribute for public review. ESA will also prepare and submit the Notice of Completion and 15 hardcopies to the City for submittal of the NOP to the Office of Planning and Research State Clearinghouse.

The EIR would be subject to CEQA requirements for a scoping meeting. ESA will prepare notices and conduct a public scoping meeting on the EIR in compliance with CEQA Public Resources Code Section 21083.9. The scoping meeting could occur prior to the end of the 30-day public review period on the NOP. The purpose of the scoping meeting will be to provide the public the opportunity to have input into the proposed content of the EIR and provide a preview of any environmental concerns the public may have. ESA will prepare a PowerPoint presentation for the meeting and will also provide comment cards and a sign-in sheet for the public scoping meeting.

Task 3: Peer Review of Technical Studies

It is ESA's understanding that the technical documentation and supporting information will be prepared by the project applicant's team and provided to ESA's team of technical experts for peer review and use in preparing the EIR. It is our understanding the following reports would be prepared by the applicant's team in support of the environmental document:

- Air Quality/Greenhouse Gas Report (including a Health Risk Assessment [HRA]);
- General Biological Resource Assessment;
- Phase I Cultural Resources Report (including Paleontological records search);
- Preliminary Geotechnical Investigation;
- Phase I Environmental Site Assessment;
- Hydrology Study and Water Quality Management Plan;
- Noise Impact Analysis; and
- Traffic Impact Analysis.

ESA anticipates these reports will be sufficient to address the necessary CEQA topics to be covered.

Upon review, the ESA team will provide an objective technical memorandum for each report that describes a report overview and provides revision requests (if any are needed) and an explanation as to why the requests are necessary. The memo will be concise and identify any critical path items of concern that may have schedule implications. After submittal of the memorandums to the City for review by the applicant, ESA anticipates one conference call that will include our Project Manager and technical reviewers in order resolve any questions or point of clarification. ESA anticipates one final brief review of revised reports to ensure that all issues are resolved, and will provide confirmation to the City when the reports are considered "final." It is these final reports that will be used in the preparation of the EIR.

Upon our review of the Draft IS, ESA feels there are certain environmental factors that will need more thorough analysis before a significance determination can be made. The following text describes our approach to the Administrative Draft EIR.

Task 4: Administrative Draft EIR

ESA will prepare an administrative version of the Draft EIR for the City and, if desired by the City, applicant review. It is anticipated that the Draft EIR will contain the following sections:

Table of Contents will provide a list of the EIR contents, tables, and figures.

Executive Summary will summarize project background, objectives, and project description and alternatives. It will include a precise and informative table summarizing each significant impact, mitigation measures where applicable, and resulting impacts (if any). Any known areas of controversy will be noted, as well as issues to be resolved.

Introduction, describing the project background, the project objectives, the CEQA process, and discuss proposed project approvals.

Environmental Setting, summarizing the area's local and regional setting (in accordance with CEQA Section 15125). The setting will be described based upon the time that the NOP is published.

Project Description, based on the previously reviewed and approved materials prepared in Task 2.1.

Environmental Impact Analysis, setting forth existing relevant environmental information about the project area and adjacent lands and assessment of how construction and operation of the project would affect environmental resources.

The impact analysis portions of the EIR will comply with CEQA Guidelines Section 15126.2 by providing a discussion of criteria for significance determination, clearly identifying direct and indirect, and short- and long-term impacts, cumulative impacts and levels of significance. Mitigation measures necessary to mitigate identified impacts will be presented for each issue area. Each mitigation measure will be characterized as either; (1) proposed as part of the project, through design features; or (2) recommended for implementation. ESA will collaborate with the City and the project applicant to ensure the mitigation measures are adequate, feasible and are designed to reduce potential projects impacts to the greatest extent practicable. Additionally, ESA will include an analysis of the mandatory findings of significance provided in the CEQA Guidelines 15065. Lastly, all policies provided in the City General Plan and any applicable standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects.

The approach to each issue area will follow the issue areas described below:

Aesthetics. ESA will prepare a visual analysis based on the project materials provided by the applicant and our on-site photos. The aesthetic impacts of developing the proposed mixed-use residential/commercial project will be evaluated, including potential loss of views, change of overall visual character, and effects of site lighting on motorists on Interstate 15 as well as local roadways.

Air Quality. The 27.6-acre project site is located within the South Coast Air Basin (Basin) and is under the local jurisdiction of the South Coast Air Quality Management District (SCAQMD). ESA will conduct a review of the proposed project’s air quality technical report to ensure that the analysis has been conducted in accordance with the procedures and methodologies set forth in the SCAQMD's CEQA Air Quality Handbook.

In particular, the review will focus on the quantitative construction and operational emissions calculations for the proposed project to ascertain whether the worst-case emissions have been captured and presented in the analysis. The emissions calculations conducted in the air quality technical report will also be reviewed in detail to ensure that the most up-to-date emission factors and conservative assumptions have been applied to the project.

In addition, given that the project site exceeds five acres, it is anticipated that a localized air quality analysis will also be conducted for the proposed project using air dispersion modeling as recommended by SCAQMD to determine any potential impacts at nearby sensitive receptor locations in the project site proximity. Currently, existing sensitive receptors located in the vicinity of the project site include single-family residential uses located directly to the north, along Depasquale Road, and directly east of the project site boundary. Existing single-family residences are also located approximately 320 feet west of the project site, across Interstate 15. Thus, ESA will review the localized air quality analysis to ensure that the analysis was conducted in accordance to SCAQMD's "Final Localized Significance Threshold Methodology" document.

As the proposed project would include the development of 195 multi-family dwelling units; these future residential uses would also be considered to be sensitive receptors. Given that the project site is located directly adjacent to Interstate 15, and that the California Air Resources Board (CARB) has recommended in its Air Quality and Land Use Handbook: A Community Health Perspective document that new sensitive land uses should avoid being sited within 500 feet of a freeway, the proposed residential uses at the project site could be exposed to increased health risks from toxic air contaminants, in particular diesel particulate matter (DPM), from vehicle traffic on the freeway. Thus, ESA anticipates that the air quality technical report prepared for the project will include a HRA that evaluates the exposure of the future residential uses to DPM concentrations generated from the freeway. ESA will review the HRA analysis for technical accuracy.

Furthermore, as the project site is currently vacant and implementation of the project would result in the development of includes 195 multi-family dwelling units, 91,457 square feet of commercial/retail use, and two 8,000 square-foot restaurant buildings; a substantial increase in vehicle trips to and from the project site would occur over existing conditions. Consequently, it is anticipated that the air quality technical report will also include a localized carbon monoxide (CO) hotspots analysis. ESA will review the CO analysis for technical accuracy.

Finally, where mitigation measures are identified in the technical report, ESA will review the measures to ensure that any potential air quality impact resulting from the proposed project would be minimized. Upon completion of the air quality technical report peer review, ESA will present to the City a technical memorandum that identifies any necessary revision requests. Once the technical report has been finalized to address any necessary revisions, ESA will prepare the air quality EIR chapter.

Biological Resources. Based on an initial review of the draft General Biological Resources Assessment and our understanding of the project area and site conditions, it appears that potential impacts to biological resources would be less than significant, as the project site has been significantly disturbed by past human activities. In order to confirm the determination made in the draft Biological Resources Assessment, the EIR will briefly describe existing biological surroundings based on a general site visit (see Task 1) and a review of biological databases, and then describe the projects compliance with rules and requirements concerning the Migratory Bird Treaty Act and other applicable biological policies.

Cultural and Historic Resources. Based on the applicant provided Cultural Resources Assessment, ESA will review the cultural resource survey report prepared for the project to ensure technical and compliance adequacy for use in supporting the project EIR. Additionally, a paleontological database search will be conducted at the Natural History Museum of Los Angeles to determine whether the project may impact potentially significant paleontological resources. The results of the database search will be used to address impacts to paleontological resources in the EIR. A geoarchaeological review will be conducted to identify the landforms present and to generalize the archaeological sensitivity of the project area. This task includes review of available historic maps and aerial photographs, as well as geotechnical studies of the area. The results of the geoarchaeological review will be used to address the potential for impacts to subsurface archaeological resources in the EIR. The EIR section will document project-related impacts to cultural resources and that presents appropriate mitigation measures under CEQA.

Geology and Soils. Based on the applicant provided Preliminary Geotechnical Investigation prepared for the project, ESA will evaluate the proposed project for geological constraints, and will identify potential impacts. ESA has geotechnical specialists who will ensure compliance with all applicable regulations and policies and develop effective and feasible mitigation measures, if needed. Additionally, policies provided in the City General Plan and applicable standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects.

Greenhouse Gas Emissions. ESA will conduct a peer review of the proposed project's GHG technical report to ensure that all potential impacts associated with the project's generation of GHG emissions during construction and operations have been fully evaluated to address the CEQA checklist questions. ESA will review the GHG emissions calculations for technical adequacy. Since SCAQMD has not adopted a threshold of significance that would be applicable to the proposed project, ESA will also review the adequacy of the impact significance methodology used in the technical report. As the project would introduce 195 multi-family dwelling

units, 91,457 square feet of commercial/retail use, and two 8,000 square-foot restaurant buildings onto a currently vacant 27.6-acre site, the net increase in GHG emissions resulting from the project could potentially be substantial. As such, all design features/mitigation measures that may be recommended in the technical report to reduce the project's GHG emissions will be assessed. Once the GHG technical report has been finalized to address any concerns, ESA will use that report to prepare the GHG EIR section.

Hazards and Hazardous Waste Materials. ESA will review the Phase I Environmental Site Assessment prepared for the project site and evaluate public health and safety impacts that may result from development of the proposed project. The existing regulatory framework for hazardous materials will be described, and mitigation measures will be identified, if necessary, to address impacts of the project that may involve hazardous material issues, including the on-site fueling and servicing of applicant-owned vehicles.

The policies provided in the City General Plan and any standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed if necessary to reduce any significant effects.

Hydrology and Water Quality. ESA will review the hydrology study prepared for the proposed project. Based on drainage information to be provided by the City, ESA will evaluate whether any potentially significant hydrologic impacts might result from the proposed project. This analysis includes the increase of impervious surfaces on the project site and the increased use of vehicles at the site (upon project completion approximately 27.6-acres would be converted from pervious to impervious surfaces). ESA's team of technical experts have experience with analyzing reduced impervious surfaces and altered drainage patterns and will utilize their technical expertise to ensure impacts associated with the project implementation are adequately addressed in the EIR. ESA will evaluate the proposed project for compatibility with current regulatory requirements regarding water quality. Potential sources of non-point stormwater run-off will be identified and mitigation measures provided to reduce potential impacts to receiving waters.

Based on preliminary discussion with the City, ESA assumes a water supply assessment is not required and a water supply assessment or review is not part of this scope of work. Policies provided in the City General Plan, and applicable standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed, if necessary, to reduce any significant effects.

Land Use and Planning. The proposed project will be evaluated for compatibility with adjacent and surrounding land uses, as well as for consistency with local and regional goals and policies. The project applicant is seeking entitlements for a land use designation change from Commercial Office (CO) to Very High Density Residential (VHDR) on 50 percent of the 27.6 acre site, a zoning designation change from CPS (Scenic Highway Commercial) to R-4 (General Residential), and a tentative parcel map (TPM 36612) to subdivide the 27.6-acre site into three (3) parcels.

The policies provided in the City General Plan and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed if necessary to reduce any significant effects.

Noise. Implementation of the proposed project could increase noise levels within the areas surrounding the project site during construction as well as during all aspects of project operations. In addition, potential vibration impacts on the immediate surrounding land uses may occur during project construction from the operation of heavy-duty construction equipment. Currently, the nearest noise-sensitive receptors to the project would be the single-family residential uses located directly north and east of the project site boundary.

As part of the peer review of the noise technical study for the project, ESA will evaluate whether the project's noise and vibration impacts during construction and operations have been analyzed fully, and that appropriate mitigation measures, where necessary, have been recommended to address any potential noise and/or vibration impacts on nearby sensitive receptors. The primary focus of the peer review will be to ensure that the potential impacts resulting from construction and operation of the proposed project have been adequately evaluated in light of the City's applicable noise and vibration standards or policies.

Furthermore, given that new residential uses could potentially be developed along the project site's western boundary adjacent to Interstate 15, the high traffic volumes that travels daily along this freeway could result in adverse noise impacts on the proposed residential uses. As such, it is anticipated that the noise technical report will include adequate mitigation measures to ensure that the proposed residential developments at the project site would not be exposed to community noise levels that exceeds the noise/land use compatibility guidelines established in the County of Riverside General Plan Noise Element, which is used by the City. All noise level calculations presented in the technical study will be reviewed and evaluated for technical adequacy.

Once the noise technical report has been finalized to address any necessary concerns, ESA will use that report to prepare the noise EIR chapter.

Public Services and Facilities. The impact of the proposed project on existing schools, fire and police service, emergency medical services, library services, and solid waste disposal will be described and quantified in terms of increased service demand where service agencies can provide impact generation factors to be applied. To prepare this section, ESA will consult with affected service agencies. ESA will ensure the consultation with the affected service agencies adequately addresses all issues associated with project implementation, including on-site safety concerns and emergency responses. Policies provided in the City General Plan, and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed if needed to reduce any significant effects.

Recreation. ESA will analyze impacts associated with the development of the proposed project on recreational facilities within the project vicinity. Policies provided in the City General Plan and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects.

Transportation and Circulation. Upon completion of peer review of the technical study by ESA's in-house registered traffic engineer, ESA will summarize the findings of Traffic Impact Analysis being prepared by the applicant in support of the EIR. This scope of work assumes that the applicant's Traffic Impact Analysis will not address all CEQA Checklist items (i.e., will analyze only traffic levels of service), and that ESA will be responsible for the evaluation of the non-traffic-related CEQA-required items (i.e., the project's consistency with the Riverside County Transportation Commission Congestion Management Plan, potential increased traffic hazards due to a design feature or incompatible uses, conflicts with plans and programs for alternative transportation, and emergency access to the project site). The EIR will incorporate mitigation measures from the Traffic Impact Analysis, and will include, if needed, additional mitigation measures identified during the peer review and ESA's impact evaluations. In addition, policies provided in the City General Plan and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant impacts.

Utilities and Service Systems. The change in land use from an undeveloped site to a mixed-use residential/commercial facility would change the nature and use of utility and service systems provided to the site. ESA will evaluate potential impacts associated with utilities and service systems (water, sewer, electricity, natural gas, solid waste collection). Service demands, including

the change in water use, resulting from the proposed project implementation will be quantified, and the impact of project development on existing utility systems will be described. In evaluating impacts, ESA will consult with utility providers to determine the capacity of their infrastructure and their ability to provide service. Policies provided in the City General Plan and standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed if needed to reduce any significant effects.

Cumulative Impacts associated with the proposed project development and future development will also be discussed. Policies provided in the City General Plan and other standard City requirements will be evaluated as to their effect of mitigating or avoiding any potentially significant effects. Additional mitigation measures will be proposed where necessary to reduce any significant effects.

Alternatives. At the outset of environmental documentation, ESA will consult with the City and the applicant regarding alternatives for inclusion in the EIR. The final alternatives to be included in the EIR will be identified in consultation with City staff and legal counsel following review of ESA's recommendations. Project alternatives will be prepared pursuant to CEQA Guidelines Section 15126.6, and will include a "No Project" alternative and a range of other alternatives, including building out the site pursuant to its General Plan designation of Commercial Office (CO) and its Zoning designation of Scenic Highway Commercial (CPS). The potential for off-site alternatives will also be reviewed. The rationale for alternatives selection will be based upon the reduction or avoidance of identified significant impacts (e.g., noise, air quality, hazards or traffic impacts). The EIR will discuss the rationale for selecting the alternatives, explain why certain alternatives were dismissed from further study, and will identify the environmentally preferred alternative, if different from the proposed project.

CEQA Mandated Sections. This section will include a discussion of the growth inducing effects associated with the proposed project, cumulative impacts, unavoidable adverse effects, persons and organizations consulted, and a bibliography. Due to the nature of the proposed project and its location in Riverside County, based on our experience, ESA anticipates potential cumulative impacts associated with air quality, greenhouse gas emissions, noise impacts and traffic impacts.

Mitigation Monitoring and Reporting Program. A Mitigation Monitoring and Reporting Program (MMRP) will be prepared for the EIR. Based on the City's preference, the MMRP can also be prepared as part of the Final EIR, which in our experience can be more efficient, as it reflects final mitigation measures that may have changed during the public review process. The

MMRP will contain a compilation of mitigation measures presented in the EIR and will identify responsible parties, timing or phasing, and enforcement parties. This will be presented in a matrix format. ESA will provide the MMRP as a separate chapter or separate "submittal" as directed by the City. The mitigation measures and the MMRP will be fully consistent with City policies and programs, and will meet the requirements of Section 21081.6(a) of the Public Resources Code.

ESA will provide five copies of the Administrative Draft EIR on recycled paper to the Planning Department for review. ESA will also provide an electronic version of the Administrative Draft EIR in both word and PDF version to the City. ESA assumes one set of consolidated comments from both City and applicant will be provided to ESA. ESA will then review all comments and prepare a Screencheck version of the Draft EIR to the City for final comment and approval (total of two separate EIR submittals).

Task 5: Draft EIR

Subsequent to City review of the Screencheck Draft EIR, ESA will prepare a proposed Draft EIR, which incorporates all of the final additions and changes identified by the City. We assume that changes will be minimal due close coordination and consultation with the City. ESA will submit 75 hard copies of the proposed Draft EIR to the City for distribution in both hard copy and PDF format suitable for publishing on the Internet and reproducing onto CD-ROM. ESA assumes the 20 hard copies of the Draft EIR and 20 CD's of the Technical Appendices and Draft EIR, two full copies of the Technical Appendices will also be printed. The City will also receive one master reproducible CD.

In addition to the Draft EIR, ESA will prepare a Notice of Completion (NOC) to be filed with the Office of Planning and Research State Clearinghouse. The NOC will contain the information called for Section 15085 of the CEQA Guidelines.

Task 6: Response to Comments and Findings

Once the mandatory 45-day public circulation period has ended, ESA will meet with the City and the project team to review the comment letters received on the Draft EIR and determines the direction for responses to comments. ESA will then prepare the response to comments document, which will be submitted to the City and the project team for review. ESA will then make any required revisions / additions. Once approved, ESA will deliver the response to comments document to the City for circulation to commenting public agencies prior to the certification of the Final EIR. This

scope of work assumes a total of no more than ten (10) commenting agencies/individuals and/or over 75 comments. Should additional letters be received, an amendment to the cost estimate may be required.

Revisions to the Draft EIR will be made, if necessary, based on public and agency comments and collaboration with City staff. The changes will be identified in a strikeout and underline format in the Final EIR. New analysis is not included in our cost estimate for the Final EIR.

ESA will work closely with the City's legal counsel, and will prepare required CEQA Findings of Fact and a Statement of Overriding Considerations, if required. ESA will print and distribute 50 copies of the Final EIR as directed by City staff.

Task 7: Consolidated Final EIR

As directed by the City Council, ESA will compile the Draft EIR and Response to Comments document along with any revisions made by the City Council into consolidated Final EIR document. ESA will provide 40 hard copies of the consolidated Final EIR, including 25-comb bound and 15 three-hole punched.

Task 8: Meetings and Project Management

8.1 Meetings and Public Hearings

Almost 100 hours has been budgeted for attendance, preparation, and travel to public hearings, meetings and project management, including meetings specifically called out in previous tasks. If additional meetings or additional hours are required, these will be billed on a time-and-materials basis. All public hearings will be attended by Deanna Hansen, Project Director, who will assist in the facilitation of the public meetings and present the EIR and Danielle Griffith, Project Manager.

8.2 Project Management

Danielle Griffith, ESA's Project Manager, will oversee the project through the EIR preparation and certification process. Upon project initiation, she will provide weekly written progress reports and set-up a weekly conference call for team updates. She will also provide a monthly written progress report throughout the process, to maintain the project schedule for the anticipated project completion date. As discussed in Section C, she will assist in the facilitation of all public meetings.

SECTION F
Schedule

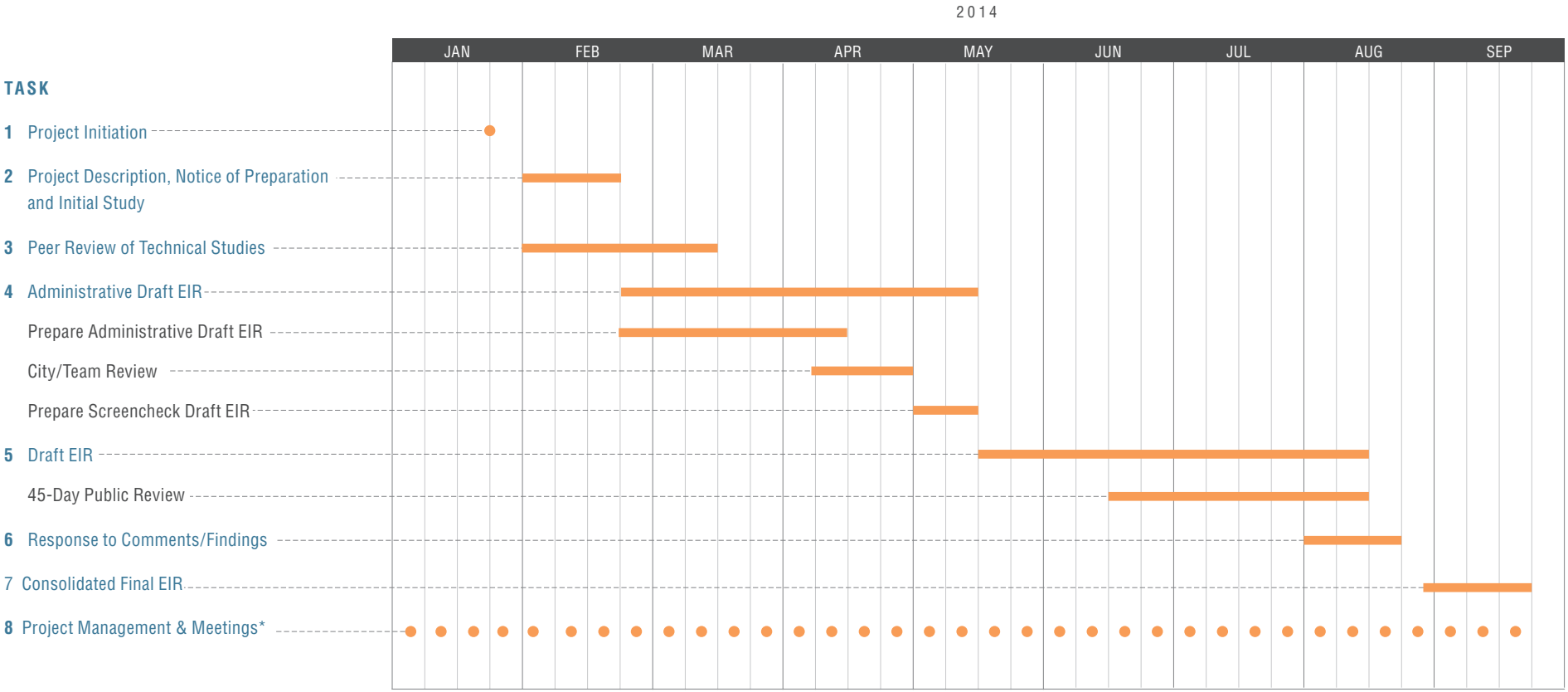
ESA assumes some overlap on tasks for efficiency in completion of project milestones.

Proposed Detailed Work Schedule

We know that timely completion of the EIR for the Westpark Promenade Village project is important to the City. The project description IS, and technical studies should take approximately two months to complete. The total overall proposed schedule for the EIR is nine months; this assumes some overlap on tasks for efficiency. **Table F-1** on the following page shows the proposed work schedule starting at the project kickoff meeting in the middle of January 2014 and ending with EIR Certification in the middle of September 2014.

Figure F-1 Proposed Schedule of Work

Westpark Promenade Village EIR



* This preparation period is dependent on receipt of all applicant-prepared documents and electronic information.

Westpark Promenade Village EIR

Table G-1: ESA Labor Detail and Expense Summary

	Task Number / Description	D. Hansen Dir I	D. Griffith Sr MA II	T. Rimpo, G. Ainsworth, M. Strauss Dir II	M. Burns Dir I	J. Hutchison M. Assoc III	L. Rocha M. Assoc II	D. Pugh M. Assoc I	C. Gispert, S. Assoc III	A. Carlson, T. Wong Sr. Assoc. I	M. Bray Assoc III	D Martinez Assoc I	Subtotal	J. Nielsen Adm/GrphArt	L. Uehara Adm/GrphArt	Clerical	Subtotal	Total Hours	Total Labor Price
	Hourly Billing Rate	$220	$165	$200	$185	$180	$160	$145	$125	$120	$115	$90		$ 100	$100	$70			
Task																			
1	**Project Initiation**																		
	Initial Document Research and Review		8										$ 1,320				$ -	8	$ 1,320
	Kick-off Meeting	8	8										$ 3,080				$ -	16	$ 3,080
2	**Project Description, Notice of Preparation and Initial Study**																		
	Project Description	1	12						32			8	$ 6,920	4	4	2	$ 940	63	$ 7,860
	Initial Study Review, Notice of Preparation and Initial Study	1	16										$ 2,860			8	$ 560	25	$ 3,420
	Scoping Meeting	4	6										$ 1,870		8	2	$ 940	20	$ 2,810
3	**Peer Review of Technical Studies**																		
	Peer Review of Technical Studies	-	8	12	6	6	4		6	6	6		$ 8,710				$ -	54	$ 8,710
	Draft Technical Memorandum	1	16													8			
4	**Administrative Draft EIR**	12																	
	Aesthetics/Light and Glare		4							24		4	$ 3,900		4		$ 400	36	$ 4,300
	Air Quality		4							32			$ 4,500				$ -	36	$ 4,500
	Greenhouse Gases		4	2						16			$ 2,980				$ -	22	$ 2,980
	Cultural and Historic Resources		4	2							20		$ 3,360				$ -	26	$ 3,360
	Biological Resources		4	2				24					$ 4,540				$ -	30	$ 4,540
	Geology and Soils		4		4				24			4	$ 4,760		2		$ 200	38	$ 4,960
	Hazards and Hazardous Materials		4		4				24			4	$ 4,760		2		$ 200	38	$ 4,960
	Hydrology and Water Quality		4				8		24			4	$ 5,300		2		$ 200	42	$ 5,500
	Land Use and Planning		4						24			4	$ 4,020		2		$ 200	34	$ 4,220
	Noise		4	2						24			$ 3,940		2	8	$ 760	40	$ 4,700
	Population and Housing		4						16			8	$ 3,380				$ -	28	$ 3,380
	Public Services and Facilities		4						16			8	$ 3,380		2		$ 200	30	$ 3,580
	Recreation		4						16			4	$ 3,020				$ -	24	$ 3,020
	Transportation and Circulation		4			6						36	$ 4,980		2		$ 200	48	$ 5,180
	Utilities and Service Systems		4						24			8	$ 4,380				$ -	36	$ 4,380
	Alternatives and CEQA-required Sections		12						24			4	$ 5,340		8		$ 800	48	$ 6,140
	Document Preparation	-	12									16	$ 3,420		8	24	$ 2,480	60	$ 5,900
	MMRP		4									16	$ 2,100			4	$ 280	24	$ 2,380
5	**Draft EIR**	16	32						32				$ 12,800		10	16	$ 2,120	106	$ 14,920
6	**Response to Comments/Findings**	8	32						24				$ 10,040		6	8	$ 1,160	78	$ 11,200
7	**Meetings and Project Management**	20	48										$ 12,320				$ -	68	$ 12,320
	Total Hours	71	274	20	14	12	12	24	286	102	26	128		4	62	80		1,078	$ 2,193
	Subtotals - Labor Hours	$ 15,620	$ 45,210	$ 4,000	$ 2,590	$ 2,160	$ 1,920	$ 3,480	$ 35,750	$ 12,240	$ 2,990	$ 11,520	$ 131,980	$ 400	$ 6,200	$ 5,600	$ 11,640		$ 145,813
	Percent of Effort - Labor Hours Only	6.6%	25.4%	1.9%	1.3%	1.1%	1.1%	2.2%	26.5%	9.5%	2.4%	11.9%		0.4%	5.8%	7.4%		100.0%	
	Percent of Effort - Total Project Cost	10.5%	30.4%	2.7%	1.7%	1.5%	1.3%	2.3%	24.0%	8.2%	2.0%	7.7%		0.3%	4.2%	3.8%			98.0%

ESA Labor Costs	**$ 145,813**
3% Communication Fee on Labor Costs	**$ -**
ESA Non-Labor Expenses	
Reimbursable Expenses (printing, mileage, mailing)	$ 3,000
TOTAL PROJECT COST	**$ 148,813**

Appendix A

ESA

DALLAS PUGH

Senior Biologist

Dallas has over 10 years of experience as a technician, conservation worker, and field biologist. This experience includes seven years of experience as a botanist and wildlife biologist for an environmental consulting company. He has expertise in leading, coordinating, and conducting biological surveys for threatened and endangered plant and wildlife species and preparing formal environmental documents in compliance with CEQA, NEPA, the California Coastal Act, California Fish and Game Code, USACE and other relevant legislation.

Education

B.S., Marine Biology (minor in Chemistry), California State University, Long Beach, CA

B.S., Zoology, California State University, Long Beach, CA

7 Years Experience

Professional Memberships

Sea and Sage Audubon Society

Southwest Section Member of the Wildlife Society

Federal 10(a) Recovery Permits

Quino checkerspot butterfly

Certifications

DFW-approved flat-tailed horned lizard handler and monitor, June 2011

DFW-approved Level II Blunt-nosed Leopard Lizard Surveyor, 2009

USFWS CA Fairy Shrimp Identification Certification Certified, 2007

U.S. Department of Commerce, MNFS, Caulerpa taxifolia Identification Certification under the Caulerpa Control Protocol Certified, 2008 by Southwest Section, The Wildlife Society

Special Training

Swainson's Hawk Workshop, Swainson's Hawk Technical Advisory Committee

Relevant Experience

Walker Basin – De Luz and Sandia Vineyards, Riverside County, CA. ***Project Manager/Lead Biologist.*** Coordinated, led and conducted general reconnaissance surveys, vegetation mapping, a jurisdictional delineation of cismontane alkali marsh habitat, rare plant surveys, and oak tree mapping on approximately 140 acres in Western Riverside County. The results of the surveys were incorporated into a Habitat Assessment Report and submitted to the County/RCA in support of a HANS Application and Development Application. The work was conducted in compliance with the Western Riverside County MSHCP.

San Diego River Tributary Canyons Project, Jurisdictional Delineation and CEQA/City of San Diego Biological Impact Analysis, San Diego County, CA. ***Lead Biologist.*** Conducted the jurisdictional delineation of a large ephemeral stream under multiple jurisdictions (USACE, CDFW, RWQCB and City of San Diego) associated with the development of a multi-use recreational trail in the community of Serra Mesa. Dallas also produced the Biological Survey Report according to the City of San Diego's standards and analyzed impacts to biological resources in the MND.

Otay Water District, Maintenance and Management of San Miguel Habitat Management Area, San Diego County, CA. ***Biologist.*** Dallas conducted rare plant surveys and assisted with Quino checkerspot butterfly surveys. The project required professional environmental consulting services for the San Miguel Habitat Management Area (HMA) and associated mitigation projects. The project consisted of biological maintenance, monitoring, and reporting activities for the 230-acre HMA; the 30-inch recycled water pipeline; 450-1 reservoir and 680-1 pump station restoration projects; the 640-1 & 640-2 reservoirs revegetation and monitoring project; and the 850-4 reservoir Munz's sage restoration project.

Topock Compressor Station Remediation CEQA Services, San Bernardino County and Arizona. ***Lead Biologist.*** Dallas prepared the CEQA analyses and environmental documents for both the freshwater investigation and soils remediation activities. Biological issues included desert tortoise, Yuma clapper rail, southwestern willow flycatcher, jurisdictional resources, and sensitive

Relevant Experience (Continued)

vegetation communities along the Colorado River and Havasu National Wildlife Refuge.

Southern California Edison, Tehachapi Renewable Transmission Project, Los Angeles and Kern Counties, CA. *Lead Biologist.* Dallas conducted rare plant and burrowing owl focused surveys along the numerous segments of the Tehachapi Renewable Transmission Project alignment, including segments 4, 5, 6, 7, 8, 10 and Telecom10. The team provided all biological survey and compliance services to support the preconstruction and construction phases of the approximately 175-mile long transmission line. Specifically, the wetland delineation and permitting services, conducting focused surveys for special-status species, preparing habitat restoration plans (including seed collection and propagation and weed control plans), preparing notice to proceed reports for submittal to the CPUC, preparing a worker's environmental awareness program, conducting preconstruction biological surveys, providing biological monitoring during construction, and preparing various other environmental documentation to support the compliance program.

San Diego Gas and Electric, Manzanita Wind Interconnect Project (TL 6931), San Diego County, CA. *Staff Biologist.* Dallas assisted in the coordination and execution of the jurisdictional delineation along the entire 5-mile alignment. He also conducted the rare plant surveys within the proposed staging areas and coordinated and led the USFWS protocol Quino checkerspot butterfly surveys within all project components.

San Diego Gas & Electric, Sunrise Powerlink Oak Tree Mapping, San Diego County, CA. *Lead Biologist.* Dallas coordinated, led and assisted in identifying and mapping oak trees on the Lightner Property for the Sunrise Powerlink project. Mapping of 5,000 oak trees along portions of the Sunrise Powerlink alignment were conducted.

San Diego Gas & Electric, Transmission Line 678 Biological Monitoring, San Diego, CA. *Biologist.* Dallas performed construction monitoring throughout the span of the project. Biologists conducted preconstruction analysis and prepared a verification study for the proposed transmission project. The project also required performing construction monitoring and postconstruction reporting.

San Diego Gas & Electric, Transmission Line 13821 Reconductor Monitoring and Preliminary Biological Constraints Surveys, San Diego County, CA. *Lead Biologist.* Dallas monitored seismic refraction tests and borings along the transmission line proposed for wood-to-steel pole replacement to ensure there were no impacts to sensitive biological resources. The project required biological monitoring under our on-call contract with SDG&E for reconductor projects. Also coordinated and conducted the biological constraints analyses along the entire alignment and coordinated with SDG&E biologists to produce appropriate environmental documentation to comply with the National Community Conservation Planning.

Special Training

Flat-tailed horned lizard monitoring, tracking and handling workshop. El Centro, CA hosted by the Denver Zoo. May 2011.

Basic Wetland Delineation Workshop. Wetland Training Institute. July 2011.

Rare Pond Species Workshop and Survey Techniques. California red-legged frog, California tiger salamander, and western pond turtle. Laguna Foundation and The Wildlife Project, March 27-28, 2010

Blunt-nosed Leopard Lizard Identification Workshop, California State University, Bakersfield, hosted by San Joaquin Valley Chapter, The Wildlife Society, 2009

San Diego County Sensitive Butterfly Workshop: Instructors, David Faulkner and Michael Klein, 2008

California Anostraca and Notostraca (Fairy Shrimp) Identification Class: Instructor, Mary Belk, 2007

Desert Tortoise Surveying, Monitoring, and Handling Techniques Workshop, Desert Tortoise Council, 2006

Introduction to Birding Workshop: Instructor, Sylvia Gallagher, Sea and Sage Audubon Society, 2006

EXHIBIT "B"

COMPENSATION

Westpark Promenade Village EIR

Table G-1: ESA Labor Detail and Expense Summary

	Task Number / Description	D. Hansen Dir I	D. Griffith Sr MA II	T. Rimpo, G. Ainsworth, M. Strauss Dir II	M. Burns Dir I	J. Hutchison M. Assoc III	L. Rocha M. Assoc II	D. Pugh M. Assoc I	C. Gispert, S. Assoc III	A. Carlson, T. Wong Sr. Assoc. I	M. Bray Assoc III	D Martinez Assoc I	Subtotal	J. Nielsen Adm/GrphArt	L. Uehara Adm/GrphArt	Clerical	Subtotal	Total Hours	Total Labor Price
	Hourly Billing Rate	$220	$165	$200	$185	$180	$160	$145	$125	$120	$115	$90		$ 100	$100	$70			
Task																			
1	**Project Initiation**																		
	Initial Document Research and Review		8										$ 1,320				$ -	8	$ 1,320
	Kick-off Meeting	8	8										$ 3,080				$ -	16	$ 3,080
2	**Project Description, Notice of Preparation and Initial Study**																		
	Project Description	1	12						32			8	$ 6,920	4	4	2	$ 940	63	$ 7,860
	Initial Study Review, Notice of Preparation and Initial Study	1	16										$ 2,860			8	$ 560	25	$ 3,420
	Scoping Meeting	4	6										$ 1,870		8	2	$ 940	20	$ 2,810
3	**Peer Review of Technical Studies**																		
	Peer Review of Technical Studies	-	8	12	6	6	4		6	6	6		$ 8,710				$ -	54	$ 8,710
	Draft Technical Memorandum	1	16													8			
4	**Administrative Draft EIR**	12																	
	Aesthetics/Light and Glare		4							24		4	$ 3,900		4		$ 400	36	$ 4,300
	Air Quality		4							32			$ 4,500				$ -	36	$ 4,500
	Greenhouse Gases		4	2						16			$ 2,980				$ -	22	$ 2,980
	Cultural and Historic Resources		4	2							20		$ 3,360				$ -	26	$ 3,360
	Biological Resources		4	2				24					$ 4,540				$ -	30	$ 4,540
	Geology and Soils		4		4				24			4	$ 4,760		2		$ 200	38	$ 4,960
	Hazards and Hazardous Materials		4		4				24			4	$ 4,760		2		$ 200	38	$ 4,960
	Hydrology and Water Quality		4				8		24			4	$ 5,300		2		$ 200	42	$ 5,500
	Land Use and Planning		4						24			4	$ 4,020		2		$ 200	34	$ 4,220
	Noise		4	2						24			$ 3,940		2	8	$ 760	40	$ 4,700
	Population and Housing		4						16			8	$ 3,380				$ -	28	$ 3,380
	Public Services and Facilities		4						16			8	$ 3,380		2		$ 200	30	$ 3,580
	Recreation		4						16			4	$ 3,020				$ -	24	$ 3,020
	Transportation and Circulation		4			6						36	$ 4,980		2		$ 200	48	$ 5,180
	Utilities and Service Systems		4						24			8	$ 4,380				$ -	36	$ 4,380
	Alternatives and CEQA-required Sections		12						24			4	$ 5,340		8		$ 800	48	$ 6,140
	Document Preparation	-	12									16	$ 3,420		8	24	$ 2,480	60	$ 5,900
	MMRP		4									16	$ 2,100			4	$ 280	24	$ 2,380
5	**Draft EIR**	16	32						32				$ 12,800		10	16	$ 2,120	106	$ 14,920
6	**Response to Comments/Findings**	8	32						24				$ 10,040		6	8	$ 1,160	78	$ 11,200
7	**Meetings and Project Management**	20	48										$ 12,320				$ -	68	$ 12,320
	Total Hours	71	274	20	14	12	12	24	286	102	26	128		4	62	80		1,078	$ 2,193
	Subtotals - Labor Hours	$ 15,620	$ 45,210	$ 4,000	$ 2,590	$ 2,160	$ 1,920	$ 3,480	$ 35,750	$ 12,240	$ 2,990	$ 11,520	$ 131,980	$ 400	$ 6,200	$ 5,600	$ 11,640		$ 145,813
	Percent of Effort - Labor Hours Only	6.6%	25.4%	1.9%	1.3%	1.1%	1.1%	2.2%	26.5%	9.5%	2.4%	11.9%		0.4%	5.8%	7.4%		100.0%	
	Percent of Effort - Total Project Cost	10.5%	30.4%	2.7%	1.7%	1.5%	1.3%	2.3%	24.0%	8.2%	2.0%	7.7%		0.3%	4.2%	3.8%			98.0%

ESA Labor Costs	**$ 145,813**
3% Communication Fee on Labor Costs	**$ -**
ESA Non-Labor Expenses	
Reimbursable Expenses (printing, mileage, mailing)	$ 3,000
TOTAL PROJECT COST	**$ 148,813**

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Service Provider shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Service Provider and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Service Provider's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Service Provider shall maintain limits of insurance no less than:

(1) Commercial General Liability. $1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than $1,000,000 per occurrence.

(4) Professional Liability. $1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Service Provider’s insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider’s insurance.

(3) Service Provider’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

C. Other Requirements. Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

ATTACHMENT B

City's Request for Proposals for Consultant Services

Request for Proposals

City of Wildomar Westpark Promenade Village Project
Environmental Impact Report

Proposal Due by Tuesday, September 10th, 2013 at 4:00 pm PST

City of Wildomar
Planning Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
(951) 677-7751
www.cityofwildomar.org

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I. Introduction

The City of Wildomar invites proposals from qualified firms to complete preparation and processing of an Environmental Impact Report (EIR) for the *Westpark Promenade Village* Project (project). The EIR will be required to analyze the proposed project that consists of the following entitlements: General Plan Amendment and Rezone, Tentative Parcel Map, and Plot Plan. This EIR will be utilized to satisfy the requirements of the City of Wildomar.

The proposed project includes a 27.6 acre site on the north side of Catt Road in Wildomar at the northeast corner of Interstate 15 and Clinton Keith Road. The development includes 322 multi-family condominiums within 42 buildings on three parcels, a 4-story 70,000 square-foot office building, and two 8,000 square-foot restaurant buildings with related site development improvements (i.e., parking, landscaping, etc.). The project applicant is seeking entitlements for a land use designation change from Commercial Office (CO) to Mixed Use Policy Area (MUPA) for the entire 27.6 acre site, a zoning designation change for a portion of the project site from CPS (Scenic Highway Commercial) to R-4 (Planned Residential), a tentative parcel map to subdivide the 27.6 acre site into four (4) parcels, and a plot plan to develop the site.

Proposals must demonstrate relevant expertise and experience in the field of environmental analysis and have an understanding of city policy provisions. The City is seeking a consultant team under one (1) primary consultant.

II. Scope of Work

A. Introduction

The City has determined that there is substantial evidence that aspects of the project, either on its own or cumulatively, may cause a significant effect on the environment and therefore, the requirement to prepare an EIR. The EIR shall focus on those effect determined to be significant, identify the effect determined not to be significant, and explain the reasons for determining that potentially significant effects would not be significant.

Major tasks to be completed include:

1. Prepare a Notice of Preparation for the project.
2. Review the content of the applicant's project description and peer review the applicant-sponsored technical documents.
3. Prepare technical studies including, but not limited to: air quality analysis, greenhouse gas emissions analysis, noise analysis, traffic analysis.
4. Identify and prepare any additional technical information, if needed, to prepare the environmental document.
5. Participate in meetings with city technical staff and agencies and the applicant, as appropriate, including a public scoping meeting to be conducted soon after the award of the contract.

B. Preparation of Environmental Documentation

The consultant will complete the EIR.

1. Content of the Draft EIR – The EIR shall be prepared pursuant to the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21000 et seq., CEQA Guidelines, Title 14, California Code of Regulations 15000 et seq.

   The document shall include the required elements of an EIR; however, the consultant will be expected to ensure that each required topic is adequately documented including:

   a) Table of Contents
   b) Summary of impacts, mitigation measures and finding in table and text formats
   c) Project Description
   d) Environmental Setting
   e) Discussion of Environmental Impacts (direct and indirect, short and long term, singular and cumulative) formatted as follows:
      i. Setting
      ii. Impacts (include conclusive disposition of impact)
      iii. Mitigation Measures
   f) Discussion of Significant Environmental Effects of the Proposed Project
      i. Significant Environmental Effects Which Cannot Be Avoided
      ii. Significant Irreversible Environmental Changes
      iii. Growth Inducing Impacts
   g) Discussion of Mitigation Measures Proposed to Minimize Significant Impacts
   h) Discussion of Alternatives to the Proposed Project
   i) Effects Not Found to be Significant
   j) Intended Uses of Document
   k) Pertinent Laws, Ordinances and Regulations
   l) Organizations and Person contacted/Bibliography
   m) Discussion of cumulative Impacts
   n) Appendices.

   The consultant shall demonstrate to the City that they possess expertise in administering CEQA and that they have a strong working knowledge of planning regulations and the application of the planning process at the local level. The EIR shall reflect a complete understanding of the local entitlement process. The EIR shall also include a thorough analysis of the regulatory environment, including identification of the Wildomar Municipal Code, wherein existing regulations mitigate impacts.

2. Administrative DEIR – An Administrative Draft EIR (ADEIR) shall be submitted to the City. The ADEIR will be reviewed by the city and by the City Attorney. The Consultant should plan on a minimum of two (2) rounds of review. Post-ADEIR submission meetings and/or conference calls may be held to discuss the draft and any required modifications.

3. Screencheck Draft – A screencheck Draft EIR shall be submitted to City staff for review. Modifications shall be incorporated prior to submittal of a Public Review Draft.

4. DRAFT EIR – The consultant shall prepare a Draft EIR (DEIR) that addresses comments provided by staff during the screencheck and administrative draft review processes. An electronic version of the EIR suitable for posting on the City's website shall be provided, including all appendices. The consultant will be responsible for drafting the filing of the Notice of Completion, along with providing the necessary copies of the EIR to the State Clearinghouse. The City will provide Notice of Availability and Public Hearing Notices and deliver the document to the library and post at City Hall. The City will also distribute the document pursuant to the Agency List developed for the NOP.

5. Response to Comments/Preparation of Admin Final EIR – The consultant shall prepare Responses to Comments and the Administrative Final EIR.

6. Preparation of Final EIR – The consultant shall prepare the Administrative Final EIR (AFEIR) for review by the City and City Attorney's office. The Consultant should anticipate two (2) rounds of Final EIR review. The FEIR is to be a self-contained, stand-alone document in which responses to comments are both attached as an appendix to, and reflected in, the text and diagrams of the EIR, where appropriate. A mitigation monitoring and reporting plan shall be included as an appendix. The FEIR will be distributed by the City. Public Notice and hearing responsibilities will be provided by the City.

7. Progress Meetings – In addition to meeting referenced previously, the consultant shall be available to attend two (2) additional project status meetings, if necessary.

8. Public Meetings – Members of the consultant team may be required to attend up to four (4) public hearings. The consultant should also provide the cost for additional meetings, should they be necessary.

9. Documents – For all hard copies of the documents (printed and bound) the following shall be provided:
   - Administrative draft documents: *5 hard copies (for internal staff review)*;
   - Draft EIR Agency for Distribution: State Clearinghouse CD submittal

- Draft EIR (Public Review Period):
  - *20 hard copies (20 comb-bound)*
  - *20 CDs containing technical appendices and PDF version of the Draft EIR.*
  - *2 full copies of the technical appendices printed*
- Final documents: 40 hard copies (*25 comb-bound; 15 three-hole punched*).

All hard copies are to be printed double-sided.

10. Responsibilities of the City
    a) Prepare, publish, and mail all notices of public hearings, including distribution of the Notice of Preparation to the Office of Planning and Research.
    b) Prepare mailing list of property owners, residents, and stakeholders.
    c) Post documents in the City and at City Hall.
    d) Schedule meetings.
    e) Review of all documents.

11. Schedule
    A. <u>Consultant Selection and Project Schedule</u>
    - Proposal Due: Tuesday, September 10, 2013 (4 pm)
    - Consultant Interviews: If Needed Week of September 16 ~ 20
    - Award of Contract by Council: October 9, 2013 (tentative date)
    - Tentative Project Start Date: October 16, 2013 (pending singed contract/insurance papers)

C. <u>Deadline for RFP Response</u>

The response to the Request for Proposal is to be received by the Planning Department by **4:00 pm on Tuesday, September 10, 2013**. Responses received after the specified time and date may not be considered. Respond to:

City of Wildomar
Planning Department
Attn: Mark Teague, AICP, Planning Manager
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

On the envelope/package, please clearly label "**Proposal for the Westpark Promenade Project EIR**." Hand-carried proposals will be accepted before the response due date/time at the above address during normal business hours, Monday through Thursday (8 – 5 pm). Faxed or emailed proposals will <u>not</u> be accepted.

III. Proposal Content

Consultants shall submit three (3) copies plus one (1) signed copy for a total of four (4) copies to Mark Teague, AICP, Planning Manager at the City of Wildomar Planning Department, 23873 Clinton Keith Road, Suite #201, Wildomar, CA 92595, **no later than Tuesday, September 10, 2013 at 4:00 pm.** Postmarks and facsimiles will not be accepted.

A. Introductory Letter

An introductory letter must be provided which identifies name, address, and telephone number of the principal person representing the prospective consultants. The person authorized to execute the contract shall sign this letter.

B. Description of Organization

A short description of the primary firm and services shall be provided, as well as any subcontractors, office locations, and a list of staff members who will work on the project.

C. Qualification and Project Team

The prospective consultant must demonstrate the experience, qualifications and resources necessary to perform the contract.

1. Overview the project team structure, including prime consultant staff and subconsultants.
2. Summarize the relevant qualifications and experience of the lead consulting firm in performing work of a similar nature and scope to the project.
3. Summarize the relevant qualifications and experience of all subconsulting firms in performing work of a similar nature and scope to their portion of the project.
4. Summarize the relevant qualifications and experience of, and provide resumes for, each team member. For each of the lead consultant staff, identify the percentage of time commitment for the project. The consultant selected for the project will be required by contract to commit these personnel through the life of the project, although the City will retain the right to request a staff change.
5. Clearly identify:
   a. The project manager who will supervise the project on a day-to-day basis;
   b. The person(s) who will attend and facilitate public meetings and make presentations; and
   c. Key personnel for subconsultants and major tasks.

D. Work Approach and Methodology

Provide a brief statement/summary expressing the firm's general approach to and understanding of the methodology proposed for fulfilling project requirements.

E. Scope of Work

Provide your firm's responses to the scope of work. This section must be detailed enough for City selection staff to evaluate your methodology and ability to perform the work requested. The proposed work program and the project schedule is to be provided. Potential strategies for addressing issues in the EIR shall be provided.

F. Schedule

The perspective consultant shall submit a detailed schedule. It should include all elements of the scope of work program and meeting milestones. Time frames should be stated in terms of the number of calendar days or weeks required to complete the specified tasks. The schedule should include a project start-up meeting to initiate the project. The schedule shall be as aggressive as reasonable and possible and assume an immediate start date. Provide at least three (3) weeks for review of administrative draft documents by City staff and include time for meetings with City staff to discuss changes to draft documents.

G. Cost Estimate

Proposals shall include the following:

1. A not-to-exceed (NTE) maximum amount for each of the major tasks, including the response to public comments received as a result of the environmental document's circulation.
2. A detailed itemization demonstrating how the estimate was determined, including all anticipated tasks, time requirements, hourly rates, and rates for direct costs items, such as photocopying, printing, and travel expenses.
3. Assumptions for numbers of copies of documents and numbers of meetings by type (e.g. public workshop, staff meeting). Provide time and material estimates for additional items (copies, meetings) that might be requested.
4. Indirect costs or overhead should only cover those expenses that cannot be credited to any single project and should be factored in as a fixed percentage of personnel costs.

The only exception to the "not to exceed" cost shall be the response to public comments received as a result of the environmental document's circulation. If the City receives excessive comments on the draft document, then the costs will be determined on a "negotiated basis" when the draft document and comments on the project become available. Excessive comments are generally considered to be more than ten (10) commenting agencies/individuals and/or over 75 comments that require answers other than "comment noted." The proposal must provide that prior to exceeding the approved budget, the consultant shall seek and obtain written approval from the City ***before*** such costs are incurred. Failure to get prior written approval may result in such costs being disallowed.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.10
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Second Reading - Ordinance Nos. 84, 85, 87, 88, & 89; 2013-2021 Housing Element Update

STAFF REPORT

RECOMMENDATION:
The Planning Commission recommends that the City Council adopt the following Ordinances entitled:

ORDINANCE NO. 84
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-06 TO AMEND TITLE 17 OF THE ZONING ORDINANCE TO ADOPT A MIXED USE OVERLAY ZONE TO COMPLY WITH IMPLEMENTATION OF THE 2013-2021 HOUSING ELEMENT PROGRAMS

ORDINANCE NO. 85
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 13-02 FOR THE ADOPTION OF AN IMPLEMENTING MIXED USE (MU) OVERLAY ZONE DISTRICT FOR 20 PARCELS WITH THE EXISTING LAND USE DESIGNATION OF MIXED USE PLANNING AREA (MUPA) FOR APN'S: 376-190-001; 380-160-005; 380-160-009; 376-410-021; 380-160-006; 380-160-004; 376-410-017; 362-250-001; 376-190-002; 380-160-007; 376-180-006; 367-050-068; 380-160-003; 367-180-015; 367-180-043; 376-410-016; 362-250-029; 380-160-008; 367-050-064; 376-410-015

ORDINANCE NO. 87
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-03 TO AMEND CHAPTER 17 OF THE WILDOMAR MUNICIPAL CODE TO IMPLEMENT THE 2013-2021 WILDOMAR HOUSING ELEMENT BY ADDING SINGLE ROOM OCCUPANCIES, FARMWORKER HOUSING, TRANSITIONAL HOUSING, SUPPORTIVE HOUSING, SECONDARY DWELLING

UNITS, AND STATE-LICENSED RESIDENTIAL CARE FACILITIES TO THE LISTS OF PERMITTED USES IN CERTAIN ZONES

ORDINANCE NO. 88

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-04 TO AMEND TITLE 17 OF THE ZONING ORDINANCE TO ADOPT A DENSITY BONUS ORDINANCE TO COMPLY WITH STATE LAW AND IMPLEMENT THE 2013-2021 HOUSING ELEMENT PROGRAMS

ORDINANCE NO. 89

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-05 TO AMEND TITLE 17 OF THE ZONING ORDINANCE TO ADOPT A REASONABLE ACCOMMODATIONS ORDINANCE TO IMPLEMENT THE 2013-2021 HOUSING ELEMENT PROGRAMS

DISCUSSION:

The City Council approved the first reading of Ordinance Nos. 84, 85, 87, 88, & 89 at the December 11, 2013, regular meeting. At this time it would be appropriate for the City Council to adopt Ordinance Nos. 84, 85, 87, 88, & 89.

FISCAL IMPACT:

None.

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

A. Ordinance No. 84
B. Ordinance No. 85
C. Ordinance No. 87
D. Ordinance No. 88
E. Ordinance No. 89

ATTACHMENT A

Ordinance No. 84
(Zoning Ordinance Amendment No. 13-06)

ORDINANCE NO. 84

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-06 TO AMEND AMENDING CHAPTER 17 OF THE WILDOMAR MUNICIPAL CODE TO IMPLEMENT THE 2013-2021 WILDOMAR HOUSING ELEMENT BY ADDING CHAPTER 17.305 (MIXED USE OVERLAY DISTRICT) TO TITLE 17 (ZONING)

WHEREAS, on December 11, 2013, the City Council adopted and approved the 2013-2021 Housing Element for the City of Wildomar ("Housing Element") and certified the EIR prepared for the Housing Element; and,

WHEREAS, the Housing Element calls for certain amendments to be made to the City's Zoning Ordinance to implement the programs and policies contained in the Housing Element; and,

WHEREAS, this Ordinance amends the Zoning Ordinance to implement the Housing Element; and,

WHEREAS, the Planning Commission held a duly noticed public hearing on this Ordinance at its November 20, 2013 meeting and voted to recommend the City Council adopt this Ordinance; and,

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance at its December 11, 2013 meeting; and,

WHEREAS, the adoption of this Ordinance is covered by the EIR prepared for the Housing Element and certified by the City Council on December 11, 2013, because this Ordinance implements the programs and policies contained in the Housing Element.

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN AS FOLLOWS:

SECTION 1. <u>CEQA</u>:

The approval of Zoning Ordinance Amendment No. 13-06 in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on December 11, 2013, at a duly noticed public hearing, the City Council approved and certified the Environmental Impact Report (SCH# 2013051001) reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the project. The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, Planning Department, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595.

SECTION 2. <u>AMENDMENT TO THE ZONING ORDINANCE</u>

A new Chapter 17.305 is hereby added to the Wildomar Municipal Code (TITLE 17 – Zoning) to read as follows:

"17.305 Mixed Use Overlay District
17.305.010 Purpose.
17.305.020 Application for Mixed Use Development
17.305.030 Development Standards

Sec. 17.305.010 Purpose.

This chapter provides a procedure to implement the Mixed Use Planning Area (MUPA) land use designation of the City of Wildomar General Plan. The intent of the Mixed Use Overlay District is to allow and encourage commercial and professional office uses to be located with multi-family residential development ("Mixed Use Development"). The residential component of a Mixed Use Development must be at a density of at least 30 units per acre consistent with the MUPA General Plan land use designation provisions.

Sec. 17.305.020 Application for Mixed Use Development.

A. An application for a Mixed Use Development on property within the Mixed Use Overlay Zone under this chapter may be made by any property owner or their representative in a format established by the City.

B. A Mixed Use Development project under this chapter requires the processing and approval of a Plot Plan consistent with the procedures and requirements of Chapter 17.216 of the Zoning Ordinance.

Sec. 17.305.030 Development Standards.

A. A Mixed Use Development must devote at least thirty (30) percent, but not more than 50%, of the property for development of multi-family residential uses.

B. A Mixed Use Development must have a minimum density of at least 30 dwelling units per acre as required in the MUPA land use designation of the General Plan.

C. The multi-family residential component of a Mixed Use Development shall adhere to the development standards stated in Chapter 17.60 (Planned Residential Zone) of the Zoning Ordinance.

D. The commercial retail and/or professional office component of a Mixed Use Development shall adhere to the allowed uses and development standards stated in Chapter 17.72 (C-1/C-P General Commercial Zone) of the Zoning Ordinance.

E. Notwithstanding paragraphs B and C of this section, the development standards stated in Chapters 17.60 (Planned Residential Zone) and 17.72 (C-1/C-P General Commercial Zone) of the Zoning Ordinance may waived or modified as part of the Plot Plan process if it is determined that the standard is inappropriate for the proposed use, and that a waiver or modification of the standard will not be contrary to the public health and safety."

F. If any use proposed as part of a Mixed Use Development requires an application other than a Plot Plan, then said use shall be processed in accordance with requirements of Chapters 17.60 (Planned Residential Zone) and 17.72 (C-1/C-P General Commercial Zone) of the Zoning Ordinance.

SECTION 3. **SEVERABILITY.**

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 5. PUBLICATION.

The city clerk is directed to certify the adoption of this ordinance and cause it to be published in the manner required by law.

SECTION 6. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this 22nd day of January, 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

ATTACHMENT B

Ordinance No. 85
(Change of Zone No. 13-02)

ORDINANCE NO. 85

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 13-02 FOR THE ADOPTION OF AN IMPLEMENTING MIXED USE (MU) OVERLAY ZONE FOR 20 PARCELS WITH THE EXISTING LAND USE DESIGNATION OF MIXED USE PLANNING AREA (MUPA) FOR APN'S: 376-190-001; 380-160-005; 380-160-009; 376-410-021; 380-160-006; 380-160-004; 376-410-017; 362-250-001; 376-190-002; 380-160-007; 376-180-006; 367-050-068; 380-160-003; 367-180-015; 367-180-043; 376-410-016; 362-250-029; 380-160-008; 367-050-064; 376-410-015

WHEREAS, on December 11, 2013, the City Council adopted and approved the 2013-2021 Housing Element for the City of Wildomar ("Housing Element") and certified the EIR prepared for the Housing Element; and

WHEREAS, the Housing Element calls for certain amendments to be made to the City's Zoning Ordinance to implement the programs and policies contained in the Housing Element; and

WHEREAS, this Ordinance amends the Zoning Map to implement the Housing Element; and

WHEREAS, the Planning Commission held a duly noticed public hearing on this Ordinance at its November 20, 2013 meeting and voted to recommend the City Council adopt this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance at its December 11, 2013 meeting; and

WHEREAS, the adoption of this Ordinance is covered by the EIR prepared for the Housing Element and certified by the City Council on December 11, 2013, because this Ordinance implements the programs and policies contained in the Housing Element.

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN AS FOLLOWS:

SECTION 1. <u>CEQA.</u>

The approval of Change of Zone No. 13-02 is in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on December 11, 2013, at a duly noticed public hearing, the City Council approved and certified an Environmental Impact Report reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the project. The documents comprising the City's environmental review for the project are on file and available for

public review at Wildomar City Hall, Planning Department, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595.

SECTION 2. <u>CHANGE OF ZONE FINDINGS.</u>

In accordance with the State of California, Government Code Section 65853 – 65857 and Section 17.280 of the Wildomar Zoning Ordinance, the City Council, upon recommendation of the Planning Commission, makes the following finding for the proposed Change of Zone No. 13-02.

A. The proposed change of zone is in conformance with the adopted General Plan for the City of Wildomar.

The adoption of an implementing Mixed Use (MU) overlay zone district for 20 parcels with an existing land use designation of Mixed Use Planning Area (MUPA) for properties (known as APN's: 376-190-001; 380-160-005; 380-160-009; 376-410-021; 380-160-006; 380-160-004; 376-410-017; 362-250-001; 376-190-002; 380-160-007; 376-180-006; 367-050-068; 380-160-003; 367-180-015; 367-180-043; 376-410-016; 362-250-029; 380-160-008; 367-050-064; 376-410-015) is consistent with the General Plan in that the overlay zone is provided for in the land use element, and implements the policies and programs of the 2013-2021 Housing Element Update project. Further, the overlay zone will establish a minimum density of 30 units per acre and a minimum development area of 30% for each parcel to accommodate multi-family development in accordance with state law and the 2013-2021 Housing Element Update project. The overlay zone district for each parcel will also, in accordance with the General Plan, allow each property owner the ability to develop the property under the MU overlay zone regulations or the underlying zoning as outlined on the City's adopted General Plan.

SECTION 3: <u>AMENDMENT TO ZONING MAP</u>

The City Council, based on the findings above, hereby amends the Zoning Map to establish a mixed overlay zone for 20 parcels with an existing General Plan land use designation of Mixed Use Planning Area (MUPA) for the properties known as APN's: 376-190-001; 380-160-005; 380-160-009; 376-410-021; 380-160-006; 380-160-004; 376-410-017; 362-250-001; 376-190-002; 380-160-007; 376-180-006; 367-050-068; 380-160-003; 367-180-015; 367-180-043; 376-410-016; 362-250-029; 380-160-008; 367-050-064; 376-410-015.

SECTION 4. <u>EFFECTIVE DATE OF ORDINANCE.</u>

This Ordinance shall take effect and be in full force and operation thirty (30) days after its second reading and adoption.

SECTION 5. <u>SEVERABILITY.</u>

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. <u>CITY CLERK ACTION</u>

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this 22nd day of January, 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

ATTACHMENT C

Ordinance No. 87
(Zoning Ordinance Amendment No. 13-03)

ORDINANCE NO. 87

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-03 TO AMEND CHAPTER 17 OF THE WILDOMAR MUNICIPAL CODE TO IMPLEMENT THE 2013-2021 WILDOMAR HOUSING ELEMENT BY ADDING SINGLE ROOM OCCUPANCIES, FARMWORKER HOUSING, TRANSITIONAL HOUSING, SUPPORTIVE HOUSING, SECONDARY DWELLING UNITS, AND STATE-LICENSED RESIDENTIAL CARE FACILITIES TO THE LISTS OF PERMITTED USES IN CERTAIN ZONES

WHEREAS, on December 11, 2013, the City Council adopted and approved the 2013-2021 Housing Element for the City of Wildomar ("Housing Element") and certified the EIR prepared for the Housing Element; and

WHEREAS, the Housing Element calls for certain amendments to be made to the City's Zoning Ordinance to implement the programs and policies contained in the Housing Element; and

WHEREAS, this Ordinance amends the Zoning Ordinance to implement the Housing Element; and

WHEREAS, the Planning Commission held a duly noticed public hearing on this Ordinance at its November 20, 2013 meeting and voted to recommend the City Council adopt this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance at its December 11, 2013 meeting; and

WHEREAS, the adoption of this Ordinance is covered by the EIR prepared for the Housing Element and certified by the City Council on December 11, 2013, because this Ordinance implements the programs and policies contained in the Housing Element.

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN AS FOLLOWS:

SECTION 1. <u>CEQA.</u>

The approval of Zoning Ordinance Amendment No. 13-03 is in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on December 11, 2013, at a duly noticed public hearing, the City Council approved and

certified an Environmental Impact Report reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the project. The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, Planning Department, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595.

SECTION 2. Amendment of Section 17.120.010(A).

Section 17.120.010(A), which lists the permitted uses in the A-1 zone, is amended to add new subsections 17.120.010(A)(18) and (19), to read as follows:

"18. Farmworker housing.

19. State-licensed residential care facilities with six or fewer residents. "

SECTION 3. Amendment of Section 17.128.010(A).

Section 17.128.010(A), which lists the permitted uses in the A-2 zone, is amended to add new subsections 17.120.010(A)(21) and (22), to read as follows:

"21. Farmworker housing.

22. State-licensed residential care facilities with six or fewer residents"

SECTION 4. Amendment of Section 17.32.010(A).

Section 17.32.010(A), which lists the permitted uses in the R-A zone, is amended to add new subsections 17.32.010(A)(18)-(21) to read as follows:

"18. Farmworker housing.

19. State-licensed residential care facilities with six or fewer residents

20. Transitional housing, as that term is defined in Health & Safety Code § 50675.2(h).

21. Supportive housing, as that term is defined in Health & Safety Code § 50675.14(b)(2)."

SECTION 5. Amendment of Section 17.16.010(A).

Section 17.16.010(A), which lists the permitted uses in the R-R zone, is amended to add new subsections 17.16.010(A)(19)-(22), to read as follows:

"19. Second dwelling units.

20. State-licensed residential care facilities with six or fewer residents.

21. Transitional housing, as that term is defined in Health & Safety Code § 50675.2(h).

22. Supportive housing, as that term is defined in Health & Safety Code § 50675.14(b)(2).”

SECTION 6. Amendment of Section 17.24.010.

Section 17.24.010(A), which lists the permitted uses in the R-1 zone, is amended to add new subsections 17.24.010(A)(10)-(13), to read as follows:

“10. Second dwelling units.

11. State-licensed residential care facilities with six or fewer residents.

12. Transitional housing, as that term is defined in Health & Safety Code § 50675.2(h).

13. Supportive housing, as that term is defined in Health & Safety Code § 50675.14(b)(2).”

SECTION 7. Amendment of Section 17.28.010(A).

Section 17.28.010(A), which lists the permitted uses in the R-1A zone, is amended to add new subsections 17.28.010(A)(12)-(15), to read as follows:

“12. Second dwelling units.

13. State-licensed residential care facilities with six or fewer residents.

14. Transitional housing, as that term is defined in Health & Safety Code § 50675.2(h).

15. Supportive housing, as that term is defined in Health & Safety Code § 50675.14(b)(2).”

SECTION 8. Amendment of Section 17.36.010(A).

Section 17.36.010(A), which lists the permitted uses in the R-2 zone, is amended to add new subsections 17.36.010(A)(13)-(15), to read as follows:

“13. State-licensed residential care facilities with six or fewer residents

14. Transitional housing, as that term is defined in Health & Safety Code § 50675.2(h).

15. Supportive housing, as that term is defined in Health & Safety Code § 50675.14(b)(2).”

SECTION 9. Amendment of Section 17.36.010(C).

Section 17.36.010(C), which lists the uses allowed in the R-2 zone with a conditional use permit, is amended to add a new subsection 17.36.010(C) to read as follows:

"(3) state-licensed residential care facilities with seven or more residents."

SECTION 10. Amendment of Section 17.40.010(A).

Section 17.40.010(A), which lists the permitted uses in the R-2A zone, is amended to add new subsections 17.40.010(A)(28)-(30), to read as follows:

"28. State-licensed residential care facilities with six or fewer residents

29. Transitional housing, as that term is defined in Health & Safety Code § 50675.2(h).

30. Supportive housing, as that term is defined in Health & Safety Code § 50675.14(b)(2)."

SECTION 11. Amendment of Section 17.44.010(A).

Section 17.44.010(A), which lists the permitted uses in the R-3 zone, is amended to add new subsections 17.44.010(A)(28)-(30), to read as follows:

"28. State-licensed residential care facilities with six or fewer residents

29. Transitional housing, as that term is defined in Health & Safety Code § 50675.2(h).

30. Supportive housing, as that term is defined in Health & Safety Code § 50675.14(b)(2)."

SECTION 12. Amendment of Section 17.44.010(B).

Section 17.44.010(B), which lists the uses that are allowed in the R-3 zone with a conditional use permit, is amended to add new subsection 17.44.010(B)(5), to read as follows:

"5. State-licensed residential care facilities with seven or more residents."

SECTION 13. Amendment of Section 17.48.020(A).

Section 17.48.020(A), which lists the permitted uses in the R-3A zone, is amended to add new subsections 17.48.020(A)(7)-(9), to read as follows:

"7. State-licensed residential care facilities with six or fewer residents

8. Transitional housing, as that term is defined in Health & Safety Code § 50675.2(h).

9. Supportive housing, as that term is defined in Health & Safety Code § 50675.14(b)(2)."

SECTION 14. Amendment of Section 17.52.010(A).

Section 17.52.010(A), which lists the permitted uses in the R-T zone, is amended to add new subsections 17.52.010(A)(5)-(7), to read as follows:

"5. State-licensed residential care facilities with six or fewer residents.

6. Transitional housing, as that term is defined in Health & Safety Code § 50675.2(h).

7. Supportive housing, as that term is defined in Health & Safety Code § 50675.14(b)(2)."

SECTION 15. Amendment of Section 17.56.010(A).

Section 17.56.010(A), which lists the permitted uses in the R-T-R zone, is amended to add new subsections 17.56.010(A)(5)-(7), to read as follows:

"5. State-licensed residential care facilities with six or fewer residents.

6. Transitional housing, as that term is defined in Health & Safety Code § 50675.2(h).

7. Supportive housing, as that term is defined in Health & Safety Code § 50675.14(b)(2)."

SECTION 16. Amendment of Section 17.60.020(A)

Section 17.60.020(A), which lists the permitted uses in the R-4 zone, is amended to add new subsections 17.60.020(A)(6)-(8), to read as follows:

"6. State-licensed residential care facilities with six or fewer residents.

7. Transitional housing, as that term is defined in Health & Safety Code § 50675.2(h).

8. Supportive housing, as that term is defined in Health & Safety Code § 50675.14(b)(2)."

SECTION 17. Amendment of Section 17.60.020(B).

Section 17.60.020(B), which lists the uses that are permitted with a conditional use permit in the R-4 zone, is amended to add single-room occupancies to the list, and shall read as follows:

"B. The following uses shall be permitted provided a conditional use permit is granted pursuant to Chapter 17.200: mobile home parks, developed pursuant to Chapter 17.264, single-room occupancies (SROs)."

SECTION 18. Amendment of Section 17.68.020(A).

Section 17.68.020(A), which lists the permitted uses in the R-6 zone, is amended to add new subsections 17.60.020(A)(9)-(11), to read as follows:

"9. State-licensed residential care facilities with six or fewer residents.

10. Transitional housing, as that term is defined in Health & Safety Code § 50675.2(h).

11. Supportive housing, as that term is defined in Health & Safety Code § 50675.14(b)(2)."

SECTION 19. Addition of Section 17.68.020(C).

A new subsection (C) is hereby added to Section 17.68.020 and shall read as follows:

"C. The following uses shall be permitted provided a conditional use permit is granted pursuant to Chapter 17.200: single-room occupancies (SROs)."

SECTION 20. Addition of Section 17.88.010(B)

Section 17.88.010(B), which lists the permitted uses in the I-P zone, is amended to add new subsections 17.88.010(B)(17) to read as follows:

"17. Emergency Shelters subject to the following provisions:

a) Distance Separation Requirements. No emergency shelter shall be located within 250 feet of any other emergency shelter.

b) Occupancy. An emergency shelter shall not exceed 40 residents, excluding staff.

c) Length of Occupancy. Any single resident's stay shall not exceed six consecutive months.

d) Parking Requirements. Emergency shelters shall provide one parking space for every staff member and one parking space for every 10 temporary residents.

e) Management. An emergency shelter must adequately comply with the following management standards:

1. There shall be space inside the building so that prospective and current residents are not required to wait on sidewalks or any other public rights-of-way.

2. Security shall be provided on site during hours of operation.

3. On-site management shall be provided by at least one emergency shelter staff member at all times while residents are present at the shelter.

4. Emergency shelter lighting shall be consistent with the City of Wildomar's adopted building code and light protection ordinance."

SECTION 21. Amendment of Section 17.204.010.

Section 17.204.010, regarding the applicability of second unit permits, is amended to add a second sentence and shall read as follows:

"Whenever a request is made for a standard or senior citizen hardship second unit permit, the following provisions shall take effect. The following provisions do not apply to second units in the R-R, R-1, and R-1A zones, as second units are allowed by right in those zones."

SECTION 22. Amendment of Section 17.208.010.

Section 17.208.010, regarding uses subject to a Public Use Permit, is amended to clarify state-licensed residential care facilities are not subject to a PUP, and shall read as follows:

"Notwithstanding any other provisions of this title, the following uses may be permitted in any zone classification; provided, that a public use permit is granted pursuant to the provisions of this section:

A. Educational institutions;

B. Government uses;

C. Any hospital or other facility that is licensed by the California Department of Public Health or the California Department of Social Services, but not including any state-licensed residential care facility;

D. Half-way house;

E. Public utilities."

SECTION 23. Amendment of Section 17.272.010.

Section 17.272.010 is amended to clarify what types of facilities qualify as congregate care residential facilities, and shall read as follows:

"It is the intent of the City Council in adopting this chapter to provide alternative housing opportunities for those persons capable of independent living who do not need the level of care provided at convalescent facilities. It is the intent of the City Council that this chapter apply to facilities that are not required to obtain a license from the State to operate and that provide non-medical care and supervision to the residents. The Council also finds that this chapter will provide a standard for distinguishing between congregate care residential facilities and other multifamily uses.

SECTION 24. Addition of Chapter 17.300.

A new Chapter 17.300 [Definitions] is added to Title 17 of the Wildomar Municipal Code, to read as follows:

"**Chapter 17.300 DEFINITIONS**

Section 17.300.010. General Definitions

The Definitions provided in Section 1.04.120 of this Code shall apply unless a specific definition is provided in Section 17.300.020 or the context clearly indicates otherwise.

Section 17.300.020 Specific Definitions

As used in this Title, unless a different meaning is apparent from the context or is specified elsewhere in the Title:

"Family" shall mean one or more persons living together in a dwelling unit, with common access to and common use of all living, kitchen, and eating areas within the dwelling unit.

"State-licensed residential care facility" shall mean any residential facility that provides onsite care, treatment or other services to its residents that is required to be and is licensed by the State of California."

SECTION 25. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 26. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 27. PUBLICATION. The City Clerk shall cause this ordinance to be published or posted in accordance with Government Code section 36933.

SECTION 28. **CITY CLERK ACTION**

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this 22nd day of January, 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

ATTACHMENT D

Ordinance No. 88
(Zoning Ordinance Amendment No. 13-04)

ORDINANCE NO. 88

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-04 TO ADD SECTION 17.290 TO THE CITY OF WILDOMAR MUNICIPAL CODE (TITLE 17 – ZONING) REGARDING DENSITY BONUSES AND OTHER HOUSING DEVELOPMENT INCENTIVES TO COMPLY WITH STATE LAW

WHEREAS, on December 11, 2013, the City Council adopted and approved the 2013-2021 Housing Element for the City of Wildomar ("Housing Element") and certified the EIR prepared for the Housing Element; and,

WHEREAS, the Housing Element calls for certain amendments to be made to the City's Zoning Ordinance to implement the programs and policies contained in the Housing Element; and,

WHEREAS, this Ordinance amends the Zoning Ordinance to implement the Housing Element; and,

WHEREAS, the Planning Commission held a duly noticed public hearing on this Ordinance at its November 20, 2013 meeting and voted to recommend the City Council adopt this Ordinance; and,

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance at its December 11, 2013 meeting; and,

WHEREAS, the adoption of this Ordinance is covered by the EIR prepared for the Housing Element and certified by the City Council on December 11, 2013, because this Ordinance implements the programs and policies contained in the Housing Element.

THE CITY COUNCIL OF THE CITY OF WILDOMAR ORDAINS AS FOLLOWS:

SECTION 1. <u>CEQA.</u>

The approval of Zoning Ordinance Amendment No. 13-03 is in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on December 11, 2013, at a duly noticed public hearing, the City Council approved and certified an Environmental Impact Report reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the project. The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, Planning Department, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595.

SECTION 2. <u>Addition of Chapter 17.290 to the Wildomar Municipal Code</u>. A new Chapter 17.290 is hereby added to Title 17 of the Wildomar Municipal Code, to read as follows:

"**Chapter 17.290 Density Bonuses and Other Incentives**

Sections:

17.290.010 Definitions.
17.290.020 General density bonus provisions.
17.290.030 Incentives and concessions.
17.290.040 Waiver or reduction of development standards.
17.290.050 Calculation of density bonus.
17.290.060 Additional density bonus through donation of land.
17.290.070 Additional density bonus or concession or incentive through provision of child care facility.
17.290.080 City's discretion in granting density bonus.
17.290.090 Parking requirements.
17.290.100 Interpretation.

17.290.010 Definitions.

For purposes of this chapter, the following definitions apply:

"Affordable housing cost" has the definition set forth in California Health & Safety Code section 50052.5.

"Affordable rent" has the definition set forth in California Health & Safety Code section 50053.

"Child care facility" means a facility other than a family day care home, including but not limited to, infant centers, preschools, extended day care facilities, and school age child care centers.

"Common interest development" has the definition set forth in California Civil Code section 1351.

"Concession" or "Incentive "means any of the following:

1. A reduction in site development standards or a modification of Zoning Ordinance requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission, as provided in Part 2.5 (the State Building Code commencing with Health & Safety Code § 18901) of Division 13 of the Health and Safety Code, including but not limited to, a reduction in setback and square footage requirements, and in the ratio of vehicular parking spaces that would otherwise be required, that results in identifiable, financially sufficient, and actual cost reductions.

2. Approval of mixed use zoning in conjunction with a housing project, if commercial, office, industrial or other land uses will reduce the cost of a housing development, and if the commercial, office, industrial or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.

3. Other regulatory incentives or concessions proposed by the applicant or the city that result in identifiable, financially sufficient and actual cost reductions.

This definition does not limit or require the provision of direct financial incentives for a housing development, including the provision of publicly owned land by the city or the waiver of fees or dedication requirements.

"Density bonus" means a density increase over the otherwise maximum allowable residential density under the applicable Zoning Ordinance provisions and the land use element of the general plan as of the date of application by the applicant to the city.

"Development standard**"** means the site or construction conditions that apply to a residential development pursuant to any ordinance, general plan element, specific plan, or other city condition, law, policy, resolution or regulation.

"Director" means the planning director or the director's designee.

"Housing development" means a development project for five or more residential units. "Housing development" also includes a subdivision or common interest development consisting of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling where the result of the rehabilitation would be a net increase in the number of residential units. For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus is permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.

"Lower income households" has the definition set forth in California Health & Safety Code section 50079.5.

"Maximum allowable residential density" means the density allowed under the Zoning Ordinance or general plan land use designation for a parcel, or if a range of density is permitted, the highest allowable density within that range.

"Moderate income households" has the definition for "persons or families of moderate income" set forth in California Health & Safety Code section 50093(b).

"Multifamily dwelling" has the definition set forth in California Government Code section 65863.4(d).

“Senior citizen housing development” has the definition set forth in California Civil Code section 51.3.

“Specific, adverse impact” has the definition set forth in California Government Code section 65589.5(d)(2).

“Very low income households” has the definition set forth in California Health & Safety Code section 50105.

17.290.020 General density bonus provisions.

A. Application. Any person that desires a density bonus must make an application on a form approved by the director at the time of submitting an entitlement application for the housing development for which a density bonus is requested.

B. Incentives and concessions. When an applicant seeks a density bonus for a housing development or for the donation of land for housing within the city, the city must provide the applicant incentives or concessions for the production of housing units and child care facilities as provided in this chapter.

C. Available density bonus options. The planning commission or city council will grant one density bonus, the amount of which will be as specified in Section 17.290.050, and incentives or concessions as described in Section 17.290.030, when an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this chapter, that will contain at least one of the following:

1. 10 percent of the total units of a housing development for lower income households.

2. 5 percent of the total units of a housing development for very low income households.

3. 10 percent of the total dwelling units in a common interest development for moderate income households, provided that all units in the housing development are offered to the public for purchase.

4. A senior citizen housing development.

D. Applicant’s election of basis for bonus. For purposes of calculating the amount of the density bonus pursuant to Section 17.290.050, the applicant who requests a density bonus pursuant to this section must elect whether the bonus will be awarded on the basis of paragraphs (1), (2), (3) or (4) of subsection (C) of this section.

E. Continued affordability.

1. An applicant must agree to the continued affordability of all low and very low income units that qualified the applicant for the award of the density bonus for 30 years or a longer period of time if required by any applicable construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. Rents for the lower income density bonus units must be set at an affordable rent. Owner-occupied units must be available at an affordable housing cost.

2. An applicant must agree that the initial occupant of the moderate income units that are directly related to the receipt of the density bonus in a common interest development are moderate income households and that the units are offered at an affordable housing cost. The city will require an equity-sharing agreement, unless such an agreement would be in conflict with the requirements of another public funding source or law. The following apply to the equity sharing agreement:

   a. Upon resale, the seller of the unit may retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The city will recapture any initial subsidy and its proportionate share of appreciation, which amount must then be used within five years for any of the purposes that promote home ownership, as described in California Health & Safety Code section 33334.2(e).

   b. The city's initial subsidy will be equal to the fair market value of the home at the time of initial sale, minus the initial sale price to the moderate income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale will be used as the initial market value.

   c. The city's proportionate share of appreciation will be equal to the ratio of the initial subsidy to the fair market value of the unit at the time of initial sale.

17.290.030 Incentives and concessions.

A. Proposal by Applicant. An applicant for a density bonus pursuant to Section 17.290.020 may submit a proposal for the specific incentives or concessions that the applicant requests pursuant to this chapter, and may request a meeting with the director.

B. Number of Incentives. Subject to subsection (C) below, the applicant will receive the following number of incentives or concessions:

1. One incentive or concession for housing developments that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income households, or at least 10 percent for moderate income households in a common interest development.

2. Two incentives or concessions for housing developments that include at least 20 percent of the total units for lower income households, at least 10 percent for very low income households, or at least 20 percent for moderate income households in a common development.

3. Three incentives or concessions for housing developments that include at least 30 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for moderate income households in a common interest development.

C. Findings. The planning commission or city council must grant the concessions or incentives requested by the applicant, unless it makes a written finding, based upon substantial evidence, that:

1. The concession or incentive is not required in order to provide for affordable housing costs, or for rents for the targeted units to be set as specified in Section 17.290.020(E);

2. The concession or incentive would have a specific, adverse impact upon public health and safety, or the physical environment, or on any real property listed in the California Register of Historical Resources, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households; or

3. The concession or improvement would be contrary to state or federal law.

17.290.040 Waiver or reduction of development standards.

A. Proposal by Applicant. An applicant may submit to the city a proposal for the waiver or reduction of development standards that the applicant believes will have the effect of physically precluding the construction of a housing development that meets the criteria of Section 17.290.020(C) at the densities or with the concessions or incentives permitted by this chapter, and may request a meeting with the director. Such proposal may not increase the number of incentives or concessions that the applicant is entitled to under Section 17.290.030.

B. Findings. The planning commission or city council must waive or reduce the development standard requested by the applicant, unless it makes a written finding, based upon substantial evidence, that:

1. The waiver or reduction would have a specific, adverse impact upon public health and safety, or the physical environment, or on any real property listed in the California Register of Historical Resources, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact; or

2. The waiver or reduction would be contrary to state or federal law.

17.290.050 Calculation of density bonus.

A. The amount of density bonus to which the applicant is entitled will vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in Section 17.290.020(C). The applicant may elect to accept a lesser percentage of density bonus.

B. For housing developments meeting the criteria of Section 17.290.020(C)(1), the density bonus will be calculated as follows:

Percentage (%) of Low Income Units	**Percentage (%) Density Bonus**
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
17	30.5
18	32
19	33.5
20	35

C. For housing developments meeting the criteria of Section 17.290.020(C)(2), the density bonus will be calculated as follows:

Percentage (%) Very Low Income Units	**Percentage (%) Density Bonus**
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35

D. For housing developments meeting the criteria of Section 17.290.020(C)(4) the density bonus will be 20 percent.

E. For housing developments meeting the criteria of Section 17.290.020(C)(3), the density bonus will be calculated as follows:

Percentage (%) of Moderate Income Units	**Percentage (%) Density Bonus**
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12

18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35

F. All density calculations resulting in fractional units will be rounded up to the next whole number.

17.290.060 Additional density bonus through donation of land.

A. Criteria for Additional Density Bonus. An applicant for a housing development will be eligible for the additional density bonus described in this section if all of the following conditions are met:

1. The applicant donates and transfers land to the City no later than the date of approval of the final subdivision map or parcel map or residential development application.

2. The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households, in an amount not less than 10 percent of the total number of residential units in the applicant's proposed housing development.

3. The transferred land is at least one acre in size or of sufficient size to permit development of at least 40 units, has the appropriate general plan designation, is appropriately zoned for development as affordable housing, and is or will be served by adequate public facilities and infrastructure.

   a. The land must have appropriate zoning and development standards to make the development of the affordable units feasible.

   b. No later than the date of approval of the final subdivision map, parcel map, or of the residential development, the transferred land must have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land, except that the local government may subject the proposed development to subsequent design review, to the extent authorized by California Government Code section 65583.2(i), if the design is not reviewed by the city prior to the time of transfer.

4. The transferred land and the affordable units will be subject to a deed restriction ensuring continued affordability of the units consistent with Section 17.290.020(E)(1) and (2), which restriction will be recorded on the property at the time of the transfer.

5. The land is transferred to the city or to a housing developer approved by the city. The city may require the applicant to identify and transfer the land to such housing developer.

6. The transferred land must be within the boundary of the proposed housing development or, if the city agrees, within one-quarter mile of the boundary of the proposed housing development.

7. A proposed source of funding for the very low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.

B. Grant of Additional Density. When an applicant for a housing development approval donates land to the city that meets the criteria of paragraph A of this section, the applicant will be entitled to an increase above the otherwise maximum allowable residential density under the applicable zoning and the land use designation of the general plan for the entire development, as follows:

Percentage (%) of Very Low Income	**Percentage (%) Density Bonus**
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29

25	30
26	31
27	32
28	33
29	34
30	35

C. Limitations. This increase provided for in this section is in addition to any increase in density mandated by Section 17.290.020(C), up to a maximum combined density increase of 35 percent, if an applicant seeks increases required pursuant to both this section and Section 17.290.020(C).

1. All density calculations resulting in fractional units will be rounded up to the next whole number.

2. Nothing in this section will be construed to enlarge or diminish the authority of the city to require a developer to donate land as a condition of development.

17.290.070 Additional density bonus or concession or incentive through provision of child care facility.

A. Grant of Additional Density or Concessions. When an applicant proposes to construct a housing development that conforms to the requirements of Section 17.290.020(C) and includes a child care facility that will be located on the premises of, as part of, or adjacent to, the housing development, the planning commission or city council must grant one of the following:

1. An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child care facility; or,

2. An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child care facility.

B. Conditions of Approval. The planning commission or city council will require, as a condition of approving the housing development that the following occur:

1. The child care facility must remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable pursuant to Section 17.290.020(E).

2. Of the children who attend the child care facility, the children of very low income households, lower income households, or moderate income households must equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or moderate income households pursuant to Section 17.290.020(C).

C. Adequate Facilities Exception. Notwithstanding any requirement of this section, the planning commission or city council is not required to provide a density bonus or concession for a child care facility if it finds, based upon substantial evidence, that the community has adequate child care facilities.

17.290.080 City's discretion in granting density bonus.

Nothing in this chapter will be construed to prohibit the planning commission or city council from granting a density bonus greater than what is described in this chapter for a housing development that meets the requirements of this chapter, or from granting a proportionately lower density bonus than what is required by this chapter for housing developments that do not meet the requirements of this chapter.

17.290.090 Parking requirements.

A. Maximum Ratios. Upon the request of the applicant, the city will not require a vehicular parking ratio, inclusive of handicapped and guest parking, of a housing development meeting the criteria of Section 17.290.020(C) that exceeds the following ratios:

1. Zero to one bedrooms: one onsite parking space.

2. Two to three bedrooms: two onsite parking spaces.

3. Four and more bedrooms: two and one-half parking spaces.

B. Provision of Parking. If the total number of parking spaces required for a housing development is other than a whole number, the number will be rounded up to the next whole number. For purposes of this section, a housing development may provide "onsite parking" through tandem parking or uncovered parking, but not through on-street parking.

C. Additional Incentives. This section applies to a development that meets the requirements of Section 17.290.020(C), but only at the request of the applicant. An applicant may request additional parking incentives or concessions beyond those provided in this chapter, subject to Section 17.290.030.

17.290.100 Interpretation

The granting of a density bonus, concession or incentive pursuant to this chapter shall not be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval."

SECTION 3. **SEVERABILITY.**

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 5. PUBLICATION.

The city clerk is directed to certify the adoption of this ordinance and cause it to be published in the manner required by law.

SECTION 6. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this 22nd day of January, 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

ATTACHMENT E

Ordinance No. 89
(Zoning Ordinance Amendment No. 13-05)

ORDINANCE NO. 89

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 13-05 TO ADD SECTION 17.295 TO THE CITY OF WILDOMAR MUNICIPAL CODE (TITLE 17 – ZONING) TO ADOPT A REASONABLE ACCOMMODATIONS ORDINANCE TO COMPLY WITH STATE LAW

WHEREAS, on December 11, 2013 the City Council adopted and approved the 2013-2021 Housing Element for the City of Wildomar ("Housing Element") and certified the EIR prepared for the Housing Element; and

WHEREAS, the Housing Element calls for certain amendments to be made to the City's Zoning Ordinance to implement the programs and policies contained in the Housing Element; and

WHEREAS, this Ordinance amends the Zoning Ordinance to implement the Housing Element; and

WHEREAS, the Planning Commission held a duly noticed public hearing on this Ordinance at its November 20, 2013 meeting and voted to recommend the City Council adopt this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance at its December 11, 2013 meeting; and

WHEREAS, the adoption of this Ordinance is covered by the EIR prepared for the Housing Element and certified by the City Council on December 11, 2013, because this Ordinance implements the programs and policies contained in the Housing Element.

THE CITY COUNCIL OF THE CITY OF WILDOMAR ORDAINS AS FOLLOWS:

SECTION 1. <u>CEQA.</u>

The approval of Zoning Ordinance Amendment No. 13-03 is in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on December 11, 2013, at a duly noticed public hearing, the City Council approved and certified an Environmental Impact Report reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the project. The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, Planning Department, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595.

SECTION 2. <u>AMENDMENT TO THE ZONING ORDINANCE</u>

A new Chapter 17.295 is hereby added to the Wildomar Municipal Code (TITLE 17 – Zoning) to read as follows:

"17.295 Reasonable Accommodations
17.295.010 Purpose.
17.295.020 Review Authority.
17.295.030 Application for Reasonable Accommodation.
17.295.040 Decision.
17.295.050 Findings.
17.295.060 Expiration, Time Extension, Violation, Discontinuance & Revocation.

Sec. 17.295.010 Purpose.

This chapter provides a procedure to request a reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act (together, the Acts) in the application of zoning laws and other land use regulations, policies, and procedures.

Sec. 17.295.020 Review Authority.

The Director, or his or her designee, is designated to approve, conditionally approve, or deny all applications for reasonable accommodations, provided that the Director may decide to allow the Planning Commission to determine whether to approve, conditionally approve, or deny an application for a reasonable accommodation if the Director finds that the reasonable accommodation application involves significant controversy or extraordinary circumstances.

Sec. 17.295.030 Application for Reasonable Accommodation.

A. <u>Eligibility</u>. A request for reasonable accommodation may be made by any person with a disability, their representative, or any entity, when the application of a requirement of this Zoning Ordinance or other city requirement, policy, or practice acts as a barrier to fair housing opportunities for a disabled person. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. This section is intended to apply to those persons who are defined as disabled under the Acts.

B. <u>Permissible Accommodations</u>. A request for reasonable accommodation may include a modification or exception to the substantive and/or procedural rules, standards, and practices for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.

C. No Variance. A reasonable accommodation may be granted in compliance with this section without the need for the approval of a variance.

D. Application. An application for a reasonable accommodation shall be made on a form provided by the Planning Department. No fee shall be required for an application for reasonable accommodation. In addition to materials required under other applicable provisions of the Wildomar Municipal Code, an application for reasonable accommodation shall include the following:

1. Documentation that the applicant is: (i) disabled; (ii) applying on behalf of one or more disabled persons; or (iii) a developer or provider of housing for one or more disabled persons;

2. The specific exception or modification to the Zoning Ordinance provision, policy, or practices requested by the applicant;

3. Documentation that the specific exception or modification requested by the applicant is necessary to provide one or more disabled persons an equal opportunity to use and enjoy the residence;

4. Any other information that the director reasonably concludes is necessary to determine whether the findings required by Section 17.295.050(a) can be made, so long as any request for information regarding the disabled person benefited complies with the protections provided by the Acts and the privacy rights of the individuals affected.

E. Other Discretionary Approvals. If the request for reasonable accommodation is made with another discretionary permit or approval, then the applicant may file the request for reasonable accommodation together with the application for the other discretionary permit or approval, and may elect to have the reasonable accommodation request processed and decided simultaneously with the application for the other discretionary permit. In such cases, the procedures applicable to the other discretionary permit shall govern the processing of the reasonable accommodation request. If the project requires another discretionary permit, then the prescribed fee shall be paid for all other discretionary permits.

Sec. 17.295.040 Decision.

A. Director Decisions. The director shall mail his or her written determination to approve, conditionally approve, or deny a request for a reasonable accommodation to the applicant within thirty (30) days of the receipt of a complete application a reasonable accommodation.

B. Commission and Council Decisions. A written determination on whether to approve, conditionally approve, or deny the request for reasonable accommodation shall be made by the body. For decisions associated with other discretionary approvals, the decision shall be issued at the same time and in the same manner as the decisions on the other discretionary approvals are issued.

If there are no associated discretionary approvals, the body shall issue a decision on the reasonable accommodation within thirty (30) days of the reasonable accommodation being first placed on the body's agenda for consideration.

C. Appeals. Any director decision may be appealed to the Planning Commission. A Planning Commission decision may be appealed to the City Council. Appeals must be filed within fourteen (14) days of the decision. Decisions by the City Council are final and not appealable.

Sec. 17.295.050 Findings.

A. Findings. The written decision to approve, conditionally approve, or deny a request for a reasonable accommodation shall be based on the following findings, all of which are required for approval or conditional approval of a reasonable accommodation:

1. The requested accommodation is requested by or on the behalf of one or more disabled persons protected under the Acts.

2. The requested accommodation is necessary to provide one or more disabled persons an equal opportunity to use and enjoy a dwelling.

3. The requested accommodation will not impose an undue financial or administrative burden on the City as "undue financial or administrative burden" is defined in Acts.

4. The requested accommodation will not result in a fundamental alteration in the nature of the City's zoning program, as "fundamental alteration" is defined in the Acts.

5. The requested accommodation will not, under the specific facts of the case, result in a direct threat to the health or safety of other individuals or substantial physical damage to the property of others.

B. Alternative Accommodations. In making findings, the decision maker may approve alternative reasonable accommodations which provide an equivalent level of benefit to the applicant.

C. Factors – Equal Opportunity. The City may consider, but is not limited to, the following factors in determining whether the requested accommodation is necessary to provide a disabled person an equal opportunity to use and enjoy a dwelling:

1. Whether the requested accommodation will affirmatively enhance the quality of life of one or more disabled persons;

2. Whether a disabled person will be denied an equal opportunity to enjoy the housing type of their choice absent the accommodation;

3. In the case of a group home, whether the requested accommodation is necessary to make facilities of a similar nature or operation economically viable in light of the particularities of the relevant market and market participants;

4. In the case of a group home, whether the existing supply of facilities of a similar nature and operation in the community is sufficient to provide disabled persons and equal opportunity to live in a residential setting.

D. Factors – Fundamental Alteration. The City may consider, but is not limited to, the following factors in determining whether the requested accommodation would require a fundamental alteration in the nature of the City's zoning program:

1. Whether the requested accommodation would fundamentally alter the character of the neighborhood;

2. Whether the accommodation would result in a substantial increase in traffic or insufficient parking;

3. Whether granting the requested accommodation would substantially undermine any express purpose of either the City's General Plan or an applicable specific plan;

4. In the case of a group home, whether the requested accommodation would create an institutionalized environment due to the number of and distance between facilities that are similar in nature or operation.

E. Conditions of Approval. In granting a request for reasonable accommodation, the approving authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings.

F. Rules While Decision is Pending. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

G. Effective Date. No reasonable accommodation shall become effective until the decision to grant such accommodation has become final by reason of the expiration of time to make an appeal. In the event an appeal is filed, the reasonable accommodation shall not become effective unless and until a decision is made on such appeal and becomes final.

Sec. 17.295.060 Expiration, Time Extension, Violation, Discontinuance and Revocation.

A. Expiration. Any reasonable accommodation approved in accordance with the terms of this Division shall expire within twenty-four months from the effective

date of approval or at an alternative time specified as a condition of approval unless:

1. A building permit has been issued and construction has commenced;

2. A certificate of occupancy has been issued;

3. The use is established; or

4. A time extension has been granted.

B. Time Extension. The director may approve a time extension for a reasonable accommodation for good cause for a period or periods not to exceed one year. An application for a time extension shall be made in writing to the director no less than thirty days or more than ninety days prior to the expiration date.

1. Notice of the Director's decision on a time extension shall be provided in the same manner as the notice provided for in 17.295.040(a). All written decisions shall give notice of the right to appeal and to request a reasonable accommodation in the appeals process.

2. A time extension for a reasonable accommodation shall be final unless appealed within fourteen calendar days of the date of mailing of the determination. An appeal shall be made in writing and shall be noticed and heard pursuant to the procedures established in this Chapter.

C. Violation of Terms. Any reasonable accommodation approved in accordance with the provisions of this chapter may be revoked if any of the conditions or terms of such reasonable accommodation are violated, or if any law or ordinance is violated in connection therewith. Procedures for revocation shall be as prescribed by Section 17.220 *et seq*., of this Code.

D. Discontinuance. A reasonable accommodation shall lapse if the exercise of rights granted by it is discontinued for one hundred eighty consecutive days. If the persons initially occupying a residence vacate, the reasonable accommodation shall remain in effect only if the director determines that: (1) the modification is physically integrated into the residential structure and cannot easily be removed or altered to comply with the Code, and (2) the accommodation is necessary to give another disabled person an equal opportunity to enjoy the dwelling. The director may request the applicant or his or her successor in interest to the property to provide documentation that subsequent occupants are disabled persons. Failure to provide such documentation within ten (10) days of the date of a request by the City shall constitute grounds for discontinuance by the City of a previously approved reasonable accommodation.

E. Modifications to Approved Permits. A reasonable accommodation may be modified. Procedures for modification shall be as prescribed by Section 17.228 *et seq.,* of this Code."

SECTION 3. **SEVERABILITY.**

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 5. PUBLICATION.

The city clerk is directed to certify the adoption of this ordinance and cause it to be published in the manner required by law.

SECTION 6. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this 22nd day of January, 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item # 1.11
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Mayor and City Council members.

FROM: Matthew C. Bassi, Planning Director
Alfredo Garcia, Assistant Planner

SUBJECT: Second Reading Ordinance No. 90 - Change of Zone No. 13-0007

STAFF REPORT

RECOMMENDATION:
The Planning Commission recommends that the City Council adopt an Ordinance entitled:

> ORDINANCE NO. 90
> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PER SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES AND APPROVING A CONDITIONAL CHANGE OF ZONE (PLANNING APPLICATION NO. 13-0007) FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) FOR PROPERTY LOCATED AT 32299 WILDOMAR ROAD (APN: 365-051-025)

DISCUSSION:
The City Council approved the first reading of Ordinance No. 90 at the December 11, 2013, regular meeting. At this time it would be appropriate for the City Council to adopt Ordinance No. 90.

FISCAL IMPACT:
None.

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Ordinance No. 90

ATTACHMENT A

Ordinance No. 90

ORDINANCE NO. 90

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PER SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES AND APPROVING A CONDITIONAL CHANGE OF ZONE (PLANNING APPLICATION NO. 13-0007) FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) FOR PROPERTY LOCATED AT 32299 WILDOMAR ROAD (APN: 365-051-025)

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. <u>CEQA</u>

The City Council has determined that the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA) Guidelines in accordance with Section 15301 (Existing Facilities), as follows:

In accordance with Section 15301 (Existing Facilities) of CEQA, the following finding is offered for City Council consideration in support of the CEQA Exemption. **Class 1** consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use. Specifically, subsection (e) applies which reads as follows

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or

(2) 10,000 square feet if:

(A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan; and

(B) The area in which the project is located is not environmentally sensitive.

The project does not result in the addition of any building area and only minor improvements to the property to accommodate storm drainage and access. The project is located in a developed residential neighborhood and is limited by a condition in the

Zoning Ordinance, Section 17.72.010 (57), which limits uses on the site to offices, including business, law, medical, dental, chiropractic, architectural, engineering, community planning, and real estate, and will ensure that future use of the building remains consistent with the existing use of the property.

SECTION 2. <u>CHANGE OF ZONE FINDINGS</u>

In accordance with Wildomar Municipal Code (Title 17), the City Council, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference therein, the City's General Plan, Zoning Ordinance, and any other evidence within the record or provided at the public hearing of this matter hereby find and determine as follows:

A. The proposed change of zone is in conformance with the adopted General Plan for the City, and the condition placed on the zoning restricting the permitted use, per Section 17.72.010(57), to offices, including business, law, medical, dental, chiropractic, architectural, engineering, community planning, and real estate, will ensure that future use of the building remains consistent with the existing use.

   The General Plan land use designation for the project site is Commercial Retail. According to the consistency rezoning table established with the adopted General Plan, the General Commercial (C-1/C-P) zone is consistent with the General Plan. Consequently, the change of zone from Rural Residential (R-R) to C-1/C-P is in conformance with the General Plan.

SECTION 3: <u>AMENDMENT TO ZONING MAP</u>

The City Council, based on the findings above, hereby approves the following change to the Zoning Map, as attached hereto and described herein in Exhibit 1 to this Ordinance.

SECTION 4: <u>CONDITION OF ZONE CHANGE</u>

The City Council hereby restricts the permitted uses of this parcel per Section 17.72.010(57) (Offices, including business, law, medical, dental, chiropractic, architectural, engineering, community planning, real estate) to ensure that future use of the building remains consistent with the existing use. No other uses are permitted.

SECTION 5. <u>Effective Date of Ordinance</u>.

This Ordinance shall take effect and be in full force and operation thirty (30) days after its second reading and adoption.

SECTION 6. Severability.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. City Clerk Action

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the city in accordance with Government Code Section 36933(a) or to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this 22nd day of January, 2014.

_____
Marsha Swanson
Mayor

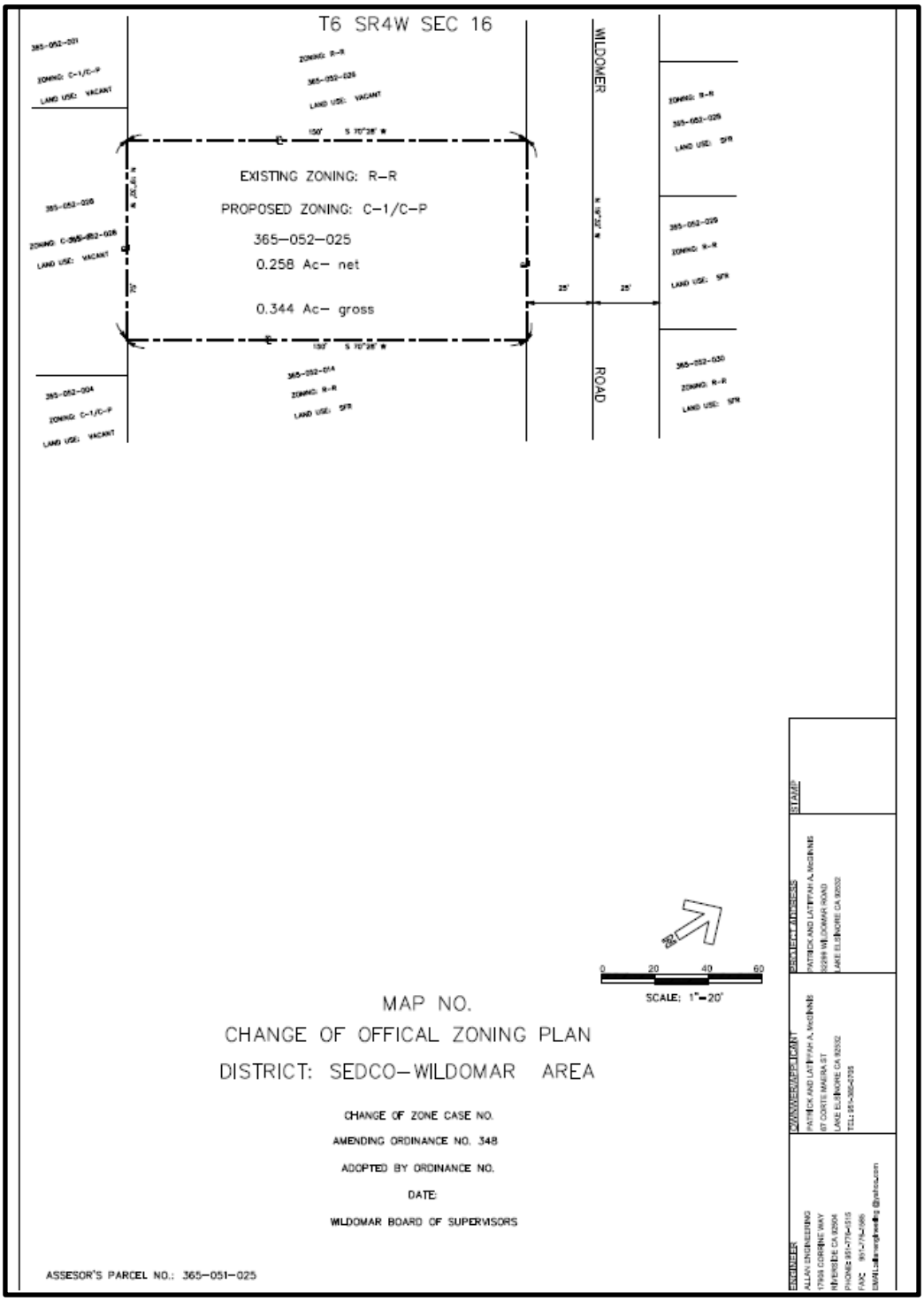
APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

Exhibit 1 – Change of Zone Map



CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.12
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Second Reading - Ordinance No. 91 - Development Agreement No. 13-0083 (The Rancon Group for Tentative Tract Map No. 31479)

STAFF REPORT

RECOMMENDATION:
The Planning Commission recommends that the City Council adopt an Ordinance entitled:

> ORDINANCE NO. 91
> A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (PLANNING APPLICATION NO. 13-0083) FOR TENTATIVE TRACT MAP NO. 31479 GENERALLY LOCATED ON THE EAST SIDE OF GEORGE AVENUE APPROXIMATELY 440 FEET SOUTH OF LA ESTRELLA ROAD (APN: 362-240-020, 023, 029, 031 & 032)

DISCUSSION:
The City Council approved the first reading of Ordinance No. 91 at the December 11, 2013, regular meeting. At this time it would be appropriate for the City Council to adopt Ordinance No. 91.

FISCAL IMPACT:
None.

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Ordinance No. 91

ATTACHMENT A

ORDINANCE NO. 91

ORDINANCE NO. 91

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (PLANNING APPLICATION NO. 13-0083) FOR TENTATIVE TRACT MAP NO. 31479 GENERALLY LOCATED ON THE EAST SIDE OF GEORGE AVENUE APPROXIMATELY 440 FEET SOUTH OF LA ESTRELLA ROAD (APN: 362-240-020, 023, 029, 031 & 032)

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings

A. California Government Code Title 7, Chapter 4, Article 2.5 authorizes the City of Wildomar to enter into development agreements which will provide certainty, definition and commitment to developers as well as to necessary public improvements required by development.

B. The County of Riverside approved Tentative Tract Map No. 31479 on February 24, 2004. In connection with such approval, the County adopted a Mitigated Negative Declaration (EA No. 39102).

C. Tentative Tract Map No. 31479 permits the development of 51 single family homes on the property, which is owned by The Rancon Group.

D. The City of Wildomar and The Rancon Group desire to enter into a development agreement for the Tract 31479 property to define the parameters within which the obligations of the developer, or its successors and assigns, for public infrastructure and services will be met and to provide for the orderly development of the properties.

E. The City Council hereby finds and determines that the Development Agreement is consistent with the General Plan of the City of Wildomar and will include improvements and contribute fees to improvements that will implement the Circulation Element of the General Plan.

F. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a mitigated negative declaration was prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract Map No. 31479 and a notice of determination was filed. The City Council find the development agreement does not change in any way the design or project features evaluated in the mitigated negative declaration prepared for Tentative Tract Map No. 31479. There also have been no

substantial changes to the project's environmental setting since the project was approved. Further, while the City of Wildomar has incorporated since the original approval of the Tentative Tract Map, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map No. 31479 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect these maps since then. As there have been no changes in the project, no changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or increased significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162.

G. The Planning Commission held a duly noticed public hearing to review the proposed development agreement on October 2, 2013, and at the conclusion of the public hearing approved Planning Commission Resolution No. 13-21 recommending that the City Council approve the development agreement for Tentative Tract Map No. 31479.

H. The City published a legal notice in the Press Enterprise on November 29, 2013, and mailed out said notice to all property owners within a 600-foot radius of the project boundaries on November 25, 2013 notifying that the City Council would be holding a public hearing on the approval of this development agreement.

I. The City Council held a duly noticed public hearing on the development agreement on December 11, 2013, as shown in Exhibit A to this Ordinance.

SECTION 2.

This Ordinance incorporates, and by this reference makes a part hereof, that certain Development Agreement, substantially in the form on file with the City Clerk, by and between the City of Wildomar and The Rancon Group, relative to the Project.

SECTION 3.

This Ordinance is adopted under the authority of the Government Code Section 65864, et seq.

SECTION 4.

Based on the findings set forth in this Ordinance and the evidence in the Staff Report, the City Council hereby approves the Development Agreement, substantially in the form on file with the City Clerk, and attached hereto as Attachment A of this Ordinance.

SECTION 5.

The City Manager is hereby authorized and directed to execute the Development Agreement on behalf of the City of Wildomar.

SECTION 6.

The City Manager or his or her designee is hereby authorized and directed to perform all acts required to be performed by the City in the administration and implementation of this Development Agreement, including, without limitation, reviewing the Development Agreement on an annual basis, approving assignments and executing other agreements or documents necessary to carry out the purposes of the Development Agreement.

SECTION 7.

This Ordinance shall take effect thirty (30) days following its final passage. The City Clerk shall cause this Ordinance to be posted or published pursuant to the requirements of Government Code Section 36933.

SECTION 8.

Within ten (10) days after the date upon which the City Manager executes the Development Agreement on behalf of the City, the City Clerk shall record the Development Agreement and this Ordinance with the County Recorder of the County of Riverside.

SECTION 9.

If any part of this Ordinance, or the Development Agreement which it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Agreement, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Agreement, if such invalid portion thereof had been deleted.

PASSED, APPROVED AND ADOPTED this 22nd day of January, 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

Exhibit 1
Development Agreement No. 13-0083 for TTM 31479

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK
City of Wildomar
23873 Clinton Keith Road
Wildomar, CA 92595

No Recording Fee Required – Government Code § 27383

DEVELOPMENT AGREEMENT

between

THE CITY OF WILDOMAR

and

RANCON EQUITY PARTNERS III, LLC

Tract Map 31479

(Planning Application 13-0083)

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement"), dated for reference purposes as first indicated on the cover page, is entered into by and between the City of Wildomar, a California general law Municipal Corporation ("City") and Rancon Equity Partners III, LLC ("Owner") as follows:

RECITALS

A. The Legislature of the State of California has adopted California Government Code Sections 65864 through 65869.5 ("Development Agreement Legislation") which authorizes a city to enter into a binding development agreement with persons having legal or equitable interests in real property located within a city's municipal boundaries for the development of such property in order to, among other things, encourage and provide for the development of public facilities; to support development projects; provide certainty in approval of development projects in order to avoid a waste of resources and escalation in project costs and encourage an investment in and commitment to comprehensive planning which will make maximum efficient utilization of resources at the least economic cost to the public land; provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules and regulations and subject to the conditions of approval of such projects as provided in such annexation and/or development agreements.

B. Owner is the fee owner of approximately 15.5 acres of undeveloped land located within the County of Riverside, hereinafter referred to as the "Property" and as more particularly described herein. Owner has requested that the City consider entering into this Agreement for the "Rancon 51 Residential Project," as more particularly described herein, in order to create an environment in which the Owner may be certain of, and vested with, its rights to develop the Property.

C. The terms and conditions of this Agreement have been found to be fair, just, and reasonable after extensive review by City Staff, the Planning Commission, and City Council and the Agreement described as follows:

(1) On February 24, 2004, the Riverside County Board of Supervisors considered, at a duly noticed public hearing, and voted to approve, introduce and/or adopt the following land use entitlements and documents:

a. Mitigated Negative Declaration for the Rancon 51 Residential Project (EA No. 39102);
b. Change of Zone No. 6823 from R-R (Rural Residential) to R-1 (one-Family Dwelling); and
c. Tentative Tract Map No. 31479 to subdivide 15.5 acres into 51 lots for single family residential development.

(2) On October 2, 2013, the Planning Commission considered, at a duly noticed public hearing, and voted to recommend to the City Council approval of this Development Agreement as reflected in PC Resolution No. 13-21.

(3) On December 11, 2013, the City Council introduced and had the first reading of this Development Agreement by Ordinance No. ___.

(4) On January 22, 2014 the City Council considered and approved this Development Agreement, after a 2nd reading of Ordinance No. ___.

D. In adopting this Agreement, City understands that Owner will acquire certain vested rights regarding development of the Rancon 51 Residential Project on the Property and that this Agreement will bind future City Councils to its terms to the extent allowed by law.

E. City acknowledges the benefit the Rancon 51 Residential Project will provide to the community and desires to encourage the undertaking and completion of the Rancon 51 Residential Project and to provide a greater level of development certainty for the Owner by entering into this Agreement.

F. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, *et seq*. ("CEQA")), a mitigated negative declaration was prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract 31479 and a notice of determination was filed. On October 2, 2013, the City of Wildomar Planning Commission, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the Developer's application for this Agreement. On December 11, 2013, the City Council, after providing the public notice required by law, held a public hearing to consider the Developer's application for this Agreement. The Planning Commission and the City Council have found this Agreement does not change in any way the design or project features evaluated in the mitigated negative declaration prepared for Tentative Tract Map No. 31479. Further, while the City of Wildomar has incorporated since the original approval of the Tentative Tract Map, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map No. 31479 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect this map since then. As there have been no changes in the project, no changes in the circumstances under which the Project will be undertaken, and no new information has come to light regarding new or significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162. The Planning Commission and the City Council have found on the basis of substantial evidence that this Agreement is consistent with the General Plan and all other applicable policy plans of the City.

G. City finds and determines that it will be in the best interests of its citizens and the public health, safety and welfare will be served by entering into this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above Recitals and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the meaning set forth below:

1.1 ***"Action"*** shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument.

1.2 ***"City"*** shall mean the City of Wildomar, a general law, municipal corporation formed and existing under the laws of the State of California and any successor-in-interest to the rights, obligations, and powers of the City.

1.3 ***"Claim or Litigation"*** shall mean any challenge by any third party (whether legal, equitable, declaratory, administrative or adjudicatory in nature) (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals or other actions of the City pertaining to he Project, whether such actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction, or (ii) seeking damages against the City as a consequence of the foregoing actions, for the taking or diminution in value of their property or for any other reason.

1.4 ***"County"*** shall mean the County of Riverside.

1.5 ***"Development Costs"*** shall mean all the costs and expenses which must necessarily be incurred in the design, development, construction and completion of the Rancon 51 Residential Project, including but not limited to: predevelopment costs; Owner's overhead and related costs; design and engineering costs; development costs; construction costs; fees payable to accountants, appraisers, architects, attorneys, biologists, construction managers, engineers, geologists, hydrologists, inspectors, planners, testing facilities, and other consultants; utility connection fees and other utility related charges; costs relating to financing including principal, interest, points, fees and other lender charges; escrow fees and closing costs; recording fees; court costs; costs relating to insurance; costs relating to title insurance; costs relating to bonds; and all other costs and expenses of Owner related to the performance of this Agreement.

1.6 ***"Development Exaction"*** shall mean any requirement of the City in connection with or pursuant to any Land Use Regulation or Existing Development

Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests, consistent with this Agreement.

1.7 ***"Development Impact Fees"*** shall mean those development impact fees imposed, levied and effective as of December 31, 2013 by the City to recover the cost of planned public facilities and to mitigate impacts of projects on the City as follows:

Streets/Signals
Police Facilities
Fire Protection
Regional Parks
Community Centers
Public Facilities
Regional MP Trails
Library Books
Fee Program Admin.
Drainage

1.8 ***"Effective Date"*** shall mean the date upon which the Ordinance approving this Agreement becomes effective, which date is thirty (30) days following the date the City Council adopted such Ordinance at a second reading absent a referendum challenge.

1.9 ***"Existing Development Approval(s)"*** shall mean those certain land use development permits and approvals issued, approved, and/or certified by the Riverside County Board of Supervisors as specified in Recital D, but also including any land use or building permits and approvals issues, approved, and/or certified as of the Effective Date of this Agreement by the City Council, City's Planning Commission, Planning Director or Building Official for the Rancon 51 Residential Project

1.10 ***"Existing Land Use Regulation"*** shall mean a Land Use Regulation existing, effective, and made a matter of public record as of the Effective Date of this Agreement.

1.11 ***"General Plan"*** means the City's General Plan as of the date of this Agreement, as amended.

1.12 ***"Implementing Approvals"*** shall mean those procedures, reviews, permits and approvals that are ministerial in nature and necessary to implement the Existing Development Approvals and this Agreement, including, but not limited to grading plan check, grading permits, building plan check, building permits, encroachment permits, sign review, sign permits, landscape plan review, engineering plan check, and encroachment permits; provided, however, any City actions taken in connection with such Implementing Approvals shall be consistent with the Existing Development Approvals and the Existing Land Use Regulations.

1.13 ***"Land Use Regulations"*** shall mean all ordinances, resolutions, codes, rules, regulations, and official policies of City, governing the development and use of land

including without limitation, the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; the provisions for reservation or dedication of land for public purposes; and the design, improvement, and construction standards and specifications applicable to the development of the Property which have been adopted and are effective and are a matter of public record as of the Effective Date of this Agreement. "Land Use Regulations" does not include any County or City ordinance, resolution, code, rule, regulation, or official policy, governing:

(a) The licensing or regulation of businesses, professions, and occupations;

(b) Sales taxes, ad valorem property taxes, or voter approved general or special taxes and assessments;

(c) The control and abatement of nuisances;

(d) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; and/or

(e) The exercise of the power of eminent domain.

1.14 ***"Litigation Expenses"*** shall mean all costs and expenses, to the extent such are reasonable in amount, that are actually and necessarily incurred in good faith by the Prevailing Party directly related to the Action, including, but not related to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other cost or expense reasonably and necessarily incurred by the prevailing party in good faith and directly related to the Action. Where attorneys' fees are to be paid by Owner to the City's law firm on behalf of, or in defense of, City, the rate to be paid shall be the full litigation rate charged by the City's law firm to the City in accord with the City's contract with that law firm.

1.15 ***"Owner"*** shall mean Rancon Equity Partners III, LLC, a California Corporation having its principal place of business at 41391 Kalmia Street, Suite 200, Murrieta, CA 92562, and who is authorized to conduct business, and is doing business, within California. As of the Effective Date of this Agreement, Owner owns fee title to the Property. The term "Owner" shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Owner under this Agreement, and any successor-in-interest to Owner having a legal and/or equitable interest in the Property.

1.16 ***"Rancon 51 Residential Project"*** shall mean that certain residential development consisting of the subdivision of 15.5 acres which would permit the development of 51 single family residential dwelling units, as permitted under, and as more fully described, in the Existing Development Approvals.

1.17 ***"Property"*** shall mean a certain Tract of real property located in the City of Wildomar, within the County of Riverside, State of California, as more particularly

described in the legal description in Exhibit 1 and depicted in Exhibit 2 (Reduced TM Exhibit) both of which are attached hereto and incorporated herein by this reference.

1.18 ***"Public Improvement"*** shall mean those public improvements, including but not limited to, streets, street lights, traffic signals, curbs, gutters, sidewalks, parkway landscaping, irrigation systems, storm drains, sewers, and other public facilities directly related to the Rancon 51 Residential Project and required to be constructed and installed in the existing public rights-of-way and/or on areas of common interest to be dedicated to the City by Owner as specifically required under the Existing Development Approvals.

1.19 ***"Regional Fees"*** shall mean fees and charges imposed or levied by any other public agency, regional agency, utility, district or joint powers authority, regardless of whether City collects those fees and charges, including, but not limited to, Transportation Uniform Mitigation Fee (TUMF), Multiple Species Habitat Conservation Plan (MSHCP), ADP and K-Rat.

1.20 ***"Subsequent Development Approvals"*** shall mean any land use development permit and/or approval obtained after the Effective Date of this Agreement that substantially modifies the Rancon 51 Residential Project as provided for under the Existing Development Approvals, or that seeks to, or will have the legal effect of, substantially amending any one or more of the Existing Development Approvals, or this Agreement.

1.21 ***"Subsequent Land Use Regulation"*** shall mean any Land Use Regulation adopted, effective, and made a matter of public record after the Effective Date of this Agreement.

2. SCOPE OF DEVELOPMENT

2.1 **Scope of Development**. During the Term of this Agreement, Owner shall be entitled to, and vested with the right to, develop Rancon 51 Residential Project on the Property, subject to the terms and conditions of this Agreement and in accordance with the following provisions under this Section 2.0.

2.2 **Term**. The term of this Agreement shall commence on the Effective Date and shall be for an initial period of five (5) years. This Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Agreement.

2.3 **Maximum Density (Intensity of Use)**. The maximum density of structures permitted on the Property shall be as set forth in Existing Development Approvals for the specified planning areas.

2.4 **Maximum Building Height**. The maximum height of any building or other structure on the Property shall be as set forth in the Existing Development Approvals.

2.5 **Maximum Building Size**. The maximum size of any building or other structure on the Property shall be consistent with the maximum lot coverage standards as permitted under the Existing Development Approvals

2.6 **Development Costs**. Owner shall be solely responsible for payment of all Development Costs incurred in connection with developing Rancon 51 Residential Project on the Property.

2.7 **Dedication of Rights-of-Way for Public Improvements**. Owner shall give and dedicate such rights-of-way, easements, agreements, licenses, and other grants of rights ("Dedications") to the City as are reasonably required to accomplish the survey, design, construction, inspection, testing, operation, maintenance and repair of the Public Improvements. It is understood, acknowledged, and agreed by Owner that such Dedications may include, but are not limited to, fee parcels, and permanent or temporary rights-of-way or easements for public purposes (including street and utility use, slope, drainage, maintenance, construction, entry and/or access, and encroachment permits). Owner agrees that the making of such Dedications are part of the consideration provided by Owner for this Agreement, that Owner shall not seek, nor have a right to seek, any compensation from City for such Dedications, and that Owner shall not pursue any legal action for compensation, including inverse condemnation or eminent domain, with regard to such Dedications.

2.7.1 Flood Control Improvements. Notwithstanding the foregoing, Owner and City acknowledge that the certain improvements as required by the adopted Conditions of Approval for TTM No. 31479 are subject to the jurisdiction of the Riverside County Flood Control District (RCFCD). Accordingly, upon completion of such improvements, Owner shall make an irrevocable offer of dedication of such flood control improvements to RCFCD. If RCFCD fails to accept such irrevocable offer of dedication within six months of the date of such offer, City agrees that it will accept an irrevocable offer of dedication from Owner of such flood control improvements.

2.8 **Schedule of Performance**. Owner shall, in good faith, use commercially reasonable efforts to undertake, commence, and thereafter diligently pursue to completion, the development of the Rancon 51 Residential Project subject to the following provisions:

2.8.1 Timing of Development. The parties acknowledge that Owner cannot at this time specifically predict when, or the rate at which, the Rancon 51 Residential Project will be constructed and completed. Such decisions depend upon numerous factors, which are not within the control of Owner, such as market orientation and demand, availability of financing, interest rates, absorption, competition, and other similar market factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties, it is the intent of City and Owner to cure any possible deficiency in this Agreement arising from the same legal infirmity, by acknowledging and providing that the Owner shall have the right to develop Rancon 51 Residential Project on the Property in such order, at such rate, and at such times during

the Term of the Agreement, as the Owner deems appropriate within the exercise of its independent business judgment.

2.8.2 Schedule Does Not Limit Development. The timing of development provided in this Section shall not limit Owner's right to commence and complete all of Rancon 51 Residential Project in such order and in such phases as Owner determines to be commercially reasonable.

2.9 Owner's Representations and Warranties. Owner represents and warrants that, to the best of its knowledge, the following are accurate and true as of the Effective Date of this Agreement:

2.9.1 Title and Possession. Owner owns fee title to the Property and is the sole person in legal possession of the Property. All other persons holding legal or equitable interests in the Property shall be bound by this Agreement.

2.9.2 No Legal Actions. No Action to acquire, partition, or quiet title or any interest in the Property, or any Action that is reasonably likely to impair, encumber, or otherwise adversely impact title to the Property or Owner's rights, title, or interest to or in the Property is pending or otherwise imminent (including written threats to commence such Action), and to the best of Owner's knowledge there are no facts upon which a third party could reasonable base, maintain, or threaten such an Action.

2.9.3 No Legal Impediments to Agreement. No contract, lease, or other agreement, whether recorded or unrecorded, bars, prohibits, limits or otherwise impairs Owner's ability to enter into this Agreement and to encumber the Property with this Agreement.

2.10 Cooperation. City agrees that it shall accept for processing and promptly take action on all applications for Implementing Approvals, provided they are in a proper form and acceptable for required processing in accordance with the Existing Development Approvals and the provisions of this Agreement.

3. PUBLIC BENEFITS & IMPROVEMENTS

3.1 Public Benefit. The parties acknowledge and agree that this Agreement confers private benefits on the Owner that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on the Owner by imposition of the Development Agreement Fee set forth in Section 3.3 hereof. City acknowledges, as partial consideration for this Agreement, the Development Agreement Fee will be payable by Owner as provided in section 3.3 hereof which fee will be utilized to further mitigate the impact of the Rancon 51 Residential Project.

3.2 Public Improvements. Owner shall, at its sole cost and expense, unless expressly provided to the contrary herein, design, install, and construct the following Public Improvements relating to Rancon 51 Residential Project:

3.2.1 On & Off-Site Improvements. Owner shall design, install and construct all on-site, off-site, and Public Improvements for Rancon 51 Residential Project as specifically required under the Existing Development Approvals.

3.3 **Development Agreement Fee**. Owner shall pay to City a Development Agreement Fee equal to $500.00 per residential dwelling unit constructed on the Property (totaling $25,500.00 for 51 lots). The Development Agreement Fee shall be payable at the time of issuance of each Certificate of Occupancy for any such housing unit within the Rancon 51 Residential Project.

3.4 **Compliance with Prevailing Wage Law**.

3.4.1 No Monetary Assistance to Project. The parties acknowledge that this Agreement does not, and is not intended to, vest the Owner with any right to obtain monetary assistance from the City for design, construction or installation of any part of the Project. The Project is a privately funded, privately constructed project which the parties understand, based on existing law, decisions of the California courts, and public works determinations of the Director of the Department of Industrial Relations, is not a "public work" within the meaning of Labor Code Section 1720 and is not subject to payment of prevailing wages or other compliance with the Prevailing Wage Laws (Labor Code Section 1720 et seq.).

3.4.2 Prevailing Wage Indemnification. Owner, for itself and its contractors, hereby expressly agrees that City has satisfied its obligations under the Prevailing Wage Laws (Labor Code Section 1720 et seq.) to identify projects as being subject to the Prevailing Wage Laws and any other obligations imposed upon the City under Labor Code Sections 1726 and/or 1781 that are owed to or may be actionable by Owner and its contractors. Furthermore, Owner, for itself and its contractors hereby expressly waives any right of action against the City created under Labor Code Sections 1726 and/or 1781, whether known, or unknown, foreseen or unforeseen relating to the Project and/or any Public Improvement. Owner hereby agrees and covenants to require this express waiver in all construction contracts undertaken for the development of the Project. Further, Owner expressly agrees to, and shall, indemnify, defend, release, and hold the City, and its respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, and lien, which arises out of, or are in any way related to or imposed upon the City under Labor Code Sections 1720 et seq. that the Project and/or any Public Improvement is subject to the Prevailing Wage Laws and that payment of Prevailing Wages are owed to or may be actionable by Owner and its contractors and/or sub-contractors. The Parties expressly agree that the obligations of Owner under this Section shall survive the expiration or early termination of the Agreement. City shall cooperate with Owner in any claim raised against either that is within the scope of this indemnification.

3.5 **Inclusion into City-wide CFD**. Subject to the provisions of this Section, Owner agrees that prior to the approval of a Final Map for the Property, the City may include the Property in a CFD that is authorized to finance certain City public services costs through the levy of an annual special tax on assessor's parcels of developed property in an amount not to exceed $590 per dwelling unit, subject to adjustment each July 1, commencing July 1, 2013, by the percentage change in the Index for the twelve-

month period ending the prior May 31, not to exceed 2% for maintenance services and 5% for emergency services (police, fire, administration/general services). Such special taxes shall be authorized to be levied in perpetuity. Owner hereby agrees to annexation of the Property into a CFD and to the annual levy of assessments.

4. OPERATION AND MAINTENANCE

4.1 **Operation**. Owner, and its successors and assigns, shall operate and manage Rancon 51 Residential Project, or cause Rancon 51 Residential Project to be operated and managed, in a commercially reasonable manner using best management practices.

4.2 **Maintenance**. At all times while Owner retains ownership of any parcel comprising the Property, Owner shall keep and maintain that portion of the Property in a clean, safe, and sanitary condition free from debris, graffiti and waste materials and in good order and repair, except that construction materials and debris may be allowed to accumulate, to the extent reasonable in areas in which construction is currently on-going.

4.3 **Effect and Duration of Covenants**. The covenants established in this Agreement shall, without regard to technical classification and designation, burden the Property and run with the land, and shall be binding upon Owner and its successors and assigns and any person claiming an interest in the Property by or through them. The covenants are for the benefit and in favor of Owner, Rancon 51 Residential Project, and the City. The City shall have the right, but not the obligation, to enforce any or all of the covenants provided herein. Each of the covenants shall be binding and valid for the duration of the Term of this Agreement and upon the expiration of the Term shall cease to be binding and be of no further force or effect without any action required by either party.

4.4 **Covenants Do Not Bar Subdivision**. The requirements of this Section 4.0 do not, and shall not be construed to, prohibit Owner from subsequently subdividing the Property and/or selling the individual parcels. However, each such parcel created and sold shall be conveyed subject to covenants incorporating each of the obligations set forth in this Section 4.0.

5. VESTING AND RESERVATION OF AUTHORITY

5.1 **Vested Right to Develop**. Subject to the terms, conditions, and covenants of this Agreement, Owner shall have a vested right to develop Rancon 51 Residential Project on the Property in accordance with, and to the extent permitted in, the Existing Development Approvals, Existing Land Use Regulations, and this Agreement. The parties acknowledge and agree that the City is restricted in its authority to limit the exercises of its policy power by contract. As such, the parties agree that this Section adequately reserves to the City all of its respective police power while providing the Owner, to the fullest extent allowed under the Development Agreement Legislation and interpreting decisions of courts of competent jurisdiction, vested rights to develop Rancon 51 Residential Project. Subject to the foregoing, and to the maximum extent permitted under the law, this Agreement is intended to, and shall, bind future City Councils to its terms.

5.2 **Changes in Applicable Rules**. Any change in, or addition to, the Existing Land Use Regulations, including without limitation, any change in any applicable City

general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, Planning Commission or any other Board, Commission or Department of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict or be inconsistent with in any way the Existing Land Use Rules or the Existing Land Use Approvals or this Agreement, shall not be applied to the Rancon 51 Residential Project, subject to the Reservation of Authority set forth in section 5.4 hereof. Financial considerations shall not be considered to be "public health and safety" issues. Any other change or addition to the Existing Land Use Rules or the Existing Land Use Approvals that would delay construction of the Rancon 51 Residential Project or subject processing of the Rancon 51 Residential Project to additional procedures or studies shall be deemed inconsistent with this Agreement.

5.3 Effect of Agreement.

5.3.1 Applicable Land Use Regulations. Except as may otherwise be expressly provided to the contrary in this Agreement, pursuant to Government Code § 65865.4 and § 65866, the rules, regulations, and official policies governing development of the Property and construction of on-site and off-site improvements in connection therewith, including but not limited to the maximum density and intensity of use, the maximum height and size of proposed buildings, the design, improvement and construction standards and specifications applicable to Rancon 51 Residential Project, and provisions for reservation and dedication of land for public purposes, shall be those set forth in the Existing Development Approvals, Existing Land Use Regulations, and this Agreement. As such, this Agreement shall remain enforceable by either party notwithstanding any subsequent change in the Land Use Regulations, including, but not limited to, the City's General Plan, Zoning Ordinance, Subdivision Ordinance, development standards or guidelines. However, development of Rancon 51 Residential Project shall be subject to the Implementing Approvals and Subsequent Development Approvals, if any, as provided for below.

5.3.2 Applicable Development Exactions. Except as may otherwise be expressly provided to the contrary in this Agreement, Owner shall only be required to comply with those Development Exactions for the development of Rancon 51 Residential Project, including Development Impact Fees, as are required and imposed under the Existing Development Approvals and the Existing Land Use Regulations, except for School Fees (Government Code § 69570 et seq.) and other fees imposed by governmental entities other than the City having jurisdiction over the Property or Rancon 51 Residential Project, in the amount and to the extent applicable as existing, approved, effective, and made a matter of public record as of the Effective Date of the Agreement. Owner shall be required to pay all Regional Fees for development of Rancon 51 Residential Project.

5.3.3 Moratoria. It is the intention of the parties in adopting this Agreement that no moratorium, whether enacted by initiative or otherwise, affecting any subject matter arising from or related to the subject matter of this Agreement, shall apply

to the development of Rancon 51 Residential Project. Further, it is specifically the intent of the parties that the schedule or rate of development shall be determined as provided in Section 2.8 [Schedule of Performance] of this Agreement and shall not be affected by any initiative measure establishing growth control and that the rule of Pardee Construction Company v. City of Camarillo (1984) 37 Cal. 3d 465, shall have no effect on Owner's discretion to schedule the rate of development.

5.4 **Reservation of Authority**. Notwithstanding any other provision of this Agreement, the City reserves its authority to impose any of the following rules, policies, regulations, ordinances, or requirements on development of the Rancon 51 Residential Project:

5.4.1 Filing and Processing Fees. Notwithstanding Section 5.3.2. [Applicable Development Exactions], Owner shall pay all customary and typical filing and permit processing fees imposed for Implementing Approvals and Subsequent Development Approvals as required under ordinances and resolutions then in effect.

5.4.2 Procedural Requirements. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

5.4.3 Taxes of General Applicability. Any law, ordinance, or resolution that imposes a general or special tax of general applicability to be applied uniformly to business and/or development in the City, whether such tax is for licensing or other purposes.

5.4.4 Uniform Codes. This Agreement does not prevent the City from adopting and amending in compliance with State law certain uniform codes or uniform standards which are based on recommendations of a multi-state professional organization and which become applicable throughout the City -- including the Rancon 51 Residential Project and the Property subject to this Agreement. Such Uniform Codes include, but are not limited to, the Uniform Building Code, Uniform Mechanical Code, National Electrical Code, Uniform Fire Code, and uniform standards for the construction of public works.

5.4.5 Health & Safety Regulations. Nothing in Section 5.3 [Effect of Agreement] or otherwise in this Agreement shall prevent the City from applying to the development of the Rancon 51 Residential Project on the Property, or the subsequent use of the Property, any ordinances, rules, regulations, policies, or procedures ("Laws"), the primary purpose of which is to protect health, safety, and welfare, or the primary purpose of which is the general regulation of business activity within the City. These matters may include, but are not limited to: (i) Laws regarding the abatement of public nuisances; (ii) Laws regulating hazardous materials, trash and related rubbish and solid waste, weeds, dust, graffiti, and inoperative vehicles; (iii) Laws regarding emergency situations including fires, floods, earthquakes, and other natural disasters; (iv) Laws prohibiting criminal acts; (v) Laws regulating the keeping and use of animals; (vi) Laws regulating prurient interests including the regulations of adult businesses and activities, smoking, and the sale and consumption of alcoholic beverages; (vii) Laws regulating the conduct of business within the City including the requirement to obtain a business license; and; (viii) building, plumbing, electrical, mechanical, fire, dangerous buildings, and similar uniform codes

adopted by the City. In the event Owner contests the application of such Health & Safety Regulations to development of Rancon 51 Residential Project or the Property as being in conflict with any of the Existing Development Approvals, or as impairing or prohibiting Owner's ability to develop the Rancon 51 Residential Project as contemplated in this Agreement, then Owner shall so notify the City in writing, in which event City shall not impose such regulation unless and until the City adopts a finding that imposition of the regulation is reasonably necessary to correct or avoid a condition generally injurious or detrimental to the public health, safety or welfare. These findings shall be based upon substantial evidence in the record from a hearing conducted by the City Council.

5.4.6 Modification or Suspension by State or Federal Law. Pursuant to Government Code § 65869.5, in the event that any State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations but shall be modified in a manner that minimizes the cost of such modification to Owner, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

5.4.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies.

5.4.8 City's DIF Storm Drain Fee. Owner agrees to pay the City's DIF Storm Drain Fee at the current rate at the time of the issuance of each Certificate of Occupancy for each dwelling unit.

5.5 Subsequent Approvals. The parties contemplate that development of the Rancon 51 Residential Project may require Owner to obtain certain Implementing Approvals and that Owner may find it necessary to seek certain Subsequent Development Approvals from the City for Rancon 51 Residential Project. Such approvals shall be governed by the following:

5.5.1 Implementing Approvals. The parties acknowledge and agree that Owner shall need certain Implementing Approvals, such as grading and building permits, to undertake and complete the Rancon 51 Residential Project as contemplated under the Existing Development Approvals and this Agreement. These Implementing Approvals are to be of a ministerial or only limited discretionary nature and shall not cause a substantial or significant change in the Rancon 51 Residential Project or in any Existing Development Approval. A minor change to the Rancon 51 Residential Project or the Existing Development Approvals may be made through an Implementing Approval and shall not require amendment of this Agreement. Implementing Approvals shall be subject to Section 5.3. [Effect of Agreement] and no Subsequent Land Use Regulation or Dedication Exaction not imposed under the Existing Development Approvals or Existing Land Use Regulations shall be imposed as a condition of approval on an Implementing Approval.

5.5.2 Subsequent Development Approvals. The parties acknowledge and agree that Owner may need to seek Subsequent Development Approvals in response to changed market conditions, unknown site conditions, or other conditions over which Owner has no reasonable control. Subsequent Development Approvals are anticipated to be major discretionary approvals that are adjudicatory or legislative in nature, the granting of which would cause a substantial or significant change in the Rancon 51 Residential Project and/or the Existing Development Approvals. The parties agree that any application which, if approved, would have any of the following effects, impacts, or characteristics, is to be considered a Subsequent Development Approval:

(a) Substantially alter the permitted uses of the Property;

(b) Increase the density or intensity of use of the Property by more than ten percent (10%);

(c) Increase the maximum height and size of permitted building by more than ten percent (10%);

(d) Delete a requirement for the reservation or dedication of any substantial amount of land for public purposes within the Property;

(e) Constitute a project requiring a subsequent or a supplemental environmental review.

Although this Agreement shall not prohibit the processing or approval of Subsequent Development Approvals, the parties agree that such approvals will require amendment of this Agreement in accordance with Section 5.6 [Changes and Amendments].

5.6 Changes and Amendments. Substantial changes to the Rancon 51 Residential Project or the Existing Development Approvals and amendments of this Agreement shall be subject to the following:

5.6.1 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by mutual consent of the parties and in the manner provided for in Government Code Sections 65868, 65867, and 65867.5. The provisions of this Section do not impact the right of the City to terminate this Agreement because of Owner's breach or failure to comply in good faith with the requirements of this Agreement.

5.6.2 Review by City Council. Any amendment to this Agreement shall require review and approval by the City Council. The City agrees to not unreasonably disapprove an amendment requested by Owner provided the amendment is: (i) related to a Subsequent Development Approval that is necessary to effectuate the purpose of this Agreement in response to changed market conditions, unknown site conditions, or other conditions over which Owner has no reasonable control; (ii) is necessary to correct an inconsistency or inaccuracy in the Agreement; or (iii) the proposed change and amendment is appropriate and mutually desirable. If approved, any such amendment shall be incorporated herein.

5.7 **Waiver of Challenges**. In exchange for the vested right to develop pursuant to this Agreement, Owner expressly waives for himself and for any successor thereto, the right to challenge or contest the validity of any condition of approval attached to any entitlement which is a part of the Existing Development Approvals.

6. ASSIGNMENT AND RIGHTS OF HOLDERS

6.1 Assignment.

6.1.1 Right to Assign. The Owner shall have the right to sell, transfer, or assign the Property in whole or in part, provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq., to any person, partnership, joint venture, firm, or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the rights, duties, and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

6.1.1.1 No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Property, Owner agrees to provide specific notice of this Agreement, including the record or document number, where a true and correct copy of this Agreement may be obtained from the County Clerk/County Recorder of the County of Riverside, in any grant deed or other document purporting to transfer the title or an interest in the Property during the term of Agreement or any extension thereof, except as provided in Section 6.1.4 hereof.

6.1.1.2 Within thirty (30) calendar days prior to any such sale, transfer, or assignment, Owner shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with an executed agreement, in a form reasonably acceptable to the City Attorney, by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of the owner under this Agreement.

6.1.1.3 Any sale, transfer, or assignment not made in compliance with the foregoing conditions shall constitute default by the Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee (the “Assignee”) to execute the agreement required by Paragraph (b) of this Subsection, the burdens of this Agreement shall be binding upon the Assignee, but the benefits of this Agreement shall not inure to the Assignee until and unless such Agreement is executed.

6.1.2 Release of Transferring Owner. Notwithstanding any sale, transfer, or assignment, a transferring Owner shall continue to be obligated under this Agreement unless such transferring Owner is given a release in writing by City, which release shall be provided by City upon the full satisfaction by such transferring Owner of the following conditions:

6.1.2.1 The Owner no longer has a legal interest in all or any part of the Property sold, transferred or assigned except as a beneficiary under a deed of trust.

6.1.2.2 The Owner is not then in default under this Agreement.

6.1.2.3 The Owner or Assignee has provided City with the notice and executed agreement required under Paragraph (b) of Subsection 6.1.1 above.

6.1.3 Subsequent Assignment. Any subsequent sale, transfer, or assignment after an initial sale, transfer, or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

6.1.4 Conveyance of Lots. Notwithstanding the forgoing provisions of this Section 6, if Owner conveys a subdivided lot to any person intending to use such lot for residential purposes, such conveyance shall be free and clear of this Agreement and the grantee of such lots shall have no obligations hereunder.

6.2 Rights of Mortgagees.

6.2.1 Mortgagee Protection. Neither entering into this Agreement nor committing a Default under this Agreement shall defeat, render invalid, diminish, affect the priority or impair the lien of Mortgagees having a Mortgage on any portion of the Property made in good faith and for value. No Mortgagee shall have an obligation or duty under this Agreement to perform Owner's obligations, or to guarantee such performance prior to any foreclosure or deed in lieu of foreclosure, but upon acquiring the right to possession pursuant to a Mortgage on the Property or any portion thereof, the Mortgagee shall be subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, Mortgagee shall have no obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion thereof; provided, however, that Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those improvements provided for or authorized by this Agreement. The term of this Agreement shall not be extended based on the fact that a Mortgagee held title to the Property for all or any part of the term of this Agreement.

6.3 Notice of Default to Mortgagee; Right to Cure.

6.3.1 If the City Clerk timely receives notice from a Mortgagee requesting a copy of any Notice of Default given to Owner under the terms of the Agreement, the City shall provide a copy of that notice to the Mortgagee concurrently with sending the Notice of Default to Owner. City shall have no liability for damages or otherwise to Owner, Owner's successor, or to any Mortgagee or successor therefor for failure to provide such notice.

6.3.2 The Mortgagee shall have the right, but not the obligation, for a period up to ninety (90) days after the receipt of such notice from the City to cure or remedy, or to commence to cure or remedy, the Default unless a further extension of time to cure is granted in writing by the City. However, a Mortgagee, to avail itself of the rights provided by this Section, must notify the City in writing of its intent to attempt to remedy or cure within forty-five (45) days of the date of the Notice of Default from City to Mortgagee. A failure by a Mortgagee to provide such timely notice to City shall extinguish the rights and protections provided by this Section. If the Default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continually through foreclosure, a receiver,

or otherwise, and shall thereafter remedy or cure the Default within ninety (90) days after obtaining possession. If the Default cannot, with diligence, be remedied or cured within this ninety (90) day period, then the Mortgagee shall have such additional time as the City Council determines is reasonably necessary to remedy or cure the Default, if the Mortgagee commences cure during the ninety (90) day period and thereafter diligently pursues and completes the cure.

6.3.3 Such diligence by the Mortgagee on effectuating such cure shall be reviewed by the City Council every thirty (30) days thereafter until any and all Defaults are cured. If at any such review, the City Council determines that the Mortgagee is not making good faith efforts to cure any and all Defaults, the City Council shall have the authority to terminate this Agreement.

6.4 **Cure by Mortgagee**. In the event any obligation of Owner is for the payment of money or fees, other than standard permit or processing fees, and a Default is declared by City based upon such failure to pay, a Mortgagee may be granted an extended time to remedy or cure until such time as Mortgagee obtains possession of the Property; provided, Mortgagee agrees that any money due City which remains unpaid shall bear the higher of the legal rate of interest or the Consumer Price Index as the measure of inflation.

6.5 **Mortgagee Rights**. The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with the Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Owner shall reimburse City for any and all of City's reasonable costs associated with said negotiations, interpretations, and modifications and shall make reimbursement payments to City within thirty (30) days or receipt of an invoice from City.

Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law or specified herein.

7. INDEMNITY, RELEASE & RESERVATION OF RIGHTS

7.1 **Participation in Litigation: Indemnity**. The Owner shall indemnify, protect and defend the City and its elected boards, commissions, officers, agents and employees (each, an “Agent”) and will hold and save them and each of them harmless from any and all Claims or Litigation (including but not limited to reasonable attorneys’ fees and costs) against the City and/or Agent for any such Claims or Litigation and shall be responsible for any judgment arising therefrom. The City shall provide the Owner with notice of the pendency of such action and shall request that the Owner defend such action. The Owner may select legal counsel providing the Owner’s defense and it is expressly agreed

that the City shall have the right to approve separate legal counsel providing the City's defense. The Owner shall reimburse City for any reasonable attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Owner agrees that City will forward monthly invoices to Owner for attorneys' fees, costs and expenses it has incurred related to its defense of any Claim or Litigation and Owner agrees to timely payment within thirty (30) days of receipt of the invoice. Owner agrees to post adequate security or a cash deposit with City in an amount to cover the City's estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be determined by the City. City shall cooperate with Owner in the defense of any Claim or Litigation. The Owner's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the Parties may mutually agree as to whether any appeal will be taken or defended. The Owner shall have the right, within the first 30 days of the service of the complaint or judgment in a trial court, in their sole and absolute discretion, to determine they do not want to defend any litigation, or appeal any judgment, attacking this Agreement or the Development Approvals in which case the City shall allow the Owner to settle the litigation on whatever terms the Owner determine, in their sole and absolute discretion, but Owner shall confer with City before acting and cannot bind City. In that event, the Owner shall be liable for any costs incurred by the City up to the date of settlement but shall have no further obligation to the City beyond the payment of those costs. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed.

7.2 **Survival of Indemnity Obligations**. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than the City's Default.

7.3 **Release**. Except for non-damage remedies, including the remedy of specific performance as provided for in Section 9.5 [Legal and Equitable Actions], Owner, for itself, its successors and assignees, hereby releases the City, its officers, agents, and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement.

8. PERIODIC REVIEW PROCEDURE

8.1 **Timing**. Pursuant to Government Code § 65865.1, City shall review this Owner's compliance with the terms, conditions, and covenants of this Agreement. Such review shall be undertaken at least once during every twelve (12) month period from the Effective Date of this Agreement. The Owner or successor shall reimburse City for the reasonable and necessary costs of this review, excluding cost incurred under Article 9.0 [Default and Enforcement], within thirty (30) days of written demand from City.

8.2 **Evidence for Annual Review**. Owner shall deliver to City within thirty (30) days of the date of receipt of a written request from City, evidence to demonstrate the

Owner's good faith compliance with the terms of this Agreement. The City shall bear no responsibility or obligation to research, investigate, or otherwise obtain evidence of Owner's good faith compliance with this Agreement. It shall be Owner's sole responsibility and obligation to provide evidence of its good faith compliance with this Agreement. Prior to making a determination, the City shall make available to the Owner any public staff reports and documents to be used or relied upon by City to determine Owner's good faith compliance with this Agreement. The Owner shall be permitted an opportunity to respond to the City's evaluation of its performance, either orally or at a public hearing or in a written statement. Such response shall be made to the Director or its designee for purposes of review of compliance with this Agreement.

8.3 **Certificate of Compliance**. With respect to each year for which an annual review of compliance with this Agreement is conducted, and for which the City has determined that Owner is in good faith compliance with this Agreement, the City, upon written request of the Owner, shall provide Owner with a written certificate of good-faith compliance, in recordable form, duly executed and acknowledged by the City. The Owner shall have the right, in the Owner's sole discretion, to record this notice of compliance.

9. DEFAULT AND ENFORCEMENT

9.1 **Default**. Either party's failure or unreasonable delay in performing any term, provision or covenant of this Agreement constitutes a Default of this Agreement. In the event of a Default, the injured party shall give written "Notice of Default" to the defaulting party, specifying the Default. If the defaulting party fails to cure the Default within forty-five (45) business days after receipt of a Notice of Default, or, if the Default is of a nature that cannot be cured within forty-five (45) business days, the defaulting party fails to commence to cure the Default within said forty-five (45) business days and thereafter diligently prosecute such cure to completion, then the defaulting party shall be liable to the injured party for any and all damages caused by such Default, unless otherwise provided for by this Agreement.

9.2 **Default by Owner**. Owner is in default under this Agreement upon the happening of one or more of the following events or conditions and failure to cure such default in accordance with Section 9.1 hereof:

9.2.1 If a warranty, representation, or statement made or furnished by Owner to City is false or proves to have been false in any material respect when it was made.

9.2.2 More than forty-five (45) days have passed since City's making of a written request to Owner for payment or reimbursement for a fee or service authorized or agreed to pursuant to this Agreement.

9.2.3 A finding and determination by City that upon the basis of information provided by Owner, and reviewed and investigated by City, the Owner has not complied in good faith with one or more of the material terms or conditions of this Agreement.

9.2.4 Owner failed to substantially comply with any material term, condition, or covenant of this Agreement, including failing to timely provide the evidence required under Section 8.2 of this Agreement.

9.3 **Default by City**. If City has failed to cure it's Default after notice and an opportunity to cure as provided in Section 9.1. [Default], Owner may pursue any legal or equitable remedy available to it under this Agreement without further notice to City, except as may be required under the law for service of summons and other legal papers. It is acknowledged by the parties that City would not have entered into this Agreement if City was to be subject to or liable for monetary damages under or with respect to this Agreement or the application thereof. Owner, for himself or any successor thereto, expressly waives the right to seek monetary damages against the City or any officer, employee, or agent thereof, for any default or breach of this Agreement. Owner covenants and agrees not to sue for or claim any damages -- including monetary damages -- for any purported breach of this Agreement by City.

9.4 **No Recovery for Monetary Damages**. As part of the bargained for consideration for this Agreement, the Parties agree that any action or proceeding to cure, correct or remedy any Default or to enforce any covenant or promise herein shall be limited solely and exclusively to those remedies expressly provided herein. City and Owner may institute legal or equitable proceedings to cure, correct or remedy any Default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties hereto. In no event shall Owner or City, or any of their officers, agents, representatives, officials, employees or insurers, be liable to Owner or City for damages for any breach or violation of this Agreement. The enforceability and validity of the above limitations on the remedies available to the Parties, including, without limitation, the specific provision prohibiting the recovery of damages, is part of the bargained for, negotiated consideration for the City's agreement to enter into this Agreement, and it is acknowledged that the City would not have entered this Agreement if it were to be liable in damages under this Agreement. In the event Owner seek or accept damages in any action or proceeding brought for breach or violation of this Agreement or to enforce any provision hereof, such award shall destroy the consideration supporting the City's agreement to enter into this Agreement, and shall, in turn, entitle the City to immediately impose whatever terms, conditions, ordinances, fees and/or exactions the City deems appropriate, and further shall entitle the City, at its option, to undertake to revoke any entitlements granted pursuant to this Agreement, irrespective of any provision to the contrary contained herein. Accordingly, the remedy of monetary damages is not available to any Party except as provided below.

9.5 For purposes of enforcement, stated positively, the Parties shall have the equitable remedies of specific performance, injunctive and declaratory relief, or a mandate or other action determining that the City has exceed its authority, and similar remedies, other than recovery of monetary damages, to enforce their rights under this Agreement. The Parties shall have the right to recover their attorney fees and costs in such action. In the event the Owner fails to perform any monetary obligation under this Agreement, City may sue for the payment of such sums to the extent due and payable. The Owner shall pay interest thereon at the lesser of: (i) five percent (5%) per annum, or (ii) the maximum

rate permitted by law, from and after the due date of the monetary obligation until payment is actually received by the City.

9.6 **Waiver**. Failure or delay in giving Notice of Default, or failing to commence a legal or equitable action as a result of the Default, shall not waive a Party's right to give future Notice of the same or any other Default.

9.7 **Legal and Equitable Actions**. In addition to any other rights and remedies, any party may institute a legal action to require the cure of any Default and to recover damages (except as otherwise provided herein) for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The following provisions shall apply to any such legal action:

9.7.1 Jurisdiction and Venue. Legal actions must be instituted and maintained in the Superior Court of the County of Riverside, Central Division, State of California, or in the United States District Court for the Central District of California. Owner specifically waives any rights provided to it pursuant to California Code of Civil Procedure § 394 or federal or state statutes or judicial decisions of like effect.

9.7.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

9.7.3 Litigation Expenses. In the event either party commences an Action against the other party which arises out of a Default of, breach of, failure to perform this Agreement or otherwise related to this Agreement, then the Prevailing Party in the Action shall be entitled to recover its Litigation Expenses from the other party in addition to whatever relief to which the prevailing party may be entitled. For the purposes of this Section, the term “Prevailing Party,” shall have the meaning ascribed in Code of Civil Procedure §1032(a)(4).

9.7.4 Specific Performance Remedy. Due to the elimination of damages as a remedy against City and to the size, nature, and scope of the Rancon 51 Residential Project, it will not be practical or possible to restore the Property to its pre-existing condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Owner has invested significant time and resources and performed extensive planning and processing of the Rancon 51 Residential Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Rancon 51 Residential Project in reliance upon the terms of this Agreement. It is not possible to determine the sum of money, which would adequately compensate Owner for such efforts. For the above reasons, the City and Owner agree that damages would not be an adequate remedy if the City fails to carry out its obligations under this Agreement. Therefore, no money damages are available against City, or any officer, employee, or agent thereof. Specific performance of this Agreement is necessary to compensate Owner if the City fails to carry out its obligations under this Agreement.

9.8 **Remedies are Cumulative**. The rights and remedies of the Parties are cumulative, and the exercise by a party of one or more of its rights or remedies shall not

preclude the exercise by it, at the same or different time, of any other rights or remedies for the same Default or any other Default by another Party.

9.9 **Termination by City**. City may terminate this Agreement, but City shall not terminate the Agreement without first holding a public hearing at which Owner may appear and be heard, for which Owner is given fifteen (15) days notice, and the decision by the City is supported by substantial evidence in the record, upon the occurrence of any of the following events:

9.9.1 Owner (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein in violation of this Agreement and fails to cure such default within the time set forth in Section 9.1 [Default] hereof;

9.9.2 Owner is otherwise in material Default of this Agreement and fails to cure such Default within the time set forth in Section 9.1 [Default] hereof. If, after the occurrence of any of the above-entitled events, City elects, in its sole discretion, to terminate this Agreement, then all rights of Owner and any person or entity claiming by or through Owner arising under this Agreement or with regard to the Rancon 51 Residential Project as may arise under this Agreement shall immediately cease and be terminated, except that any obligations of Owner to indemnify or reimburse City shall continue in full force and effect and City shall have all of the remedies to enforce a Default of this Agreement as may be provided hereunder and under the law.

10. GENERAL PROVISIONS

10.1 **Enforced Delays; Extension of Times**. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: litigation challenging the validity of this transaction or any element thereof or the right of either party to engage in the acts and transactions contemplated by this Agreement; inability to secure necessary labor materials or tools; delays of any contractor, sub-contractor or supplier; or withdrawal of financing not caused by any act or omission of Owner; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental agency or entity (other than the acts or failures to act of the City which shall not excuse performance by the City); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period or the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within forty-five (45) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and Owner.

10.2 **Binding Effect of Agreement**. The burdens of this Agreement bind and the benefits of the Agreement inure to the successors-in-interest to the parties to it in accordance with the provisions of and subject to the limitations of this Agreement.

10.3 Project as a Private Undertaking/Relationship of Parties. It is specifically understood and agreed by and between the parties hereto that the development of the Rancon 51 Residential Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between City and Owner is that of a government entity regulating the development of private property and the owner of such property.

10.4 No Prevailing Wage Statutes for On-Site Improvements. City and Owner do not intend for the terms of this Agreement to in any manner make construction of improvements within the Property, other than Public Improvements, to be subject to the provisions of the California Labor Code Section 1720 et seq. and/or the Davis-Bacon Act (collectively, the "Prevailing Wage Statutes"). If the Owner determines that any provision of this Agreement is interpreted, or may reasonably be interpreted, to make such construction subject to the Prevailing Wage Statutes, at Owner's option, Owner may elect to reform or delete such provision from this Agreement effective as of the Effective Date (so long as such reformation or deletion does not adversely affect the City) in order to cause such construction to no longer be subject to the Prevailing Wage Statutes.

10.5 Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by registered mail, postage prepaid to the person and address provided below. Delivery shall be presumed delivered upon actual receipt by personal delivery or within three (3) days following deposit thereof in United States Mail or within two (2) days of delivery by facsimile, provided that if notice is by facsimile, then a copy of the notice shall also be contemporaneously sent by regular mail, postage prepaid to the person and address provided below.

Notice required to be given to City shall be addressed as follows:

To City: City of Wildomar
Attn: Gary Nordquist, City Manager
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Facsimile: (951) 698-1463

With a copy to: City Attorney
Attn: Thomas D. Jex
2280 Market Street, Suite 300
Riverside, CA 92501
Facsimile: (951) 788-5785

Notices required to be given to Owner shall be addressed as follows:

To Owner: Rancon Equity Partners III, LLC
Attn: Frank Igo, Director
41931 Kalmia Street, Suite #200
Murrieta, CA 92562
Facsimile: 951-834-9801

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

10.6 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement. In the event Owner or Owner's successor requires supplemental or additional agreements for purposes of securing financing or similar purposes, City will endeavor to assist in this respect, provided, however, Owner or Owner's successor shall reimburse the City for any and all costs associated with processing, reviewing, negotiating, or acting on such agreements. Owner or Owner's successor agrees to reimburse City within thirty (30) days of written demand therefor.

10.7 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the City and Owner. No other parties or entities are intended to be, or shall be considered, a beneficiary of the performance of any of the parties' obligations under this Agreement.

10.8 Entire Agreement. This Agreement and the attachments hereto contain the complete, final, entire, and exclusive expression of the agreement between the parties hereto, and are intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto not expressly set forth in this Agreement shall be null and void.

10.9 Recitals and Definitions. The Recitals and Definitions set forth at the beginning of this Agreement are a substantive and integral part of this Agreement and are incorporated by reference in the Operative Provisions portion of this Agreement.

10.10 Integration. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

10.11 Processing of Entitlements. Owner shall pay to City all amounts currently due for any outstanding balance, if any, for services performed by the City or its contractors in the processing of any entitlements related to the Rancon 51 Residential Project or Property prior to the City's review and approval of a the 1st building permit.

10.12 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms. References to section numbers are to Sections of this Agreement unless expressly stated otherwise.

10.13 Interpretation. City and Owner acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and each represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction that provides that the ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to such extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the parties hereto.

10.14 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens) and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Government Code § 6700 and § 6701. If any act is to be done by a particular time during a day, that time shall be Pacific Standard Zone time

10.15 Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

10.16 Amendments to Agreement. Each Party agrees to consider reasonable requests for amendments to this Agreement which may be made by the other Party, lending institutions, bond counsel or financial consultants. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of City and Owner. On behalf of City, the City Manager shall have the authority to make minor amendments to this Agreement, including, but not limited to, the granting of extensions of time to Owner, on behalf of City so long as such actions do not materially change the Agreement or make a commitment of additional funds of City. All other changes, modifications, and amendments shall require the prior approval of City Council.

10.17 Administration. This Agreement shall be administered for the City by, and the City shall maintain authority over this Agreement through, the City Manager, or his/her designated representative, following approval of this Agreement by the City Council. The City Manager (or his/her designated representative) shall have the authority to issue interpretations and to make minor amendments to this Agreement on behalf of the City so long as such actions do not materially change the Agreement or make a commitment of additional funds of the City. All other changes, modifications, and amendments shall require the prior approval of the City Council.

10.18 Ceremonies. To ensure proper protocol and recognition of City, Owner shall cooperate with City staff in the organization or any Project-related groundbreakings, grand openings or any such inaugural events/ceremonies sponsored by Owner celebrating the development, which is the subject of this Agreement.

10.19 Authority to Execute. Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

10.20 Counterparts. This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

10.21 Effective Date. This Agreement shall not become effective until an adopting Ordinance has been formally approved by the City Council and thirty (30) days have elapsed and the Agreement has been executed by the appropriate authorities of City and Owner.

IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties hereto.

CITY:

CITY OF WILDOMAR

By: _____
Gary Nordquist
City Manager

ATTEST:

By: _____
Debbie A. Lee
City Clerk

APPROVED AS TO FORM:

By: _____
Thomas D. Jex
City Attorney

OWNER:

_____

By: _____

[NOTARY ACKNOWLEDGEMENT REQUIRED]

By: _____

[NOTARY ACKNOWLEDGEMENT REQUIRED]

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On _____, 20__, before me, _____, Notary Public (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Attachment 1 to Development Agreement

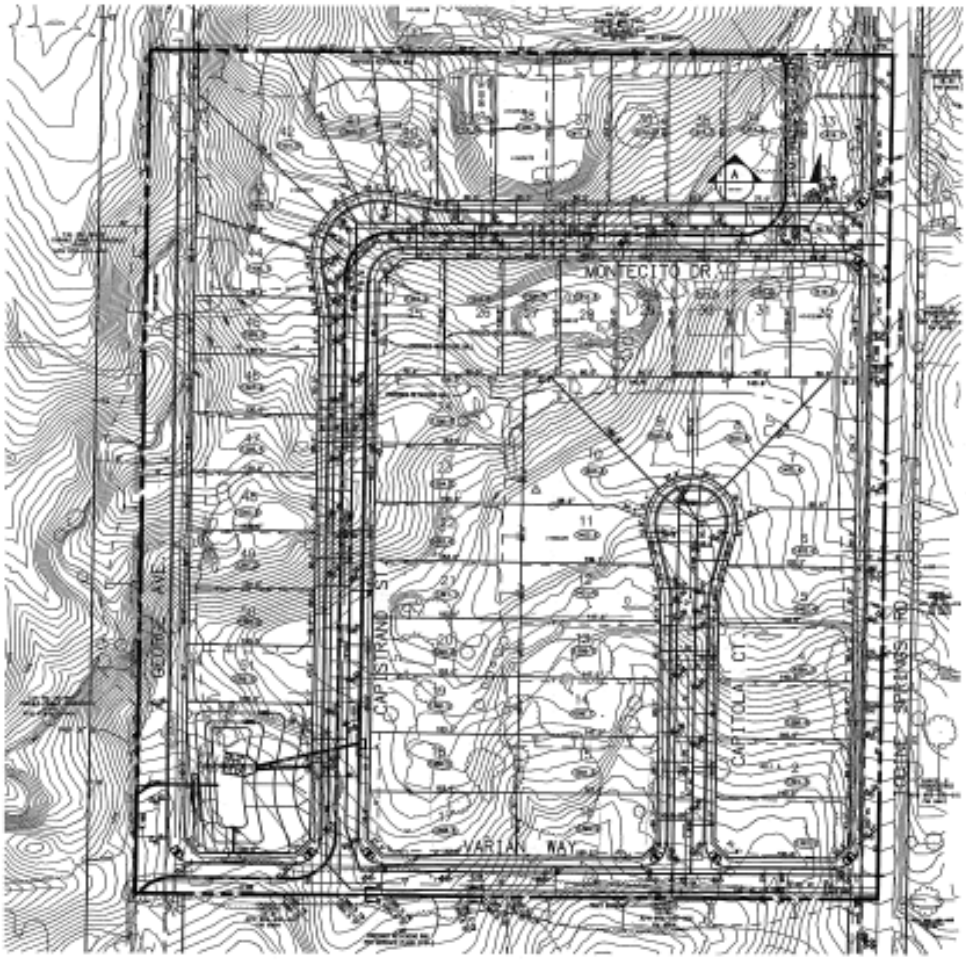
(Tract Map No. 31479 – Legal Description)

PROPERTY LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 1 OR PARCEL MAP NO. 7504 FILED IN BOOK 24, PAGE 16 OF PARCEL MAPS TOGETHER WITH PARCELS 1 THROUGH 4, INCLUSIVE, AND LOTS “A”, “B”, “C” AND “D” OF PARCEL MAP NO. 9268 FILED IN BOOK 41 PAGE 67 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING LOCATED IN SECTION 31, T.6S., R.3W., S.B.M.

Attachment 2 to Development Agreement

(Tract Map No. 31479 – Reduced Map Exhibit)



CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.13
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

SUBJECT: Statement of Investment Policy FY13-14

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING STATEMENT OF INVESTMENT POLICY

BACKGROUND/DISCUSSION
Pursuant to California Government Code Sections 53600 and 53630 et seq. and 53646, the City of Wildomar must adopt an annual investment policy by resolution.

The Statement of Investment Policy sets forth policies which shall govern the investment of the City's funds. It will be used by the City's Finance Director and other City officials and staff, as well as all other third-party providers of investment or investment-related services. Its purpose is to direct the prudent investment and protection of the City's funds and investment portfolio.

FISCAL IMPACTS:
None.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Resolution No. 2014 - _____
Statement of Investment Policy

RESOLUTION NO. 2014 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING STATEMENT OF INVESTMENT POLICY

WHEREAS, the City Council of the City of Wildomar ("City") has established a Statement of Investment Policy to set forth and identify policies of the City Council which may not otherwise be established in ordinances of the City, or which are restated to further amplify existing City policy; and

WHEREAS, all policies included in the Statement of Investment Policy are adopted by resolution; and

WHEREAS, the City Council wishes to adopt its Statement of Investment Policy; and

WHEREAS, such policy will provide for the safety of City investments, and secondarily ensure liquidity and yield, and

WHEREAS, such policy will enforce strict investment guidelines with regards to investments, external portfolio managers, and capital wherewithal of brokering firms.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council approves the adoption of the “Statement of Investment Policy" as attached hereto as Exhibit "A",

SECTION 2. This policy will take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 22nd day of January, 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR

STATEMENT OF INVESTMENT POLICY

I. INTRODUCTION

The City Council of the City of Wildomar (the "City") and its subsidiary district, the Wildomar Cemetery District, recognizes its responsibility to prudently direct the investment of the City's funds on behalf of the City's existing and future residents. The City Council further recognizes that the City's investment assets are essential to the City's financial strength, the effective implementation of long range financial plans, and ultimately its ability to respond to the needs of the community.

The investment policies and practices of the City of Wildomar take into consideration that California statutes authorize the City of Wildomar to finance acquisition or construction of various projects and capital assets through the issuance and sale of municipal securities, including but not limited to general obligation bonds and revenue bonds. Depending on the type and the authority for the issuance and sale of the bond, the City's general fund and/or certain sources of city revenue may be pledged as security for the bonds. The bonding and the resulting security interest in city funds and revenue may supercede all or portions of this Policy.

This Statement sets forth policies which shall govern the investment of the City's funds. It will be used by the City's Finance Director and other City officials and staff, as well as all other third-party providers of investment or investment-related services. Its purpose is to direct the prudent investment and protection of the City's funds and investment portfolio.

II. POLICY

It is the policy of the City to invest public funds in a manner which will provide the highest investment return with maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

III. SCOPE

This Investment Policy applies to all financial assets of the City of Wildomar. The following funds are covered by this Investment Policy and are accounted for in the City's Comprehensive Annual Financial Report:

A) General Fund
B) Special Revenue Funds
C) Debt Service Funds

D) Capital Project Funds
E) Enterprise Funds
F) Internal Services Funds
G) Trust and Agency Funds
H) Any new funds created by the City Council

IV. PRUDENCE

Investments shall be made in the context of the "Prudent Investor" standard pursuant to Government Code Section 53600.3 which states in relevant part that:

"When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

Investments shall be made with judgment and care under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived.

All investments purchased shall have daily liquidity or a final stated maturity date, upon which the full principal value of the security will be received. Although the investment will mature at full principal value, it is recognized that the market will vary throughout the life of the security. In a diversified portfolio it must be further recognized that occasional measured losses are inevitable due to economic, bond market, or individual security credit analysis. These occasional losses must be evaluated and considered within the context of the overall return.

The "Prudent Investor" standard shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

V. OBJECTIVE

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, which enables the City to invest its funds to the fullest extent possible. The objective of the investment portfolio is to meet the short- and long-term cash flow demands of the City. To achieve this objective, the portfolio will be structured to provide safety of principal and liquidity, while attempting to receive the highest yield obtainable.

A. Safety of Principal

Safety of principal is the foremost objective of the City of Wildomar. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker-dealer default or erosion of market value. To attain this objective, the City will diversify its investments by investing funds among a variety of securities and approved financial institutions. The City shall seek to preserve principal by mitigating the two types of risk in order of importance: credit risk and market risk.

1. **Credit Risk** Credit risk, defined as the risk of loss due to failure of an issuer of a security, shall be mitigated by purchasing U.S. Treasuries or high grade securities. All investments beyond Treasury securities will be diversified so that the failure of any one issuer would not unduly harm the City's cash flow. Credit risk shall also be mitigated by prequalifying financial institutions, broker/dealers, intermediaries and advisors with which the City does business. Investments must be limited to securities backed by the full faith and credit of: (1) the federal government, (2) other governmental agencies, or (3) agencies and institutions with collateral, including assets and insurance, assuring similar risk.

2. **Market or Interest Rate Risk** Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by structuring the Funds so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and by investing operating funds primarily in shorter-term securities. The cash flow is updated on a daily basis and will be considered prior to the investment of securities, which will reduce the necessity to sell investments for liquidity purposes. Long-term securities shall not be purchased for the sole purpose of short-term speculation. Securities shall not be sold prior to maturity with the following exceptions, 1) a security whose credit declines or is expected to decline may be sold IF there is a reasonable expectation that the prompt payment of principal and interest becomes unlikely. A temporary or modest decline in a securities; credit rating should not in and of itself trigger a liquidation , 2) a security swap would improve the quality, yield, or target duration in the portfolio, or 3) liquidity needs of the portfolio require that the security be sold. The weighted average maturity of the funds will be limited to three years or less. Purchases of investments will be restricted to securities with a final stated maturity not to exceed five (5) years.

B. Liquidity

This refers to the ability to "cash in" at any moment in time with a minimal chance of losing some portion of principal or accrued interest. Liquidity is an important quality especially when the need for unexpected funds occurs. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

C. Return On Investments

The City's investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. A benchmark does not imply that the Assistant City Manager will add additional risk to the portfolio in order to attain or exceed the benchmark.

VI. DELEGATION OF AUTHORITY

The City of Wildomar Resolution No. ____ delegates investment authority to the Finance Director. It further authorizes the Finance Director to invest or deposit the City's funds in accordance with California Government Code Sections 53600 and 53630 et seq. and all related State and Federal laws.

In the Finance Director's absence, and subject to City Council approval, the Finance Director may assign investment responsibilities to the City Manager. The Finance Director will provide prior written notification to the City Manager and the City Council regarding the assignment of responsibilities. In the event that the Finance Director is unable to assign responsibility, the City Manager may select a designee. In addition, at the discretion of the Finance Director, cash monitoring and investment responsibilities can be assigned to a designated assistant and a surety bond will be obtained by the City for said assistant.

The responsibility for establishing, monitoring and maintaining a strong system of investment controls and directing an independent audit of the investment function is delegated to the City Manager. The City Manager's designee(s) may assist in carrying out these functions.

The City Council's primary responsibilities over the investment function include establishing investment policies, annually reviewing such policies, reviewing monthly investment reports issued by the Finance Director and authorizing any deviations from the City's Investment Policy.

VII. ETHICS AND CONFLICTS OF INTEREST

The Finance Director and other employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. The Finance Director and investment employees shall disclose any material interests in financial institutions with which they conduct business within their jurisdiction. They shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio and shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City. The Finance Director and investment employees are required to file annual disclosure statements as required by the Fair Political Practices Commission (FPPC). During the course of the year, if there is an event subject to disclosure that could impair the ability of the Finance Director or investment employees to make impartial decisions, the City Council will be notified in writing within 10 days of the event.

VIII. QUALIFIED DEALERS

The City shall transact investments only with banks, savings and loans, investment security dealers and the State of California Local Agency Investment Fund. The purchase by the City of any investment, other than those purchased directly from the issuer, shall be purchased directly from an institution licensed by the State as a broker/dealer, as defined in Section 25004 of the Corporations Code, who is a member of the National Association of Securities Dealers, or a member of a Federally regulated securities exchange, a National or State Chartered Bank, a Federal or Savings Association, or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank. Exceptions to this rule will be made only after thorough research and documented confirmation of financial strength and reputation and after approval by the City Manager. Investment staff shall investigate dealers who wish to do business with the City in order to determine if they are adequately capitalized, market securities appropriate to the City's needs, and are recommended by managers of portfolios similar to the City's.

The City shall at least annually send a copy of the current investment policy to all dealers approved to do business with the City. Confirmation of receipt of this policy shall be considered as evidence that the dealer understands the City's investment policies, and intends to show the City only appropriate investments.

IX. AUTHORIZED AND SUITABLE INVESTMENTS

The investments set forth in this section are authorized investments pursuant to Section 53601 et seq. of the Government Code and are authorized investments for the City subject, however, to the prohibitions set forth in Section X of this Investment Policy.

A. Securities of the U.S. Government

U.S. Treasury Bills – issued by the U.S. Treasury and are available in maturities out to one year. They are non-interest bearing and sold on a discount basis. The face amount is paid at maturity.

U.S. Treasury Notes – issued by the U.S. Treasury with maturities from two to ten years. They are issued in coupon form and many issues are also available in registered form. Interest is payable at six month intervals until maturity.

U.S. Treasury Bonds – issued by the U.S. Treasury with maturities of ten years to thirty years. The City may purchase the interest and/or principal of a U.S. Treasury Bond. A principal only instrument is commonly called a "stripped" or "zero" coupon. Stripped coupons are sold at a discount basis. The face amount is paid at maturity.

B. Securities of U.S. Government Agencies

The capital of U.S. government agencies was initially financed by the United States Treasury. But as they have grown and operated profitably over the years, the Treasury's investment has been replaced in a large measure by private capital. At present, obligations of only a few agencies are backed by the full faith and credit of the U.S. Government. The obligations of all the federal agencies described in the following sections are not guaranteed by the U.S. Government with the exception of Government National Mortgage Association (GNMA), but are considered to be investments of the highest quality.

Federal National Mortgage Association – (Fannie Mae) a quasi public corporation created by an act of Congress to assist the home mortgage market by purchasing mortgages insured by the Federal Housing Administration and the Farmers Home Administration, as well as those guaranteed by the Veterans Administration. Fannie Mae issues Notes and Bonds and there is a strong secondary market in these securities. A secondary market means these instruments are actively traded, they are bought and sold daily. Bonds are issued for 15 and 30 year maturities with interest paid semi-annually. Interest is computed on a 30/360 day basis. Notes are issued with maturities of less than one year with interest paid at maturity.

Government National Mortgage Association – (Ginnie Mae) a wholly owned corporation instrumentality of the United States within the Department of Housing and Urban Development. A certificate collateralized by FHA/VA residential mortgages represents a share in a pool of FHA or VA mortgages.

Ginnie Mae's are registered securities. Original maturities range from 12 to 30 years with a 7 to 12 year assumed average life. (Assumed average life is due to prepayments of mortgages). Principal and interest are paid monthly and sent directly from the issuer of the pool, usually a mortgage banker, to the City.

Federal Home Loan Banks – (FHLB) provide credit to member lending institutions such as savings and loan associations, cooperative banks, insurance companies and savings banks. The agency offers bonds in the public market with maturities of 1 to 10 years. These bonds are usually offered on a quarterly basis depending on the current demands of the housing industry. Interest is paid semi-annually on a 30/360 day basis.

Federal Farm Credit Banks – debt instruments issued to meet the financial needs of farmers and the national agricultural industry, these issues enjoy an established secondary market. Discount notes are issued monthly with 6 and 9 month maturities. Longer term debentures (2-5 years) are also issued. Discount notes pay interest at maturity. Debentures pay interest semi-annually on a 30/360 day basis.

Federal Home Loan Mortgage Corporation – (Freddie Macs) A publicly held government-sponsored enterprise created in 1970 pursuant to the Federal Home Loan Mortgage Corporation Act, Title III of the Emergency Home Finance Act of 1970, as amended. Freddie Mac's statutory mission is to provide stability in the secondary market for home mortgages, to respond appropriately to the private capital market and to provide ongoing assistance to the secondary market for home mortgages by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for home mortgage financing. Maturity can be from 1 to 30 years. These loans can be either set at a fixed rate or a variable rate.

C. <u>Bonds</u>

City Bonds – Bonds issued by the city, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the City or by a department, board, agency, or authority of the City.

State Bonds – Registered state warrants or treasury notes or bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.

Municipal Bonds – Bonds, notes, warrants, or other evidences of indebtness of any local agency within the State of California and any of the other 49 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

D. Time Deposits and Certificates of Deposit

Time Deposits are placed with commercial banks and savings and loan agencies. A time deposit is a receipt for funds deposited in a financial institution for a specified period of time at a specified rate of interest. Deposits of $250,000 (referred to as Jumbo C.D.'s) per institution are insured by the government and Certificates of Deposit can be supported by either 110% U.S. Government agency notes or 150% mortgages currently held by the bank or savings and loan. Purchases of negotiable certificates of deposit may not exceed 30 percent of the City's surplus money to be invested. Generally the time is 3 months to 2 years. Denominations can be any agreed upon amount and interest is normally calculated using actual number of days on a 360-day year and paid monthly. An institution must maintain a net worth to asset ratio of at least 3% and a positive earnings record, must be in compliance with the Financial Institution Reform Act (FIRREA) capital ratio requirements for risk-based, tangible, and core capital, and the institution must make available a current Federal Deposit Insurance Corporation (FDIC) call report or a Federal Home Loan Bank (FHLB) report. A call report presents the financial condition of the institution to the agency with oversight responsibility of that institution.

E. Negotiable Certificates of Deposit

Negotiable Certificates of Deposit are a form of Certificate of Deposit which has been an important money market instrument since 1961 when commercial banks began issuing them and a secondary market developed to provide liquidity. They are supported only by the strength of the institution from which they are purchased. Negotiable Certificates of Deposit may not exceed 30% of the City's surplus funds to be invested. Maturities range from 3 months to 2 years and are generally issued in blocks of $1 million, $5 million, $10 million, etc. Interest is paid semi-annually computed on a 30/360 day basis.

F. Bankers Acceptance Notes

As a money market instrument, this note is an attractive short-term investment. When a bank "accepts" such a time draft, it becomes, in effect, a predated certified check payable to the bearer at some future, specified date. Purchases of bankers acceptances may not exceed 180 days maturity or 40 percent of the City's surplus money that may be invested pursuant to this section. In addition, no more than 30 percent of the City's surplus funds may be invested in the bankers' acceptances of any one commercial bank pursuant to this section.

G. Commercial Paper

Commercial paper is the trade name applied to unsecured promissory notes issued by finance and industrial companies to raise funds on a short term basis. Commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by a nationally recognized statistical rating organization (NRSRO). Eligible

paper is further limited to issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars ($500,000,000) and having an "A" or higher rating for the issuer's debt, other than commercial paper, if any, as provided for by the NRSRO. Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation. Purchases of commercial paper may not exceed 25 percent of the City's surplus money that may be invested pursuant to this section.

H. Repurchase Agreement

Investments in repurchase agreements are allowable but must comply with current Government code and a Master Repurchase Agreement must be signed with the bank or dealer.

Closely associated with the functioning of the Federal funds market is the negotiation of repurchase agreements. Banks may buy temporarily idle funds from a customer by selling U.S. Government or other securities with the contractual agreement to repurchase the same security on a future date determined by the negotiation. For the use of funds, the customer receives an interest payment from the bank; the interest rate reflects both the prevailing demand for Federal funds and the maturity of the "repo". Repurchase agreements are usually executed for $100,000 or more. The City will require physical delivery of the securities backing the "repo" to its safekeeping agent. The issuing institution must transfer on an ongoing basis sufficient securities to compensate for changing market conditions and to insure that adequate collateral is maintained in the City's safekeeping account. Repurchase agreements shall only be made with primary dealers of the Federal Reserve Bank of New York, the market value of securities that underlay the agreement must be valued at 102 percent or greater of the funds borrowed against those securities, and the value shall be adjusted no less than quarterly. Purchases of repurchase agreements may not exceed 20 percent of the City's surplus money to be invested. Generally, maturities range from 1 to 92 days (may not exceed 92 days) with interest paid at maturity.

I. Mutual Funds

Money Market Mutual Funds are another authorized investment allowing the City to maintain liquidity, receive competitive money market rates and remain diversified in pooled investments.
Mutual Funds are referred to in the California Government Code Section 53601 as "shares of beneficial interests issued by diversified management companies." The Mutual Fund must be restricted by its by-laws to the same investments allowed to the local agency. These investments are Treasury issues, Agency issues, Bankers Acceptances, Commercial Paper, Certificates of Deposit and Negotiable Certificates of Deposit. The quality rating and percentage restrictions in each investment category applicable to the local agency also applies to the Mutual Fund.

The purchase price of shares of the mutual fund shall not include any sales commission. Investments in mutual funds shall not exceed 20 percent of the City's surplus money. However, no more than 10 percent of the City's funds may be invested in shares of beneficial interest of any one mutual fund.

J. Local Agency Investment Fund

The Local Agency Investment Fund (LAIF) of the State of California offers high liquidity because deposits can be wired to the City checking account in twenty-four hours. Interest is compounded on a daily basis.

LAIF is a special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is $5,000, in multiples of $1,000 above that, with a maximum of $50,000,000 for any agency. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time of the deposit. Interest is paid quarterly and deposited directly into the account on the 15th day of the month following the close of the quarter. The State keeps an amount for the reasonable costs of administration, not to exceed one-half of one percent of the gross earnings.

Interest rates are fairly high because of the pooling of the State surplus cash with the surplus cash deposited by local governments. This creates a multibillion-dollar money pool and allows diversified investments. In a high interest rate market, the City may produce higher yields than LAIF can, but in times of low interest rates, LAIF yields are generally higher.

K. Joint Powers Authority Investment Pools

Joint Powers Authority Investment Pools are organized pursuant to Section 6509.7 of the Government Code that invests in the securities and obligations under Sections 53601 of the California Government Code. To be eligible for City investments, the joint powers authority issuing the shares shall have retained an investment adviser that is registered or exempt from registration with the Securities and Exchange Commission, the adviser has not less than five years of experience investing in the securities and obligations authorized in under Section 53601 and the adviser has assets under management in excess of five hundred million dollars ($500,000,000).

X. PROHIBITED INVESTMENTS AND TRANSACTIONS

Investments not described herein, including, but not limited to range notes, reverse repurchase agreements, zero coupon bonds, inverse floaters, common stocks, futures, options, mortgage-derived, interest-only strips and derivatives are prohibited from use in the City's investment portfolio.

The City shall not engage in securities lending, short selling or other hedging strategies. The City shall not purchase or sell securities on margin.

XI. COLLATERALIZATION

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. Deposits of $250,000 per institution are insured by the FDIC and Certificates of Deposit can be supported by either 110% U.S. Government agency notes of 150% mortgages currently held by the bank or savings and loan.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution is granted.

The City chooses to limit collateral to the following: Repurchase Agreements, Time Deposits and Certificates of Deposit.

XII. SAFEKEEPING AND CUSTODY

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment basis. Securities will be held by a third party custodial designated by the Finance Director and evidenced by safekeeping receipts.

XIII. DIVERSIFICATION

The City operates its investment pool with many State and self-imposed constraints. It does not buy stocks and it does not speculate. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities.

The City will diversify its investments by security type, institution and maturity/call dates. With the exception of U.S. Treasury securities and authorized pools, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution.

XIV. MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase.

Reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

XV. INTERNAL CONTROL

The Finance Director shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with the City's Investment Policy and for establishing internal controls that are designed to prevent losses due to fraud, negligence, and third-party misrepresentation.

Internal controls deemed most important shall include (but not limited to): avoidance of collusion; separation of duties and administrative controls; separating transaction authority from accounting and record keeping; custodial safekeeping; clear delegation of authority; management approval and review of investment transactions; specific limitations regarding securities losses and remedial action; written confirmation of telephone transactions; documentation of investment transactions and strategies; and monitoring of results.

XVI. PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

The City's investment strategy is passive. Passive investment portfolio management generally indicates that the Finance Director will purchase an instrument and hold it through to call or maturity, and then reinvest the monies. Although the City's investment strategy is passive, this will not restrict the Finance Director from evaluating when swaps are appropriate or if the sale of an instrument is prudent prior to final maturity. Given this strategy, the basis used by the Finance Director to determine whether market yields are being achieved shall be the Local Agency Investment Funds (LAIF).

XVII. REPORTING

The Finance Director shall provide the City Council monthly investment reports which provide a clear picture of the status of the current investment portfolio. The management report shall include the type of investments, the issuers, maturity dates, par values, and the current market values of each component of the portfolio, including funds managed for the City by third party safekeeping custodians. The report will also include the source of the portfolio valuation. As specified in California Government Code Section 53646 (e), if all funds are placed in LAIF or FDIC-insured accounts, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that the City will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b)(3).

The Finance Director shall maintain a complete and timely record of all investment transactions.

XVIII. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted annually by resolution of the City Council. The policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.14
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tentative Tract Map No. 36519 – Receive and File Planning Commission's Approval

STAFF REPORT

RECOMMENDATION
Staff recommends the City Council receive and file the report.

DISCUSSION
On December 18, 2013, the Planning Commission reviewed this project. On a 3-0-1 vote, with Commissioner Devine abstaining, and one vacancy, the Commission adopted PC Resolution No. 13-15 adopting a Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program, and adopted PC Resolution No. 13-16 approving Tentative Tract Map No. 36519, subject to conditions.

In accordance with the City's Subdivision Ordinance, this action must be reported to the City Council. At this time, it would be appropriate for the Council to receive and file this report. No further action is required.

Submitted by:	Approved by:
Matthew C. Bassi	Gary Nordquist
Planning Director	City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: JANUARY 22, 2014

TO: Mayor and Council Members

FROM: Dan York, Public Works Director/City Engineer

SUBJECT: Five-Year Capital Improvement Program (Fiscal Years 2013/14 to 2017/18)

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council continue the Public Hearing to February 12, 2014 at 6:30 p.m.

BACKGROUND:
The Five-Year Capital Improvement Program (CIP) requires fund appropriation. The Fiscal Year 2013-14 Mid-Year Budget Review is planned to be presented to City Council at its February 12, 2014 regular meeting. Therefore staff requests the Public Hearing be continued to February 12, 2014 so appropriations for the CIP coincide with Mid-Year Budget review.

Submitted by:
Daniel A. York
Public Works Director/City Engineer

Approved by:
Gary Nordquist
City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: January 22, 2014

TO: Mayor and City Council Members

FROM: Dan York, Public Works Director/City Engineer

SUBJECT: Development Impact Fee Study

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council:

1. Introduce and approve first reading of an Ordinance entitled:

   ORDINANCE NO. _____

   AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING AND RESTATING ARTICLE I (DEVELOPMENT IMPACT FEES) OF CHAPTER 3.44 (FEES) OF THE WILDOMAR MUNICIPAL CODE AND AMENDING SECTION 16.20.02 (PARK AND RECREATION FEES AND DEDICATIONS) OF THE WILDOMAR MUNICIPAL CODE

2. Conduct a Public Hearing to receive testimony regarding the Development Impact Fee Study Report dated January 16, 2014 for the City of Wildomar, and

3. Adopt a Resolution entitled:

   RESOLUTION NO. 2014 - _____

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE "CITY OF WILDOMAR IMPACT FEE STUDY", ESTABLISHING NEW DEVELOPMENT IMPACT FEES APPLICABLE TO ALL DEVELOPMENT IN THE CITY OF WILDOMAR, AND DETERMINING THE FAIR MARKET VALUE OF LAND FOR THE PURPOSES OF CALCULATING FEES IN LIEU OF PARK LAND DEDICATION UNDER SECTION 16.20.020 OF THE WILDOMAR MUNICIPAL CODE

BACKGROUND:
The City of Wildomar incorporated on July 1, 2008. Upon incorporation, the City adopted Ordinance No. 08-01 that adopted all existing Riverside County Ordinances currently in place for a period of 120 days. On August 27, 2008, the City Council adopted Ordinance 08-18 which officially adopted a number of County Ordinances on a long term basis including Chapter 3.44, Article I, "Development Impact Fees". These fees were originally established for the unincorporated areas of Riverside County.

In August, 2011, the City contracted with Colgan Consulting Corporation to update the existing fees to meet the specific needs of the City of Wildomar and to mitigate the impacts of future development. Since that time, Colgan Consulting Corporation and a team of City Staff have completed a study that identifies the impacts on the City's facilities due to future development, calculates fees to mitigate those impacts, and spreads those fees to future development based on a fair and defensible nexus. The ten components for facilities and infrastructure contained in Wildomar's DIF Program include:

- Streets/Intersections
- Police Facilities
- Fire Protection
- Parks
- Community Centers
- Animal Shelter
- City Hall
- Corporate Yard
- Drainage
- Multi-purpose Trails

The methods used to calculate the impact fees in the study are intended to satisfy all legal requirements governing such fees, including provisions of the U.S. Constitution, the California Constitution, and the California Mitigation Fee Act (Government Code Sections 66000 *et* seq.).

Presentations of the draft study were made to the Economic Roundtable group on April 19, 2012 and the Building Industry Association on June 6, 2012. The draft study was also posted on the City website for public review.

During the June 13, 2012 City Council Meeting, staff completed a presentation to the Council and the Community to explain the details of the draft Development Impact Fee report and receive input and direction.

On November 28, 2012, a Council Study Session was conducted to discuss the study in greater detail. The proposed fee for a single family residential unit was $10,906. During that meeting, the Council directed the Consultant and staff to provide options for further Council consideration. The items that the Council requested further investigation on were as follows:

1. Base the land valuation utilized in the study on recent area comparables.
2. Provide alternatives for the Storm Drain component of the Fees.
3. Provide alternatives for the Trails component of the fees.
4. Separate the Office/Commercial designation into separate categories.

During the February 13, 2013 City Council meeting, staff completed a presentation of the revised DIF to the City Council which included the utilization of revised land values based on current land comparables within the City of Wildomar. The Commercial/Industrial category was also split into two separate categories, Commercial and Industrial. The proposed fee for a single family residential unit was $8,473. In addition to those changes, a number of options were presented with different drainage system options and multi-purpose trails options. The Council consensus was to proceed with including the County Master Plan differential cost as the City's drainage component of the DIF.

On April 10, 2013, the City Council conducted a Study Session to complete a final review of the Draft DIF and provide a further direction regarding the Multi-Purpose Trails component. The proposed fee for a single family residential unit was $7,084.

The consensus of the City Council was to include the Multi-Purpose Trails component considering the cost estimate for all uncompleted trails and base the future development's contribution to the percentage of remaining development in the City (48.7%). There being no further direction required, the Council directed staff to finalize the DIF Study Report and schedule the Public Hearing to consider adoption of the DIF. With this final City Council direction, the proposed fee for a single family residential unit was $6,768.

On October 9, 2013, staff brought the final DIF Study Report back to the City Council. The item was continued to accommodate the Building Industry Association (BIA) request to perform one last review. After consideration of BIA's comments, staff modified the time of collecting DIF fees from at issuance of Building Permit to at issuance of Certificate of Occupancy. A developer may still satisfy their DIF fee obligation at time of a complete Building Permit application.

On November 13, 2013, staff brought the final DIF Study Report back to the City Council. The item was tabled to address the Building Industry Associations (BIA) final comments. After consideration of BIA's final comments, staff further modified the collecting of DIF fees by reducing the difference in increase from the current fee by 50% for Calendar Year 2014. The full DIF fee increase will commence on January 1, 2015. In addition, staff presented increasing the Park's DIF component to include the preparation of a Parks Master Plan for $50,000 and increase the land valuation from $45,000 to $63,000 per acre.

The new DIFs are proposed to become effective on April 1, 2014. All building permits and certificates of occupancy that are issued prior to April 1, 2014 will be based on the current fees. The city will not collect DIF fees for a project until the building plans have been plan checked, approved and a permit is issued. With City Council action, the proposed fee for a single family residential unit is $6,954.

Ordinance No. __ amends Article I (Development Impact Fees) of Chapter 3.44 of the Wildomar Municipal Code to be consistent with the proposed new DIFs. In addition, the ordinance amends Section 16.20.020 of the Code pertaining to park and recreation fees and dedications applicable to residential subdivisions. The Impact Fee Study proposes a new Park Impact Fee that applies to all residential development not within a subdivision, and proposes that the new Park Impact Fee be calculated in the same manner as the fees imposed under Section 16.20.020. In reviewing Section 16.20.020, staff determined that it was necessary to amend the section because many of the provisions that held over from the County Code did not apply to the City, and because the section contemplated fees under that section to be calculated based on the fair market value of land as negotiated between the City and the developer on a case by case basis. Ordinance No. __ amends this section to remove the unnecessary provisions and to allow the City Council to set by resolution the fair market value to be used in fee calculations under that section. Resolution No. __ sets the fair market value at $63,000, consistent with the Impact Fee Study.

FISCAL IMPACT:
The DIF Study Report supports a future revenue stream of approximately $105 million through build out of Wildomar. Below are the projected revenues for the ten development impact fee components:

- Streets/Intersections $54,758,792
- Police Facilities $ 2,647,301
- Fire Protection $ 5,126,209
- Parks $ 3,707,624 (Including fees under 16.20.020)
- Community Centers $ 2,947,637
- Animal Shelter $ 1,555,383
- City Hall $ 4,477,698
- Corporate Yard $ 930,268
- Drainage $19,942,710
- Multi-purpose Trails $ 8,785,008

TOTAL PROJECTED DIF REVENUE = $104,878,630

Submitted by:
Dan York
Public Works Director/City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Ordinance Amending and Restating Chapter 3.44
Resolution Adopting Impact Fee Study and Establishing Fees
Exhibit A to Resolution – Impact Fee Study
Exhibit B to Resolution – DIF Fee Table
Exhibit C to Resolution – Credit and Reimbursement Policy

ORDINANCE NO. __

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING AND RESTATING ARTICLE I (DEVELOPMENT IMPACT FEES) OF CHAPTER 3.44 (FEES) OF THE WILDOMAR MUNICIPAL CODE AND AMENDING SECTION 16.20.02 (PARK AND RECREATION FEES AND DEDICATIONS) OF THE WILDOMAR MUNICIPAL CODE

WHEREAS, Article I of Chapter 3.44 of the Wildomar Municipal Code establishes development impact fees that were adopted by the County of Riverside in 2001, and has not been substantially changed by the City since incorporation; and,

WHEREAS, the City Council has recently conducted a fee study and adopted new development impact fees for the City; and,

WHEREAS, the City Council desires to amend Article I of Chapter 3.44 to be consistent with the newly adopted development impact fees; and,

WHEREAS, Section 16.20.020 establishes park land dedication and fees in lieu of dedication requirements for residential subdivisions pursuant to Government Code Section 66477 (the "Quimby Act"); and,

WHEREAS, Section 16.20.020 has not been amended since the City incorporated, and contains numerous provisions that are inapplicable to the City; and,

WHEREAS, the City Council desires to amend Section 16.20.020 to eliminate unnecessary provisions and to update how fees in lieu of dedication are calculated to simply the process and ensure fees in lieu of dedication imposed on residential subdivisions under Section 16.20.020 are consistent with "park impact fees" imposed on residential development not within a subdivision.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN AS FOLLOWS:

SECTION 1. Amendment of Chapter 3.44. Chapter 3.44 (Fees) of the Wildomar Municipal Code is hereby amended and restated in its entirety as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 2. Amendment of Section 16.20.020. Section 16.20.020 of the Wildomar Municipal Code is hereby amended and restated in its entirety as shown on Exhibit "B" attached hereto and incorporated herein by this reference.

SECTION 3. CEQA Findings. The City Council hereby finds that the adoption of this Ordinance is not subject to CEQA review pursuant to CEQA Guideline 15378(b)(4), which provides that the creation of government funding mechanisms or other

government fiscal activities that do not involve any commitment to any specific project are not projects subject to CEQA review.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. Effective Date. This ordinance shall take effect April 1, 2014.

SECTION 6. Publication. The City Clerk shall cause this ordinance to be published or posted in accordance with Government Code section 36933.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2014.

_____
Marsha Swanson, Mayor

ATTEST:

_____
Debbie Lee, City Clerk

APPROVED AS TO FORM:

_____
Thomas Jex, City Attorney

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

CITY OF WILDOMAR)

I, Debbie Lee, City Clerk of the City of Wildomar, do hereby certify that the foregoing Ordinance No. __ was duly adopted by the City Council of the City of Wildomar at a regular meeting, held on the ___ day of _____, 2014, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Debbie Lee, City Clerk

EXHIBIT "A"

"CHAPTER 3.44 FEES

Article I. Development Impact Fees

3.44.010 Authority

This article is established under the authority of Article 11, Section 7 of the California Constitution and the Mitigation Fee Act.

3.44.020 Purpose and Intent

Development Projects impose increase demands on public infrastructure and facilities. The City Council may establish Development Impact Fees to finance infrastructure and other public improvements and facilities needed as a result of new Development Projects, and adjust the amount of those Development Impact Fees as needed. This article provides the structure by which the City shall administer those Development Impact Fees established by the City Council.

3.44.030 Definitions

"Building Permit" means the permit required or issued by the City for the construction, improvement, or remodeling of any structure pursuant to the City's building codes.

"Capital Improvement" means any public facility or infrastructure improvement, including acquisition of land, design and construction, equipping and installing, and related costs, which are to be financed in whole or in part by Development Impact Fees.

"Development Impact Fees" means a monetary exaction that is charged to an Owner in connection with approval of a Development Project for the purpose of defraying all or a portion of the cost of the public improvements, public services, and community amenities related to the development project.

"Development Project" means the construction of a new residential dwelling unit or the construction of new non-residential gross floor area square footage.

"Mitigation Fee Act" means Title 7, Division 1, Chapter 5 of the Government Code, beginning with Section 66000.

"Owner" means the legal owner(s) of real property upon which a Development Project is proposed, or their authorized representative(s).

3.44.040 Establishment of Development Impact Fees

The City Council may establish and set the amount of Development Impacts Fees by

resolution conforming to the requirements of the Mitigation Fee Act. The City Council may periodically adjust the amount of Development Impact Fees.

3.44.050 Applicability

The provisions of this article apply to all Development Impact Fees established by resolution of the City Council pursuant to Section 3.44.040 unless the resolution establishing said fee expressly exempts the fee from some or all of the provisions of this article. The provisions of this article do not apply to taxes, assessments, fees for processing applications, regulatory fees, fees imposed and collected under a development agreement (unless the agreement expressly requires compliance with this article), and fees imposed by other governmental agencies and collected by the City.

3.44.060 Determination and Payment of Development Impact Fees

A. Determination of Amount. The City Manager, or his or her designee, shall determine the amount of Development Impact Fees to be paid by each Development Project in a manner that is consistent with the resolution of the City Council establishing the Development Impact Fees.

B. Payment Required. No Certificate of Occupancy shall be issued by the City for a Development unless and until the Owner of the real property pays to the City all Development Impact Fees applicable to the Development Project.

C. Exceptions. The following types of Development Projects are not subject to Development Impact Fees:

1. Reconstruction of a structure damaged or destroyed by fire or other natural causes, provided the structure contains the same number of dwelling units and/or the same or less gross floor area as the damaged or destroyed structure.

2. Rehabilitation or remodeling of an existing residential structure provided no new dwelling units are added to the structure.

3. Rehabilitation or remodeling of an existing non-residential structure provided no additional gross floor area is added to the structure and there is no change in use that would generate more traffic.

3.44.070 Accounting and Use of Development Impact Fees

The City shall establish separate accounts for each category of Development Impact Fee established by the City Council and deposit Development Impact Fees collected into the appropriate account. The money deposited into these accounts, and any interest earnings thereon, shall be used solely for the public improvements, public services, and community amenities for which the Development Impact Fees were imposed. Development Impact Fees may be used to pay the principal, interest and other costs of bonds, notes and other obligations issued or undertaken by or on behalf of the City to finance such improvements, services and amenities.

3.44.080 Credits and Reimbursements

A. Credits. If an Owner of a Development Project constructs a Capital Improvement the Owner may receive a credit against the corresponding Development Impact Fee for the Development Project. The Owner and the City must enter into a credit agreement prior to the issuance of a Building Permit for the Development Project for the Owner to receive a credit against the applicable Development Impact Fees. The agreement must estimate the cost of constructing the Capital Improvement, the schedule for the completion of the Capital Improvement, a requirement that the Capital Improvement be constructed to City standards, and such other terms and conditions as deemed necessary by the City.

B. Reimbursements. If an Owner of a Development Project constructs a Capital Improvement the City may reimburse the Owner for the costs of the Capital Improvement in excess of what is needed to provide services to or mitigate the impacts of the Development Project. The Owner and the City must enter into a reimbursement agreement for the Owner to receive a reimbursement. The reimbursement agreement shall require the City, for a period of up to 10 years, to reimburse the Owner from the Development Impact Fees collected to fund Capital Improvements of the same type as the Capital Improvement constructed by the Owner. The City shall not reimburse an Owner out of the City's General Fund or any other City funds.

C. Maximum Credit and Reimbursement. In no event shall an Owner receive a credit and/or reimbursement in excess of the City's most recent estimated cost of constructing the Capital Improvement, or the portion of the Capital Improvement actually completed, by contract or by the City's own forces.

D. Credit and Reimbursement Policy. The City Council may, from time to time, adopt by resolution a Development Impact Fee Credit and Reimbursement Policy implementing the provisions of this section.

E. Execution of Agreements. The City Manager may approve and sign any agreements authorized by paragraphs A or B of this section, provided the agreement is consistent with this section any policy adopted by the City Council pursuant to paragraph D of this section.

3.44.090 Protests, Appeals and Audits

All protests, appeals, and audits shall be conducted in accordance with the procedures contained in the Mitigation Fee Act (Government Code Section 66020 et seq.).

EXHIBIT "B"

"16.20.020 Park and recreation fees and dedications.

A. Authority. This section is adopted pursuant to Section 66477 of the Government Code, which authorizes the legislative body of a city to require, by ordinance, the dedication of land or the payment of fees in lieu thereof, or a combination of both, for park and recreational facilities as a condition of approval of a tentative map or parcel map.

B. Dedication or Fee Required. Whenever land is proposed to be subdivided for residential use, the property owner shall be required, as a condition of approval of the subdivision, to dedicate to the City for park purposes three acres of land for every 1,000 residents of the subdivision, or pay an equivalent fee, or a combination of both, consistent with this section.

1. For subdivisions containing 50 parcels or less, only the payment of fees may be required; provided, however, that when a condominium project, stock cooperative or community apartment project exceeds 50 dwelling units, the dedication of land may be required even though the number of parcels may be less than 50.

2. Nothing in this section shall prevent the City from accepting the voluntary dedication of land by a developer for a subdivision containing less than 50 parcels if the dedication meets the other requirements of this section.

C. Exemptions. This section shall not apply to the following land divisions:

1. Commercial or industrial.

2. Condominium projects or stock cooperatives which consist of the subdivision airspace in an existing apartment building which is more than five years old and no new dwelling units area added.

3. Subdivisions containing less than five parcels and not used for residential purposes, provided, however, that a condition of approval shall be placed on those maps that if a building permit is requested for the construction of a residential structure or structures on one or more of the parcels within four years of the approval of the final map, the owner of each parcel on which construction of a residential structure is proposed must pay a fee in lieu of park land dedication as a condition to the issuance of a building permit.

D. Dedications of Land. Whenever land is dedicated pursuant to this section the following provisions apply.

1. The amount and location of property to be dedicated shall be as approved by the City. In determining whether to require a dedication of land, the City may consider the natural features of the area, available access, the location, size and shape

of the subdivision, the land available for dedication, the feasibility of dedication, the location of existing and proposed park sites and trailways and the compatibility of dedication with the City's General Plan.

3. All dedications of land shall be in accordance with the Subdivision Map Act. Land shall be conveyed in fee simple to the City free and clear of all encumbrances except those which will not interfere with the use of the property for its intended purposes and which the City agrees to accept. All deeds shall be delivered to the City before the approval of the final map. If the final map is disapproved, or if it is withdrawn by the developer, the deeds shall be returned to the developer. If the final map is approved, the deeds shall be recorded by the City at the time the final map is recorded. No deed for dedication of land shall be accepted unless it is accompanied by a policy of title insurance, secured by the developer, in an amount equal to the value of the land dedicated.

4. The amount of land to be dedicated shall be based on the residential density of the subdivision, and shall be determined by multiplying the number of dwelling units in the subdivision by the average number of persons per household by type of dwelling unit by 0.003. The average number of persons per household by dwelling unit type shall be the same as that disclosed by the most recent available federal census.

5. Whenever the actual amount of land to be dedicated is less than the amount of land required to be dedicated as calculated under paragraph C.3. of this section, the developer shall pay fees for the value of any additional land that otherwise would have been required to be dedicated.

6. Whenever a park or recreational facility is to be located in whole or in part within the proposed subdivision, the land dedicated shall bear a reasonable relationship to the use of the park and recreational facilities by the future inhabitants of the subdivision.

7. Whenever land is dedicated, the developer shall, without credit, provide the following for the benefit of the land dedicated:

a. Full street improvements and utility connections including, but not limited to, curbs, gutters, relocation of existing public utility facilities, street paving, traffic control devices, street trees, and sidewalks to the dedicated land;

b. Fencing along the property lines of the subdivision which are contiguous to the park;

c. Improve the drainage through the park site;

d. Provide minimal physical improvements, not including recreational facilities, building, or equipment, which the City determines are necessary for acceptance of the land for park and recreational purposes, including, but not limited to, grading, drainage, irrigation and planting improvements;

e. Provide access from the park and recreational facilities to an existing or proposed public street, unless the City determines that such access is unnecessary for maintenance of the park area or use of the park by the residents of the subdivision.

D. Payment of Fees. Whenever fees are imposed pursuant to this section, the following provisions apply.

1. The fee shall be paid prior to the time stated in the conditions of approval for the subdivision. No Certificate of Occupancy shall be issued by the City for a dwelling unit within subdivision conditioned to pay fees pursuant to this section unless and until the fee for that dwelling unit has been paid.

2. The fee shall be based on the fair market value of the land which would otherwise be required to be dedicated, as determined by the City Council. The City Council may, by resolution, determine a fixed fair market value that will apply to all fee calculations pursuant to this section. The fee shall be calculated by multiplying the product of the calculation stated in paragraph C.4 above by the fair market value of one acre of land.

3. Whenever fees are paid pursuant to this section, the City shall deposit them into a separate fund.

E. Credits. A developer may receive a credit against dedication or fee requirements as follows.

1. A credit may be given against the requirement for the payment of fees or the dedication of land required by this section for the reasonable value of park and recreation improvements provided by the developer. The amount of the credit shall be determined prior to the approval or conditional approval of the tentative map. The granting of a credit shall be at the discretion of the City Council and shall be based on an approved set of improvement plans.

2. A credit may be given where private areas for park and recreational purposes are provided in a subdivision and such areas are for active recreational uses, and will be privately owned and maintained in common by the future owner(s) of the development. Such areas may be credited against up to 50% of the requirement of land dedication or fees at the discretion of the City Council; provided that the City Council determines that it is in the public interest to grant such credits and that all of the following standards either have been or will be met prior to approval of the final map or development permit:

a. That yards, court areas, setbacks, and other open space areas, required to be maintained by Title 17 of this Code, the building code and other regulations, shall not be included in the computation of such private areas;

b. Evidence is provided that the private ownership and maintenance of the area will be adequately provided for by recorded written agreement, covenants or

restrictions; and that the use of the private area is restricted for park and recreational purposes by an open space easement or other instrument; and

c. That the proposed private area is reasonably adaptable for use of park or recreational purposes, taking into consideration such factors as size, shape, topography, geology, access and location.

3. "Active recreational uses" means, for the purposes of this paragraph E, recreation facilities occurring on usable level land (five percent maximum slope) in a planned development which are designed to provide individual or group activities of an active nature including, but not limited to, open lawn, sports fields, court games, swimming pools, children's play areas, picnic areas, golf courses, and recreational community gardening. Active recreational uses do not include natural open space, nature study areas, open space for buffer areas, steep slopes, or scenic overlooks.

F. Use of Land and Fees.

1. The City shall develop a schedule specifying how, when, and where it will use the land or fees, or both, to develop park or recreational facilities.

2. All fees collected by the City may be used only for the purpose of developing new or rehabilitating existing park and recreational facilities to serve the subdivision. Notwithstanding the foregoing, fees may be used for the purpose of developing new or rehabilitating existing park or recreational facilities in a neighborhood other than the neighborhood in which the subdivision is located, if all of the following requirements are met:

a. The neighborhood in which the fees are to be expended has fewer than three acres of park area per 1,000 members of the neighborhood population.

b. The neighborhood in which the subdivision for which the fees were paid has a park area per 1,000 members of the neighborhood population ratio that meets or exceeds three acres per 1,000 persons.

c. The legislative body holds a public hearing before using the fees pursuant to this paragraph.

d. The legislative body makes a finding supported by substantial evidence that it is reasonably foreseeable that future inhabitants of the subdivision for which the fee is imposed will use the proposed park and recreational facilities in the neighborhood where the fees are used.

e. The fees are used within a specified radius that complies with the city's or county's ordinance adopted pursuant to subdivision (a), and are consistent with the adopted general plan or specific plan of the city or county. For purposes of this clause, "specified radius" includes a planning area, zone of influence, or other geographic region designated by the city or county, that otherwise meets the requirements of this section.

3. All fees collected pursuant to this section shall be committed by the City for a specific project within five years of receipt of the fees or five years after the issuance of building permits on one-half of the lots created by the subdivision, whichever occurs later. If the fees are not so committed, the fees received shall be distributed to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total area of all lots in the subdivision.

G. Subsequent Subdivisions. Whenever subsequent development occurs on property for which fees have been paid or land dedicated, no additional fees or dedications shall be required except as to any additional lots or dwelling units which were not subject to a prior fee or dedication requirement."

RESOLUTION NO. 2014-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE "CITY OF WILDOMAR IMPACT FEE STUDY", ESTABLISHING NEW DEVELOPMENT IMPACT FEES APPLICABLE TO ALL DEVELOPMENT IN THE CITY OF WILDOMAR, AND DETERMINING THE FAIR MARKET VALUE OF LAND FOR THE PURPOSES OF CALCULATING FEES IN LIEU OF PARK LAND DEDICATION UNDER SECTION 16.20.020 OF THE WILDOMAR MUNICIPAL CODE

WHEREAS, prior to incorporation, the County of Riverside ("County") previously recognized that there was insufficient funding to address the impacts of new development on certain capital facilities in the unincorporated areas of the County including the area that is now the City of Wildomar; and

WHEREAS, in order to address this shortfall, the County formulated a plan whereby a development impact fee would be assessed on new development and would be used to fund the necessary improvements for the infrastructure and public facilities within the unincorporated areas of the County; and

WHEREAS, on July 1, 2008 the City of Wildomar ("City") incorporated as a general law city; and

WHEREAS, on July 1, 2008, the City adopted the Ordinance No. 08-01 adopting all County Ordinances, including Year 2001 Development Impact Fee Ordinance (County Ordinance No. 659) that established development impact fees throughout the County; and

WHEREAS, the City Council desires to establish new development impact fees for the City that more accurately reflects the impacts of future development on certain capital facilities and improvements; and

WHEREAS, in August 2011 the City contracted with Colgan Consulting Corporation to complete an impact fee study report to analyzing the impacts of future development on certain public facilities and to calculate impact fees based on that analysis; and,

WHEREAS, Colgan Consulting prepared the "City of Wildomar Impact Fee Study" dated January 16, 2014 (the "DIF Study") attached hereto as Exhibit "A", which analyzes the impacts of new development on ten categories of public facilities and

calculates the fees that should be imposed on new development to mitigate the impact the new development has on each category of public facilities (the "Impact Fees"); and

WHEREAS, in compliance with the Mitigation Fee Act (Government Code section 66000 et seq.), the City Council held a public hearing on the proposed Impact Fees at its adjourned regular meeting on January 22, 2014. Notice of the public hearing was published on _____, and _____, 2014 in the Press Enterprise; and,

WHEREAS, Section 16.20.020 of the Wildomar Municipal Code establishes parkland dedication requirements for residential subdivisions and authorizes the City to impose fees in lieu of dedication based on the fair market value of the land that would have been dedicated as determined by the City Council; and,

WHEREAS, the City Council desires to establish a fixed fair market value that will apply to all future fee calculations under Section 16.20.020.

NOW, THEREFORE, the City Council of the City of Wildomar does hereby resolve as follows:

Section 1. CEQA Findings. The City Council hereby finds that the adoption of this Resolution is not subject to CEQA review pursuant to CEQA Guideline 15378(b)(4), which provides that the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project are not projects subject to CEQA review.

Section 2. Mitigation Fee Act Findings. As required by Government Code Section 66001(a), the City Council makes the following findings with respect to the Impact Fees:

A. The purpose of the Impact Fees is to prevent new development from reducing the quality and availability of public services provided to residents of the City by requiring new development to contribute to the cost of additional public facilities needed to meet the additional demands placed on public services by new development.

B. The Impact Fees will be used to construct public facilities and pay for other capital assets needed to serve new development. The DIF Study identifies the specific public facilities and other capital assets that will be funded by each category of Impact Fees.

C. Based on the information and analysis presented in the DIF Study, the City Council finds there is a reasonable relationship between the uses to which the Impact Fees will be put on the development projects on which the Impact Fees will be imposed. As specified in the DIF Study, the Impacts Fees will be used to fund street and intersection improvements, bridges and culverts, police facilities, a fire station and fire engine, a corporation yard facility, drainage improvements, and multi-purpose trails. These uses will serve all development within the City. In addition, the Impact Fees will fund new parks, a community center, and animal shelter facility usage. These uses will specifically benefit

residential development, and thus the Impact Fees for these facilities will only be imposed on new residential development.

D. Based on the information and analysis presented in the DIF Study, the City Council finds there is a reasonable relationship between the need for the public facilities that will be funded by the Impact Fees and the type of development projects on which the Impact Fees will be imposed. Specifically, all new development places demands on streets and intersections, police and fire services, drainage, trails and the City Hall and City's corporation yard. Therefore all new all new development should contribute toward the cost of the public facilities and equipment needed to provide these services and infrastructure to the development. In addition, residential development places demands on parks, community centers, and animal shelters, and therefore only residential development should be required to contribute toward the facilities and equipment needed to provide these services.

Section 3. Adoption of DIF Study. The DIF Study attached as Exhibit "A" is hereby approved and adopted.

Section 4. Adoption of Impact Fees. The Impact Fee Schedule, attached hereto as Exhibit "B", is adopted.

Section 5. Facilities to be Funded by Impact Fees. As required by Government Code Section 66001(a)(2), the City Council determines that the DIF Study identifies the public facilities that are to be financed by the DIFs.

Section 6. Impact Fee Credit & Reimbursement Policy. The Impact Fee Credit and Reimbursement Policy attached hereto as Exhibit "C" is adopted.

Section 7. Determination of Fair Market Value. The City Council hereby finds and determines that the fair market value of an acre of land to be $63,000 for the purposes of calculating fees in lieu of park land dedication pursuant to Section 16.20.020 of the Wildomar Municipal Code

Section 8. Effective Date. This resolution shall become effective on April 1, 2014.

APPROVED AND ADOPTED this 22nd day of January, 2014.

_____
Marsha Swanson, Mayor

ATTEST:

_____

Debbie Lee, City Clerk

APPROVED AS TO FORM:

_____

Thomas Jex, City Attorney

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Debbie Lee, City Clerk of the City of Wildomar, California, do hereby certify that Resolution No. 2014-__ was duly and regularly adopted by the City Council of the City of Wildomar at a regular meeting thereof held on the 22nd day of January, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

City of Wildomar
Impact Fee Study Report

Revised Final Draft: January 16, 2014

Prepared by:

Colgan Consulting Corporation
3323 Watt Avenue # 131
Sacramento, CA 95821

Revision Notes:

Executive Summary revised 12/20/13 (previous version dated 4/30/13)
Chapter 4 revised 12/20/13 (previous version dated 4/30/13)
Chapter 5 revised 12/20/13 (previous version dated 4/30/13)
Chapter 6 revised 12/20/13 (previous version dated 4/30/13)
Chapter 7 revised 12/20/13 (previous version dated 4/30/13)
Chapter 8 revised 12/20/13 (previous version dated 4/30/13)
Chapter 10 revised 12/20/13 (previous version dated 4/30/13)
Chapter 12 revised 12/20/13 (previous version dated 4/30/13)
Executive Summary revised 1/16/14 (previous version dated 12/20/13)
Chapter 6 revised 1/6/14 (previous version dated 12/20/13)

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Executive Summary

The City of Wildomar retained Colgan Consulting Corporation to prepare this impact fee study update to analyze the impact of future development on certain capital facilities and to calculate impact fees based on that analysis. The methods used to calculate impact fees in this study are intended to satisfy all legal requirements of the U. S. Constitution, the California Constitution, the California Mitigation Fee Act (Government Code §§ 66000 *et seq.*) , and where applicable, the Quimby Act (Government Code § 66477) .

Organization of the Report

Chapter 1 of this report provides an overview of impact fees. It discusses legal requirements for establishing and imposing such fees, as well as methods used in this study to calculate the fees.

Chapter 2 contains information on existing and future development used in this report, and organizes that data in a form that can be used in the impact fee analysis. Projections of future development shown in Chapter 2 are based on a GIS analysis of General Plan land use designations for undeveloped land in the study area, which is the area within the existing City limits.

Chapters 3 through 12 show the impact fee calculations for specific facility types. The type of facilities addressed in each of those chapters is indicated below:

Chapter 3.	Street and Intersections	Chapter 8.	City Hall
Chapter 4.	Police Facilities	Chapter 9.	Animal Shelter
Chapter 5.	Fire Protection Facilities	Chapter 10.	Corporation Yard
Chapter 6.	Parks	Chapter 11.	Drainage Improvements
Chapter 7.	Community Centers	Chapter 12.	Multi-Purpose Trails

Each of the impact fee chapters documents the data and methodology used to calculate impact fees for a particular type of facility, as well as the nexus between development and the need for the facilities to be paid-for by the impact fees.

Chapter 13 discusses implementation of the impact fee program, including legal requirements for enacting and implementing the impact fee program under California law.

Future Development

Forecasts of future development for this study are intended to represent all additional development potential for undeveloped land in the City under the current General

Plan. When Wildomar incorporated in 2008, the City adopted the Riverside County General Plan as it applies to the area within the City.

Using data from the Land Use Element of the General Plan, Chapter 2 of this report forecasts that full buildout of undeveloped land in the City would result in increases of 60% in population, 129% in total vehicle trips, and 226% in employment from current levels in the City. Those figures provide some perspective on the need for future investment by the City in additional capital facilities and infrastructure to support future development.

Another way of looking at those numbers is that current development represents about 63% of projected buildout population, 44% of buildout vehicle trips, and 31% of buildout employment.

Impact Fee Analysis

Each type of facility addressed in this report is analyzed in a separate chapter. In each case, the relationship between development and the need for facilities is quantified in a way that allows the impact of development on facility needs to be measured. Impact fees calculated in this report are based on the capital cost of facilities needed to serve future development.

Impact fees calculated in this study are summarized in Table ES.1 on page ES-8 of this Executive Summary. The following paragraphs briefly discuss factors considered in the fee calculations for each facility type.

Street and Intersection Improvements. Street and intersection improvement projects needed to support future development were identified by the Wildomar Public Works Department based on the Circulation Element of the General Plan. Improvements designated for funding by the Western Riverside County Council of Government (WRCOG) Transportation Uniform Mitigation Fee (TUMF) are excluded from the impact fee calculations.

The City has determined that there are no existing deficiencies in the portion of the street system to be funded by the City's impact fees, so all of the arterial street and intersection improvements shown in this report are needed to serve future development.

Only a portion of the cost of future street improvements is covered by impact fees. On all arterial streets covered by the impact fee program, the two lanes adjacent to the center of the street will be treated as required project improvements which are necessary to provide access to abutting properties. That means developers of properties fronting on such streets will be required to provide those improvements as a condition of project approval. The cost of additional lanes, as well as frontage improvements (e.g., curb, gutter, and sidewalk), will be covered by the impact fees.

Costs for future street and intersection improvements are allocated to future development based on the number of trips added by each type of development. Then, costs allocated to Public and Institutional development are reallocated to residential development. Those costs are reallocated because the City cannot collect impact fees from most of the development in the Public/Institutional category. Since development in that category (e.g., public schools) largely serves residential development, it is reasonable to reallocate those costs to residential development.

Eligible improvement costs for each development type are divided by the additional vehicle trips generated by that development types to establish a cost per trip. Then the cost per trip is multiplied by the number of trips per unit for each type of development to arrive at a fee per unit. The proposed impact fees for street and intersection improvements are shown in Table ES.1 on page ES-8.

Police Facilities. Impact fees for police facilities address the need for future space in those facilities to serve new development. This report estimates the amount of space in the Riverside County Sheriff's Department Lake Elsinore Station currently devoted to serving Wildomar, and calculates the cost of future space needed to maintain the current ratio of facility space to service population through buildout.

Service population is used as a measure of the demand for law enforcement services, as well as several other types of services provided by the City. Service population combines resident population and employees and (See Chapter 2 for a more detailed discussion of service population.)

Costs for future police facilities are allocated to future development based on the service population added by each type of development. Next, costs allocated to Public and Institutional development are reallocated to residential development, as discussed in the previous paragraph. Then the share of costs allocated to each type of development is divided by the service population associated with that type of development to derive a cost per capita.

Finally, the cost per capita is multiplied by the number of residents or employees per unit for each type of development to determine the impact fee per unit for that type of development. The proposed police impact fees are shown in Table ES.1 on page ES-8.

Fire Protection Facilities. Impact fees for fire protection facilities are based on the cost of one additional fire station in the City, plus the cost of one new Type I fire engine. The City has one existing fire station, and the Riverside County Fire Department has determined that one additional fire station will be needed to serve the City at buildout.

Because the existing service population and the service population associated with future development are roughly equal, it is reasonable to assign the entire cost of the new fire station and fire engine to future development in the impact fee analysis.

As with the Police impact fees, costs for future fire protection facilities are allocated to future development based on the amount of service population added by each type of development. Next, costs allocated to Public and Institutional development are reallocated to residential development, as discussed previously. Then the share of cost allocated to each type of development is divided by the service population associated with that type of development to derive a cost per capita.

Finally, the cost per capita is multiplied by the number of residents or employees per unit for each type of development to determine the impact fee per unit for that type of development. The proposed fire impact fees are shown in Table ES.1 on page ES-8.

Park Impact Fees. This report calculates park impact fees for residential development not involving a subdivision. Those fees are calculated using the same standards prescribed by the Quimby Act for fees in lieu of park land dedication for residential subdivisions. The basic standard for determining the dedication or in-lieu fee requirement is 3.0 acres of park land per thousand new residents. That standard applies, even if, as is the case in Wildomar, the existing ratio of park land to population is less than 3.0 acres per thousand.

To calculate park impact fees per unit of development, the estimated per-acre cost of acquiring park land is divided by 1,000, and the result is multiplied by the population per unit for each type of residential development. Park impact fees apply only to residential development not involving a subdivision.

The park impact fees also contain a small component intended to pay for the cost of a park master plan to guide the expenditure of the fees. The proposed park impact fees are shown in Table ES.1 on page ES-8.

Community Centers. Fees calculated in this study for community center facilities are based on a level of service standard of 0.4 square feet per resident, which means a facility of 20,745 square feet would be needed to serve the entire City at buildout. The estimated cost of that facility, in current dollars, is $7.9 million.

Because the City has no existing community centers, the proposed facility would serve both existing and future development. Consequently, impact fees paid by future development would cover only about $2.9 million of the total cost. The remaining $5 million would have to be funded from other sources of revenue.

To calculate impact fees for community centers, the total cost of the facility is divided by the expected population of the City at buildout to derive a cost per capita. Then the cost per capita is multiplied by the population per dwelling unit for each type of residential development to determine the impact fee per unit. The impact fees for community centers would apply only to residential development. The proposed impact fees are shown in Table ES.1 on page ES-8.

City Hall. Fees calculated in this study for a future City Hall are based on a level of service standard of 0.25 square feet per capita of service population, which means a facility of about 20,400 square feet would be needed to serve the entire City at buildout. The estimated cost of that facility, in current dollars, is approximately $9.1 million.

Because Wildomar has no existing City-owned City Hall, the proposed facility would serve both existing and future development. Consequently, impact fees paid by future development would cover only about $4.5 million of the total cost. The remaining $4.6 million would have to be funded from other sources of revenue.

To calculate impact fees for City Hall, the total cost of the facility is divided by the expected service population of the City at buildout to derive a cost per capita. Then the cost per capita is multiplied by the service population per unit of development for each type of development to determine the impact fee per unit. The proposed City Hall impact fees are shown in Table ES.1 on page ES.8.

Animal Shelter. Impact fees for the Animal Shelter are calculated so that they cover new development's share of Wildomar's share of the capital cost of the regional animal shelter. Wildomar's share of the capital cost is calculated in this report as the present value of the City's past and future principal and interest payments on the debt issued by the joint powers authority to fund construction of the animal shelter.

That method incorporates financing costs into the impact fees and shows Wildomar's total cost to be $4.2 million. New development's share of that cost is slightly less than $1.6 million. Part of the cost of the animal shelter has already been repaid. The estimated present value of future debt service to be funded from other sources of revenue is almost $2 million.

The animal shelter is assumed to meet the City's needs to buildout and will serve both existing and future development. This study assumes that the need for the animal shelter is created by residential development only, so the City's cost is divided by the buildout population to establish a cost per capita. Then the cost per capita is multiplied by the population per dwelling unit for each type of residential development to determine the impact fee per unit. The proposed impact fees are shown in Table ES.1 on page ES-8.

Corporation Yard. Fees calculated in this study for a future corporation yard are based on cost estimates for a very basic facility to support the City's maintenance activities and provide for material storage. The components of that facility are shown in Chapter 10. The estimated cost of that facility, in current dollars, is $1.9 million.

Because Wildomar has no existing corporation yard, the proposed facility would serve both existing and future development. Impact fees paid by future development would cover $930,000. The remaining cost would have to be funded from other sources of revenue.

As with the some other types of impact fees discussed above, new development's share of the cost of the corporation yard is allocated to future development based on the amount of service population added by each type of development. Next, costs allocated to Public and Institutional development are reallocated to residential development, as discussed previously. Then the share of cost of allocated to each type of development is divided by the service population associated with that type of development to derive a cost per capita.

Finally, the cost per capita is multiplied by the number of residents or employees per unit for each type of development to determine the impact fee per unit for that type of development. The proposed corporation yard impact fees are shown in Table ES.1 on page ES-8.

Drainage Improvements. Fees calculated in this study for drainage improvements are based on current cost estimates for future drainage improvements, based on three master drainage plans that cover parts of Wildomar.

Drainage impact fees are calculated based on the estimated amount of impervious surface area (ISA) added by each type of development. The addition of impervious surfaces, such as rooftops and paving increases the amount of stormwater runoff that must be accommodated by the drainage system.

For purposes of calculating impact fees for drainage improvements, residential development is broken down into nine separate density categories. That is a more detailed breakdown than is used for other impact fees calculated in this report because residential development on larger lots is likely to add greater amounts of ISA per unit.

The total cost of the drainage improvements is allocated to various categories of development in proportion to the amount of ISA added by each category. Then, as with some other types of impact fees discussed above, the costs attributed to development in the Public Facilities category is reallocated to various categories of residential development. And finally, the costs for each category are divided by the number of units of future development in that category, to arrive at an impact fee per unit.

The proposed drainage impact fees shown in Table ES.1 on page ES-8, do not include a complete breakdown of the fees for residential development. That breakdown is shown in Table 11.4 in Chapter 11.

Multi-Purpose Trails. Fees calculated in this study for multi-purpose trails are based on future development's proportionate share of the estimated cost of planned future trails. The cost of those trail improvements is allocated to various categories of development in proportion to the service population associated with each category.

Then, as with some other types of impact fees discussed above, the costs attributed to development in the Public Facilities category is reallocated to various categories of residential development. And finally, the costs for each category are divided by the number of units of development in that category at buildout, to arrive at an impact fee per unit. The proposed impact fees for multi-purpose trails are shown in Table ES.1 on the next page.

The total cost of planned future trails is estimated at $17.8 million, and future development's share is $8.8 million. Future trail development costs not covered by impact fees would be approximately $9 million.

Recovery of Study Costs

As discussed in Chapter 13, Colgan Consulting recommends that agencies charging impact fees increase the fees by a small percentage to recover the cost fee administration and periodic impact fee studies fee.

One method that can be used for allocating the cost of fee study updates to impact fees is to divide those costs by the amount of revenue that will be generated by impact fees in a certain period. Normally, we would recommend a five-year time frame. However, in light of uncertainty regarding the timing of an economic recovery, and the possibility that development may be unusually slow over the next five years, we believe that approach needs to be modified to take a longer view.

This report projects the total revenue that will be collected through buildout of the City, assuming that: (1) development occurs as anticipated in the current general plan; and, (2) the impact fees are adjusted annually to keep pace with changes in the costs underlying the impact fee calculations. That projected revenue is $104,877,995 in current dollars (see Table ES-3).

The City anticipates that buildout will occur within approximately 20 years, and the impact fees will need to be recalculated about every five years. So over that period of time, the City would have to pay for three impact fee studies, in addition to this one. The estimated cost of those studies is $180,000. In addition annual administration costs estimated at $16,000 would total $320,000.

Using those assumptions, it is possible to calculate the City's average percentage cost of impact fee studies over the next 20 years. The total cost over the next 20 years would be $500,000 in current dollars

Dividing $500,000 by total current dollar revenue of $104,877,995 equals 0.0048, so the fees calculated in this study would have to be increased by 0.48% to recover the cost of impact fee administration and impact fee studies over the next 20 years. Table ES.1, below, shows an administrative cost adjustment, based on that factor.

Impact Fee Summary

Table ES.1 summarizes the impact fees calculated in this report. Fees shown in Table ES.1 are for one unit of development by development type. The study cost adjustment shown at the bottom of the table is the amount by which the fees are increased to cover the cost of fee administration and future impact fee studies.

Table ES-1: Summary of Impact Fees Calculated in This Study

Impact Fee Type	Residential Single-Family	Residential Multi-Family	Commercial	Office	Industrial/ Business Park
Development Units>>	DU [1]	DU [1]	KSF [1]	KSF [1]	KSF [1]
Streets/Intersections	$ 2,356.50	$ 1,654.72	$ 7,213.80	$ 1,654.72	$ 835.27
Police Facilities	$ 226.09	$ 160.45	$ 151.80	$ 195.45	$ 87.30
Fire Protection	$ 437.80	$ 310.70	$ 293.94	$ 378.46	$ 169.05
Parks	$593.91	$421.48	$ 0.00	$ 0.00	$ 0.00
Community Centers	$ 472.17	$ 335.09	$ 0.00	$ 0.00	$ 0.00
Animal Shelter	$ 249.15	$ 176.82	$ 0.00	$ 0.00	$ 0.00
City Hall	$ 382.42	$ 271.39	$ 256.75	$ 330.59	$ 147.66
Corporation Yard	$ 79.45	$ 56.38	$ 53.34	$ 68.68	$ 30.68
Drainage [2]	$ 1,373.79	$ 863.52	$ 1,274.81	$ 1,062.76	$ 910.61
Multi-Purpose Trails	$ 750.28	$ 532.46	$ 503.74	$ 648.59	$ 289.70
Total Fees	**$ 6,921.56**	**$ 4,783.02**	**$ 9,748.18**	**$ 4,339.25**	**$ 2,470.27**
Admin Cost Adjustment [3]	$ 33.00	$ 22.80	$ 46.47	$ 20.69	$ 11.78
Adjusted Total Fees	**$ 6,954.56**	**$ 4,805.82**	**$ 9,794.65**	**$ 4,359.94**	**$ 2,482.05**

[1] DU = dwelling unit; KSF = 1,000 gross square feet of building area

[2] Single family residential drainage fees vary with density; fee shown is for medium-high density; for a complete breakdown of drainage fees for residential development, see Table 11.4

[3] Adjustment for administration and study costs = total fees X 0.0048

Table ES.2 on the next page shows the City's existing impact fees. Because of some differences in fee structure, some of the proposed fees cannot be compared directly with existing fees.

Table ES-2: Summary of Existing Impact Fees [1]

Impact Fee Type	Residential Single-Family	Residential Multi-Family	Commercial	Industrial
Development Units>>	DU [2]	DU [2]	KSF [2,3]	KSF [2,3]
Streets/Signals	$ 969.00	$ 812.00	$ 827.82	$ 389.90
Police Facilities	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fire Protection	$ 705.00	$ 590.00	$ 448.03	$ 133.44
Regional Parks	$ 563.00	$ 472.00	$ 232.23	$ 61.77
Community Centers	$ 65.00	$ 55.00	$ 0.00	$ 0.00
Public Facilities [4]	$ 1,207.00	$ 1,011.00	$ 474.10	$ 139.15
Regional MP Trails	$ 316.00	$ 264.00	$ 116.25	$ 34.62
Library Books	$ 341.00	$ 286.00	$ 0.00	$ 0.00
Drainage	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fee Program Admin	$ 55.00	$ 46.00	$ 20.94	$ 6.43
Total	**$ 4,221.00**	**$ 3,536.00**	**$ 2,098.44**	**$ 758.89**

[1] Existing impact fees based on current Riverside County impact fees updated in 2006

[2] DU = dwelling unit; KSF = 1,000 gross square feet of building area

[3] Existing non-residential fees have been converted from acres to KSF

[4] Public facilities includes the animal shelter

Table ES.3 shows the projected revenue to buildout for each type of impact fee calculated in this report. It also shows the cost that will not be covered by impact fees.

Table ES-3: Summary of Projected Revenue

Impact Fee Type	Projected Revenue [1]	Cost Not Covered by Impact Fees [2]
Streets/Intersections	$ 54,758,792	$ 0
Police Facilities	$ 2,647,301	$ 0
Fire Protection	$ 5,126,209	$ 0
Parks	$ 3,707,624	$ 0
Community Centers	$ 2,947,637	$ 4,951,815
Animal Shelter	$ 1,555,383	$ 1,974,174
City Hall	$ 4,477,698	$ 4,619,595
Corporation Yard	$ 930,268	$ 959,755
Drainage	$ 19,942,710	$ 0
Multi-purpose Trails	$ 8,784,763	$ 9,063,197
	$ 104,878,385	**$ 21,568,537**

[1] Projected revenue to buildout from Chapters 3 through 12

[2] Additional capital needed to fund costs not covered by the impact fees

Chapter 1
Introduction

The City of Wildomar has retained Colgan Consulting Corporation to prepare this study to analyze the impacts of development on the City's capital facilities needs, and to calculate development impact fees based on that analysis. Upon incorporation in 2008, the City adopted the Riverside County impact fees that were in place at that time. Those fees are still in effect. This study is the first impact fee study prepared specifically for the City of Wildomar.

The methods used to calculate impact fees in this study are intended to satisfy all legal requirements governing such fees, including provisions of the U. S. Constitution, the California Constitution, the California Mitigation Fee Act (Government Code Sections 66000 *et seq.*) and, where applicable, the Quimby Act (Government Code Section 66477).

Legal Framework

This brief summary of the legal framework for development impact fees is intended as a general overview. It was not prepared by an attorney, and should not be treated as a legal opinion.

U. S. Constitution. Like all land use regulations, development exactions, including impact fees, are subject to the Fifth Amendment prohibition on taking of private property for public use without just compensation. Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against "regulatory takings." A regulatory taking occurs when regulations unreasonably deprive landowners of property rights protected by the Constitution.

To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest, and must not deprive the owner of all economically viable use of the property. In the case of impact fees, the government's interest is in protecting public health, safety, and welfare by ensuring that development is not detrimental to the quality and availability of essential public services provided to the community at large.

Impact fees are not subject to the same level of judicial scrutiny as exactions involving the dedication of land or an interest in land, or a fee imposed as a condition of approval on a single development project. In those cases, heightened scrutiny applies, and a higher standard must be met. The U. S. Supreme Court has found that a government agency must demonstrate an "essential nexus" between such exactions and the interest being protected (see *Nollan v. California Coastal Commission,* 1987). The agency must also demonstrate that the exaction imposed is "roughly proportional" to the burden created by development (see *Dolan v. City of Tigard,* 1994).

A local legislative body is accorded considerable discretion by the courts when enacting impact fees that apply to all development projects in its jurisdiction. However, even where heightened scrutiny does not apply, an agency enacting impact fees should take care to demonstrate a nexus and ensure proportionality in the calculation of its fees.

California Constitution. The California Constitution grants broad police power to local governments, including the authority to regulate land use and development. That police power is the source of authority for imposing impact fees on development to pay for infrastructure and capital facilities. Some impact fees have been challenged on grounds that they are special taxes imposed without voter approval in violation of Article XIIIA.

However, that objection is valid only if the fees exceed the cost of providing capital facilities needed to serve new development. If that were the case, then the fees would also run afoul of the U. S. Constitution and the Mitigation Fee Act. Articles XIIIC and XIIID, added by Proposition 218 in 1996, require voter approval for some "property-related fees," but exempt the imposition of fees or charges as a condition of property development.

The Mitigation Fee Act. California's impact fee statute originated in Assembly Bill 1600 during the 1987 session of the Legislature, and took effect in January, 1989. AB 1600 added several sections to the Government Code, beginning with Section 66000. Since that time the impact fee statute has been amended from time to time, and in 1997 was officially titled the "Mitigation Fee Act." Unless otherwise noted, code sections referenced in this report are from the Government Code.

The Act does not limit the types of capital improvements for which impact fees may be charged. It defines public facilities very broadly to include "public improvements, public services and community amenities." Although the issue is not specifically addressed in the Mitigation Fee Act, other provisions of the Government Code (see Section 65913.8), as well as case law, prohibit the use of impact fees for maintenance or operating costs. Consequently, the fees calculated in this report are based on capital costs only.

The Mitigation Fee Act does not use the term "mitigation fee" except in its official title. Nor does it use the more common term "impact fee." The Act simply uses the word "fee," which is defined as "a monetary exaction, other than a tax or special assessment,…that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project …." To avoid confusion with other types of fees, this report uses the widely-accepted term "impact fee," which should be understood to mean "fee" as defined in the Mitigation Fee Act.

The Mitigation Fee Act contains requirements for establishing, increasing and imposing impact fees. They are summarized below. It also contains provisions that govern the collection and expenditure of fees and require annual reports and periodic re-evaluation

of impact fee programs. Those administrative requirements are discussed in the Implementation Chapter of this report.

Required Findings. Section 66001 requires that an agency establishing, increasing or imposing impact fees, must make findings to:

1. Identify the purpose of the fee;
2. Identify the use of the fee; and,
3. Determine that there is a reasonable relationship between:
    a. The use of the fee and the development type on which it is imposed;
    b. The need for the facility and the type of development on which the fee is imposed; and
    c. The amount of the fee and the facility cost attributable to the development project. (Applies when fees are imposed on a specific project.)

Each of those requirements is discussed in more detail below.

Identifying the Purpose of the Fees. The broad purpose of impact fees is to protect public health, safety and general welfare by providing for adequate public facilities. The specific purpose of the fees calculated in this study is to fund construction of certain capital improvements identified in this report. Those improvements will be needed to mitigate the impacts of planned new development on City facilities, and maintain an acceptable level of public services as the City grows.

Identifying the Use of the Fees. According to Section 66001, if a fee is used to finance public facilities, those facilities must be identified. A capital improvement plan may be used for that purpose, but is not mandatory if the facilities are identified in a General Plan, a Specific Plan, or in other public documents. In this case, we recommend that the City Council adopt this report as the document that identifies the facilities to be funded by the fees.

Reasonable Relationship Requirement. As discussed above, Section 66001 requires that, for fees subject to its provisions, a "reasonable relationship" must be demonstrated between:

1. the use of the fee and the type of development on which it is imposed;
2. the need for a public facility and the type of development on which a fee is imposed; and,
3. the amount of the fee and the facility cost attributable to the development on which the fee is imposed.

These three reasonable relationship requirements as defined in the statute mirror the nexus and proportionality requirements widely considered the standard for constitutionally defensible impact fees. The term "dual rational nexus" is often used to characterize the standard used by courts in evaluating the legitimacy of impact fees.

The "duality" of the nexus refers to (1) an impact or need created by a development project subject to impact fees, and (2) a benefit to the project from the expenditure of the fees. Although proportionality is reasonably implied in the dual rational nexus formulation it was explicitly required by the Supreme Court in the *Dolan* case, and we prefer to list it as the third element of a complete nexus.

Demonstrating an Impact. All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy the additional demand, the quality or availability of public services for the entire community will deteriorate. Impact fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is occasioned by the development project subject to the fees.

The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate impacts created by the development projects upon which they are imposed. In this study, the impact of development on facility needs is analyzed in terms of quantifiable relationships between various types of development and the demand for public facilities, based on applicable level-of-service standards. This report contains all of the information needed to demonstrate this element of the nexus.

Demonstrating a Benefit. A sufficient benefit relationship requires that impact fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be spent in a timely manner and facilities funded by the fees must serve the development projects paying the fees. Nothing in the U.S. Constitution or California law requires that facilities paid for with impact fee revenues be available exclusively to developments paying the fees.

Procedures for earmarking and expenditure of fee revenues are mandated by the Mitigation Fee Act, as are procedures to ensure that the fees are expended expeditiously or refunded. Those requirements are intended to ensure that developments benefit from the impact fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. Proportionality in impact fees depends on properly identifying development-related facility costs and calculating the fees in such a way that the impact of development is reflected in the allocation of those costs. In calculating impact fees, costs for development-related facilities must be allocated in proportion to the facility needs created by different types and quantities of development. The section on impact fee methodology, below, describes methods used to allocate facility costs and calculate impact fees that meet the proportionality standard.

Impact Fees for Existing Facilities (Recoupment Fees). It is important to note that impact fees may be used to pay for existing facilities, provided that those facilities are needed to serve additional development and have the capacity to do so, given relevant level-of-service standards. In other words, it must be possible to show that the fees meet the need and benefit elements of the nexus.

Development Agreements and Reimbursement Agreements. The requirements of the Mitigation Fee Act do not apply to fees collected under development agreements (see Govt. Code § 66000) or reimbursement agreements (see Govt. Code § 66003). The same is true of fees in lieu of park land dedication imposed under the Quimby Act (see Govt. Code § 66477).

Existing Deficiencies. In 2006, Section 66001(g) was added to the Mitigation Fee Act (by AB 2751) to prohibit impact fees from including costs attributable to existing deficiencies in public facilities. The legislature's intent in adopting this amendment, as stated in the bill, was to codify the Holdings of Bixel v. City of Los Angeles (1989), Rohn v. City of Visalia (1989), and Shapell Industries Inc. v. Governing Board (1991). That amendment does not appear to be a substantive change. It is widely understood that other provisions of law make it improper for impact fees to include costs for correcting existing deficiencies.

Impact Fee Calculation Methodology

Any one of several legitimate methods may be used to calculate impact fees. The choice of a particular method depends primarily on the service characteristics and planning requirements for the facility type being addressed. Each method has advantages and disadvantages in a particular situation. To some extent they are interchangeable, because they all allocate facility costs in proportion to the needs created by development.

Reduced to its simplest terms, the process of calculating impact fees involves two steps: determining the cost of development-related capital improvements, and allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many factors involved in defining the relationship between development and the need for facilities.

Allocating facility costs to various types and amounts of development is central to all methods of impact fee calculation. Costs are allocated by means of formulas that quantify the relationship between development and the need for facilities. In a cost allocation formula, the impact of development is measured by a "demand variable," which is an attribute of development that represents the facility needs created by different types and amounts of development. Different variables are used in analyzing different types of facilities. Specific demand variables used in this study are discussed in more detail in subsequent chapters.

The following paragraphs discuss three general approaches to calculating impact fees and how they can be applied.

Plan-Based or Improvements-Driven Method. Plan-based impact fee calculations are based on the relationship between a specified set of improvements and a specified increment of development. The improvements are typically identified by a facility plan, while the development is identified by a land use plan that identifies potential development by type and quantity.

With the plan-based approach, facility costs are allocated to various categories of development in proportion to the amount of development and the relative intensity of demand in each category. To calculate impact fees using this approach, it is necessary to define an end point or "buildout" condition for development, and to determine what facilities will be needed to serve the additional development that occurs from the time of the analysis to buildout. Buildout is a hypothetical condition in which undeveloped land encompassed by the study has been developed to its expected intensity.

Under this approach, the total cost of eligible facilities is divided by the total units of additional demand (based on the demand variable) to calculate a cost per unit of demand. Then, the cost per unit of demand is multiplied by the units of demand per unit of development (e.g., dwelling units or square feet of building area) in each category to arrive at a cost per unit of development. This method is somewhat inflexible in that it is based on the relationship between a particular facility plan and a particular land use plan. If either plan changes significantly, the fees should be recalculated.

Capacity-Based or Consumption-Driven Method. This method calculates a cost per unit of capacity based on the relationship between total cost and total capacity of a system. It can be applied to any type of development, provided the capacity required to serve each increment of development can be estimated and the facility has adequate capacity available to serve the development. Since the fee calculation does not depend on the type or quantity of development to be served, this method is flexible with respect to changing development plans.

Under this method, the cost of unused capacity is not allocated to development. Capacity-based fees are most commonly used for water and wastewater systems, where the cost of a system component is divided by the capacity of that component to derive a unit cost. To produce a schedule of impact fees based on standardized units of development (e.g. dwelling units or square feet of non-residential building area), the cost per unit of capacity is multiplied by the amount of capacity required to serve a typical unit of development in each of several land use categories.

Standard-Based or Incremental Expansion Method. Standard-based fees are calculated using a specified relationship or standard that determines the number of demand units to be provided for each unit of development. The standard can be established as a matter of policy or it can be based on the level of service being provided to existing devel-

opment in the study area. Using the standard-based method, costs are defined on a generic unit-cost basis and then applied to development according to a standard that sets the amount of service or capacity to be provided for each unit of development.

The standard-based method is useful where facility needs are defined directly by a service standard, and where unit costs can be determined without reference to the total size or capacity of a facility or system. Parks fit that description. It is common for cities or counties to establish a service standard for parks in terms of acres per thousand residents. In addition, the cost per acre for parks can usually be estimated without knowing the size of a particular park or the total acreage of parks in the system.

This approach is also useful for facilities such as libraries, where it is possible to estimate a generic cost per square foot before a building is actually designed. One advantage of the standard-based method is that a fee can be established without committing to a particular size of facility, and facility size can be adjusted based on the amount of development that actually occurs.

Facilities Addressed by this Study

Impact fees for the following types of facilities are addressed in this report:

- Street and Intersection Improvements
- Police Facilities
- Fire Protection Facilities and Equipment
- Park Land and Improvements
- Community Centers
- City Hall
- Corporation Yard
- Animal Shelter
- Drainage Improvements
- Multi-purpose Trails

The impact fee analysis for each facility type is presented in a separate chapter of this report, beginning with Chapter 3. The next chapter, Chapter 2, contains data on development and service demand in the study area.

Chapter 2
Land Use and Development Data

Both existing and planned development must be addressed as part of the analysis required to support the calculation of impact fees. This chapter of the report organizes and correlates information on existing and planned development to provide a framework for the impact fee analysis contained in subsequent chapters of the report.

The information in this chapter forms a basis for establishing levels of service, analyzing facility needs, and allocating the cost of capital facilities between existing and future development and among various types of new development.

Data on existing and future development in Wildomar are based on GIS analysis of Riverside County Assessor's parcel data files, which include land use designations from the City's General Plan. (Upon incorporation in 2008, Wildomar adopted the land use provisions of the Riverside County General Plan.)

Existing land uses are classified using Assessors land use codes for currently developed properties. Future land uses are classified using General Plan land use designations for undeveloped properties.

Because Wildomar was incorporated so recently, information on the history of growth for the area now within the City is limited and detailed demographic information is not readily available. Some information is available from the 2010 Census, but much detailed Census data was not released in time to be used in this analysis. As a result, certain factors used in the calculation of impact fees (e.g., the number of persons per household for residential development types) must be estimated.

Study Area and Time Frame

The study area for the impact fee analysis is the area within the existing boundaries of the City of Wildomar. The timeframe for this study extends from the present to buildout of all land designated for development within the study area.

The term "buildout" is used to describe a hypothetical condition in which all currently undeveloped land in the study area has been developed as indicated in the Land Use Element of the General Plan, including the General Plan Land Use Map.

The time required for buildout will depend on the rate at which development occurs. However, the rate of development does not enter into the impact fee analysis. For purposes of calculating administrative costs in the Executive Summary, this study uses a 20-year buildout period.

Development Types

The development types used in this study are listed below.

- Single-Family Residential
- Multi-Family Residential
- Commercial
- Office
- Industrial/Business Park
- Public Facilities

Single-Family Residential. In this report, the Single-family Residential development type includes conventional detached units and mobile/manufactured homes on individual lots. (Almost one-third of Wildomar's existing dwellings are manufactured units.) Future development in this category includes residential development at densities up to and including medium-high density (5-8 units per acre).

Multi-Family Residential. The Multi-family Residential development type includes all attached residential. Future development in this category includes residential development at densities greater than eight units per acre, including residential development in the Mixed Use Planning Area (MUPA).

Commercial. The Commercial development type includes all types of commercial development commercial except office development. Future development in this category includes any development in areas designated for Commercial Retail uses, as well as non-residential development in the Mixed Use Planning Area (MUPA).

Office. The Office development type includes development in areas designated for Commercial Office uses.

Industrial/Business Park. The Industrial/Business Park development type includes light industrial, warehousing, and business park development. Future development in this category includes any development in areas designated for Light Industrial and Business Park uses. To estimate vehicle trip generation from future development in this category, this study assumes a mix of 50% light industrial and 50% business park uses.

Public Facilities. The public facilities category includes government facilities, schools, hospitals and similar public or quasi-public uses. Parks and open space are not included in this category because they create little or no demand for the facilities addressed in this report.

Units of Development

In this study, quantities of existing and planned development are measured in terms of certain units of development. Those units are discussed below.

Acreage. Land area is a fundamental attribute of all types of development. Gross acreage, representing the acreage of a development site before street right-of-way is dedicated, is used in this study as a measure of land area for all development types.

Dwelling Units. The dwelling unit (DU) is the most commonly used measure of residential development, and is the standard unit for residential development in this study.

Building Area. For private non-residential development, gross building area in thousands of square feet (KSF) is used as the standard unit of development.

The relationship between acreage and the other units of development discussed above can be defined as follow:

Residential Density. The relationship between dwelling units and acreage is referred to as "density," and is defined by the average number of dwelling units per acre for a particular type of residential development. The inverse of density is acres per dwelling unit. For example, single family residential development might have a density of 4.0 dwelling units per acre, which equates to 0.25 acres per dwelling unit.

Floor Area Ratio. Floor area ratio (FAR) is a factor that represents the relationship between building area and site area for non-residential development. For example, a FAR of 0.25 : 1 (commonly expressed 0.25) indicates that building floor area equals 25% of site area. Translated into square feet, for a floor area ratio of 0.25, each acre (43,560 square feet) of site area would convert to 10,890 (43,560 x 0.25) square feet or 10.89 KSF of building area.

Demand Variables

In calculating impact fees, the relationship between facility needs and development must be quantified in cost allocation formulas. Certain measurable attributes of development (e.g., population, vehicle trip generation) are used in those formulas to reflect the impact of different types and amounts of development on the demand for specific public services and the facilities that support those services.

Those attributes are referred to in this study as "demand variables." Demand variables are selected either because they directly measure service demand created by various types of development, or because they are reasonably correlated with that demand.

For example, the service standard for parks in a community is typically defined as a ratio of park acreage to population. As population grows, more parks are needed to

maintain the desired standard. Logically, then, population is an appropriate yardstick or demand variable for measuring the impacts of development on the need for additional parks.

Similarly, the need for capacity in a street system depends on the volume of traffic the system must handle. Thus the vehicle trip generation rate (the number of vehicle trips generated by each unit of development per day) is an appropriate demand variable to represent the impact of development on the street system.

Each demand variable has a specific value per unit of development for each type of development. Those values may be referred to as *demand factors*. For example, according to the Institute of Transportation Engineers (ITE) trip generation manual, a single-family detached dwelling unit generates an average of 9.57 vehicle trips each weekday.

On that basis, the traffic impact factor for single-family residential development is 9.57 trips per day per dwelling unit. Other land use categories have different impact factors. Some of the impact factors used in this study are based on widely-accepted standards (e.g., trip generation rates), while others are based on local conditions (e.g., population per dwelling unit).

Specific demand variables used in this study are discussed below. The values of demand factors used in this report are shown in Table 2.1 on page 2-5.

Resident Population. Resident population is used as a demand variable to calculate impact fees for facilities like parks that are intended to serve residents of the City. Resident population is tied to residential development, so this variable attributes no demand to non-residential development. Where the term "population" is used alone in this report, it refers to resident population. (See the discussion of service population, below.)

Service Population. The impact of development on some facilities addressed in this study is measured using "service population." Service population is a composite variable consisting of both residents and employees. Residents are included to reflect demand created by residential development. Employees of businesses in the City are included to reflect service demand created by non-residential development in general, not just the demand created by the employees themselves.

The use of service population in this report is similar to its use in the 2006 Riverside County Impact Fee Study on which Wildomar's current impact fees are based. However, the relative weights applied to components of service population in this study differ from the weights used in the Riverside County study.

Vehicle Trips. The impact of development on a City's street and highway system is often measured by the number of average daily vehicle trips (ADT) generated by devel-

opment. In this study, ADT is used to measure the impact of development on the City's street system, including roadways, intersections, bridges and traffic signals.

The trip generation rates used in this study are the same rates used in a 2010 study to update Riverside County's impact fees. As this is being written, the fees calculated in the 2010 update have not yet been adopted.

The ADT rates for residential development are taken directly from the Institute of Transportation Engineers (ITE) publication, *Trip Generation*, 7th edition. The ADT rates used for non-residential development are based on ITE rates, but have been adjusted by the Riverside County Transportation and Land Use Management Agency to reflect local conditions.

Table 2.1 on the next page shows the value of key factors used in this study.

Table 2.1: Key Factors Used in This Study

Development Type	Dev Units [1]	Fl Area Ratio [2]	Avg Units per Acre [3]	Svc Pop per Unit [4]	Trips per Unit [5]
Residential, Single-Family	DU	N/A	1.41	3.10	9.57
Residential, Multi-Family	DU	N/A	12.00	2.20	6.72
Commercial	KSF	0.25	10.89	2.33	34.95
Office	KSF	0.30	13.07	3.00	9.96
Industrial/Business Park	KSF	0.35	15.25	1.34	4.05
Public/Institutional	KSF	0.30	13.07	2.10	10.46

[1] Units of development: DU = dwelling unit; KSF = 1,000 gross square feet of building area (non-residential development)

[2] Expected average floor area ratio (FAR) = square feet of building area / square feet of site area based on 2003 Riverside County General Plan EIR

[3] Average units of development per acre for future development estimated by Colgan Consulting and the City of Wildomar Planning Department

[4] Service population includes average resident population per unit for residential development and average employees per unit for non-residential development; population per unit of residential development estimated by Colgan Consulting; employees per unit of non-residential development from the 2003 Riverside County General Plan EIR

[5] Average daily trips (ADT) per unit of development; residential trip rates published by ITE; non-residential trip rates based on ITE rates with adjustments by the Riverside County Transportation and Land Use Management Agency (TLMA)

Existing and Future Development

Tables 2.2 through 2.4 on the following pages present data on existing and future development in the City of Wildomar. Data from those tables will be used throughout

this report. Table 2.2 on the next page shows data for existing development as of October, 2011.

Table 2.2: City of Wildomar - Existing Development - October 2011

Development Types	Unit Type	Acres [1]	Estimated Units [2]	Estimated Svc Pop [3]	Estimated ADT [4]
Residential, Single-Family	DU	4,702.88	9,748	30,219	93,288
Residential, Multi-Family	DU	86.80	1,042	2,292	7,002
Subtotal Residential		4,789.68	10,790	32,511	100,290
Commercial	KSF	237.50	2,586	6,025.0	90,381
Office	KSF	2.04	27	81.0	269
Industrial/Business Park	KSF	52.80	805	1,079	3,258
Public/Institutional	KSF	81.15	1,060	2,226	11,088
Subtotal Non-residential		373.49	4,478	9,411	104,996
Total		**5,163.17**		**41,922**	**205,286**

[1] Acres of existing and future development based on analysis of County of Riverside Assessor's parcel data by Colgan Consulting and the City of Wildomar Planning Dept.

[2] Estimated existing single family residential units based on parcel count; estimated existing multi-family residential units and non-residential units, and all future development based on acres and units per acre from Table 2.1

[3] Service population consists of residents (residential development) and employees (non-residential development); estimates based on units and population or employees per unit from Table 2.1

[4] Estimated average daily vehicle trips (ADT) based on units and ADT per unit from Table 2.1

Table 2.3 presents a forecast of future development in the City, based on acres undeveloped of land designated for certain land uses in the General Plan.

Table 2.3: City of Wildomar - Added Development (October 2011 to Buildout)

Development Types	Unit Type	Acres [1]	Estimated Units [2]	Estimated Svc Pop [3]	Estimated ADT [4]
Residential, Single-Family	DU	6,151.79	5,521	17,115	52,836
Residential, Multi-Family	DU	84.75	1,017	2,237	6,834
Subtotal Residential		6,236.54	6,538	19,352	59,670
Commercial	KSF	447.82	4,877	11,363	170,451
Office	KSF	58.79	768	2,304	7,649
Industrial/Business Park	KSF	259.54	3,957	5,302	16,013
Public/Institutional	KSF	84.27	1,101	2,312	11,516
Subtotal Non-residential		850.42	10,703	21,281	205,629
Total		**7,086.96**		**40,633**	**265,299**

Note: see footnotes at Table 2.2

Table 2.4 sums the data from the previous two tables and represents a forecast of total development in the City at buildout.

Table 2.4: City of Wildomar - Total Development at Buildout

Development Types	Unit Type	Acres [1]	Estimated Units [2]	Estimated Svc Pop [3]	Estimated ADT [4]
Residential, Single-Family	DU	10,854.67	15,269	47,334	146,124
Residential, Multi-Family	DU	171.55	2,059	4,529	13,836
Subtotal Residential		11,026.22	17,328	51,863	159,960
Commercial	KSF	685.32	7,463	17,388.00	260,832
Office	KSF	60.83	795	2,385.00	7,918
Industrial/Business Park	KSF	312.34	4,762	6,381.00	19,271
Public/Institutional	KSF	165.42	2,161	4,538.00	22,604
Subtotal Non-residential		1,223.91	15,181	30,692	310,625
Total		**12,250.13**		**82,555**	**470,585**

Note: see footnotes at Table 2.2

Growth Potential

The numbers in Tables 2.2, 2.3 and 2.4 indicate that existing residential development in Wildomar represents about 63% of its potential units and buildout population. But the City has achieved only about 31% of its potential for non-residential development as reflected by the number of employees and square feet of non-residential building area. These tables show that overall development as measured by service population and daily vehicle trips are currently at 51% and 44% of buildout levels respectively.

Another way of looking at those numbers is that if development in Wildomar occurs as depicted in this report, the City's population will ultimately increase by 60%, its employment by over 200%, and its total vehicle trips by 125%.

The fees calculated in subsequent chapters are intended to pay for the capital facilities needed to serve the additional demand created by future development forecasted in this chapter.

Chapter 3
Street and Intersection Improvements

This chapter addresses impact fees for street and intersection improvements needed to serve future development in Wildomar. The improvements identified in this chapter are based on the current City of Wildomar General Plan Circulation Element. Projects to be funded by the Western Riverside County Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) are excluded from this analysis. The City has determined that there are no existing deficiencies in the portions of the City's street system that will be funded by impact fees calculated in this chapter.

Service Area

The service area for fees calculated in this chapter is the entire study area defined in Chapter 2. The resulting fees are intended to apply to all future development in the study area.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements. The street and intersection improvement projects identified in this chapter will be needed entirely as a result of future development, so the entire cost of those improvements is allocated to future development in the impact fee calculations.

Demand Variable

In this analysis, the demand for street improvements is measured by average daily vehicle trips (ADT) associated with future development. Future vehicle trips are projected using the trip generation factors in Table 2.1, Chapter 2.

Level of Service

The improvements used in this analysis are based on the level of service standard used in the General Plan Circulation Element. Specifically, the Circulation element provides for Level of Service (LOS) C generally, and allows LOS D only at intersections of any combination of secondary highways, major highways, urban expressways and freeway ramps.

Facility Costs

Table 3.1 on the next page, lists the street improvements, intersection improvements, and bridges or culverts used in calculating impact fees in this chapter.

Table 3.1: Street and Intersection Improvements (Excludes TUMF Projects)

Project	Segment		Estimated Cost [1]
Street Improvements			
Bundy Canyon Rd	Corydon St to Mission Tr	$	99,669
Baxter Rd	I-15 NB ramp to Porras Rd	$	3,441,316
La Estrella St	Porras Rd to W of Meadow Park Dr	$	1,270,952
La Estrella St	E of Crest Meadows Dr to City Limit	$	3,184,678
Grand Av	Central St to Clinton Keith Rd	$	4,462,761
Orange St	Bundy Canyon Rd to Gruwell St	$	4,463,511
Gruwell St	Orange St to Palomar St	$	225,181
Monte Vista Dr	Bundy Canyon Rd to Baxter	$	4,307,701
Unnamed North-South St	Baxter to La Estrella St	$	1,763,410
Porras Rd	Baxter to La Estrella St	$	713,865
George Av	La Estrella to Clinton Keith Rd	$	1,075,821
Iodine Springs Rd	La Estrella to Clinton Keith Rd	$	1,548,491
Inland Valley Dr	Clinton Keith Rd to Prielipp Rd	$	671,301
Prielipp Rd	Inland Valley to City Limit	$	1,309,758
Subtotal Street Improvements		$	28,538,415
Intersections			
Intersection Frontage	Bundy Canyon Rd / Corydon St	$	1,482,965
Intersection Frontage	Bundy Canyon Rd / Mission Tr	$	1,888,629
Intersection Frontage	Bundy Canyon Rd / Orange St	$	1,290,456
Intersection Frontage	Bundy Canyon Rd / Sellers Rd	$	1,126,054
Intersection Frontage	Bundy Canyon Rd / Monte Vista Rd	$	786,366
Intersection Frontage	Bundy Canyon Rd / Farm Rd	$	1,202,780
Intersection Frontage	Bundy Canyon Rd / Sunset Av (1/2)	$	503,906
Intersection Frontage	Central Av / Wild Stallion Ln & Cevera Rd	$	903,137
Intersection Frontage	Central Av (Baxter) / Monte Vista Rd	$	883,787
Intersection Frontage	Clinton Keith Rd / 730' E of Palomar St	$	313,459
Intersection Frontage	Clinton Keith Rd / Stable Lanes Rd	$	580,971
Intersection Frontage	Clinton Keith Rd / Hidden Springs Rd	$	580,971
Intersection Frontage	Clinton Keith Rd / Arya Dr	$	222,928
Intersection Frontage	Clinton Keith Rd / George Av	$	953,853
Intersection Frontage	Clinton Keith Rd / Inland Valley Dr	$	1,630,753
Intersection Frontage	Clinton Keith Rd / Smith Ranch Rd	$	313,459
Intersection Frontage	Grand Av / Corydon St	$	614,519
Intersection Frontage	Grand Av / Sheila Ln	$	349,235
Intersection Frontage	Grand Av / Gruwell St	$	606,279
Intersection Frontage	Grand Av / McVicar St	$	430,509
Intersection Frontage	Corydon St / Palomar St	$	1,397,534
Intersection Frontage	Corydon St / Union Av	$	655,844
Intersection Frontage	Mission Tr / Malaga Rd	$	472,892
Intersection Frontage	Mission Tr / Canyon Dr	$	827,541
Intersection Frontage	Mission Tr / Palomar St	$	1,267,472
Intersection Frontage	Mission Tr (Palomar) / Gruwell St	$	1,128,990
Intersection Frontage	Mission Tr (Palomar) / McVicar St	$	784,952
Subtotal Intersections		$	23,200,242
Bridges and Culverts			
La Estrella Street Bridge		$	2,012,794
Gruwell St. @Murrieta Creek/Wildomar Channel Bridge Widening		$	535,531
Central St. @ Murrieta Creek/Wildomar Channel Bridge Widening		$	448,351
Wildomar Creek Culvert Extension @ McVicar		$	23,280
Subtotal Bridges and Culverts		$	3,019,956
Total		**$**	**54,758,613**

[1] Detailed cost estimates are available from the City of Wildomar Public Works Department

The street improvements and intersection improvements listed in Table 3.1 include only those improvements beyond the two inside lanes on any roadway. The two inside travel lanes across the street frontage of any development project will be considered project improvements necessary for access to the development, and therefore will be the direct responsibility of abutting developers on either side of the street.

Any additional street improvements beyond the two inside travel lanes, including additional lanes, frontage improvements, bridge widening and culvert extensions are covered by the impact fees calculated in this chapter. The cost of those improvements will be shared by all future development through the impact fees.

Intersection improvements are also split between those associated with a two-lane street and those needed for the full development of the street section as indicated in the Circulation Element. Intersection improvements in excess of those required for two-lane streets are also covered by the impact fees calculated in this chapter.

Allocation of Costs

In Table 3.2, the initial allocation of street and intersection improvement costs to future development by development type is based on the share of new vehicle trips associated with each type of development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained on the next page.

Table 3.2: Allocation of Costs - Street and Intersection Improvements

Development Type	Dev Units [1]	Share of New Trips [2]	Share of Cost [3]	Realloc P/I Cost [4]	Final Allocation [5]
Residential, Single-Family	DU	19.9%	$ 10,905,530	$ 2,104,711	$ 13,010,240
Residential, Multi-Family	DU	2.6%	$ 1,410,561	$ 272,231	$ 1,682,792
Commercial	KSF	64.2%	$ 35,181,664		$ 35,181,664
Office	KSF	2.9%	$ 1,578,780		$ 1,578,780
Industrial/Business Park	KSF	6.0%	$ 3,305,137		$ 3,305,137
Public/Institutional	KSF	4.3%	$ 2,376,941	$ (2,376,941)	$ 0
Totals		100.0%	$ 54,758,613	$ 0	$ 54,758,613

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

[2] New vehicle trips by development type as a percentage of total new vehicle trips; percentages based on data from Table 2.3

[3] Share of improvement cost = total improvement cost from Table 3.1 X share of new trips

[4] Reallocated Public/Institutional costs; see discussion in text

[5] Final allocation = share of cost + reallocated Public/Institutional cost

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 3.2, to single family and multi-family residential development, based on their relative shares of trip generation. The reallocated costs are used to calculate the impact fees. The effect is to increase the impact fees for residential development by about 19%.

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 3.3. Costs allocated to each type of development in Table 3.2 are divided by the added trips by development type to calculate a cost per trip. Then the cost per trip is multiplied by the trips per unit of development to arrive at a fee per unit.

Table 3.3: Impact Fees per Unit of Development - Street Improvements

Development Type	Dev Units [1]	Final Cost Allocation [2]	Added Trips [3]	Cost per Trip [4]	Trips per Unit [5]	Fee per Unit [6]
Residential, Single-Family	DU	$ 13,010,240	52,836	$ 246.24	9.57	$ 2,356.50
Residential, Multi-Family	DU	$ 1,682,792	6,834	$ 246.24	6.72	$ 1,654.72
Commercial	KSF	$ 35,181,664	170,451	$ 206.40	34.95	$ 7,213.80
Office	KSF	$ 1,578,780	7,649	$ 206.40	9.96	$ 2,055.78
Industrial/Business Park	KSF	$ 3,305,137	16,013	$ 206.40	4.05	$ 835.27
Public/Institutional	KSF	$ 0	11,516	$ 0.00	10.46	$ 0.00

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

[2] Final cost allocation; see Table 3.2

[3] Trips added by future development type; see Table 2.3

[4] Cost per trip = final cost allocation / added trips

[5] Trips per unit; see Table 2.1

[6] Fee per unit of development = cost per trip X trips per unit

Projected Revenue

Potential revenue from the street impact fees calculated in this chapter can be projected by applying the fees per unit of development from Table 3.3 to forecasted future units as shown in Table 2.3. The results are shown in Table 3.4 on the next page.

Table 3.4: Projected Revenue - Street Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 2,356.50	5,521	$ 13,010,237
Residential, Multi-Family	DU	$ 1,654.72	1,017	$ 1,682,850
Commercial	KSF	$ 7,213.80	4,877	$ 35,181,703
Office	KSF	$ 2,055.78	768	$ 1,578,839
Industrial/Business Park	KSF	$ 835.27	3,957	$ 3,305,163
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 54,758,792**

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Fee per unit of development; see Table 3.3
[3] Future units; see Table 2.3
[4] Projected revenue = fee per unit X future units

Impact fees calculated in this chapter are based on the cost of providing street improvements that are needed only to serve future development. Assuming that development occurs and improvements are constructed as anticipated in this study, the revenue projected in Table 3.4 would approximately cover the total improvement cost shown in Table 3.1, provided that fees are adjusted periodically to keep pace with changes in construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees and on imposition of impact fees for street and intersection improvements.

Chapter 4
Police Impact Fees

This chapter calculates impact fees for future police facilities to serve additional development in Wildomar. The City contracts with the Riverside County Sheriff's Department (RCSD) for law enforcement services, and a Sheriff's Captain acts as the City's police chief. Wildomar is served by Sheriff's Department personnel from a substation in nearby Lake Elsinore.

Definite plans for future police facilities to serve the City have not been developed, but it is obvious, given the extent of projected growth in Wildomar, that additional facility space will be needed to meet additional demand for law enforcement services generated by future development in the City. Whether that space will be provided in a new Wildomar substation or by expanding other RCSD facilities has not been decided, but in either case, the City will be responsible for the cost.

The impact fees calculated in this chapter are based on the cost of maintaining the current ratio of facility space to service population. That ratio is based on Wildomar's existing service population and the share of space in the Lake Elsinore Sheriff's station being used to serve the City. The cost used in the calculations is the estimated cost of additional facility space needed to maintain the existing ratio for future development in Wildomar. The actual ratio of facility square footage to service population is discussed below in the Level of Service section.

Service Area

Although the service area for the Lake Elsinore Sheriff's station extends well beyond the boundaries of Wildomar, the impact fees calculated in this chapter relate only to the City of Wildomar study area defined in Chapter 2. Those fees are intended to apply to all future development in the study area.

Demand Variable

In this chapter, service population is used in the impact fee calculations to represent service demand created by all types of development. As discussed in Chapter 2, service population is a composite variable consisting of both resident population (representing residential development) and employees (representing non-residential development). The service population factors from Table 2.1 in Chapter 2 are used to calculate impact fees in this chapter.

Level of Service

The existing Lake Elsinore Sheriff's station is approximately 27,000 square feet in size. An estimated 20% of the calls served by that station originate in Wildomar. Thus, it is

reasonable to assume that the amount of facility space needed to serve Wildomar at present is 20% of 27,000 square feet, or 5,400 square feet. Based on those numbers, Table 4.1 calculates the current level of service, in terms of square feet per capita of service population.

Table 4.1: Square Feet per Capita - Police Facilities

Existing Square Feet [1]	Existing Service Pop [2]	Square Feet per Capita [3]
5,400	41,895	0.129

[1] Existing square feet of facility space serving Wildomar; see discussion in text
[2] Existing service population; see Table 2.2
[3] Square feet per capita of service population = existing square feet / existing service population

Methodology

This chapter calculates impact fees using the standard-based method discussed in Chapter 1. Standard-based fees are calculated using a specified relationship or standard that determines the number of service units to be provided for each unit of development.

The standard used to determine the amount of additional law enforcement space needed to serve future development in Wildomar is the existing ratio of square feet to service population, as shown in Table 4.1, above. That standard is used to determine the amount of additional facility space needed to serve future development, based on the growth forecast in Chapter 2.

Facility Cost

Table 4.2 on the next page calculates the cost of future police facilities using the square feet-per-capita factor from Table 4.1 with the projected future service population from table 2.3, and the estimated cost per square foot for construction of police facilities.

Table 4.2: Cost of Future Facilities - Police Facilities

Square Feet per Capita [1]	Added Svc Pop [2]	Total Square Feet [3]	Cost per Square Foot [4]	Facility Cost [5]
0.129	40,633	5,234	$505.78	$2,647,234

[1] Square feet of law enforcement space per capita of service population; see Table 4.1
[2] Projected service population added by future development; see Table 2.3
[3] Total square feet of space required to serve future development = square feet per capita X added service population
[4] Cost per square foot of building area includes estimated construction cost of $500 per square foot plus $5.78 per square foot for land (based on a floor area ratio of 0.25 and land cost of $63,000 per acre)
[5] Total cost of additional facility space = total square feet X cost per square foot

Allocation of Costs

As shown in Table 4.3, the initial allocation of police facility costs to future development by development type is based on the share of service population associated with each type of development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

Table 4.3: Allocation of Costs - Police Facilities

Development Type	Dev Units [1]	Share of Svc Pop [2]	Share of Cost [3]	Realloc P/I Cost [4]	Final Allocation [5]
Residential, Single-Family	DU	42.1%	$ 1,115,040	$ 133,215	$ 1,248,254
Residential, Multi-Family	DU	5.5%	$ 145,740	$ 17,412	$ 163,152
Commercial	KSF	28.0%	$ 740,298		$ 740,298
Office	KSF	5.7%	$ 150,105		$ 150,105
Industrial/Business Park	KSF	13.0%	$ 345,425		$ 345,425
Public/Institutional	KSF	5.7%	$ 150,626	$ (150,626)	$ 0
Totals		100.0%	$ 2,647,234	$ 0	$ 2,647,234

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Service population by development type as a percentage of total added service population; percentages based on data from Table 2.3
[3] Share of facility cost = facility cost from Table 4.2 X share of service population
[4] Reallocated Public/Institutional costs; see discussion in text
[5] Final allocation = share of cost + reallocated Public/Institutional cost

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated

to Public/Institutional development are reallocated in Table 4.3, to the single family and multi-family residential development categories, based on their relative shares of added population. The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 12%.

Impact Fees per Unit of Development

Table 4.4 shows the calculation of Police impact fees per unit of development by development type. Those fees are calculated using the allocated costs from Table 4.3, the added service population by development type from Table 2.3, and the service population-per-unit factors from Table 2.1.

Table 4.4: Fees per Unit of Development - Police Facilities

Development Type	Dev Units [1]	Final Allocation [2]	Added Svc Pop [3]	Cost per Capita [4]	Svc Pop per Unit [5]	Fee per Unit [6]
Residential, Single-Family	DU	$ 1,248,254	17,115	$ 72.93	3.10	$ 226.09
Residential, Multi-Family	DU	$ 163,152	2,237	$ 72.93	2.20	$ 160.45
Commercial	KSF	$ 740,298	11,363	$ 65.15	2.33	$ 151.80
Office	KSF	$ 150,105	2,304	$ 65.15	3.00	$ 195.45
Industrial/Business Park	KSF	$ 345,425	5,302	$ 65.15	1.34	$ 87.30
Public/Institutional	KSF	$ 0	2,312	$ 0.00	2.10	$ 0.00

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Final cost allocation; see Table 4.3
[3] Added service population; see Table 2.3
[4] Cost per capita = final allocation / added service population
[5] Service population per unit; see Table 2.1
[6] Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the Police impact fees calculated in this chapter can be projected by applying the fees per unit by development type from Table 4.4 to forecasted future units from Table 2.3. The results are shown in Table 4.5.

Table 4.5: Projected Revenue - Police Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 226.09	5,521	$ 1,248,243
Residential, Single-Family	DU	$ 160.45	1,017	$ 163,178
Commercial	KSF	$ 151.80	4,877	$ 740,329
Office	KSF	$ 195.45	768	$ 150,106
Industrial/Business Park	KSF	$ 87.30	3,957	$ 345,446
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 2,647,301**

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

[2] Fee per unit of development; see Table 4.4

[3] Future units; see Table 2.3

[4] Projected revenue = fee per unit X future units; this study assumes no fees will be collected from Public/Institutional development such as schools.

Impact fees calculated in this chapter are based on the cost of providing additional facilities needed only to serve future development. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 4.5 would approximately cover the total facility cost shown in Table 4.2, provided that fees are adjusted periodically to keep pace with changes in construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 5
Fire Protection Facilities and Equipment

This chapter addresses impact fees for fire protection facilities needed to serve future development in Wildomar. The City of Wildomar contracts with the Riverside County Fire Department (RCFD) for fire protection services, including fire prevention, fire suppression, emergency medical response and related services.

Fire protection services are provided to Wildomar by RCFD using a regional system of fire protection facilities and equipment. At present there is one fire station (Station #61) in the City. That station, which is owned by Riverside County, is located south of the I-15 freeway near Central Avenue between Grand Avenue and Palomar Street. Several other fire stations operated by RCFD also respond to calls in Wildomar. They include Station 75 (Bear Creek), Station 94 (Canyon Hills) and Station 68 (Menifee).

Wildomar's current contract with RCFD covers the cost of operating approximately 1.3 fire stations. RCFD has identified a need for another fire station north of the I-15 freeway in Wildomar as the City grows. No specific location has been identified.

Fire Station #61, the existing fire station in the City, is outdated and undersized. In its present condition it is inadequate to serve the long term needs of the City. The City has been in discussions with Riverside County and RCFD regarding plans to replace Station #61 with a larger building on a larger site, or at a minimum to renovate and expand the existing station.

It is virtually certain that much of the cost of such a project will be paid by the City, possibly with participation of the Wildomar Redevelopment Agency. It is also possible the City may acquire ownership of the fire station. A final decision on those matters has not been reached. However, it is clear under Wildomar's contract with RCFD that the City will be responsible for constructing any new fire stations needed to serve the City.

Service Area

The service area for fees calculated in this chapter is the entire study area defined in Chapter 2. The resulting fees are intended to apply to all development in the study area.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements.

According to the analysis in this chapter, the demand for fire protection services will approximately double between now and buildout of the City. So, for purposes of the impact fee analysis, it is reasonable to allocate the entire cost of the additional fire station and a new Type I fire engine to future development in the impact fee calculations.

Demand Variable

In this analysis, the demand for fire protection services is measured by service population, which is consistent with the method used by Riverside County to calculate the fire protection impact fees currently in effect in Wildomar. In the impact fee calculations, costs are allocated in proportion to the service population associated with different types of development.

As discussed in Chapter 2, service population consists of both residents (representing residential development) and employees (representing non-residential development). Service population factors associated with different types of development are shown in Table 2.1, and are used later in this chapter to calculate the impact fees (see Table 5.3).

Level of Service

This analysis assumes there will be two fire stations in the City at buildout. New development will account for approximately half (49.2%) of the projected demand for fire protection services at buildout, so impact fees charged to future development to pay for one new fire station are based on essentially the same level of service provided to existing development in the City.

Facility and Equipment Costs

As discussed above, Wildomar has one existing fire station, and one new fire station will be needed in the future. A fully-equipped new Type I fire engine will be needed for the new fire station. Table 5.1 shows the cost of the fire station and the fire engine that will be used in calculating impact fees in this chapter.

Table 5.1: Cost of Future Fire Station and Fire Engine

Component	Component Cost [1]
Future Fire Station (includes FF&E)	$ 4,500,000
Fire Station Site (2 Acres)	$ 126,000
Future Type I Engine	$ 500,000
Total Facility/Equipment Cost	**$ 5,126,000**

[1] Cost estimates for the fire station and the fire engine provided by the Riverside County Fire Department. The estimated cost for land is based on a per-acre price of $63,000

Allocation of Costs

As shown in Table 5.2, the initial allocation of the future fire station/fire engine costs to future development by development type is based on the share of service population associated with each type of development. However, the costs allocated to the Public/Institutional development category, made up primarily of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below

Table 5.2: Allocation of Costs - Future Fire Station and Fire Engine

Development Type	Dev Units [1]	Share of Svc Pop [2]	Share of Cost [3]	Realloc P/I Cost [4]	Final Allocation [5]
Residential, Single-Family	DU	42.1%	$ 2,159,119	$ 257,952	$ 2,417,071
Residential, Multi-Family	DU	5.5%	$ 282,206	$ 33,715	$ 315,921
Commercial	KSF	28.0%	$ 1,433,484		$ 1,433,484
Office	KSF	5.7%	$ 290,658		$ 290,658
Industrial/Business Park	KSF	13.0%	$ 668,866		$ 668,866
Public/Institutional	KSF	5.7%	$ 291,667	$ (291,667)	$ 0
Totals		100.0%	$ 5,126,000	$ 0	$ 5,126,000

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

[2] Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3

[3] Share of facility cost = facility cost from Table 5.1 X share of service population

[4] Reallocated Public/Institutional costs; see discussion in text

[5] Final allocation = share of cost + reallocated Public/Institutional cost

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 5.2 to single family and

multi-family residential development, based on their relative shares of population. The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 12%.

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 5.3. Costs allocated to each type of development in Table 5.2 are divided by the added service population by development type to calculate a cost per capita. Then the cost per capita is multiplied by the service population per unit of development to arrive at a fee per unit.

Table 5.3: Impact Fees per Unit of Development - Fire Protection

Development Type	Dev Units [1]	Final Allocation [2]	Added Svc Pop [3]	Cost per Capita [4]	Svc Pop per Unit [5]	Fee per Unit [6]
Residential, Single-Family	DU	$ 2,417,071	17,115	$ 141.23	3.10	$ 437.80
Residential, Multi-Family	DU	$ 315,921	2,237	$ 141.23	2.20	$ 310.70
Commercial	KSF	$ 1,433,484	11,363	$ 126.15	2.33	$ 293.94
Office	KSF	$ 290,658	2,304	$ 126.15	3.00	$ 378.46
Industrial/Business Park	KSF	$ 668,866	5,302	$ 126.15	1.34	$ 169.05
Public/Institutional	KSF	$ 0	2,312	$ 0.00	2.10	$ 0.00

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

[2] Final cost allocation; see Table 5.2

[3] Added service population; see Table 2.3

[4] Cost per capita = final allocation / added service population

[5] Service population per unit; see Table 2.1

[6] Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the fire protection impact fees calculated in this chapter can be projected by applying the fees per unit of development from Table 5.3 to forecasted future units as shown in Table 2.3. The results are shown in Table 5.4.

Table 5.4: Projected Revenue - Fire Protection Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 437.80	5,521	$ 2,417,094
Residential, Multi-Family	DU	$ 310.70	1,017	$ 315,982
Commercial	KSF	$ 293.94	4,877	$ 1,433,545
Office	KSF	$ 378.46	768	$ 290,657
Industrial/Business Park	KSF	$ 169.05	3,957	$ 668,931
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 5,126,209**

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

[2] Fee per unit of development; see Table 5.3

[3] Future units; see Table 2.3

[4] Projected revenue = fee per unit X future units

Impact fees calculated in this chapter are based on the cost of providing additional facilities that are needed only to serve future development. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 5.4 would approximately cover the total facility cost shown in Table 5.1, provided that fees are adjusted periodically to keep pace with changes in construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Park Impact Fees

This chapter addresses park impact fees for residential development that does not involve a subdivision.

To maintain consistency with the fees charged in residential subdivisions, these impact fees are calculated according to the standards set forth in the Quimby Act (Govt. Code Section 66477), which is part of the Subdivision Map Act and governs fees in lieu of park land dedication for residential subdivisions.

The Quimby Act

Under the Quimby Act, the City may, by ordinance, "require the dedication of land or impose a requirement for payment of fees in lieu thereof, or a combination of both, for park or recreational purposes as a condition of approval of a tentative tract map or parcel map…." The provisions of the Quimby Act apply only to residential subdivisions.

An ordinance imposing dedication and fee requirements under the Quimby Act must contain "definite standards for determining the proportion of a subdivision to be dedicated and the amount of any fee to be paid in lieu thereof."

Before imposing these requirements, the City must have adopted a general plan or specific plan containing policies and standards for parks and recreation facilities. The dedicated land and/or in-lieu fees "are to be used only for the purpose of developing new or rehabilitating existing neighborhood or community park or recreational facilities to serve the subdivision (paying the fees)." Fees can be used for parks and recreational facilities that do not serve the subdivision that paid the fees only if certain requirements are satisfied. That does not mean that parks or recreational facilities acquired or constructed with the fees must be exclusively for the use of the subdivision paying the fees.

The Quimby Act provides that only in-lieu fees, not land dedication requirements, may be applied to subdivision of less than 50 parcels. Otherwise, the City may choose to require either land dedication or payment of in-lieu fees.

The City has adopted an ordinance pursuant to the Quimby Act imposing land dedication or fees in lieu of dedication on residential subdivisions. That ordinance is codified in Section 16.20.020 of the Wildomar Municipal Code.

Park Impact Fees for Non-Subdivision Projects. Because the provisions of the Quimby Act apply only to subdivisions, residential development projects that do not involve a subdivision of land (i.e., projects on existing parcels) are not subject to the dedication and fee requirements authorized by the Act.

However, residential development that does not involve a subdivision has the same park and recreation needs as development involving a subdivision. Therefore, the park impact fees calculated in this chapter, which apply to residential development not involving a subdivision, are based on the same standards that apply to subdivisions.

Service Area

Fees addressed in this chapter are calculated for a single citywide service area encompassing the entire study area defined in Chapter 2. The resulting fees are intended to apply to all residential development not involving a subdivision in the study area.

The City has not adopted park standards to define the service radius for various types of parks, so there is no definitive basis for making that determination. Community parks typically have a much larger service radius than neighborhood parks, and in a city of Wildomar's size, may serve the entire city. So, to the extent that park impact fees are spent on community parks, proximity to the development paying the fees is less of a concern.

Demand Variable

Level-of-service standards for parks are almost universally based on population. In addition, the Quimby Act specifies that park land dedication/in-lieu fee standards must be based on the relationship between park acreage and population. Thus, population will be used as the demand variable in calculating acreage requirements and park impact fees in this chapter. Population-per-dwelling-unit factors for residential development types are shown in Table 2.1 in Chapter 2.

Level of Service

Wildomar has three existing parks, which are listed in Table 6.1. The City has no parks master plan, and has not designated any of the existing parks as either neighborhood or community parks.

Table 6.1: Existing Parks

Existing Parks	Total Acreage
Marna O'Brien Park	8.94
Regency Heritage Park	3.26
Windsong Park	2.07
Total	**14.27**

Table 6.2 on the next page calculates the existing ratio of park acreage to population, based on the existing park acreage shown in Table 6.1 and the existing population from Table 2.2 in Chapter 2.

Table 6.2: Existing Park Acres per 1,000 Residents

Existing Park Acres [1]	Estimated 2011 Population [2]	Existing Park Acres per Capita [3]	Existing Park Acres per 1000 [4]
14.27	32,511	0.00044	0.44

[1] Existing acres of parks in Wildomar; see Table 6.1
[2] Estimated 2011 population; see Table 2.2
[3] Existing park acres per capita = existing park acres / estimated 2011 population
[4] Existing park acres per 1,000 residents = existing park acres per capita X 1,000

The Quimby Act provides that park land dedication requirements may be based on a ratio of at least 3.0 acres per thousand residents, and may increase to a maximum of 5.0 acres per thousand to match the existing ratio if the existing ratio (as of the last Census) exceeds 3.0 acres per thousand.

In this case, as shown in Table 6.2 above, the current ratio of park land to population in Wildomar is below 3.0 acres per 1,000, so a ratio of 3.0 acres per thousand residents will be used to calculate the park impact fees.

Methodology

This chapter calculates impact fees using the method specified in the Quimby Act to calculate park land dedication requirements and fees in lieu of park land dedication. That method is identical to the standard-based method discussed in Chapter 1. Standard-based fees are calculated using a specified relationship or standard that determines the number of service units to be provided for each unit of development.

Because population is used as a demand variable in the fee calculations, and population is related to residential development, the fees calculated in this chapter apply only to residential development.

Required Acres per Unit of Development

Table 6.3, on the following page, calculates the acres of park land per unit that must be provided to meet the standard of 3.0 acres per 1,000 residents. That number varies with the average number of persons per unit by development type.

Table 6.3: Acres per Unit for Park Impact Fee

Development Type	Dev Units [1]	Acres per Capita [2]	Persons per Unit [3]	Acres per Unit [4]
Residential, Single-Family	DU	0.003	3.10	0.0093
Residential, Multi-Family	DU	0.003	2.20	0.0066

[1] DU = dwelling units
[2] Acres per capita based on the Quimby minimum of 3.0 acres per 1,000 residents
[3] Persons per dwelling unit; see Table 2.1
[4] Acres per unit = acres per capita X persons per unit

Table 6.4 calculates park impact fees, based on the acres-per-unit factors form Table 6.3 and the estimated average cost per acre to acquire park land in Wildomar.

Table 6.4 also includes a very small fee that will be charged to new development to cover the cost of a park master plan the City will prepare to determine the best way to spend the revenue generated by the park in-lieu fees and park impact fees.

Only the Park Master Plan component of these impact fees will be charged to residential subdivisions that are required to dedicate park land or pay fees in lieu of park land dedication under the Quimby Act and Section 16.20.020 of the Wildomar Municipal Code.

Table 6.4: Fees per Unit - Park Impact Fees

Development Type	Dev Units [1]	Acres per Unit [2]	Cost per Acre [3]	Park Fee per Unit [4]	Plan Fee per Unit [5]	Total Fee per Unit [6]
Residential, Single-Family	DU	0.0093	$63,000	$585.90	$8.01	$593.91
Residential, Multi-Family	DU	0.0066	$63,000	$415.80	$5.68	$421.48

[1] DU = dwelling units
[2] Acres per unit; see Table 6.3
[3] Estimated cost per acre to acquire land for parks
[4] Park impact fee per unit = acres per unit X cost per acre
[5] Park master plan impact fee per unit based on estimated total cost of $50,000 or $2.58 per capita for future residents; see Table 2.3 for future development
[6] Total fee per unit = park impact fee per unit + park master plan impact fee per unit

Projected Revenue

Potential revenue from the combined park in-lieu fees paid by development in residential subdivisions and park impact fees paid by residential development not involving a subdivision can be approximated by applying the fees per unit from Table 6.4 to fore-

casted future residential units by development type, as shown in Table 6.5. This projection assumes that all future residential development involving a subdivision will pay in-lieu fees rather than dedicating land, and that any non-subdivision residential projects will pay park impact fees.

Table 6.5: Projected Revenue - Park Impact and Park In-Lieu Fees

Development Type	Units [1]	Total Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$593.91	5,521.00	$ 3,278,974
Residential, Multi-Family	DU	$421.48	1,017.00	$ 428,649
Total Projected Revenue				**$ 3,707,624**

[1] DU = dwelling unit
[2] Total park impact fee + park master plan impact fee per unit; See Table 6.4
Assumes subdivision projects pay in-lieu fees identical to park impact fees
[3] See Table 2.3, Chapter 2
[4] Projected revenue = total fee per unit X future units

The costs used in this chapter are in current dollars, and the fees calculated above should be adjusted periodically to reflect changes in land costs.

Chapter 7
Community Centers

This chapter calculates impact fees for community center facilities in Wildomar. At present, the City has no community center facilities. This report estimates that the City is now almost 63% built out in terms of population.

The City may not impose impact fees on new development to pay for more than its proportionate share of the cost of facilities, so impact fees charged to new development would be limited to paying for about 37% of the cost of any new community center facilities. If Wildomar imposes impact fees on new development to pay for community center facilities, the City must identify other fund sources to pay for the existing community's share of the cost of those facilities.

Service Area

Fees addressed in this chapter are calculated for a single citywide service area encompassing the entire study area defined in Chapter 2. The resulting fees are intended to apply to all residential development in the study area. It is important that revenue from those fees be spent for facilities that serve occupants of the development projects paying the fees. However, this report assumes that the City would construct only one community center facility to serve the entire City, and that facility would benefit all residential development in the City.

Demand Variable

Community center facilities are provided for the use of City residents. Any use by non-residents would be incidental. Consequently, resident population is used as the demand variable in calculating impact fees for community centers in this study. Because population is used as the demand variable in the fee calculations and population is related to residential development, the fees calculated in this chapter apply only to residential development.

Methodology

This chapter calculates impact fees using the standard-based method discussed in Chapter 1. Standard-based fees are calculated using a specified relationship or standard that determines the number of service units to be provided for each unit of development. The fees calculated in this chapter are based on the relationship between population and community center space as defined in Table 7.1 on the next page.

Level of Service and Cost per Capita

The level of service standard used in this analysis is 0.4 square feet of community center space per capita. Based on that standard, Table 7.1 shows the total size of a community center needed to serve the forecasted buildout population of the City. It also shows the estimated facility cost and the average cost per capita.

Table 7.1: Level of Service and Cost per Capita - Community Centers

Buildout Population [1]	Square Feet per Capita [2]	Total Square Feet [3]	Cost per Square Foot [4]	Facility Cost [5]	Cost per Capita [6]
51,863	0.40	20,745	$380.78	$7,899,357	152.31

[1] Projected population at buildout; see Table 2.4
[2] Square feet of building area per capita
[3] Total square feet of recreation center space = buildout population X square feet per capita
[4] Cost per square foot of building area includes construction cost of $350 per square foot plus $25.00 per square foot for furniture, fixtures and equipment and $5.78 per square foot for land (based on FAR of 0.25 and land cost of $63,000 per acre)
[5] Facility cost = total square feet X cost per square foot
[6] Cost per capita = square feet per capita X cost per square foot

In the next section, the average cost per capita from Table 7.1 is used to calculate impact fees per unit of development by development type.

Impact Fees per Unit of Development

Table 7.2 shows the community center impact fees per unit of development by development type. Those fees are calculated using the per-capita cost from Table 7.1 and the persons per dwelling unit factors from Table 2.1. Note that impact fees based on resident population apply only to residential development types.

Table 7.2: Fees per Unit of Development - Community Centers

Development Type	Dev Units [1]	Pop per Unit [2]	Cost per Capita [3]	Fee per Unit [4]
Residential, Single-Family	DU	3.10	$152.31	$472.17
Residential, Multi-Family	DU	2.20	$152.31	$335.09

[1] Units of development; DU = dwelling unit
[2] Population per unit of development; see Table 2.1
[3] Cost per capita; see Table 7.1
[4] Fee per unit of development = population per unit X cost per capita

Projected Revenue

Potential revenue from the community center impact fees calculated in this chapter can be projected by applying the fees per unit from Table 7.2 to forecasted future residential units from Table 2.3. The results are shown in Table 7.3.

Table 7.3: Projected Revenue - Community Center Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 472.17	5,521	$ 2,606,851
Residential, Multi-Family	DU	$ 335.09	1,017	$ 340,787
Total				**$ 2,947,637**

[1] Units of development; DU = dwelling unit
[2] Fee per unit of development; see Table 7.2
[3] Future units; see Table 2.3
[4] Projected revenue = fee per unit X future units

Because the impact fees calculated here are intended to cover only future development's proportionate share of the cost of the City's community center facilities, the projected revenue shown in Table 7.3 equals 37.3% of the estimated total cost of the facility.

As discussed earlier, based on the forecast of future development in Chapter 2, the population added between 2011 and buildout will represent 37.3% of the total population at buildout. To cover the other 62.7% of the cost, the City will have to fund $4.9 million of the facility cost from other sources of revenue.

The costs used in this chapter are given in current dollars, and the fees calculated above should be indexed, or adjusted at least annually, to keep pace with changes in price levels. See the Implementation Chapter for more on indexing of fees.

Chapter 8
City Hall

This chapter calculates impact fees for a permanent City Hall in Wildomar. At present, the City leases space for City Hall, but in the long run, the City intends to construct its own City Hall building.

The impact fees calculated in this chapter are based on future development's proportionate share of the cost of a future City Hall building. This report estimates that the City is now approximately 51% built out in terms of service population.

As discussed below, service population is used to represent the service demand created by development, and the impact fees calculated in this report are intended to pay for no more than new development's proportionate share of the cost of the future City Hall. Consequently, the City must identify other fund sources to pay for the existing community's share of the cost of a new building.

Service Area

Fees addressed in this chapter are calculated for a single citywide service area encompassing the entire study area defined in Chapter 2. Those fees are intended to apply to all development in the study area.

Demand Variable

In this chapter, service population is used in the impact fee calculations to represent service demand created by all types of development. As discussed in Chapter 2, service population is a composite variable consisting of both resident population (representing residential development) and employees (representing non-residential development). The service population per-unit factors from Table 2.1 in Chapter 2 are used to calculate impact fees in Table 8.3.

Level of Service

The level of service standard used to determine the size of the City Hall building needed at buildout of Wildomar is based on an analysis of data from other cities in the area regarding the relationship between city hall size and population. A conservative ratio of 0.25 square feet of building area per capita of service population is used to establish the size of the future City Hall building used to calculate these impact fees.

Methodology

This chapter calculates impact fees using the standard-based method discussed in Chapter 1. Standard-based fees are calculated using a specified relationship or standard that determines the number of service units to be provided for each unit of development.

In the impact fee calculations, the cost of a new City Hall building is allocated to both existing and future development, so the impact fees reflect only future development's share of total facility cost. To calculate those impact fees, new development's proportionate share of the cost of the facility is allocated to future development in the City, based on the shares of service population associated with various types of development.

Facility Costs

Based on the level-of-service standard discussed in the Level of Service section above, Table 8.1 shows the total size and estimated cost of a future City Hall building needed to serve the projected service population of the City at buildout.

Table 8.1: Level of Service and Cost per Capita - City Hall

Square Feet per Capita [1]	Buildout Svc Pop [2]	City Hall Square Feet [3]	Cost per Square Foot [4]	Facility Cost [5]
0.25	82,555	20,639	$440.78	$ 9,097,148
New Development's Share of Cost (49.2%) [6]				**$ 4,477,553**

[1] Square feet per capita of service population used as a planning standard
[2] Projected service population at buildout; see Table 2.4
[3] Square feet of City Hall building = sq. ft. per capita X buildout service pop.
[4] Cost per square foot of building area includes estimated construction cost of $435 per square foot plus $5.78 per square foot for land (based on a floor area ratio of 0.25 and land cost of $63,000 per acre)
[5] Facility cost = City Hall square feet X cost per square foot
[6] New development's share of cost = new development's share of buildout service population; see Tables 2.3 and 2.4

Allocation of Costs

As shown in Table 8.2 on the next page, the initial allocation of City Hall costs to future development by development type is based on the percentage of future service population associated with each type of development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 8.2, to single family and multi-family residential development, based on their relative shares of population.

The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 12%.

Table 8.2: Allocation of Costs - City Hall

Development Type	Dev Units [1]	Share of Svc Pop [2]	Share of Cost [3]	Realloc P/I Cost [4]	Final Allocation [5]
Residential, Single-Family	DU	42.1%	$ 1,885,987	$ 225,321	$ 2,111,308
Residential, Multi-Family	DU	5.5%	$ 246,506	$ 29,450	$ 275,957
Commercial	KSF	28.0%	$ 1,252,146		$ 1,252,146
Office	KSF	5.7%	$ 253,889		$ 253,889
Industrial/Business Park	KSF	13.0%	$ 584,254		$ 584,254
Public/Institutional	KSF	5.7%	$ 254,771	$ (254,771)	$ 0
Totals		100.0%	$ 4,477,553	$ 0	$ 4,477,553

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

[2] Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3

[3] Share of facility cost = new development's share of facility cost from Table 8.1 X share of service population

[4] Reallocated Public/Institutional costs; see discussion in text

[5] Final allocation = share of cost + reallocated Public/Institutional cost

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 8.3 on the next page. Costs allocated to each type of development from Table 8.2 are divided by the added service population by development type to calculate a cost per capita. Then the cost per capita is multiplied by the service population per unit of development to arrive at a fee per unit.

Table 8.3: Impact Fees per Unit of Development - City Hall

Development Type	Dev Units [1]	Final Allocation [2]	Added Svc Pop [3]	Cost per Capita [4]	Svc Pop per Unit [5]	Fee per Unit [6]
Residential, Single-Family	DU	$ 2,111,308	17,115	$ 123.36	3.10	$ 382.42
Residential, Multi-Family	DU	$ 275,957	2,237	$ 123.36	2.20	$ 271.39
Commercial	KSF	$ 1,252,146	11,363	$ 110.20	2.33	$ 256.75
Office	KSF	$ 253,889	2,304	$ 110.20	3.00	$ 330.59
Industrial/Business Park	KSF	$ 584,254	5,302	$ 110.20	1.34	$ 147.66
Public/Institutional	KSF	$ 0	2,312	$ 0.00	2.10	$ 0.00

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Final cost allocation; see Table 8.2
[3] Added service population; see Table 2.3
[4] Cost per capita = final allocation / added service population
[5] Service population per unit; see Table 2.1
[6] Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the City Hall impact fees calculated in this chapter can be projected by applying the fees per unit by development type from Table 8.3 to forecasted future units from Table 2.3. The results are shown in Table 8.4.

Table 8.4: Projected Revenue - City Hall Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 382.42	5,521	$ 2,111,341
Residential, Single-Family	DU	$ 271.39	1,017	$ 276,004
Commercial	KSF	$ 256.75	4,877	$ 1,252,170
Office	KSF	$ 330.59	768	$ 253,893
Industrial/Business Park	KSF	$ 147.66	3,957	$ 584,291
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 4,477,698**

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Fee per unit of development; see Table 8.3
[3] Future units; see Table 2.3
[4] Projected revenue = fee per unit X future units

Impact fees calculated in this chapter are based on the future development's share of the cost of a new City Hall. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 8.4 would cover

slightly less than half of the total facility cost shown in Table 8.1, if fees are adjusted periodically to keep pace with changes in land and construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust construction cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 9
Animal Shelter

This chapter calculates impact fees for the regional animal shelter serving Wildomar. The Animal Shelter was completed in 2010. It is located in Wildomar and is intended to serve the needs of Wildomar and other several other participating communities far into the future. Construction was financed through a joint powers authority, to which Wildomar is a party, and Wildomar is responsible for paying a share of the debt service each year through 2038.

For purposes of the impact fee analysis, Wildomar's share of the animal shelter cost is defined as the present value of its share of the 30-year stream of debt service payments required to pay off the debt on the building. That cost is allocated proportionately between existing and future development

Service Area

Although the service area for the animal shelter extends well beyond the boundaries of Wildomar, the impact fees calculated in this chapter are based on Wildomar's share of the cost of that facility, and relate only to the City of Wildomar study area defined in Chapter 2. The fees are intended to apply to all future development in the study area.

Demand Variable

Most animals that end up in the animal shelter start out as household pets, so impact fees for the animal shelter will be charged only to residential development. That is why resident population, which represents residential development, is used in the impact fee calculations for the animal shelter. The population per-unit factors from Table 2.1 in Chapter 2 are used to calculate impact fees per unit in Table 9.2 on page 9-3.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated using a specified set of facilities and a specified increment of development that is served by those facilities. In this case, Wildomar's share of the cost of the animal shelter is allocated to both existing and future development, so the impact fees reflect only future development's proportionate share of the cost.

Level of Service

Level of service is not a factor in the calculation of impact fees for the animal shelter. The level of service is implied in the size and cost of the existing animal shelter, and it is not necessary to address it explicitly here.

Cost per Capita

Table 9.1 shows the calculation of the cost per capita for the animal shelter. To incorporate bond interest into the facility cost, the total cost of the facility is calculated as the present value of the stream of debt service payments (principal and interest) on the animal shelter over the 30-year term of the bonds, discounted at 3% per year to account for expected inflation. That method incorporates interest cost into the overall cost of the facility, while discounting for the fact that money paid in the future has less value than money paid today.

The principal amount of the debt incurred to build the animal shelter was $15.1 million. The sum of all scheduled payments on that debt over 30 years will amount to $33.6 million, and the present value of those payments, discounted at 3% per year for future inflation, equals $24,376,082. Table 9.1 shows Wildomar's 17.1% share of that cost and calculates the cost per capita based on the projected population of the City at buildout.

Table 9.1: Cost per Capita - Animal Shelter

Facility Cost [1]	Wildomar Percentage [2]	Wildomar Cost Share [3]	Buildout Population [4]	Cost per Capita [5]
$24,376,082	17.1%	$4,168,310	51,863	$80.37

[1] Facility cost = discounted present value of all debt service payments on bonds issued for construction of the regional animal shelter; see discussion in text
[2] Wildomar percentage = the percentage of capital cost to be paid by Wildomar
[3] Wildomar cost share = facility cost X Wildomar percentage
[4] Buildout population of Wildomar; see Table 2.4
[5] Cost per capita = Wildomar cost share / buildout population

In the next section, the average cost per capita from Table 9.1 is used to calculate impact fees per unit of development by development type.

Impact Fees per Unit of Development

Table 9.2 on the next page shows the Animal Shelter impact fees per unit of development by development type. Those fees are calculated using the per-capita cost from Table 9.1 and the population per unit factors from Table 2.1.

Table 9.2: Fees per Unit of Development - Animal Shelter

Development Type	Dev Units [1]	Population per Unit [2]	Cost per Capita [3]	Fee per Unit [4]
Residential, Single-Family	DU	3.10	$80.37	$249.15
Residential, Multi-Family	DU	2.20	$80.37	$176.82

[1] Units of development; DU = dwelling unit
[2] Population per unit; see Table 2.1
[3] Cost per capita; see Table 9.1
[4] Fee per unit = population per unit X cost per capita

Projected Revenue

Potential revenue from the Animal Shelter impact fees calculated in this chapter can be projected by applying the fees per unit by development type from Table 9.2 to forecasted future units from Table 2.3. The results are shown in Table 9.3.

Table 9.3: Projected Revenue - Animal Shelter Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 249.15	5,521	$ 1,375,557
Residential, Single-Family	DU	$ 176.82	1,017	$ 179,826
Total				**$ 1,555,383**

[1] Units of development; DU = dwelling unit
[2] Fee per unit of development; see Table 9.2
[3] Future units; see Table 2.3
[4] Projected revenue = fee per unit X future units

The impact fees calculated here are intended to cover only future development's share of the cost of the Animal Shelter, so the projected revenue shown in Table 9.3 equals roughly 37.3% of Wildomar's share of the cost of the Animal Shelter. The remaining cost will have to be funded by the City from non-impact fee sources of revenue.

Other impact fees calculated in this report assume that facilities will be constructed in the future on a pay-as-you-go basis. Those impact fees should be indexed, or adjusted annually, to keep pace with construction costs.

However, the Animal Shelter has already been constructed and was financed with debt. The cost used in the impact fee calculations is the present value of all debt service payments, discounted for expected inflation. Since the cost was discounted at a fixed rate, the fees should be increased annually by the same fixed rate, regardless of the actual rate of inflation in future years.

Chapter 10
Corporation Yard Impact Fees

This chapter calculates impact fees for future corporation yard facilities to serve additional development in Wildomar. At present, the City contracts for street and park maintenance and does not have a corporation yard. However, in the future, Wildomar will need to construct its own corporation yard, whether or not the City continues to contract for maintenance services.

Plans have not been developed for the City's future corporation yard, so this chapter uses conservative estimates of the size and cost of such a facility. When that facility is completed, it will serve both existing and future development in the City.

The impact fees calculated in this chapter will cover only future development's proportional share of the cost of the corporation yard. The existing community's share of the cost will have to be funded from other sources of revenue.

Service Area

The service area for fees calculated in this chapter is the study area defined in Chapter 2. The resulting fees are intended to apply to all development in the study area.

Demand Variable

In this chapter, service population is used in the impact fee calculations to represent service demand created by all types of development. As discussed in Chapter 2, service population is a composite variable consisting of both resident population (representing residential development) and employees (representing non-residential development). The service population factors from Table 2.1 in Chapter 2 are used to calculate impact fees in this chapter.

Level of Service

The needs analysis for corporation yard facilities was not driven by a level of service standard, but rather by a very conservative assessment of the actual facilities that will be needed by the City at buildout. Although there is a level of service implied by that assessment, the level of service is not explicitly involved in the impact fee calculations.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements.

Thus, to calculate impact fees for corporation yard facilities, new development's proportionate share of the cost of the planned corporation yard is allocated to future development in the City, based on the shares of service population associated with each development type.

Facility Cost

Table 10.1 shows the estimated cost for the planned corporation yard facility. It also shows future development's share of that cost, based on future development's projected share of total service population at buildout.

Table 10.1: Estimated Costs - Corporation Yard

Component	Unit Type	No. of Units	Est. Cost per Unit [1]	Estimated Cost [2]
Maintenance/Storage Building	Sq. Ft.	3,000	$ 400.00	$ 1,200,000
Site Development	Acres	5	$ 75,000.00	$ 375,000
Corporation Yard Site Site	Acres	5	$ 63,000.00	$ 315,000
Total Cost				**$ 1,890,000**
New Development's Share of Cost (49.2%) [3]				**$ 930,245**

[1] Estimated costs provided by the City of Wildomar
[2] Estimated cost = number of units X estimated cost per unit
[3] New develoment's share of cost = new development's share of buildout service population; see Tables 2.3 and 2.4

Allocation of Costs

As shown in Table 10.2 on the next page, the initial allocation of corporation yard costs to future development by development type is based on the percentage of future service population associated with each type of development. However, the costs allocated to the Public/Institutional development type, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 10.2 to single family and multi-family residential development, based on their relative shares of population.

The reallocated costs are used to calculate the impact fees. The effect is to increase the impact fees for residential development by about 12%.

Development Type	Dev Units [1]	Share of Svc Pop [2]	Share of Cost [3]	Realloc P/I Cost [4]	Final Allocation [5]
Residential, Single-Family	DU	42.1%	$ 391,828	$ 46,812	$ 438,640
Residential, Multi-Family	DU	5.5%	$ 51,213	$ 6,119	$ 57,332
Commercial	KSF	28.0%	$ 260,143		$ 260,143
Office	KSF	5.7%	$ 52,747		$ 52,747
Industrial/Business Park	KSF	13.0%	$ 121,383		$ 121,383
Public/Institutional	KSF	5.7%	$ 52,931	$ (52,931)	$ 0
Totals		**100.0%**	**$ 930,245**	**$ 0**	**$ 930,245**

[1] Units of development; DU = dwelling unit; KSF = 1,000 gross square feet of building area
[2] Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3
[3] Share of facility cost = new development's share of facility cost from Table 10.1 X share of service population
[4] Reallocated Public/Institutional costs; see discussion in text
[5] Final allocation = share of cost + reallocated Public/Institutional cost

Impact Fees per Unit of Development

Table 10.3 shows the calculation of corporation yard impact fees per unit of development by development type. Those fees are calculated using the final allocated costs from Table 10.2, the added service population by development type from Table 2.3, and the service population per-unit factors from Table 2.1.

Table 10.3: Fees per Unit of Development - Corporation Yard

Development Type	Dev Units [1]	Final Allocation [2]	Added Svc Pop [3]	Cost per Capita [4]	Svc Pop per Unit [5]	Fee per Unit [6]
Residential, Single-Family	DU	$ 438,640	17,115	$ 25.63	3.10	$ 79.45
Residential, Multi-Family	DU	$ 57,332	2,237	$ 25.63	2.20	$ 56.38
Commercial	KSF	$ 260,143	11,363	$ 22.89	2.33	$ 53.34
Office	KSF	$ 52,747	2,304	$ 22.89	3.00	$ 68.68
Industrial/Business Park	KSF	$ 121,383	5,302	$ 22.89	1.34	$ 30.68
Public/Institutional	KSF	$ 0	2,312	$ 0.00	2.10	$ 0.00

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Final cost allocation; see Table 10.2
[3] Added service population; see Table 2.3
[4] Cost per capita = final allocation / added service population
[5] Service population per unit; see Table 2.1
[6] Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the corporation yard impact fees calculated in this chapter can be projected by applying the fees per unit by development type from Table 10.3 to forecasted future units from Table 2.3. The results are shown in Table 10.4.

Table 10.4: Projected Revenue - Corporation Yard Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 79.45	5,521	$ 438,643
Residential, Single-Family	DU	$ 56.38	1,017	$ 57,338
Commercial	KSF	$ 53.34	4,877	$ 260,139
Office	KSF	$ 68.68	768	$ 52,746
Industrial/Business Park	KSF	$ 30.68	3,957	$ 121,401
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 930,268**

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

[2] Fee per unit of development; see Table 10.3

[3] Future units; see Table 2.3

[4] Projected revenue = fee per unit X future units; this study assumes no fees will be collected from Public/Institutional development such as schools.

Impact fees calculated in this chapter are based on the future development's share of the cost of planned corporation yard facilities. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 10.4 would cover slightly less than half of the total facility cost shown in Table 10.1, provided that fees are adjusted periodically to keep pace with changes in land and construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust construction cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 11
Drainage Improvements

This chapter addresses impact fees for drainage improvements needed to serve future development in Wildomar. Wildomar's topography creates unique issues for the City's drainage system. Runoff from development on the slopes of eastern Wildomar has the potential to create severe impacts on relatively flat, low-lying downstream areas in the western part of the City, so an effective drainage system is a very high priority in planning for development.

The drainage improvements identified in this chapter are based on local collector lines identified in the three drainage master plans that the cover the City:

- The Wildomar Master Drainage Plan
- The Sedco Master Drainage Plan
- The Murrieta Creek Master Drainage Plan

Cost estimates used in the impact fee calculations are based on the uncompleted portions of Wildomar's drainage system and have been updated to 2012. Those estimates do not include costs for which Riverside County collects Area Drainage Plan Fees.

The City has determined that there are no existing deficiencies in the drainage systems to be funded by the impact fees, so all of the improvements identified in this chapter are needed to serve future development.

Study Area

The study area for fees calculated in chapter is the entire study area defined in Chapter 2. The resulting fees are intended to apply to all future development in the study area.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements. The drainage improvement projects identified in this chapter will be needed entirely as a result of future development, so the entire cost of those improvements is allocated to future development in the impact fee calculations.

Demand Variable

In this analysis, the demand for drainage improvements is measured by the amount of additional impervious surface area associated with various types of development. The addition of impervious surfaces like roofs, patios and driveways prevents storm water

from percolating into the soil and increases the runoff from a site. The increased runoff creates a need for additional capacity in the drainage system.

Level of Service

The level of service standard used to establish the need for drainage improvements in Wildomar is the return frequency of the design storm used to calculate system capacity requirements in the drainage master plans.

The Wildomar and Murrietta creek facilities consist of a variety of surface channels and underground reinforced concrete pipes of various sizes. The channels are all designed to carry the 100-year storm flow. All underground facilities are designed to carry the 10-year storm flow.

The Sedco Master Plan consists of surface channels and underground reinforced concrete pipe of various sizes. The underground portion of lines A, B, and C and any other underground facilities as described in the Master Plan are designed to convey the 10-year storm flow. All surface channels are designed to convey the 100-year storm flow.

Facility Costs

Table 11.1 summarizes the cost of drainage improvements used to calculate impact fees in this chapter.

Table 11.1: Drainage System Improvements

Drainage System Component	Estimated Cost [1]
Wildomar Master Drainage Plan	$ 15,839,250
Sedco Master Drainage Plan	$ 3,779,008
Murrieta Creek Master Drainage Plan	$ 324,452
Total	**$ 19,942,710**

[1] Detailed cost estimates are available from the City of Wildomar Public Works Department

Impervious Surface Area per Unit

Table 11.2, on the next page, shows estimates of average added impervious area (ISA) per unit of development for various types of development. The amount of ISA on a site varies substantially with the density of development, so the breakdown of residential development types shown in Table 11.2 is more detailed for other impact fees calculated in this report.

The information shown for each type of development in Table 11.2 includes the expected average units of development per acre, the square feet of ISA per unit, ISA as a percentage of site area, the number of future units expected, and the total ISA added. The estimated area of impervious surface per unit is higher in absolute terms for lower density residential development, but is lower as a percentage of site area. The total amount of added ISA from Table 11.2 is used in the calculation of impact fees.

Table 11.2: New Impervious Surface Area - Future Development

Development Type	Dev Units [1]	Avg Units per Acre [2]	ISA SF per Unit [3]	% Site New ISA [4]	Future Units [5]	Total New ISA [6]
Residential Rural Mountainous	DU	0.1	4,500	1.6%	318	1,431,000
Residential Rural	DU	0.2	4,500	3.0%	40	180,000
Residential Estate Density	DU	0.5	4,500	6.9%	390	1,755,000
Residential Very Low Density	DU	1.0	4,250	12.6%	232	986,000
Residential Low Density	DU	1.5	4,000	23.0%	997	3,988,000
Residential Medium Density	DU	3.0	3,750	31.3%	2,910	10,912,500
Residential Med-High Density	DU	5.0	3,500	40.2%	634	2,219,000
Residential Very High Density	DU	17.0	2,200	85.9%	424	932,800
Residential Mixed Use Pl Area	DU	17.0	2,200	85.9%	593	1,304,600
Subtotal Residential					6,538	23,708,900
Commercial	Acre	1.0	39,204	90.0%	448	17,556,335
Office	Acre	1.0	39,204	90.0%	59	2,304,803
Business Park/Light Industrial	Acre	1.0	39,204	90.0%	260	10,175,006
Public Facilities	Acre	1.0	30,492	70.0%	84	2,569,561
Subtotal Non-Residential					850	32,605,705
Total Impervious Surface Area						**56,314,605**

[1] Units of development; DU = dwelling unit
[2] Estimated units of development per acre
[3] Square feet of new impervious surface area (ISA) per unit of development estimated by Colgan Consulting
[4] New impervious surface area as a percentage of site area
[5] Future units of development; see Table 2.3 (detailed breakdown of residential development types by Colgan Consulting)
[6] Total new impervious surface area

It should be noted that in Table 11.2, for purposes of estimating impervious surface area, acres are used as the units of development for the four categories of non-residential development. Elsewhere in this chapter and in the rest of the report, the units of development for non-residential development types are thousands of square feet (KSF) of building area.

Allocation of Costs

In Table 11.3, below, the total cost of drainage improvements from Table 11.2 is allocated to various types of development, based on their shares of the total impervious

surface area added by new development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 11.3, to various categories of residential development, based on their relative shares of ISA. The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 11%.

Table 11.3: Allocation of Costs - Drainage System Improvements

Development Type	Share of New ISA [1]	Share of Cost [2]	Realloc P/I Cost [3]	Final Allocation [4]
Residential Rural Mountainous	2.5%	$ 506,761	$ 54,922	$ 561,683
Residential Rural	0.3%	$ 63,743	$ 6,908	$ 70,652
Residential Estate Density	3.1%	$ 621,499	$ 67,358	$ 688,857
Residential Very Low Density	1.8%	$ 349,173	$ 37,843	$ 387,016
Residential Low Density	7.1%	$ 1,412,272	$ 153,061	$ 1,565,333
Residential Medium Density	19.4%	$ 3,864,447	$ 418,827	$ 4,283,274
Residential Med-High Density	3.9%	$ 785,815	$ 85,166	$ 870,982
Residential Very High Density	1.7%	$ 330,333	$ 35,801	$ 366,134
Residential Mixed Use Pl Area	2.3%	$ 461,998	$ 50,071	$ 512,070
Commercial	31.2%	$ 6,217,231		$ 6,217,231
Office	4.1%	$ 816,201		$ 816,201
Industrial/Business Park	18.1%	$ 3,603,278		$ 3,603,278
Public/Institutional	4.6%	$ 909,959	$ (909,959)	$ 0
Totals	**100.0%**	**$ 19,942,710**	**$ 0**	**$ 19,942,710**

[1] Share of new ISA based on Total New ISA column in Table 11.2

[2] Share of improvement cost = total improvement cost from Table 11.1 X share of new ISA

[3] Reallocated Public/Institutional costs; see discussion in text

[4] Final allocation = share of cost + reallocated Public/Institutional cost

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 11.4. In this table, costs allocated to each development category in Table 11.3 are divided by the number of added units in the category to compute an impact fee per unit.

Table 11.4: Impact Fees per Unit of Development - Drainage

Development Type	Dev Units [1]	Final Allocation [2]	Added Units [3]	Fee per Unit [4]
Residential Rural Mountainous	DU	$ 561,683	318	$ 1,766.30
Residential Rural	DU	$ 70,652	40	$ 1,766.30
Residential Estate Density	DU	$ 688,857	390	$ 1,766.30
Residential Very Low Density	DU	$ 387,016	232	$ 1,668.17
Residential Low Density	DU	$ 1,565,333	997	$ 1,570.04
Residential Medium Density	DU	$ 4,283,274	2,910	$ 1,471.92
Residential Med-High Density	DU	$ 870,982	634	$ 1,373.79
Residential Very High Density	DU	$ 366,134	424	$ 863.52
Residential Mixed Use Pl Area	DU	$ 512,070	593	$ 863.52
Commercial	KSF	$ 6,217,231	4,877	$ 1,274.81
Office	KSF	$ 816,201	768	$ 1,062.76
Industrial/Business Park	KSF	$ 3,603,278	3,957	$ 910.61
Public/Institutional	KSF	$ 0	1,101	$ 0.00

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross sq. ft. of bldg. area
[2] Final cost allocation; see Table 11.3
[3] Added units by development type; see Table 11.2
[4] Fee per unit of development = final cost allocation / added units

Projected Revenue

Potential revenue from the drainage impact fees calculated in this chapter can be projected by applying the fees per unit of development from Table 11.4 to forecasted future units. The results are shown in Table 11.5 on the next page.

Table 11.5: Projected Revenue - Drainage Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential Rural Mountainous	DU	$ 1,766.30	318	$ 561,683
Residential Rural	DU	$ 1,766.30	40	$ 70,652
Residential Estate Density	DU	$ 1,766.30	390	$ 688,857
Residential Very Low Density	DU	$ 1,668.17	232	$ 387,016
Residential Low Density	DU	$ 1,570.04	997	$ 1,565,333
Residential Medium Density	DU	$ 1,471.92	2,910	$ 4,283,274
Residential Med-High Density	DU	$ 1,373.79	634	$ 870,982
Residential Very High Density	DU	$ 863.52	424	$ 366,134
Residential Mixed Use Pl Area	DU	$ 863.52	593	$ 512,070
Commercial	KSF	$ 1,274.81	4,877	$ 6,217,231
Office	KSF	$ 1,062.76	768	$ 816,201
Industrial/Business Park	KSF	$ 910.61	3,957	$ 3,603,278
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 19,942,710**

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross sq. ft. of bldg. area
[2] Fee per unit of development; see Table 11.4
[3] Future units; see Table 11.2
[4] Projected revenue = fee per unit X future units

Impact fees calculated in this chapter are based on the cost of providing drainage improvements that are needed only to meet demand created by future development. Assuming that development occurs and improvements are constructed as anticipated in this study, the revenue projected in Table 11.5 would approximately cover the total facility cost shown in Table 11.1 if the fees are adjusted periodically to keep pace with changes in construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 12
Multi-Purpose Trails Impact Fees

This chapter calculates impact fees for multi-purpose trails. Wildomar has an existing trail network and the City is developing plans to expand the existing network into an extensive system of multi-purpose trails. The trails in that system range from four-foot wide dirt wilderness trails in rural areas to ten-foot wide trials surfaced with decomposed granite in more urban areas.

The impact fees calculated in this report are intended to pay for no more than new development's proportionate share of the cost of future improvements to the trail system. The City must identify other fund sources to pay for the existing community's share of the cost of additional trail construction.

As discussed below, service population is used to represent the service demand created by development. This report estimates that the City is now about 50.8% built out in terms of service population, so new development's share of the cost of future trail improvements is approximately 49.2%.

Service Area

Fees addressed in this chapter are calculated for a single citywide service area encompassing the entire study area defined in Chapter 2. Those fees are intended to apply to all new development in the study area.

Demand Variable

In this chapter, service population is used in the impact fee calculations to represent service demand created by all types of development. That is the same variable used to calculate the Riverside County Trails Impact Fees currently being collected by the City. As discussed in Chapter 2, service population is a composite variable consisting of both resident population (representing residential development) and employees (representing non-residential development). The service population per-unit factors from Table 2.1 in Chapter 2 are used in Table 12.3 on page 12-4.

Level of Service

The City does not have an adopted level of service standard for trails. The level of service is implied in the plans being developed for the trail system, which is summarized in Table 12.1 on the next page.

In this case, the City has decided to base the impact fees only on new development's proportionate share of the cost of **future** trails, rather than on a share of the cost of the

entire trail system. The impact fees calculated in this chapter will not include any costs for existing trails. As a result, the impact fees will be slightly lower than the amount needed to maintain the existing level of service for trails, in terms of replacement cost per capita. The estimated average replacement cost per capita for existing trails (using existing service population) is $219.00, while the impact fees are based on a per-capita cost of $216.00.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements. The improvement costs covered by the impact fees for multi-purpose trails are shown in the next section.

Facility Costs

Table 12.1 lists the existing and trail improvements and future trail improvements identified by the City Council for inclusion in a trails master plan that is currently under development. The cost used as the basis for the impact fee calculations is new development's proportionate share of the cost of future trails. That share is based on the ratio of added service population to total service population at buildout.

Table 12.2: Allocation of Costs - Multi-Purpose Trails

Development Type	Dev Units [1]	Share of Svc Pop [2]	Share of Cost [3]	Realloc P/I Cost [4]	Final Allocation [5]
Residential, Single-Family	DU	42.1%	$ 3,700,224	$ 442,069	$ 4,142,293
Residential, Multi-Family	DU	5.5%	$ 483,634	$ 57,780	$ 541,415
Commercial	KSF	28.0%	$ 2,456,655		$ 2,456,655
Office	KSF	5.7%	$ 498,120		$ 498,120
Industrial/Business Park	KSF	13.0%	$ 1,146,280		$ 1,146,280
Public/Institutional	KSF	5.7%	$ 499,849	$ (499,849)	$ 0
Totals		100.0%	$ 8,784,763	$ 0	$ 8,784,763

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3
[3] Share of cost = new development cost from Table 12.1 X share of service population
[4] Reallocated Public/Institutional costs; see discussion in text
[5] Final allocation = share of cost + reallocated Public/Institutional cost

Allocation of Costs

As shown in Table 12.2 on the next page, the initial allocation of multi-purpose trails costs to future development by development type is based on the percentage of future service population associated with each type of development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 12.2, to single family and multi-family residential development, based on their relative shares of population. The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 12%.

Table 12.2: Allocation of Costs - Multi-Purpose Trails

Development Type	Dev Units [1]	Share of Svc Pop [2]	Share of Cost [3]	Realloc P/I Cost [4]	Final Allocation [5]
Residential, Single-Family	DU	42.1%	$ 3,700,224	$ 442,069	$ 4,142,293
Residential, Multi-Family	DU	5.5%	$ 483,634	$ 57,780	$ 541,415
Commercial	KSF	28.0%	$ 2,456,655		$ 2,456,655
Office	KSF	5.7%	$ 498,120		$ 498,120
Industrial/Business Park	KSF	13.0%	$ 1,146,280		$ 1,146,280
Public/Institutional	KSF	5.7%	$ 499,849	$ (499,849)	$ 0
Totals		100.0%	$ 8,784,763	$ 0	$ 8,784,763

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3
[3] Share of cost = new development cost from Table 12.1 X share of service population
[4] Reallocated Public/Institutional costs; see discussion in text
[5] Final allocation = share of cost + reallocated Public/Institutional cost

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 12.3 on the next page. Costs allocated to each type of development, from Table 12.2 are divided by the added service population for each development type to calculate a cost per capita. Then the cost per capita is multiplied by the service population per unit of development to arrive at a fee per unit.

Table 12.3: Fees per Unit of Development - Multi-Purpose Trails

Development Type	Dev Units [1]	Final Allocation [2]	Added Svc Pop [3]	Cost per Capita [4]	Svc Pop per Unit [5]	Fee per Unit [6]
Residential, Single-Family	DU	$ 4,142,293	17,115	$ 242.03	3.10	$ 750.28
Residential, Multi-Family	DU	$ 541,415	2,237	$ 242.03	2.20	$ 532.46
Commercial	KSF	$ 2,456,655	11,363	$ 216.20	2.33	$ 503.74
Office	KSF	$ 498,120	2,304	$ 216.20	3.00	$ 648.59
Industrial/Business Park	KSF	$ 1,146,280	5,302	$ 216.20	1.34	$ 289.70
Public/Institutional	KSF	$ 0	2,312	$ 0.00	2.10	$ 0.00

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Final cost allocation; see Table 12.2
[3] Added service population; see Table 2.3
[4] Existing trails cost per capita = final allocation / added service population
[5] Service population per unit; see Table 2.1
[6] Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the in-lieu fees can be projected by applying the fees per unit from Table 12.3 to forecasted future units by development type from Table 2.3. The results are shown in Table 12.4.

Table 12.4: Projected Revenue - Multi-Purpose Trails

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 750.28	5,521	$ 4,142,296
Residential, Single-Family	DU	$ 532.46	1,017	$ 541,512
Commercial	KSF	$ 503.74	4,877	$ 2,456,740
Office	KSF	$ 648.59	768	$ 498,117
Industrial/Business Park	KSF	$ 289.70	3,957	$ 1,146,343
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 8,785,008**

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Fee per unit of development; see Table 12.3
[3] Future units; see Table 2.3
[4] Projected revenue = fee per unit X future units; this study assumes no fees will be collected from Public/Institutional development such as schools.

Impact fees calculated in this chapter are based on new development's share of the cost of planned future multi-purpose trails. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 12.4 would equal approximately 49.2% of estimated future trail costs shown in Table 12.1.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 13
Implementation

This chapter contains recommendations for adoption and administration of development impact fees based on this report. Statutory requirements for the adoption and administration of fees imposed as a condition of development approval are found in the Mitigation Fee Act (Government Code Sections 66000 *et seq.*). For implementation of fees in lieu of park land dedication, see the Quimby Act (Government Code Section 66477).

Adoption

The form in which development impact fees are enacted, whether by ordinance or resolution, should be determined by the City Attorney. Ordinarily, it is desirable that specific fee amounts be set by resolution to facilitate periodic adjustments.

Procedures for adoption of fees subject to the Mitigation Fee Act, including notice and public hearing requirements, are specified in Government Code Sections 66016 and 66018. It should be noted that Section 66018 refers to Government Code Section 6062a, which requires that the public hearing notice be published at least twice during the 10-day notice period.

Government Code Section 66017 provides that fees subject to the Mitigation Fee Act do not become effective until 60 days after final action by the governing body.

Actions establishing or increasing fees subject to the Mitigation Act require certain findings, as set forth in Government Code Section 66001 and discussed below and in Chapter 1 of this report.

Establishment of Fees. Pursuant to the Mitigation Fee Act (Section 66001(a)), when the City establishes fees to be imposed as a condition of development approval, it must make findings to:

1. Identify the purpose of the fee;
2. Identify the use of the fee; and
3. Determine how there is a reasonable relationship between:
    a. The use of the fee and the type of development project on which it is imposed; and
    b. The need for the facility and the type of development project on which the fee is imposed

Examples of findings that could be used for impact fees calculated in this study are shown below. The specific language of such findings should be reviewed and approved by the City Attorney.

Finding 1: Purpose of the Fee. The City Council finds that the purpose of the impact fees hereby enacted is to prevent new development from reducing the quality and availability of public services provided to residents of the City by requiring new development to contribute to the cost of additional capital assets needed to serve such development.

Finding 2: Use of the Fee. The City Council finds that revenue from the impact fees hereby enacted will be used to construct public facilities and pay for other capital assets needed to serve new development. Those public facilities and other assets are identified in the 2013 City of Wildomar Impact Fee Study prepared by Colgan Consulting Corporation. [1]

Finding 3: Reasonable Relationship: Based on data and analysis presented in the 2013 City of Wildomar Impact Fee Study prepared by Colgan Consulting Corporation, the City Council finds that there is a reasonable relationship between:

a. The use of the fees and the types of development projects on which they are imposed; and,

b. The need for facilities and the types of development projects on which the fees are imposed.

Administration

The California Mitigation Fee Act (Government Code Sections 66000 et seq.) mandates procedures for administration of impact fee programs, including collection and accounting, reporting, and refunds. References to code sections in the following paragraphs pertain to the California Government Code.

Imposition of Fees. Pursuant to the Mitigation Fee Act (Section 66001(a)), when the City imposes an impact fee upon a specific development project, it must make essentially the same findings adopted upon establishment of the fees to:

1. Identify the purpose of the fee;
2. Identify the use of the fee; and
3. Determine how there is a reasonable relationship between:

[1] According to Gov't Code Section 66001 (a) (2), the use of the fee may be specified in a capital improvement plan, the General Plan, or other public documents that identify the public facilities for which the fee is charged. The findings recommended here identify this impact fee study as the source of that information.

a. The use of the fee and the type of development project on which it is imposed;

b. The need for the facility and the type of development project on which the fee is imposed

In addition, Section 66001 (b), requires that, at the time when an impact fee is imposed on a specific development project, the City make a finding to determine how there is a reasonable relationship between:

c. The amount of the fee and the facility cost attributable to the development project on which it is imposed.

In addition, Section 66006 (f) provides that a local agency, at the time it imposes a fee for public improvements on a specific development project, "... shall identify the public improvement that the fee will be used to finance." In this case, the fees will be used to finance public facilities and other development-related capital expenditures identified in the 2013 City of Wildomar Impact Fee Study prepared by Colgan Consulting Corporation.

Section 66020 (d) (1) requires that the City, at the time it imposes an impact fee provide a written statement of the amount of the fee and written notice of a 90-day period during which the imposition of the fee can be protested. Failure to protest imposition of the fee during that period may deprive the fee payer of the right to subsequent legal challenge. Section 66022 (a) provides a separate procedure for challenging the establishment of an impact fee. Such challenges must be filed within 120 days of enactment.

The City should develop procedures for imposing fees that satisfy these requirements for findings and notice.

Collection of Fees. Section 66007 (a), provides that a local agency shall not require payment of fees by developers of residential projects prior to the date of final inspection or issuance of a certificate of occupancy, whichever occurs first. However, "utility service fees" (not defined) may be collected upon application for utility service. In a residential development project of more than one dwelling unit, Section 66007 (a) allows the agency to choose to collect fees either for individual units or for phases upon final inspection, or for the entire project upon final inspection of the first dwelling unit completed.

Section 66007 (b) provides two exceptions when the local agency may require the payment of fees from developers of residential projects at an earlier time: (1) when the local agency determines that the fees "will be collected for public improvements or facilities for which an account has been established and funds appropriated and for which the local agency has adopted a proposed construction schedule or plan prior to final inspection or issuance of the certificate of occupancy" or (2) the fees are "to reimburse the local

agency for expenditures previously made." Statutory restrictions on the time at which fees may be collected do not apply to non-residential development.

In cases where the fees are not collected upon issuance of building permits, Subsections 66007 (c) (1) and (2) provide that the city may require the property owner to execute a contract to pay the fee, and to record that contract as a lien against the property until the fees are paid.

Earmarking and Expenditure of Fee Revenue. Section 66006 (a) mandates that fees be deposited "with other fees for the improvement" in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency, except for temporary investments and expend those fees solely for the purpose for which the fee was collected. Section 66006 (a) also requires that interest earned on the fee revenues be placed in the capital account and used for the same purpose.

The language of the law is not clear as to whether depositing fees "with other fees for the improvement" refers to a specific capital improvement or a class of improvements (e.g., street improvements). We are not aware of any city that has interpreted that language to mean that funds must be segregated by individual projects. As a practical matter, that approach is unworkable because it would mean that no pay-as-you-go project could be constructed until all benefiting development had paid the fees. Common practice is to maintain separate funds or accounts for impact fee revenues by facility category (i.e., streets, park improvements), but not for individual projects. We recommend that approach.

It is important that fee revenue be expended so as to provide a reasonable benefit to the development projects from which the fees are collected. Some fees in this report were calculated without knowing the specific locations of all facilities to be funded by the fees. The City should exercise caution in the expenditure of those fees to ensure that facilities are located in such as way as to serve the development projects from which the fees were collected.

Impact Fee Exemptions, Reductions, and Waivers. In the event that a development project is found to have no impact on facilities for which impact fees are charged, such project must be exempted from the fees. If a project has characteristics that indicate its impacts on a particular public facility or infrastructure system will be significantly and permanently smaller than the average impact used to calculate impact fees in this study, the fees should be reduced accordingly. Per Section 66001 (b) of the Mitigation Fee Act, there must be a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed. A fee reduction is required if the fee is not proportional to the impact of the development on relevant public facilities.

In some cases, the City may desire to voluntarily waive or reduce impact fees that would otherwise apply to a project to promote goals such as affordable housing or economic development. Such a waiver or reduction may not result in increased costs to other development projects, and are allowable only if the City offsets the lost revenue from other fund sources.

Credit for Improvements Provided by Developers. If the City requires a developer, as a condition of project approval, to dedicate land or construct facilities or improvements for which impact fees are charged, the impact fee imposed on that development project for that type of facility must be adjusted to reflect a credit for such dedication or construction. In the event a developer voluntarily offers to dedicate land, or construct facilities or improvements in lieu of paying impact fees, the City may accept or reject such offers, and may negotiate the terms under which such an offer would be accepted.

Credit for Existing Development. If a project involves replacement, redevelopment or intensification of previously existing development, impact fees should be applied only to the portion of the project which represents a net increase in demand for relevant City facilities, applying the measure of demand used in this study to calculate that particular impact fee. Where residential service demand is estimated on the basis of demand per dwelling unit, an addition to a dwelling unit would not be subject to an impact fee if it does not increase the number of dwelling units in the structure. In any project that results in a net increase in the number of dwelling units, the added units would normally be subject to impact fees. A similar analysis can be applied to non-residential development, using the measure of demand on which the impact fees are based.

Reporting. Section 66006 (b) (1) requires that once each year, within 180 days of the close of the fiscal year, the local agency must make available to the public the following information for each separate account established to receive impact fee revenues:

1. A brief description of the type of fee in the account (Section 66006 (b) (1) (A));
2. The amount of the fee;
3. The beginning and ending balance of the account or fund;
4. The amount of the fees collected and interest earned;
5. Identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the percentage of the cost of the public improvement that was funded with fees;
6. Identification of the approximate date by which the construction of a public improvement will commence, if the City determines sufficient funds have been collected to complete financing of an incomplete public improvement;
7. A description of each inter-fund transfer or loan made from the account or fund, including interest rates, repayment dates, and a description of the improvement on which the transfer or loan will be expended;

8. The amount of any refunds or allocations made pursuant to Section 66001, paragraphs (e) and (f).

That information must be reviewed by the City Council at its next regularly scheduled public meeting, but not less than 15 days after the statements are made public, per Section 66006 (b) (2).

Refunds. Prior to the adoption of Government Code amendments contained in SB 1693, a local agency collecting impact fees was required to expend or commit impact fee revenue within five years or make findings to justify a continued need for the money. Otherwise, those funds had to be refunded. SB 1693, adopted in 1996, changed that requirement in material ways.

Now, Section 66001 (d) requires that, for the fifth fiscal year following the first deposit of any impact fee revenue into an account or fund as required by Section 66006 (b), and every five years thereafter, the local agency shall make all of the following findings for any fee revenue that remains unexpended, whether committed or uncommitted:

1. Identify the purpose to which the fee will be put;
2. Demonstrate the reasonable relationship between the fee and the purpose for which it is charged;
3. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements for which impact fees are to be used;
4. Designate the approximate dates on which the funding necessary to complete financing of those improvements will be deposited into the appropriate account or fund.

Those findings are to be made in conjunction with the annual reports discussed above. If such findings are not made as required by Section 66001, the local agency could be required to refund the moneys in the account or fund, per Section 66001 (d). Once the agency determines that sufficient funds have been collected to complete an incomplete improvement for which impact fee revenue is to be used, it must, within 180 days of that determination, identify an approximate date by which construction of the public improvement will be commenced (Section 66001 (e)). If the agency fails to comply with that requirement, it must refund impact fee revenue in the account according to procedures specified in Section 66001 (d).

Annual Update of the Capital Improvement Plan. Section 66002 (b) provides that if a local agency adopts a capital improvement plan to identify the use of impact fees, that plan must be updated annually by a resolution of the governing body at a noticed public hearing. The alternative, per Section 66001 (a) (2) is to identify improvements by applicable general or specific plans or in other public documents. We recommend that the City Council identify this study as the public document on which the use of the fees is based. In most cases, the CIP covers a limited number of years and may not include all improvements needed to serve future development covered by the impact fee study.

Indexing of Impact Fees. Impact fees calculated in this report assume the facilities in question will be constructed on a pay-as-you-go basis. Those fees are based on current cost estimates and should be adjusted annually to account for changes in cost levels. We recommend the *Engineering News Record* Building Cost Index (ENR-BCI) as the basis for indexing construction costs. Where land costs make up a significant portion of the costs covered by a fee, land costs should be adjusted separately, based changes in local land costs.

Imposition of Traffic Impact Fees

Some non-residential traffic impact fees in this report are calculated for broad categories of development, including Commercial and Industrial/Business Park development. Broad categories are used, because there is no way of knowing with any certainty the mix of specific development types that will arise within the range of uses allowed by the General Plan.

The trip generation rates used in the impact fee calculations are estimated average rates for those broad categories. However, those averages may not be well suited to every development project that falls within a particular category. When applying traffic impact fees to a particular non-residential development project, the City should consider whether the long-term traffic impacts of that project are reasonably reflected by the impact fees calculated in this chapter.

If the estimated trip generation rate for a specific development project is substantially higher or lower than the category average, a customized fee can be calculated using the cost per trip for that category from Table 3.3 in Chapter 3 of this report and the trip generation rate that best reflects the impacts of the project in question. If estimates of street improvement costs have been updated from the time this study was completed, the cost per trip should be adjusted accordingly.

Training and Public Information

Effective administration of an impact fee program requires considerable preparation and training. It is important that those responsible for collecting the fees, and for explaining them to the public, understand both the details of the fee program and its supporting rationale. It is important to pay close attention to handouts that provide information to the public regarding impact fees. Impact fees should be clearly distinguished from other fees, such as user fees for application processing, and the purpose and use of particular impact fees should be made clear.

Finally, anyone who is responsible for accounting, capital budgeting, or project management for projects involving impact fees must be fully aware of the restrictions placed on the expenditure of impact fee revenues. The fees recommended in this report are tied to specific improvements and cost estimates. Fees must be expended accordingly and the City must be able to show that funds have been properly expended.

Recovery of Study Costs

Colgan Consulting recommends that agencies charging impact fees increase the fees by a small percentage to recover the cost of periodically updating the fees.

One method that can be used for allocating the cost of fee study updates to impact fees is to divide the cost of the current study by the amount of revenue that will be generated by the impact fees before the fees will need to be updated. However, in light of uncertainty regarding the timing of an economic recovery, and the possibility that development may be unusually slow over the next five years, we believe that approach needs to be modified to take a longer view.

This report projects the total revenue in current dollars that will be collected through buildout of the City, assuming that development occurs as anticipated in the current General Plan.

The City anticipates that buildout will occur within approximately 20 years, and the impact fees will need to be recalculated about every five years. So over that period of time, the City would have to pay for three impact fee studies, in addition to this one. Using those assumptions, it is possible to calculate the City's average percentage cost of impact fee studies over the next 20 years. The actual calculation is shown in the Executive Summary at the beginning of this report.

Exhibit B
DIF FEE TABLE

Impact Fee Type	Residential Single-Family	Residential Multi-Family	Commercial	Office	Industrial/ Business Park
Development Units>>	DU [1]	DU [1]	KSF [1]	KSF [1]	KSF [1]
Streets/Intersections	$ 2,357	$ 1,655	$ 7,214	$ 2,056	$ 835
Police Facilities	$ 226	$ 160	$ 152	$ 195	$ 87
Fire Protection	$ 438	$ 311	$ 294	$ 378	$ 169
Parks	$ 594	$ 421	$ 0.00	$ 0.00	$ 0.00
Community Centers	$ 472	$ 335	$ 0.00	$ 0.00	$ 0.00
Animal Shelter	$ 249	$ 177	$ 0.00	$ 0.00	$ 0.00
City Hall	$ 382	$ 271	$ 257	$ 331	$ 148
Corporation Yard	$ 79	$ 56	$ 53	$ 69	$ 31
Drainage [2]	$ 1,374	$ 864	$ 1,275	$ 1,063	$ 911
Multi-Purpose Trails	$ 750	$ 532	$ 504	$ 649	$ 290
Total Fees	**$ 6,921**	**$ 4,782**	**$ 9,749**	**$ 4,741**	**$ 2,471**
Admin Cost Adjustment [3]	$ 33	$ 23	$ 46	$ 21	$ 12
Adjusted Total Fees	**$ 6,954**	**$ 4,805**	**$ 9,795**	**$ 4,762**	**$ 2,483**

[1] DU = dwelling unit; KSF = 1,000 gross square feet of building area

[2] Single family residential drainage fees vary with density; fee shown is for medium-high density; for a complete breakdown of drainage fees for residential development, see Table 11.4

[3] Adjustment for administration and study costs = total fees X 0.0048

Exhibit C

DEVELOPMENT IMPACT FEE CREDIT AND REIMBURSEMENT POLICY

PURPOSE: To establish rules and procedures by which developers may receive a credit against or a reimbursement of Development Impact Fees from the City for required improvements constructed by the developer.

DEFINITIONS: In addition to the definitions provided in Section 3.44.030 of the Wildomar Municipal Code, the following definitions shall apply to this Policy.

DIF: Development Impact Fees

DIF Balance: the amount of DIF due and payable to the City for a development after any DIF Credit is applied to the DIF Obligation.

DIF Credit: a credit granted by the City to reduce a development's DIF Obligation when a developer will be constructing a Capital Improvement.

DIF Obligation: the DIF amount due and payable for a development pursuant to City Ordinances and Fee Resolutions.

DIF Reimbursement: a reimbursement the City agrees to make to a developer that constructs a Capital Improvement.

DIF Study: the City's official, adopted study of the improvements needed to service new development in the City, as well as the nexus requirements and costs for such improvements, as required by California Government Code Sections 66001 et seq., and which forms the basis for the calculation and adoption of the City's Development Impact Fees.

POLICY: The City Municipal Code requires developers to pay Development Impact Fees (DIF) to fund the improvements identified in the DIF Study at the time of the issuance of a certificate of occupancy but no sooner than at the time an application for a building permit is deemed complete. For development projects for which the City does not require an issuance a certificate of occupancy, the DIF shall be paid prior to any use or occupancy.

The DIF Study identifies projects' fair share costs to construct the identified improvements to help mitigate the impacts on the City's local systems generated by new Development Projects.

Any developer who desires to receive a DIF Credit or DIF Reimbursement must enter into an agreement with the City. A developer that does not enter into an agreement as required by the Wildomar Municipal Code and this policy shall not be entitled to a DIF Credit or DIF Reimbursement. An agreement for a credit must be entered into between the City and the Developer prior to the time the DIF for the project are due and payable. An agreement for a reimbursement may be entered into between the City and the Developer at any time before the Capital Improvement is accepted by the City. DIF Credits and DIF Reimbursements for a project may be addressed in a single agreement.

DIF CREDITS:

A. Maximum DIF Credit. The City may apply a DIF Credit to offset, in whole or in part, the project's DIF Obligation. The maximum amount of DIF

Credit that may be applied by the City to reduce a project's DIF Obligation shall be equal to the lesser of:

(1) the City Engineer's Estimate of the actual value of the Capital Improvement (hereinafter collectively referred to as "Engineer's Estimate");

(2) the estimated cost of the Capital Improvement as identified in the DIF study in effect at the time of the issuance of a building permit for the project; or

(3) the project's DIF Obligation.

B. Application of DIF Credit. The DIF Credit shall be applied at the time the DIF Obligation is due and payable. If the project is to be developed in phases, the developer may only receive a DIF Credit for Capital Improvements to be constructed during the current phase of development.

C. Submittal Timeframe. The developer shall submit to the City Engineer any and all documentation the developer deems relevant in substantiating a request for a DIF Credit for the Capital Improvements to be constructed by the developer. Such documentation may include contracts, bids, estimates, or any other relevant documents pertaining to the actual value of the Capital Improvements. The City Engineer shall take into consideration any such documentation submitted by the developer in formulating the Engineer's Estimate. The City Engineer will use his or her best efforts to formulate an Engineer's Estimate and provide said estimate to the developer in writing no later than sixty (60) calendar days after submittal of the last document by the developer.

D. DIF Credit Calculation. The City Engineer shall calculate the maximum amount of DIF Credit that shall be applied by the City to offset the DIF Obligation by using the attached DIF Credit Calculation table (ATTACHMENT "A").

E. Reconciliation: Final DIF Credit. If the dollar amount of the actual DIF Credit is less than the amount of the actual DIF Obligation, the City shall notify the developer in writing of the amount of the DIF Balance due and developer shall pay the DIF Balance to fully satisfy the DIF Obligation at the time DIF payments are due. If the DIF Credit is equal to the DIF Obligation, the Developer will be deemed to have fully satisfied the DIF Obligation.

DIF REIMBURSEMENTS:

A. Eligibility. If a developer has constructed or will be constructing a Capital Improvement, the developer may request a reimbursement from the City for the actual cost of construction of the Capital Improvement. A developer may receive a reimbursement only after the City has accepted the Capital Improvement.

B. Maximum DIF Reimbursement. The maximum amount of a DIF Reimbursement shall be equal to the lesser of:

(1) the actual cost of construction of the Capital Improvement;

(2) the estimated cost of the Capital Improvement as identified in the DIF Study in effect at the time of the issuance of a building permit for the project; or

(3) the project's DIF Balance.

In no event shall the aggregate amount of a DIF Credit and DIF Reimbursement exceed the construction costs of the Capital Improvement identified in the DIF Study in effect at the time of the issuance of a building permit. Developer shall not be entitled to any interest or other cost adjustments for DIF paid to the City from the date of actual payment until and including the date of receipt of any DIF Reimbursement by Developer.

C. Submittal Requirements. The Developer shall submit a written request for a DIF Reimbursement in accordance with the terms of the DIF Reimbursement Agreement between the City and the Developer and this policy. The Developer shall submit to the City Engineer complete documentation organized in a three-ring binder of actual construction costs for the Capital Improvement constructed by the Developer. Such documentation shall include, but not be limited to, the documents supporting the information set forth in the Actual Cost Verification Submittal List. The City Engineer shall use the documentation and information provided by the Developer to verify the actual construction costs incurred by the Developer in its construction of the Capital Improvement (hereinafter referred to as "Verified Costs"). The City Engineer will use best efforts to determine the actual amount of the Verified Costs and provide Developer with written notice thereof within sixty (60) calendar days of receipt of **all** of the documents and information required by the City Engineer from Developer. The City Engineer shall have an additional review period of sixty (60) calendar days from the date of receipt of any additional documents or information from the Developer to assist in the determination of the amount of Verified Costs.

D. DIF Reimbursement Calculation. City Staff shall calculate the maximum amount of the DIF Reimbursement by using the attached DIF Credit Calculation table (ATTACHMENT "B").

E. Transfer of Reimbursement Amount as Credit to another Project. In lieu of a cash reimbursement, a Developer may convert all or part of the DIF Reimbursement to a DIF Credit toward another project in the City being constructed by the same developer.

F. Time Limitations. All reimbursement agreements between the City and Developer shall remain in effect for a period not to exceed ten years from the date of execution by the City.

G. Priority of Reimbursements. Payment of DIF Reimbursements from available DIF revenues shall be prioritized by the date the required agreement is executed by the City and the developer. In the event more than one agreement is executed on the same day, those agreements the DIF revenues available shall be split between those agreements equally.

IMPLEMENTATION:

The City Manager or his/her designee shall be responsible for the implementation of this policy and the development of all necessary processes and procedures to ensure the equitable application of DIF credits and reimbursements to developers.

Attachments: ATTACHMENT "A" - DIF Credit Calculation table
ATTACHMENT "B" - DIF Reimbursement Calculation table

Exhibit C

ATTACHMENT "A": DIF Credit Calculation

Item	Process for DIF Credit Calculation	Streets /Inter-sections	City Hall	Police	Fire	Corporation Yard	Parks	Community/ Rec Centers	Animal Shelter	Drainage Improvements	Mulit-Purpose Trails
1	Engineer's Estimate	$	$	$	$	$	$	$	$	$	$
2	Project costs as identified in DIF study	$	$	$	$	$	$	$	$	$	$
3	Actual DIF Obligation	$	$	$	$	$	$	$	$	$	$
4	Developer's Credit Amount** Least of Lines 1, 2 and 3	$	$	$	$	$	$	$	$	$	$

Credit amount shall not exceed obligation

Exhibit C

ATTACHMENT "B": DIF Reimbursement Calculation

Item	Process for Reinbursement Calculation	Streets/InterS	City Hall	Police	Fire	Corporation Yard	Parks	Community/ Rec Centers	Animal Shelter	Drainage Improvements	Mulit-Purpose Trails
1	Project costs as identified in DIP study	$	$	$	$	$	$	$	$	$	$
2	Credit received	$	$	$	$	$	$	$	$	$	$
3	Subtract Line 2 from Line 1	$	$	$	$	$	$	$	$	$	$
4	Actual cost	$	$	$	$	$	$	$	$	$	$
5	Subtract Line 2 from Line 4	$	$	$	$	$	$	$	$	$	$
6	Potential Reimbursement Amount Lesser of Line 3 or Line 5	$	$	$	$	$	$	$	$	$	$

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: January 22, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: General Plan Amendment (GPA) - Planning Application No. 13-0039 (Northwest corner of Elizabeth Ln. & Prielipp Rd.- APN: 380-250-023)

STAFF REPORT

RECOMMENDATION

The Planning Commission recommends the City Council not support the initiation of a General Plan Amendment for the "Strata/Prielipp Project" (Planning Application No. 13-0039 to change the land use designation from Business Park (BP) to High Density Residential (HDR).

BACKGROUND

The applicant (Strata Equity Group) submitted a Pre-Application (PAR) to the City several months ago for a proposed project that could include a 84-unit/104 bed congregate care facility/assisted living facility on 7.5 acres, and a 143-unit multi-family townhome project on 12.7 acres. The future project would require the processing of a general plan amendment for the entire 20.2 acre site from Business Park (BP) to High Density Residential (HDR) to accommodate the future project. No formal development plans or application have been submitted to the City.

The exhibit on the following page shows an aerial of the project site. At this time, the applicant is seeking Council support to move forward with the General Plan Amendment (GPA). A discussion of the GPA is provided in the Analysis section of this report.

Vicinity/Location (General) Map

PROJECT ANALYSIS

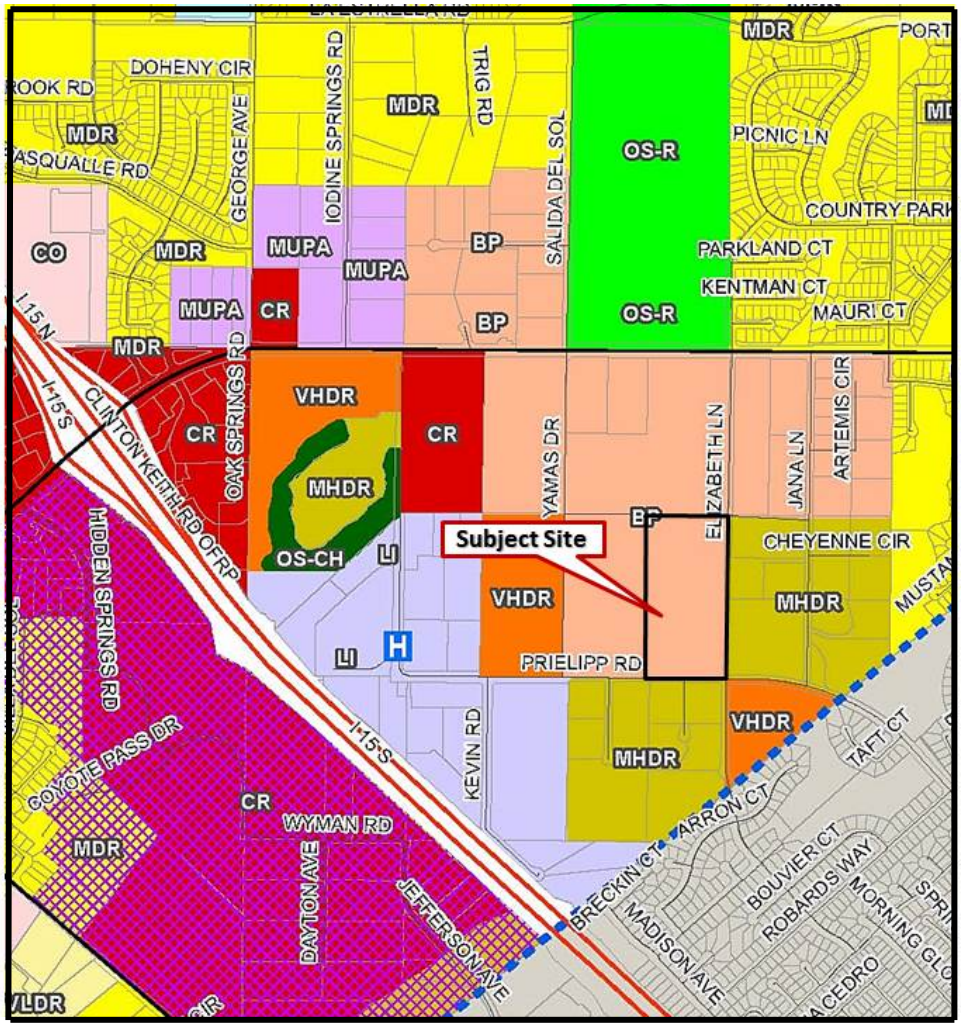
Since the future project would require a GPA, the request must follow the procedures outlined in Section 17.08.010.B and 17.08.040.B of the Zoning Ordinance. As discussed in these sections, the initiation of a general plan amendment by a property owner/applicant first requires the order of the City Council, adopted by the affirmative vote of not less than a majority of the entire membership of the Council. Once the Council adopts an order to initiate a general plan amendment, the amendment process then follows the standard process outlined by state law and Section 17.08.010 and 17.08.100 of the Zoning Ordinance. The order to initiate a general plan amendment that is presented to the City Council must first include comments from the Planning Commission. Commission comments are provided below.

General Plan Amendment Initiation Request:

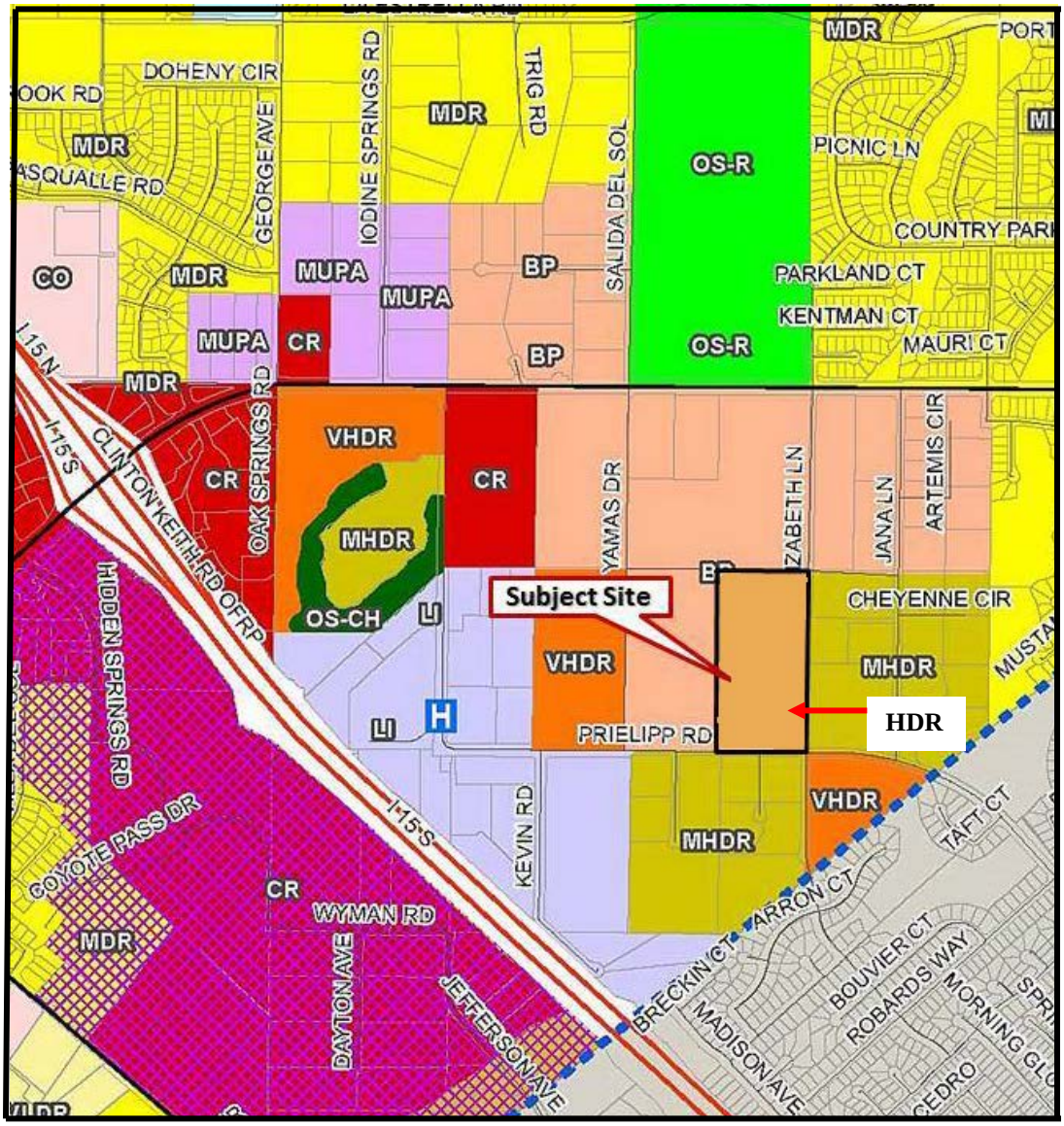
The applicant desires to amend the general plan land use map for the entire 20.2 acre site. The proposal is to change the existing land use designation of Business Park (BP) to High Density Residential (HDR) to accommodate the future project. The HDR designation allows a residential density between 8 to 14 units/acre. The existing and

proposed land use designation of the project site and surrounding area are depicted in the two exhibits on the following pages.

Existing Land Use Designation



Proposed Land Use Designation



In addition to the GPA, this project would require the following development applications:

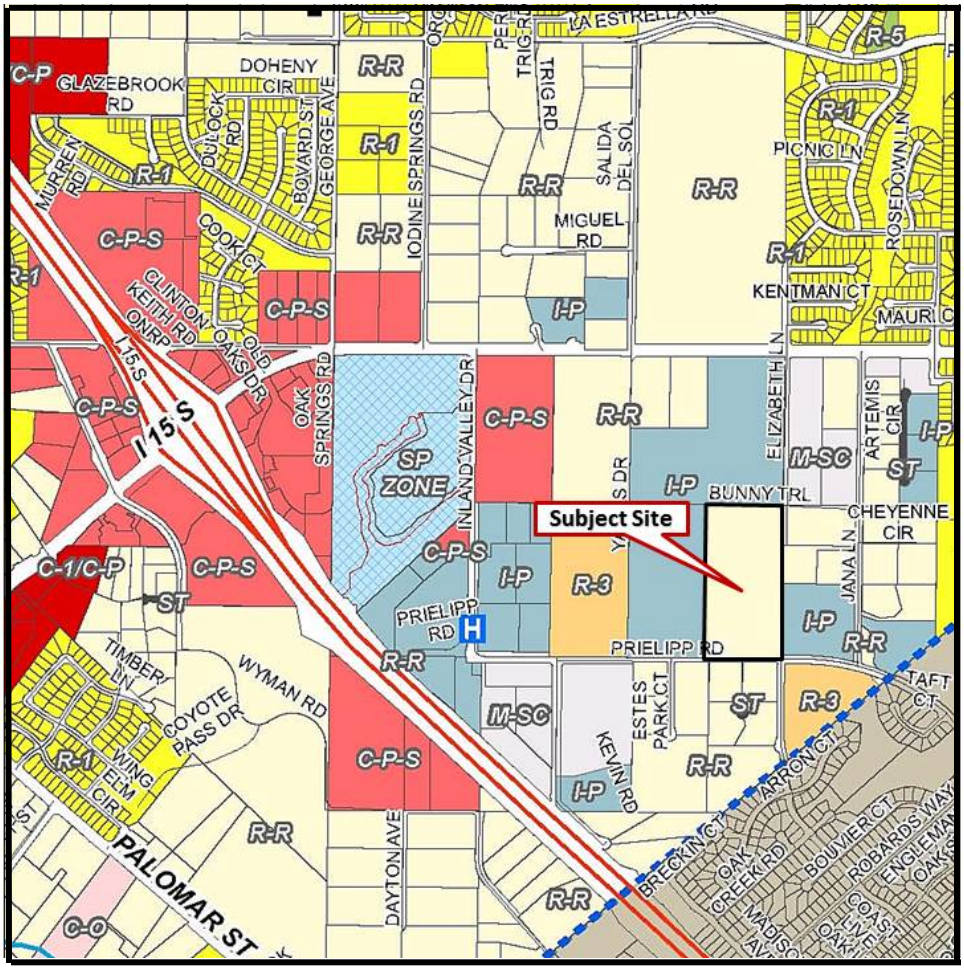
- Change of Zone – The City will require the processing of a Change of Zone from the current zoning designation of R-R (Rural Residential) to R-3 (General Residential) to accommodate the proposed residential development project.

- Plot Plan – The City will require the processing of a Plot Plan application in accordance with the R-3 zoning and development standards to accommodate the proposed project and the development standards for congregate care living facilities in Chapter 17.272 to accommodate the proposed project.

- <u>Environmental Review</u> – The City will require an environmental review for the proposed project, in the form of an EIR or MND (to be determined upon a formal submittal package).

While the change of zone is not part of the GPA initiation process, the exhibit below depicts the existing zoning of the project site and the surrounding areas. As noted, the applicant desires to establish the R-3 (General Residential) zone category to accommodate the future development proposal.

<u>Existing Zoning Designation</u>



No formal development plans have been submitted to the City at this time. If the GPA is supported by the Council, then the applicant would follow up with the formal submittal. Neither the change of zone, plot plan or environmental review is part of the GPA initiation process at this time.

In making its decision, the City Council regarding the initiation of the general plan amendment, the Council may consider the proposed and surrounding land use and zoning designations, the location of the project in relation to surrounding land uses, and

other factors deemed appropriate. If the Council supports the request to initiate the general plan amendment, the project would also require the review and processing of development applications outlined above.

Planning Commission Discussion/Comments:

The order to initiate a general plan amendment that is presented to the City Council must include comments from the Planning Commission. The Planning Commission reviewed the General Plan Amendment initiation request at its December 18, 2013 meeting. The Commission had raised a number of concerns with the proposed amendment either initiated by the applicant or initiated by the City itself. These concerns are summarized as follows (no particular order):

- Loss of prime business park land resulting inn a loss of job opportunities.
- High density apartments not the best use at this key location – a lower density would be preferable.
- The current land use designation was thoroughly vetted for medium high density residential use not very high density use prior to incorporation

After a thorough discussion of these concerns and public testimony received (which is included above), the Commission voted 4-0-1 (one vacant seat)) to recommend the Council not support the initiation of a general plan amendment as proposed.

Submitted By:	Approved By:
Matthew C. Bassi	Gary Nordquist
Planning Director	City Manager

ATTACHMENTS
None

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: January 22, 2014

TO: Mayor and City Council Members

FROM: Debbie A. Lee, City Clerk

SUBJECT: Planning Commission Appointment (Mayor Swanson Appointment)

STAFF REPORT

RECOMMENDATION:
Staff recommends that Mayor Swanson appoint a citizen to serve as a Commissioner on the Planning Commission for an expired term of December, 2014, subject to ratification by a majority vote of the City Council.

BACKGROUND:
In November, 2013, former Planning Commissioner Kazmier resigned from the Planning Commission. This left an unexpired term of office of December, 2014.

Applications have been taken and all applications were submitted to Mayor Swanson, with all Council Members receiving a copy of the applications as well. The appointment will be subject to ratification by a majority of the City Council, will take effect immediately and will run concurrent with Mayor Swanson's term of office. The appointee will be sworn in at the first Planning Commission meeting following the appointment.

FISCAL IMPACTS:
Planning Commissioners receive $75 per meeting.

Submitted by:
Debbie A. Lee, CMC
City Clerk

Approved by:
Gary Nordquist
City Manager

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Dan Bidwell

Residence Address: [redacted]

Telephone: [redacted] Home [redacted] Cell [redacted] Work

E-mail Address: [redacted]

RECEIVED
JAN 09 2014
WILDOMAR CITY CLERKS OFFICE

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? yes
2. How long have you lived in Wildomar? 11 years

EDUCATION:

Highest year completed College Highest Degree received High School

EMPLOYMENT:

VinylVisions 630 Parkridge Ave. Norco, CA 92860
Employer's name & address

800.321.8746 / Vinyl PVC extruder
Employer's phone number/Type of Business

President
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:30 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

I am flexible and able to attend regular & special meetings.

*****PLEASE NOTE***** **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: [signature] Date: 1-9-14

CITY OF Wildomar
Supplemental Questionnaire

Planning Commissioner

RECEIVED
JAN 09 2014
WILDOMAR CITY CLERKS OFFICE

PRINT NAME: Dan Bidwell

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Signature _____ Date 1-9-14

1. Please describe your experience as it relates to this position.

Planning is a critical component and key to successful ventures in life and business. Whether planning a business or personal trip, forecasting and planning for a new product or event, it is a key element to a successful outcome. Planning requires; vision, fairness, decisiveness, insight, partnership, leadership, non-partisanship and diligence. These are all of the traits I exhibit consistently in my personal life and in business.

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

I have not yet participated in local government and hope that this opportunity will allow me to give back to my community and to share my open minded, holistic business and management style.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

I am applying because I believe first in our City and the surrounding areas. I also think as a private citizen it is a duty to give back in time and resources. I grew up in the Temecula area, attended and graduated from Elsinore High, and I have a great appreciation for our community.

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

I have an engineering background with formal studies. My career started in drafting for a large manufacturer in Temecula called Amatek. From there I moved into customer centric positions including sales and marketing, I now run a $6M annual company overseeing daily operations, including strategic planning and forecasting.

5. What is your understanding of the role and responsibilities of the Planning Commission?

The Commission is to advise the Council on related subjects including; planning, development, ordinances and community voice.

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Zoning, traffic control, infrastructure, open spaces i.e. parks and recreation, compliance, and enforcement.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

As a businessman, father who raised 4 children, and a moderate thinker, I would challenge myself and colleagues to take a broad approach with balance. I would cross check issues to make sure conformity is tied to short and long term goals and I would be fair and thorough. I believe residents deserve the respect of hearing their voices.

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Gary D. Brown

Residence Address: [redacted]

Telephone: [redacted] Home [redacted] Cell None Work

E-mail Address: [redacted]

RECEIVED
JAN 06 2014
WILDOMAR CITY CLERKS OFFICE

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes
2. How long have you lived in Wildomar? 33 yrs

EDUCATION:

Highest year completed Some College Highest Degree received None - Some cert's

EMPLOYMENT:

Retired
Employer's name & address

Employer's phone number/Type of Business

Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:30 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

I am available + flexible

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: [signature] Date: 12-27-2013

City of Wildomar
Supplemental Questionnaire

Planning Commissioner

RECEIVED
JAN 06 2014
WILDOMAR CITY CLERKS OFFICE

PRINT NAME: Gary D. Brown

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Signature

12-27-13
Date

1. Please describe your experience as it relates to this position.

I have worked in the Construction Field and have been involve in the planning + permit process.

I was a Riverside Country Flood Control Commissionor For about 12yrs and on the Wildomar Cemetery Board For about 11yrs. During this time we had to deal with the public and them Concerns + Wishes

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

Yes, Wildomar Cemetery District + Riverside County Flood Control Commissioner.

I learned how the system works, not always simple, How to deal with the citizens in our comunity.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

I am concerned about the growth of Wildomar and want to make sure we do what is right and best for the greater good for all of Wildomar.

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

I understand the process and I have had personal experiance in dealing with City + County Planning + permit requirements

5. What is your understanding of the role and responsibilities of the Planning Commission?

To review land use issues + plans + projects that are submitted to the City

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Controled growth, making sure we have and follow a master plan that meets the needs & desires of our Citzens.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

That may not be easy. It would be what is for the greater good for all of Wildoman

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Controlled growth - making we have and follow a master plan that meets the needs and desires of our City's Citzens;

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

This may not be easy - To do what is for the greater good for all of Wilkoman.

RECEIVED

JAN 1 3 2014

CITY OF WILDOMAR

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment.
Your application will not be considered complete without submittal of both forms.

RECEIVED

JAN 1 3 2014

WILDOMAR CITY CLERKS OFFICE

Applicant Name: Judge Siegfried

Residence Address: [redacted]

Telephone: [redacted]
Home Cell Work

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? ✓
2. How long have you lived in Wildomar? 16 yrs.

EDUCATION:

Highest year completed H/S Highest Degree received

EMPLOYMENT:

Owned my own business Dealer's Tyre, Fullerton, Ca.
Employer's name & address

Tires and automotive
Employer's phone number/Type of Business

Owner.
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:30 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

Yes.

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: [signature] Date: 1/7/14

City of Wildomar
Supplemental Questionnaire

Planning Commissioner

RECEIVED
JAN 1 3 2014
WILDOMAR CITY CLERKS OFFICE

PRINT NAME: Judge Siegfried

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Signature _____ Date 1/7/14

1. Please describe your experience as it relates to this position.

Was in bussiness for 22yrs. Lived in Canyon Lake for many yrs. involved with the ~~committee~~. community Coach youth football for the city of Orange for 7yrs. when living in Orange County

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

In Orange I was the equipment manager for JAAF junior all american football. assistant commissioner for the county.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

To see what is really going on in my city and if I could put any input to make it better.

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

Running a business, you always have to plan ahead!

5. What is your understanding of the role and responsibilities of the Planning Commission?

Not sure. Would like to find out.

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

MONEY - How to do things as good as you can with the money you have. Not to waste it. Use it for the better of the people of Wildomar.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

Talk to the people, get out in the streets ask what they want for the community and see if we can make it a goal.

RECEIVED

JAN 1 : 2014

WILDOMAR CITY CLERKS OFFICE

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Kim L. Strong

Residence Address: [redacted] Wildomar CA 92595

Telephone: [redacted]
Home Cell Work

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes
2. How long have you lived in Wildomar? 36 years

EDUCATION:

Highest year completed Some College Highest Degree received High School Diploma

EMPLOYMENT:

Stewart Title of California, [redacted]
Employer's name & address

[redacted] Title and Escrow business
Employer's phone number/Type of Business

Senior Vice President; Escrow Operations Manager
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:30 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

My office hours are 8am-5pm Monday thru Friday. I have some travel, but will have no problem accomodating my schedule for the City meetings.

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: Kim L Strong Date: 1-10-2014

City of Wildomar
Supplemental Questionnaire

Planning Commissioner

RECEIVED
JAN 14 2014
WILDOMAR CITY CLERKS OFFICE

PRINT NAME: Kim L. Strong

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Kim L Strong
Signature

1-10-2014
Date

1. Please describe your experience as it relates to this position.

I have worked in the Title and Escrow Industry for over 30 years. I have a vast amount of knowledge in the Real Estate and development market. I frequently read plans, legal descriptions, and development projects.

I enjoy leadership and responsibility, as I have managed eleven offices across five different counties in California. I currently have over forty associates that report to me.

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

I have not had the opportunity to participate in any government committee or commissioner position.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

To give back to the community that I genuinely enjoy being a part of. I want to contribute to the positive growth and development of Wildomar and I feel that my experience in the planning and development industry will be a great contribution and addition to the city council.

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

My experience in the Real Estate Industry for the past 30+ years will allow me to fully understand the plans and development Projects that are submitted to the city. I will be able to contribute valuable information and input for every development project.

I have also worked in management for 25 years and therefore understand how to work with people, listen to others, and see that the task at hand is done and done well.

5. What is your understanding of the role and responsibilities of the Planning Commission?

Review projects and developments presented to the City of Wildomar and provide feedback to the city council members and General Manager.

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Keeping up with the growth that the City will face over the next five years, and the traffic congestion.

I believe in quality growth within our city, not quantity growth.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

We cannot please everyone, but we can listen to everyones ideas and always keep in mind that our main focus should be on what is in the best interest of the City and ALL residences of the great City of Wildomar.

Research what is being presented to the city and make sound and knowledgeable decisions.

RECEIVED
JAN 1 0 2014
WILDOMAR CITY CLERKS OFFICE

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Michael Huyter

Residence Address: [redacted] Wildomar CA 92595

Telephone: [redacted] Home [redacted] Cell [redacted] Work

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? YES
2. How long have you lived in Wildomar? 42 YRS

EDUCATION:

Highest year completed GRAD HS. Highest Degree received MS SAFETY MAN - & ENG TECH.

EMPLOYMENT:

CALPOLY - POMONA 3801 W. Temple Ave POMONA, CA 91768
Employer's name & address

[redacted] STATE UNIVERSITY
Employer's phone number/Type of Business

ENVIRONMENTAL / SAFETY SPECIALIST
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:30 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

YES, BUT WITH NOTICE.

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: Michael Huyter Date: 1/6/14

City of Wildomar
Supplemental Questionnaire

Planning Commissioner

RECEIVED
JAN 13 2014
WILDOMAR CITY CLERKS OFFICE

PRINT NAME: Michael Huyter

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Michael Huyter
Signature

1/6/14
Date

1. Please describe your experience as it relates to this position.

Working in the environmental health and safety department on a College campus has afforded me time to look at design and location of various buildings ~~built~~ built here and to make / propose changes that ensure safety and provides for the environment.

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

I have not been on the Committee's here on Campus, but ~~Spection~~ Specifications and Comments are Requested ~~for~~ from the department and I work with the Campus Planner to set up Waste ~~disposal~~ disposal and Safety concerns.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

I'am applying to learn more of this field of work. and to see where Environmental Health and Safety figures into the larger picture of the Community

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

I have over 25 years in the EH&S field along with 20 year in the U.S. Marine Corp.

5. What is your understanding of the role and responsibilities of the Planning Commission?

My Role and Responsibilities are what I will be assigned by the Department and my immediate Manager.

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Some Key issues in my opion will be Air quality and Water. Waste will also be a Key factor.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

I would ~~[illegible]~~ investigate the concerns and compaire with City goals. Then present the findings Weather or not they apply To or answers a Concern and the City's goals but where the long Term benefits are or Can be.

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Stephen M Flynn

Residence Address: [redacted] WILDOMAR 92595

Telephone: [redacted]
Home Cell Work

E-mail Address: [redacted]

RECEIVED
JAN 16 2014
WILDOMAR CITY CLERKS OFFICE

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes
2. How long have you lived in Wildomar? 14 months

EDUCATION:

Highest year completed 12th Highest Degree received HIGH SCHOOL

EMPLOYMENT:

WALMART [redacted]
Employer's name & address

[redacted]
Employer's phone number/Type of business

ASST. MANAGER
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:30 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

Yes

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: Steph Flynn Date: 1/15/14

City of Wildomar
Supplemental Questionnaire

Planning Commissioner

RECEIVED
JAN 1 0 2014
WILDOMAR CITY CLERKS OFFICE

PRINT NAME: Stephen M FLYNN

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Signature _____ Date 1/15/14

1. Please describe your experience as it relates to this position.

SERVED ON MURRIETA'S GENERAL PLANNING STEERING COMMITTEE, BUDGET COMMITTEE, CHAIRMAN OF PUBLIC/TRAFFIC COMMISSION

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

YES.
CHAIRMAN OF PUBLIC/TRAFFIC COMMISION
STEERING COMMITTEE
GENERAL PLANNING COMMITTE.
LEARNED THAT I MUST DO ALOT OF RESEARCH
ALSO THAT ALL COMMISIONER'S NEED TO
WORK TOGETHER TO HELP SERVE THE
COMMUNITY.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

I WANT TO GIVE BACK TO MY
COMMUNITY.
I FEEL I HAVE THE BACKGROUND TO
BE ABLE TO STEP INTO THE POSITION
ALSO I ENJOYED SERVING THE COMMUNITY
OF MURRIETA.
I FEEL I CAN HELP OUR CITY GROW.

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

DETAILED COMMUNICATION MY BACKGROUND
WHILE SERVING ON MUNNIET'S COMMISSIONS
I AM ABLE TO WORK VERY WELL WITH
ALL.
I AM A LEADER WITH MY MAY JOB
ONE OF STRONGEST SKILL'S CUSTOMER SERVICE,
I BELIEVE RESIDENT OF WILDOM ARE OUR
CUSTOMERS,

5. What is your understanding of the role and responsibilities of the Planning Commission?

AS A PLANNING COMMISSIONER WE ARE TO
DO OUR HOMEWORK ON PROJECT GIVEN TO
US BY CITY COUNCIL,
MEET WITH ALL PARTIES THAT ARE
INVOLVED.
WE THEN MAKE SUGGESTION AND
RECOMMENDATION TO THE CITY
COUNCIL.
TO HELP THEM MAKE DECISION'S

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

PARK'S.
BRINGING IN The RIGHT BUISNESS TO
Help OUR CITY GROW, AND Become
FINICIAL STRONGER,
STREET REPAIR'S
CRIME MAKING SURE WE ARE ONE OF
The SAFEST CITY'S

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

I FEEL YOU NEED TO LISTEN TO The
RESIDENT AND There CONCERN'S
OVERAIL WE NEED TO DO WHAT IS BEST
FOR The CITY TO Help IT GROW
AND Become A GREATER CITY.

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

RECEIVED
JAN 13 2014
WILDOMAR CITY CLERKS OFFICE

Applicant Name: Wayne Dameron

Residence Address: [redacted]

Telephone: [redacted]
Home Cell Work

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes
2. How long have you lived in Wildomar? 6 yrs

EDUCATION:

Highest year completed 12th Grade Highest Degree received Diploma

EMPLOYMENT:

Riverstone Residential Group [redacted]
Employer's name & address

[redacted] Property Management
Employer's phone number/Type of Business

Regional Maintenance Manager
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:30 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

Yes, I'm available for monthly meetings and special meetings.

*****PLEASE NOTE***** **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: Date: 1/6/2014

City of Wildomar
Supplemental Questionnaire

Planning Commissioner

RECEIVED
JAN 13 2014
WILDOMAR CITY CLERKS OFFICE

PRINT NAME: Wayne Dameron

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Signature

1/6/2014
Date

1. Please describe your experience as it relates to this position.

I have been Hartford Parks HOA President for the last four years as well as Chairperson of the Architectural Committee where I have been responsible for reviewing and approving applications.

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

N/A

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

With my experience in property management, building construction, and development I would be able to put my skills to use to help the City of Wildomar with quality, safe, and appropriate development that meets the needs of our growing city.

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

I have 20 years of property management, development and construction management experience, the past 4 years I have served as HOA President and Architectural Committee Chairperson or one of the largest communities in Wildomar I will bring my management skills, problem solving experience and construction expertise to use for our city.

5. What is your understanding of the role and responsibilities of the Planning Commission?

Review future development, listen to feedback from the community and make recommendations to our City Counsel.

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Safe and appropriate development that will serve our city long term by increasing revenue and appeal to our city and keeping the integrity of our community.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

I would listen to all residents concerns with an open mind, but have to consider the needs of the entire City not just one or a few individuals. While looking ahead at Wildomar's future and the goals of the city, a delicate balance will need to be achieved to benefit all parties.

WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
DECEMBER 11, 2013

CALL TO ORDER

The regular session of December 11, 2013, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Walker at 9:51 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Chairman Walker, Vice Chairman Swanson, Trustees Benoit, Cashman, and Moore. Members absent: None.

Staff in attendance: General Manager Nordquist, District Counsel Jex, and Clerk of the Board Lee.

PUBLIC COMMENTS

There were no speakers.

BOARD COMMUNICATIONS

There were none.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Trustee Moore, seconded by Vice Chairman Swanson, to approve the agenda as is presented.

MOTION carried on the following roll call vote:

AYE:	Trustees Benoit, Cashman, Moore, Vice Chairman Swanson, Chairman Walker
NO:	None
ABSTAIN:	None
ABSENT:	None

4.0 CONSENT CALENDAR

A MOTION was made by Trustee Benoit, seconded by Vice Chairman Swanson, to approve the Consent Calendar as is presented.

MOTION carried on the following roll call vote:

AYE:	Trustees Benoit, Cashman, Moore, Vice Chairman Swanson, Chairman Walker
NO:	None
ABSTAIN:	None
ABSENT:	None

4.1 Minutes – November 13, 2013 Regular Meeting
Approved the Minutes as submitted

4.2 Warrant Register
Approved the following:

1. Warrant Register dated 11-14-13, in the amount of $1,080.91; &
2. Warrant Register dated 11-21-13, in the amount of $432.09.

4.3 Treasurer's Report
Approved the Treasurer's Report for October, 2013.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

There was no report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business, Chairman Walker declared the meeting adjourned at 9:53 p.m. and also announced the regular meeting of January 8, 2014, will be adjourned to an adjourned regular meeting of January 22, 2014, at 6:30 p.m.

Submitted by:	Approved by:
_____	_____
Debbie A. Lee, CMC	Marsha Swanson
Clerk of the Board	Chairman

ITEM #4.2

WILDOMAR CEMETERY DISTRICT
BOARD OF TRUSTEES REGULAR MEETING MINUTES
JANUARY 8, 2014

On December 11, 2013, the regular meeting of January 8, 2014, of the Wildomar Cemetery District was adjourned to an Adjourned Regular Meeting on Wednesday, January 22, 2014 at 6:30 p.m. All items scheduled to be heard on January 8, 2014 will be heard at the January 22, 2014 meeting.

Submitted by:	Approved by:
_____	_____
Debbie A. Lee, CMC Clerk of the Board	Marsha Swanson Chairman

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Chairman and Board of Trustees

FROM: Misty V. Cheng, Controller

SUBJECT: Warrant Registers

STAFF REPORT

RECOMMENDATION:
Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 12-05-13, in the amount of $319.10;
2. Warrant Register dated 12-12-13, in the amount of $945.97;
3. Warrant Register dated 12-19-13, in the amount of $30.58; and
4. Warrant Register dated 12-19-13, in the amount of $126.62.

DISCUSSION:
The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

FISCAL IMPACT:
These Warrant Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2013-14 Budgets.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:
Voucher List 12/5/2013
Voucher List 12/12/2013
Voucher List 12/19/2013
Voucher List 12/19/2013

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202796	12/5/2013	000367 CINTAS CORPORATION	55672089		STAFF UNIFORM MAINTENANCE	30.58
					Total :	30.58
202797	12/5/2013	000022 EDISON	112613		10/25/13 - 11/25/13 CEMETERY ELEC S\	92.05
					Total :	92.05
202798	12/5/2013	000593 TORRES, DANIEL	112713		REIMBURSEMENT FOR PARK SUPPLIE	28.02
					Total :	28.02
202799	12/5/2013	000020 VERIZON	111913		CEMETERY VOICE/INTERNET SERVICE	168.45
					Total :	168.45
4 Vouchers for bank code : wf					Bank total :	319.10
4 Vouchers in this report					Total vouchers :	319.10

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202817	12/9/2013	000028 CALPERS	1249		DEC 2013 CEMETERY RETIREE PREMI	294.24
					Total :	294.24
202820	12/12/2013	000367 CINTAS CORPORATION	55674642		STAFF UNIFORM MAINTENANCE	30.58
					Total :	30.58
202821	12/12/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	6449417		10/24/13-11/21/13 CEMETERY WATER S	523.35
					Total :	523.35
202822	12/12/2013	000379 HOME DEPOT CREDIT SERVICES	FCH005149845		LATE FEE	20.00
					Total :	20.00
202823	12/12/2013	000186 RIGHTWAY	732931		CEMETERY RESTROOM MAINTENANC	77.80
					Total :	77.80

5 Vouchers for bank code : wf — Bank total : 945.97

5 Vouchers in this report — Total vouchers : 945.97

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202847	12/19/2013	000367 CINTAS CORPORATION	55677256		STAFF UNIFORM MAINTENANCE	30.58
					Total :	30.58

1 Vouchers for bank code : wf — Bank total : 30.58

1 Vouchers in this report — Total vouchers : 30.58

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202876	12/19/2013	000011 CR&R INC.	0269263		Dec 2013 Waste Services - 3 YD	126.62
					Total :	126.62
1 Vouchers for bank code : wf					Bank total :	126.62
1 Vouchers in this report					Total vouchers :	126.62

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.4
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Chairman and the Board of Trustees

FROM: Misty V. Cheng, Controller

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:
Staff recommends that the Board of Trustees approve the Treasurer's Report for November, 2013..

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of November 2013.

FISCAL IMPACT:
None at this time.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:
Treasurer's Report

CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
November 2013

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	$ 125,479.88	$ 125,479.88	$ 125,479.88	100.00%	0	0.000%
TOTAL	$ 125,479.88	$ 125,479.88	$ 125,479.88	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	$ 126,563.79	$	$ (1,083.91)	$ 125,479.88	0.000%
TOTAL	$ 126,563.79	$ 0.00	$ (1,083.91)	$ 125,479.88	

TOTAL INVESTMENT $ 125,479.88

In compliance with the California Code Section 53646, as the General Manager of the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.
I also certify that this report reflects all Government Agency pooled investments and all District's bank balances.

Misty V. Cheng
Controller

Date

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.5
CONSENT CALENDAR
Meeting Date: January 22, 2014

TO: Chairman and the Board of Trustees

FROM: Misty V. Cheng, Controller

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:
Staff recommends that the Board of Trustees approve the Treasurer's Report for December, 2013.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of December 2013.

FISCAL IMPACT:
None at this time.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:
Treasurer's Report

CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
December 2013

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	$ 124,604.65	$ 124,604.65	$ 124,604.65	100.00%	0	0.000%
TOTAL	$ 124,604.65	$ 124,604.65	$ 124,604.65	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	$ 125,479.88	$	$ (875.23)	$ 124,604.65	0.000%
TOTAL	$ 125,479.88	$ 0.00	$ (875.23)	$ 124,604.65	

TOTAL INVESTMENT $ 124,604.65

In compliance with the California Code Section 53646, as the General Manager of the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.
I also certify that this report reflects all Government Agency pooled investments and all District's bank balances.

Misty V. Cheng
Controller

Date