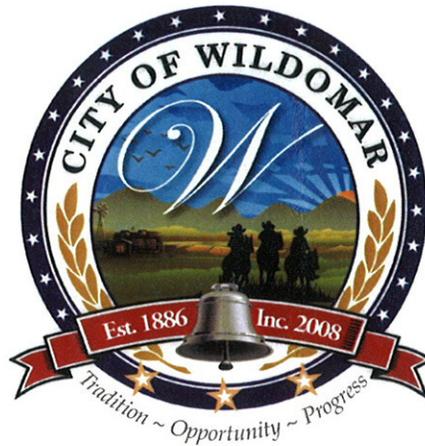


CITY OF WILDOMAR CITY COUNCIL  
AGENDA

7:00 P.M. – REGULAR MEETING

APRIL 14, 2010  
Council Chambers  
23873 Clinton Keith Road



Bridgette Moore, Mayor  
Marsha Swanson, Mayor Pro Tem  
Sheryl Ade, Council Member  
Bob Cashman, Council Member  
Scott Farnam, Council Member

City Manager  
Frank Oviedo

City Attorney  
Julie Hayward Biggs

## **WILDOMAR CITY COUNCIL REGULAR MEETING AGENDA APRIL 14, 2010**

**ORDER OF BUSINESS:** Public sessions of all regular meetings of the City Council begin at 7:00 P.M. Closed Sessions begin at 6:00 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](http://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 agenda items or matters within the jurisdiction of the governing body. This is the only opportunity for public input except for scheduled public hearing items. 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 (10 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 CELLULAR DEVICES TO VIBRATE OR OFF FOR THE DURATION OF THE MEETING. YOUR COOPERATION IS APPRECIATED.**

**CALL TO ORDER**

**ROLL CALL**

**MOMENT OF SILENCE**

**FLAG SALUTE**

Boy Scouts Crew 912

**PRESENTATIONS**

Haitian Support – Cornerstone Church Class

Library Update

Fire Department Monthly Report

Chamber of Commerce Monthly Report

**PUBLIC COMMENTS**

This is the time for citizens to comment on issues not listed on the agenda. Under the provisions of the Brown Act, the City Council is prohibited from discussing or taking action on items not listed on the agenda. Each speaker is asked to fill out a "Public Comments Card" (located on the table by the Chamber door) and give the card to the City Clerk prior to the start of the meeting. Comments are limited to three (3) minutes per speaker. The Council encourages citizens to address them so that questions and/or concerns can be heard.

## **APPROVAL OF THE AGENDA AS PRESENTED**

### **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 specific items be removed from the Consent Calendar for discussion and/or separate action.

#### **1.1 Reading of Ordinances**

**RECOMMENDATION:** Approve the reading by title only of all ordinances.

#### **1.2 Minutes – March 24, 2010 Regular Meeting**

**RECOMMENDATION:** Approve the Minutes as submitted.

#### **1.3 Warrant and Payroll Registers**

**RECOMMENDATION:** That the City Council approve:

1. Warrant Register dated March 24, 2010, in the amount of \$200,391.65;
2. Warrant Register dated April 2, 2010, in the amount of \$199,221.94;
3. Warrant Register dated April 8, 2010, in the amount of \$90,551.78; and
4. Payroll Warrant Register dated April 2, 2010, in the amount of \$288.50.

#### **1.4 Consultant Service Agreement with Psomas**

**RECOMMENDATION:** That the City Council adopt:

RESOLUTION NO. 2010 –  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AGREEMENT FOR ASSESSMENT ENGINEERING SERVICES FOR  
COMMUNITY SERVICE AREAS 22, 142, AND 103 AND LANDSCAPE  
MAINTENANCE DISTRICT 2006-1 FOR A NOT-TO-EXCEED AMOUNT  
OF \$37,115.00

#### **1.5 Planning Commission Vacancy**

**RECOMMENDATION:** Staff recommends that the City Council:

1. Accept the resignation of Planning Commissioner Scott Nowak and declare a vacancy, effective April 23, 2010, on the Planning Commission; and
2. Direct the City Clerk to advertise the vacancy, starting April 23, 2010, for a period of 30 calendar days.

- 1.6 **Second Reading of Ordinance No. 48 – Kasiri-Nauert Zone Change**  
**RECOMMENDATION:** Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 48  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP FOR THE CITY OF WILDOMAR FROM RURAL RESIDENTIAL (R-R) TO MANUFACTURING-SERVICE COMMERCIAL (M-SC) FOR PROPERTY LOCATED AT 36030 JANA LANE AND KNOWN AS ASSESSOR'S PARCEL NO. 380-290-008

## **2.0 PUBLIC HEARINGS**

- 2.1 **Zoning Ordinance Amendment 10-01 - Rural Residential Zone Building Setbacks**  
**RECOMMENDATION:** The Planning Commission recommends that the City Council introduce an Ordinance entitled:

ORDINANCE NO.  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 17.16 OF MUNICIPAL CODE OF THE CITY OF WILDOMAR PERTAINING TO BUILDING SETBACKS IN THE RURAL RESIDENTIAL ZONING (ZONING CODE AMENDMENT 10-01)

- 2.2 **Zoning Ordinance Amendment 10-01 – Second Dwelling Units**  
**RECOMMENDATION:** The Planning Commission recommends that the City Council introduce an Ordinance entitled:

ORDINANCE NO.  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 17.204 OF MUNICIPAL CODE OF THE CITY OF WILDOMAR PERTAINING TO SECOND UNIT PERMITS (ZONING CODE AMENDMENT 10-01)

### **3.0 GENERAL BUSINESS**

#### **3.1 Review and Approval of the Policy, Process and Procedures for Implementation of the Unpaved Roadway Enhancement Program – CIP 0013**

**RECOMMENDATION:** That the City Council approve the Process and Procedures for Implementation of the Unpaved Roadway Enhancement Program – CIP 0013 and direct Staff to proceed with completion of an application form, posting and soliciting applications for potential projects on the City's web site, and bring back to the City Council a recommended list of unpaved roadway applications for further approval.

#### **3.2 City Council Meeting Norms**

**RECOMMENDATION:** The City Manager recommends that the City Council provide direction on the norms listed below:

- \* Time limits on Presentations at the beginning of the meeting
- \* Time limits on Speakers
- \* Scheduling of Closed Sessions
- \* Meeting time limitations and durations

### **CITY MANAGER REPORT**

### **CITY ATTORNEY REPORT**

### **COUNCIL COMMUNICATIONS**

### **FUTURE AGENDA ITEMS**

### **ADJOURNMENT**

#### **2010 City Council Regular Meeting Schedule**

April 28	July 14	September 8	November 10
May 12	July 28	September 22	November 24
May 26	August 11	October 13	December 8
June 9	August 25	October 27	December 22
June 23			

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.

**POSTING STATEMENT:** On April 9, 2010, 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  
Mission Trail Library, 34303 Mission Trail Blvd

**CITY OF WILDOMAR  
CITY COUNCIL REGULAR COUNCIL MEETING MINUTES  
MARCH 24, 2010**

The regular meeting of March 24, 2010, of the Wildomar City Council was called to order by Mayor Moore at 7:00 p.m.

City Council Roll Call showed the following Members in attendance: Mayor Moore, Mayor Pro Tem Swanson, Council Members Ade, Cashman, and Farnam.

Staff in attendance: City Manager Oviedo, Assistant City Manager Nordquist, City Attorney Biggs, Public Works Director Kashiwagi, Planning Director Hogan, Police Chief Cleary, Fire Chief Beach and City Clerk Lee.

### **MOMENT OF SILENCE**

A moment of silence was observed.

### **FLAG SALUTE**

The Girl Scouts – Super Troop #4005 and Troop #267 presented the colors and led the flag salute.

### **PRESENTATIONS**

Mayor Moore presented a Proclamation celebrating “Welcome Home Vietnam Veterans” Day to Michael Sheehan, VFW Post #1508, and certificates to the Vietnam Veterans in attendance.

At 7:10 p.m. the City Council took a recess.

At 7:16 p.m. the City Council reconvened, with all Council Members present.

Mayor Moore presented a Proclamation regarding Child Abuse Prevention Month, April 2010.

Code Enforcement Kowalski presented the monthly report.

### **PUBLIC COMMENTS**

Angel Bravo, resident, stated that the cost of a building permit for his patio cover is too high.

Gina Castanon, resident, stated she is running for City Council. She has been following the finances of the City closely and this is one of the reasons why she is running. The budget is not sustainable and no rainy day budget. There is also no accountability for contract personnel. The General Plan needs to be done, and is so important to the City and no money to do it. For the last two years the citizens have been shut out. Regardless of whatever Sacramento says, Council Member Swanson should have to run for her seat in November. This is what was promised to the people when the City went back to "at-large". She wants to bring the community back into the decision-making process.

Diane O'Malley, resident, spoke regarding law enforcement and her appreciation for them.

Gilbert Paulsen, Inflatables International, stated he has donated an inflatable for the upcoming barbeque challenge and the first Farmer's Market. He just wanted to introduce himself and looks forward to working with the City in the future.

George Taylor, resident, representing RACES, gave an update on what they have been doing in the City.

Henry Silvestre, Wildomar Rotary, spoke regarding the upcoming barbeque stating he is inviting the entire community. There will be 40 cooking teams, vendors, and a great deal of fun.

## **APPROVAL OF THE AGENDA AS PRESENTED**

A MOTION was made by Council Member Farnam, seconded by Mayor Pro Tem Swanson, to approve the agenda as presented.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

## **1.0 CONSENT CALENDAR**

A MOTION was made by Council Member Ade, seconded by Council Member Cashman, to approve the agenda as presented, with the exception of item #1.7 and #1.8.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

### **1.1 Reading of Ordinances**

Approved the reading by title only of all ordinances.

**1.2 Minutes – March 10, 2010 Regular Meeting**

Approved the Minutes as submitted.

**1.3 Warrant and Payroll Registers**

Approved:

1. Warrant Register dated March 10, 2010 in the amount of \$54,746.89;
2. Warrant Register dated March 17, 2010 in the amount of \$33,905.13;  
and
3. Payroll Warrant Register dated March 3, 2010 in the amount of \$814.17.

**1.4 Treasurers Report**

Approved the Treasurers Report for February, 2010.

**1.5 Emergency Operations Plan Adoption**

Adopted:

RESOLUTION NO. 2010 - 12  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, ADOPTING THE WILDOMAR EMERGENCY OPERATION  
PLAN (EOP)

**1.6 Designation of Agent Resolution**

Adopted:

RESOLUTION NO. 2010 - 13  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, ADOPTING THE OFFICE OF EMERGENCY SERVICES  
FORM 130 DESIGNATING CITY AGENTS

**1.9 Second Reading of Ordinance No. 47 – Outdoor Advertising Displays and Structures**

Adopted an Ordinance entitled:

ORDINANCE NO. 47  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, AMENDING SECTIONS 17.252.020 AND  
17.252.030 OF THE WILDOMAR MUNICIPAL CODE PERTAINING TO  
OUTDOOR ADVERTISING DISPLAYS

## **ITEMS REMOVED FROM THE CONSENT CALENDAR**

### **1.7 Amendment No. 1 to Public Works Maintenance and Maintenance Management Services Agreement - PV Maintenance**

Gina Castanon, resident, stated in light of the newspaper article today, this is a huge hit to the budget to just have a blanket approval and no discussion or staff report. Have the invoices been checked and or are we in the same place as the City of Menifee. During this last big storm, had the drains been cleaned out properly before the storm we would not have had the problems we had.

City Engineer Kashiwagi presented the staff report for both item #1.7 and #1.8 as they are related. The monies to pay for the storm expenditures will be coming from Measure A, which is item #1.8.

Assistant City Manager Nordquist stated the City is in the process of getting up to 92% of the funds reimbursed through the State since this was a state of emergency.

City Engineer Kashiwagi stated that as soon as the newspaper articles were out, the City immediately did an audit of the invoices to ensure that everything was correct. Staff has concluded that all invoices were correct, and the correct amounts were paid.

A MOTION was made by Council Member Farnam, seconded by Council Member Ade, to approve Amendment No.1 to the Public Works Maintenance and Maintenance Management Services Agreement with PV Maintenance, Inc to cover costs associated with response and repairs during and after the January 2010, storm event.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

### **1.8 Amendments to Measure A Expenditure Plan and concurrent amendments to Fiscal Year 09/10 Budget and City Capital Improvement Program**

A MOTION was made by Council Member Farnam, seconded by Council Member Ade, to adopt Resolution No. 2010-14.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

RESOLUTION NO. 2010 – 14  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING THE AMENDMENTS TO THE MEASURE A  
EXPENDITURE PLANS AND APPROVING THE RELATED CHANGES  
TO FISCAL YEAR 09/10 BUDGET AND CITY'S CAPITAL  
IMPROVEMENT PROGRAM

## **2.0 PUBLIC HEARINGS**

### **2.1 Kasiri-Nauert Zone Change**

Mayor Moore opened the Public Hearing.

City Planner Hogan presented the staff report.

Robert Tyler, representing Mr. Nauert, stated he is available to answer questions.

Mayor Pro Tem Swanson inquired if the commercial business that is presently there going to continue.

Mr. Nauert answered yes as they are growing.

Discussion ensued regarding the zone change; the business that is on the property; and permits.

Council Member Ade stated allowing a metal building in the business park is setting a bad precedent.

Discussion ensued regarding a façade on the building.

SPEAKERS:

Gary Andre, resident, read the definition of "home occupation" from the County. This business is a code violation. The City needs a Plot Plan from the applicants.

Diane O'Malley, resident, inquired if the Planning Commission has a Code of Ethics, and if not, when they would adopt one.

City Attorney Biggs informed Ms. O'Malley this is the time to give testimony on this particular project.

Gil Rasmussen, resident, stated property A should be approved, but property B should be denied. He urged the Council to table property B and approve property A.

Henry Silvestre, resident, stated he feels the owners are trying to do the right thing.

Kristan Lloyd, resident, stated she supports the small business owner.

There being no further speakers Mayor Moore closed the public hearing.

Discussion ensued regarding the possible illegal business being run there; the zone change; Property A having the zone change and Property B being tabled for now.

A MOTION was made by Mayor Pro Tem Swanson, seconded by Mayor Moore, to adopt Resolution No. 2010-15.

RESOLUTION NO. 2010 – 12  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, ADOPTING A NEGATIVE  
DECLARATION FOR PROJECT NO. 09-0392 LOCATED AT  
36030 JANA LANE AND KNOWN AS ASSESSOR'S PARCEL NO.  
380-290-008

Council Member Cashman stated this is not the way to do business. We should wait until Staff has had an opportunity to work with the applicants. A change of zone without knowing what will be going there is not good.

Council Member Ade stated if he is given the change of zone it doesn't guarantee it will come back with a Plot Plan. There are buildings on these properties and she agrees with Council Member Cashman.

City Attorney Biggs stated a development agreement may be a viable option on this.

Roll call vote: Ayes – 3; Nays – 2, Council Members Ade and Cashman. Motion carried.

City Clerk Lee presented an Ordinance entitled:

ORDINANCE NO. 48  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

WILDOMAR AMENDING THE OFFICIAL ZONING MAP FOR THE  
CITY OF WILDOMAR FROM RURAL RESIDENTIAL (R-R) TO  
MANUFACTURING-SERVICE COMMERCIAL (M-SC) FOR  
PROPERTY LOCATED AT 36030 JANA LANE AND KNOWN AS  
ASSESSOR'S PARCEL NO. 380-290-008

Which title was read.

A MOTION was made by Mayor Pro Tem Swanson, seconded by Council Member Farnam, to introduce Ordinance No. 48.

Roll call vote: Ayes – 3; Nays – 2, Council Members Ade and Cashman. Motion carried.

A MOTION was made by Mayor Pro Tem Swanson, seconded by Council Member Farnam, to table the matter concerning Property B.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

### **3.0 GENERAL BUSINESS**

#### **3.1 Trails Ad-Hoc Committee Creation and Appointments 2010**

Assistant City Manager Nordquist presented the staff report.

City Attorney Biggs advised about the difference between Ad-Hoc Committees and Standing Committees concerning the Brown Act.

Gary Andre, resident, stated the community wants this. He also discussed about monument signage.

Gina Castanon, resident, inquired why residents can't be involved with the committee. All of the committees are Ad-Hoc where it is just two Council Members and Staff. There is not enough community involvement.

Mayor Moore stated we do invite the public to attend our meetings, and in fact have invited Ms. Castanon to the Finance Ad-Hoc Committee.

Council Member Ade stated the need to involve people from the community that are involved with this.

City Attorney Biggs stated if you want this to be a standing committee, the

meetings would need to be noticed, Minutes taken, and open to the public.

Council Members Ade and Cashman voiced their desire to have a standing advisory committee rather than an Ad-Hoc.

City Manager Oviedo stated the Ad-Hoc approach was chosen due to staffing issues that he will also address in the City Manager's Report.

Council Member Ade stated this committee is too important to the citizens and we have come too far to stop now.

George Taylor, resident, stated there is a trails committee that does exist and they should be included with this.

City Attorney Biggs advised the Ad-Hoc Committee can invite anyone they wish to attend the meetings.

A MOTION was made by Council Member Cashman, seconded by Mayor Pro Tem Swanson, to create a Trails Ad-Hoc Committee and appoint two Members to the committee.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

A MOTION was made by Council Member Farnam, seconded by Mayor Pro Tem Swanson, to appoint Council Members Ade and Cashman to the Ad-Hoc Committee.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

### **CITY MANAGER REPORT**

City Manager Oviedo stated he would like to bring forward a review of projects and priorities. Staff is at saturation point and the concern is things falling through the cracks.

Several months ago a request was made that perhaps the City absorb the Cemetery District. Staff is taking steps in looking at it.

Staff is continuing to shut down the fruit vendors on the roadside. We will be putting information on the website.

Lastly, he showed the Ad that the City put in the Business Journal of the Inland

Empire Magazine.

### **CITY ATTORNEY REPORT**

City Attorney Biggs stated there is still no word on the Beutz case. Additionally, Assistant City Attorney Jex will attend the next City Council meeting as she will be absent.

### **COUNCIL COMMUNICATIONS**

Council Member Cashman advised the Higher Education Subcommittee and the Animal Shelter Subcommittee will be meeting this Friday.

Council Member Ade stated her pleasure with the first Economic Subcommittee meeting and looks forward to more.

Mayor Pro Tem Swanson agreed with Council Member Ade and also advised everyone to turn in their census.

Mayor Moore stated she has a flyer regarding some musician workshops. A Sixth Grader from David A. Brown is a finalist in the Heinz ketchup contest. She urged everyone to vote. She urged everyone to get their 72 hour emergency kits and there are flyers on the table regarding this. The first Farmers Market will be April 5 at Marna O'Brien Park. She asked that everyone turn in their census and there are forms available at the Library. She also noted several other events she attended.

### **FUTURE AGENDA ITEMS**

There was nothing to add.

### **ADJOURN TO CLOSED SESSION**

At 9:32 p.m. the City Council convened into closed session, with all Council Members present.

The City Council met in closed session pursuant to the provisions of Government Code Section 54956.8 to authorize and direct its property negotiator, Frank Oviedo, City Manager, with regard to potential acquisition of the following parcels

of real property from the current owners of record. Under discussion will be the terms and conditions of acquisition of the property:

APN 376-140-022 - owner of record Thomas and Elizabeth R. Plott  
APN 380-110-045 - owner of record Wildomar Square Partners, LLC  
APN 380-240-001 - owner of record CHOA Murrieta, LLC  
APN 380-240-003 - owner of record Kim/Kwak  
APN 380-240-007 - owner of record Richard S. Pavelec & Cissy Fisher, Trustees  
APN 380-110-034 - owner of record Sierra Noble, Inc.  
APN 380-240-008 - owner of record Archland Property II, LP  
APN 380-240-023 - owner of record Tesoro Sierra Properties, LLC

### **ADJOURN TO OPEN SESSION**

At 9:45 p.m. the City Council reconvened into open session, with all Council Members present, making no announcements.

### **ADJOURNMENT**

There being no further business, Mayor Moore declared the meeting adjourned at 9:45 p.m.

Respectfully submitted by,

---

Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item #1.3**  
**CONSENT CALENDAR**  
**Meeting Date: April 14, 2010**

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**TO:** Mayor and City Council Members

**FROM:** Gary Nordquist, Assistant City Manager

**SUBJECT:** Warrant Registers dated March 24, April 2, and 8, 2010 and Payroll Register dated April 2, 2010

**STAFF REPORT**

**RECOMMENDATION:**

1. Approve Warrant Register dated March 24, 2010 in the amount of \$200,391.65.
2. Approve Warrant Register dated April 2, 2010 in the amount of \$199,221.94.
3. Approve Warrant Register dated April 8, 2010 in the amount of \$90,551.78.
4. Approve Payroll Warrant Register dated April 2, 2010 in the amount of \$288.50.

**BACKGROUND:**

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

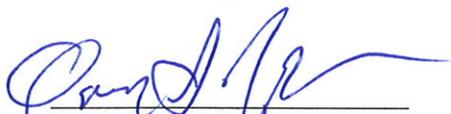
**FISCAL IMPACTS:**

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 2009-10 Budget.

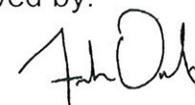
**ALTERNATIVES:**

1. Take no action
2. Provide staff with further direction.

Submitted by:

  
\_\_\_\_\_  
Gary Nordquist  
Assistant City Manager

Approved by:

  
\_\_\_\_\_  
Frank Oviedo  
City Manager

**City of Wildomar  
Warrant Register  
March 24, 2010**

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo/Description</b>	<b>Amount</b>
03/24/2010	2302	Consolidated Contracting - Refund	Deposit Refund - Project 08-0118	588.50
03/24/2010	2303	A & A Janitorial Services	Janitorial Services - March 2010 for Marna O'Brien Restroom	570.00
03/24/2010	2304	AFLAC	Insurance Premium - March 2010	-611.64
03/24/2010	2305	Animal Friends of the Valleys, Inc.	Animal Services - February 2010	7,500.00
03/24/2010	2306	CASH	Petty Cash Reimbursement - March 2010 (Office Supplies)	103.54
03/24/2010	2307	City of Indio	League Dinner Meeting	45.00
03/24/2010	2308	Crystal Clean Maintenance	Janitorial Services - April 2010	698.00
03/24/2010	2309	Diamond Enviromental Services	VIP 2 X Week Service - Windsong Park	140.70
03/24/2010	2310	DirecTV	Television Service for City Hall - 3/12-4/11/2010	67.00
03/24/2010	2311	Inland Empire Media Group, Inc.	April Ad Placement	2,295.00
03/24/2010	2312	Aetna	Insurance Premiums - March 2010	5,150.00
03/24/2010	2313	DataQuick	Code Enforcement - Software - February 2010	100.88
03/24/2010	2314	Department of Transportation	Billing Period - January 2010	1,259.91
03/24/2010	2315	Innovative Document Solutions	Cotract Copier Services/Maintenance - February 2010	324.47
03/24/2010	2316	Interwest Consulting Group	Various Municipal Services	165,982.50
03/24/2010	2317	North County Times	Notice of Public Hearing - Zone Change - Project 09-0392	134.52
03/24/2010	2318	Republic ITS	Traffic Sigal Response Call Outs & Repairs - Dec 09 & Feb 10	3,108.97
03/24/2010	2319	US Electric Company	Transformer Replacement & Installation - Marna O'Brien Park	1,750.00
03/24/2010	2320	Diamond W Events	Insurance and Quarterly Health Permit for Farmers' Market	1,231.50
03/24/2010	2321	Danielson Associates, Inc.	Special Project Services - November 2009 (not previously paid)	9,952.80
				<b>Sub-total: \$ 200,391.65</b>

**City of Wildomar  
Warrant Register  
April 2, 2010**

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo/Description</b>	<b>Amount</b>
04/02/2010	2322	AT&T	Monthly Cell Phone Charges - March 2010	\$ 556.94
04/02/2010	2323	County of Riverside - Dept. of Environ. Health	Environmental Services - Oct-Dec 2009	\$ 1,487.14
04/02/2010	2324	CTAI Pacific Greenscape	Park Maintenance Services for March 2010	\$ 4,260.00
04/02/2010	2325	Diamond W Events	Community Services, Emergency Preparedness-March 2010	\$ 7,327.26
04/02/2010	2326	Exec-U-Care	Medical Reimb.Insurance - April 2010	\$ 3,271.61
04/02/2010	2327	Guardian	Insurance Premium - April 2010	\$ 971.92
04/02/2010	2328	Lance, Soll & Lunghard, LLP	2009 Engagement - Final	\$ 925.00
04/02/2010	2329	Naples Plaza Ltd.-Oak Creek II	Monthly Lease - April 2010	\$ 10,114.56
04/02/2010	2330	PV Maintenance Inc.	Measure 'A' Unspecified Rehab Recon - Jan & Feb PW & Storm	\$ 163,071.57
04/02/2010	2331	Ace Hardware	Storage Room Shelves	\$ 1,248.30
04/02/2010	2332	AIDI Biomedical	Refund for Overpayment on Business Registration	\$ 15.00
04/02/2010	2333	American Forensic Nurses	Blood Draws	\$ 244.20
04/02/2010	2334	Bio-Tox Laboratories	RC Sheriff - Lab Services	\$ 411.12
04/02/2010	2335	Riverside County Sheriff's Department	Booking Fees - March 2010	\$ 1,076.00
04/02/2010	2336	Edison	March 2010 Utilties - Parks	\$ 4,241.32
				<b>Sub-Total: \$ 199,221.94</b>

City of Wildomar  
Check Detail  
April 8, 2010

Date	Num	Name	Memo/Description	Amount
04/08/2010	2337	Burke, Williams & Sorensen, LLP	City Attorney Services - March 2010	\$ 39,405.41
04/08/2010	2338	Danielson Associates, Inc.	Special Project Consulting Services - March 2010	\$ 6,394.60
04/08/2010	2339	Data Ticket, Inc.	Code Enforcement Citation Processing - Website Online Acce	\$ 200.00
04/08/2010	2340	Department of Conservation	SMIP Fees - 4/1/09 - 6/30/09	\$ 1,397.37
04/08/2010	2341	Edison	Utilities - CSA 103 - March 2010	\$ 34.37
04/08/2010	2342	Elsinore Valley Municipal Water District	Water Services - 2/12/10 - 3/18/10	\$ 667.21
04/08/2010	2343	Gary Andre	Planning Commission Meetings - 3/3/10 & 3/17/10	\$ 150.00
04/08/2010	2344	Harv Dykstra	Planning Commission Meetings - 3/3/10 & 3/17/10	\$ 150.00
04/08/2010	2345	Image Printing System	Business Cards - Alfredo Garcia	\$ 58.73
04/08/2010	2346	Michael Kazmier	Planning Commission Meetings - 3/3/10 & 3/17/10	\$ 150.00
04/08/2010	2347	Misty V. Cheng	Audit Preparation & Accounting Services	\$ 2,035.00
04/08/2010	2348	North County Times	Notice of Public Hearing - Ordinance #46	\$ 637.20
04/08/2010	2349	PARSAC	Self-Insured Retention	\$ 5,000.00
04/08/2010	2350	Protection Rescue Security Services	Security Services - Marna O'Brien, Heritage & Windsong - March 2010	\$ 425.00
04/08/2010	2351	Robert Devine	Planning Commission Meetings - 3/3/10 & 3/17/10	\$ 150.00
04/08/2010	2352	Scott Nowak	Planning Commission Meetings - 3/3/10 & 3/17/10	\$ 150.00
04/08/2010	2353	Wells Fargo Business Card	Credit Card Charges - Operating Supplies - March 2010	\$ 4,062.69
04/08/2010	2354	California Public Employee Retirement Sys	City Council, City Mgr, City Clerk & Asst. Mgr. Contributions - Dec-Mar10	\$ 29,484.20
<b>Sub-Total:</b>				<b>\$ 90,551.78</b>

Payroll Warrant Register April 2, 2010

4/2/2010	5104	Bridgette Moore	March 2010 Stipend	\$ 288.50
<b>Sub-total:</b>				<b>\$ 288.50</b>

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.4**  
**Consent Calendar**  
**Meeting Date: April 14, 2010**

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**TO:** Mayor and Council Members

**FROM:** Michael Kashiwagi, Development Services, Public Works

**SUBJECT:** Consultant Service Agreement with Psomas for Assessment Engineering Services for Community Service Areas 22, 142, 103 and Landscape Maintenance District 2006-1

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

**RESOLUTION NO. 2010 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR ASSESSMENT ENGINEERING SERVICES FOR COMMUNITY SERVICE AREAS 22, 142, AND 103 AND LANDSCAPE MAINTENANCE DISTRICT 2006-1 FOR A NOT-TO-EXCEED AMOUNT OF \$37,115.00**

**BACKGROUND:**

Prior to Incorporation, County Service Areas 22, 142, and 103 were established to provide funding for street lighting and landscaping services. Landscape Maintenance District 2006-1 was established to provide funding for landscape maintenance services for parks within the Wildomar Community.

In order to maintain our ability to assess property owners for these services, assessment engineering services must be performed annually. Psomas has been performing these Assessment Engineering Services for Riverside County. Specific work tasks include:

- Preparation of an Engineer's Reports consisting of the description of proposed improvements, assessment boundary map, engineer's estimate of total cost of improvements/services, assessment methodology, and property owner list and assessment roll

- Preparation of assessment levy in a format acceptable for direct submission to the County Auditor/Controller's office prior to the statutory deadline and preparation of necessary parcel adjustments and corrections
- Development of the final assessment roll in an electronic format which allows data retrieval based on Assessor Parcel Number and Owner Name
- Serve as the primary contact for inquiries and questions from property owners, real estate professionals, and representatives of the development community

Due to the intimate knowledge and critical data storage and retrieval systems already developed by Psomas from previous and ongoing work administering these public financing districts for Riverside County, staff recommends a continuation of these services for the City of Wildomar. Psomas possesses the knowledge and skills to perform this work and their specific knowledge of these districts will result in the performance of necessary work in a cost effective and efficient manner.

The agreement is proposed for a one year period. The cost for the proposed services is \$33,715.00 for Fiscal Year 2010/2011. The agreement also includes a contingency of \$3,400 per year for unforeseen items of work. The contingency may only be expended upon authorization of the City Manager.

**FISCAL IMPACTS:**

Payment for work associated with the performance of this contract will be from revenues generated from LMD 2006-1 and CSA 22, 142, and 103 tax levies, respectively. There is no General Fund impact.

**ATTACHMENTS:**

1. Resolution of the City Council of the City of Wildomar to execute an agreement for assessment engineering services for Community Service Areas 22, 142, and 103 and Landscape Maintenance District 2006-1.
2. Agreement for Consultant Services with Psomas

Submitted by:

Approved by:

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Mike Kashiwagi  
Development Services




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Frank Oviedo  
City Manager

RESOLUTION NO. 2010 –

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR ASSESSMENT ENGINEERING SERVICES FOR COMMUNITY SERVICE AREAS 22, 142, AND 103 AND LANDSCAPE MAINTENANCE DISTRICT 2006-1 FOR A NOT-TO-EXCEED AMOUNT OF \$37,115.00**

WHEREAS, County Service Areas 22, 142, and 103 and Landscape Maintenance District 2006-1 were established prior to incorporation to fund street lighting, landscape and park maintenance services within the Wildomar Community; and

WHEREAS, Assessment Engineering Services must be performed annually in order to maintain the city's ability to levy taxes on properties benefitting from these services; and

WHEREAS, Psomas has been performing these services for CSA 22, 142, 103, and LMD 2006-1 for Riverside County; and

WHEREAS, Psomas has detailed knowledge and critical storage and retrieval systems already in place to facilitate an efficient and cost effective method to perform necessary services.

**NOW THEREFORE**, the City Council of the City of Wildomar does Resolve, in regular session assembled on April 14, 2010 as follows:

Authorizes the award of an agreement to Psomas and authorizes the City Manager to enter into a consultant services contract in an amount not-to-exceed \$37,115.00.

**PASSED, APPROVED AND ADOPTED** this 14th day of April, 2010.

\_\_\_\_\_  
Bridgette Moore  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Julie Hayward Biggs  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

**CONSULTANT SERVICES AGREEMENT**

**by and between**

**THE CITY OF WILDOMAR,  
a California general law city**

**and**

**PSOMAS  
A California corporation**

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF WILDOMAR, CALIFORNIA  
AND  
PSOMAS**

This Agreement for Consultant Services ("Agreement") is entered into as of this \_\_\_\_\_ day of April, 2010 by and between the City of Wildomar, a California general law city ("City") and **PSOMAS**, a California Corporation, authorized to do business in California ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Consultant, following submission of a proposal or bid 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 Consultant Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Consultant 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 scope of services set forth in Exhibit "A-1" and "A-2" "Scope of Services, respectively," shall be completed pursuant to the schedule specified in Exhibit "A." Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the scope of services until such services are complete.

## **SCOPE OF SERVICES.**

Consultant agrees to perform the services set forth in Exhibit "A-1" and "A-2" "Scope of Services" and made a part of this Agreement.

## **ADDITIONAL SERVICES.**

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A" "Scope of Services," unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Manager.

## **COMPENSATION AND METHOD OF PAYMENT.**

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed Thirty-Three Thousand Seven Hundred and Fifteen dollars (\$33,715.00) for Fiscal Year 2010/2011, unless additional compensation is approved in writing by the City Manager to a maximum of \$3,400.00.

Each month Consultant 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-consultant contracts. Sub-consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. City shall independently review each invoice submitted by the Consultant 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 Consultant for correction and resubmission.

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

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

## **INSPECTION AND FINAL ACCEPTANCE.**

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant'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 Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

### **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 Consultant in the course of providing any 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 Consultant. Upon completion, expiration or termination of this Agreement, Consultant 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 Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warrants related to Standard of Performance and found in Section 9 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.

### **CONSULTANT'S BOOKS AND RECORDS.**

Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant 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 Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three 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 Consultant'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 Consultant's business, City may, by written request, require that custody of such documents or records be given to the City and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

#### **STATUS OF CONSULTANT.**

Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant 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 Consultant shall at all times be under Consultant'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 Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

Neither Consultant, nor any of Consultant'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. Consultant expressly waives any claim Consultant may have to any such rights.

#### **STANDARD OF PERFORMANCE.**

Consultant 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. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

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 Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

## **COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

Consultant 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. Consultant 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 Consultant to comply with this section.

## **PREVAILING WAGE LAWS**

It is the understanding of City and Consultant 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.**

Consultant 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.**

Consultant 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 Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant 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.**

Consultant 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 Consultant's performance of services under this Agreement. Consultant 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. Consultant 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 Consultant 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. Consultant 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 Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of work 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 Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant 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.

Consultant, 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 Consultant gives City notice of such court order or subpoena.

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

Consultant shall promptly notify City should Consultant, 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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.**

Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant 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 losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant 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 Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant 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 here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section. In the event of any claim or demand made against City, its employees, officials or agents, the City may at its sole discretion reserve, retain and/or apply any monies due to Consultant under the Contract, for the purpose of resolving such claims; except that the City may release such funds if Consultant gives City reasonable assurance that City's interests will be protected. City shall, in its sole discretion, determine whether such assurance is reasonable. Claims against City, its employees, officials or agents by any employee of Consultant, its subcontractors, contractors, employees, servants or agents shall not in any way limit Consultant's indemnification obligation as set forth in this Section, including they amount and/or type of damages, compensation, and/or benefits payable by or for Consultant, its subcontractors, contractors, employees, servants or agents under workers' compensation act, disability benefit acts, and/or other employee benefit acts and/or insurances. Nothing in this Agreement is intended to or shall have the effect of creating any rights in any third party against City, its agents, officials or employees.

Limitation of Indemnification. Notwithstanding any provision of this Section 16 [Indemnification] 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.

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.**

Consultant 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. Consultant agrees to provide City with copies of required policies upon request.

#### **ASSIGNMENT.**

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. 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 summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

#### **CONTINUITY OF PERSONNEL.**

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, 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 Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

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

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

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

## **DEFAULT.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant 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 Consultant 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 Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the City to give notice of the Consultant'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.**

Consultant 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 Consultant. 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 work as outlined in the Exhibit "A" "Scope of Services," shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work 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 Road, Suite 201  
   Wildomar, CA 92595

To Consultant:              Psomas  
   Attn: Leni Zarate  
   2010 Iowa Avenue, Suite 101  
   Riverside, CA 92507

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 Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

**BINDING EFFECT.**

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

**MODIFICATION OF AGREEMENT.**

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this 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 Consultant 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 Los Angeles.

**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 Consultant 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. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

**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).

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

**CITY OF WILDOMAR**

By: \_\_\_\_\_  
Frank Oviedo, City Manager

**ATTEST:**

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Julie Hayward Biggs  
City Attorney

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**NOTE: CONSULTANT'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 DEVELOPER'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**

**DESCRIPTION OF ATTACHED DOCUMENT**

INDIVIDUAL  
 CORPORATE OFFICER  
 \_\_\_\_\_  
 TITLE(S)

\_\_\_\_\_  
 TITLE OR TYPE OF DOCUMENT

PARTNER(S)  LIMITED  
 GENERAL

\_\_\_\_\_  
 NUMBER OF PAGES

ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 DATE OF DOCUMENT

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

\_\_\_\_\_  
 SIGNER(S) OTHER THAN NAMED ABOVE

**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.

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 CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

PARTNER(S)  LIMITED  
 GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

A-1 Project Methodology and Scope of Services for Assessment Engineering Services CSAs 22, 142, and 103, Dated February 19, 2010 (Enclosed); and,

A-2 Project Methodology and Scope of Services for Assessment Engineering Services Landscape Maintenance District 2006-1, Dated February 19, 2010 (Enclosed)

**AMENDMENTS**

The Scope of Services, including services, work products, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

**Copies of Complete Proposals**

Copies of the complete proposals are available in the office of the City Engineer for the City of Wildomar.

Meeting Date: April 14, 2010

**EXHIBIT "B"  
COMPENSATION**

**Fiscal Year 2010-2011**

Assessment Engineering Services CSA 22, 142, 103 \$17,555

Assessment Engineering Services Landscape Maintenance  
Landscape Maintenance District 2006-1 \$16,160

**Total \$33,715**

**Extra Services (Contingency)**

FY 2010-2011 \$3,400

**EXHIBIT "C"  
INSURANCE**

A. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the City Manager or City Counsel, 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 work hereunder by Consultant, 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. Consultant shall provide the following scope and limits of insurance:

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

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001, ed. 10/03).

(2) Insurance Services Office form number CA 0001 (Ed. 06/92) 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 insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Professional liability insurance appropriate to the Consultant's profession and to the work to be performed under this Agreement. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. Any professional liability policy written on a claims made basis shall be specifically endorsed to show that prior acts occurring at anytime after the inception date of the Agreement will be covered. 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 3 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 3-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage. A "tail" policy may be purchased as an alternative to satisfy this requirement.

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

(1) General Liability: \$1,000,000 per occurrence, \$5,000 medical per occurrence, and \$2,000,000 per policy aggregate for bodily injury, personal injury and property damage. As an alternative to the per policy aggregate, Consultant may have an aggregate limit of \$1,000,000 per project apply.

(2) Automobile Liability: \$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 and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident.

(4) Professional Liability: \$1,000,000 per claim and \$2,000,000 aggregate. As an alternative, Consultant may maintain in full force during the terms of this Agreement, professional liability insurance coverage not less than \$1,000,000 per claim and \$1,000,000 annual aggregate, provided Consultant and Consultant's insurance carrier both provide to City a written statement to the effect that there are no known claims, reserves or circumstances that might impair the annual aggregate amount of Consultant's professional liability policy.

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 or terminated 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, except in the event of non-payment of a premium, in which case no less than ten (1) days prior written notice by certified mail, return receipt requested, must be given to the City.

2. 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 performance of any work under this Agreement; liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; or automobiles owned, leased, hired or borrowed by Consultant. 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) Consultant'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, Consultant's insurance.

(3) Consultant'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 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 and Employer's Liability Coverage.

(1) 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 Consultant.

(2) If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of the employees death, may be entitled to compensation from the City under the provisions of the Labor Code, for which compensation is claimed from the City, there will be retained out of the sums due to Consultant under this Agreement, an amount sufficient to cover such compensation as fixed by the Labor Code provisions, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance and endorsements shall be on standard Acord, Department of Insurance or Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, Consultant may provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage

required by this Agreement. At any time at the written request of the City, Consultant agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section.

1. Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

2. Any deductibles or self-insured retentions exceeding five thousand dollars (\$5,000) 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 Consultant 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 Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. The requirements as to types, limits and the City's approval of insurance coverages to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under this Agreement.

4. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage required by this Agreement, City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due under this Agreement.

5. The maintenance by Consultant and its contractors and subcontractors of the insurance coverages and limits of insurance provided herein is a material element of this Agreement. The failure of Consultant or any of its contractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

# **EXHIBIT A - 1**



## **2. Project Methodology**

### **Project Approach**

Psomas will provide the City and its citizens excellent service that is accurate, timely, professional and courteous. Our proven methodology will ensure successful completion of the annual administration, formation, and annexations services.

Our approach continues with these philosophies and guiding principals:

- ▶ Coordination
- ▶ Communication
- ▶ Quality Assurance
- ▶ Service
- ▶ Stakeholder participation
- ▶ Innovation

We know that coordination is the cornerstone to success. We recognize that our role is to assist City with the work required to place charges or special taxes that are equitable on the property tax rolls while meeting statutory requirements and deadlines. We will partner with City to obtain and provide the information necessary to successfully meet the requirements of the Scope of Work.

We will communicate. We know that asking and answering questions will be the beginning of our communication, however, the availability and accessibility of your consultants are necessary for the successful management of the City's CSAs. We provide our clients with communication access via personal cell phones of the assigned consultants, company toll-free telephone, email, fax, and personal contact. Our customer service principles also extend to your tax payers. We will courteously communicate with property owners when they have questions regarding their charge or special tax and will provide a toll free telephone number for their convenience.

We achieve quality assurance by checking and re-checking our work. Our internal procedures for quality assurance demands that all work be independently processed, verified, and approved before presentation or delivery to you or on behalf of you, our client. We will meet this critical step to ensure accuracy and promote effectiveness. All deliverables and critical path documents and calculations are triple-checked to ensure accuracy.

We are prepared to serve you. Our approach to the successful fulfillment of any scope of work stems from an attitude of service that was put into practice, became a habit, and is now ingrained in our company character. We have carefully reviewed your request for services and have evaluated our resources. We can guarantee that we will provide the City the same quality service that has built our reputation.

We will be active participants and contributors. Our philosophy of participation includes due diligence before, during, and after formation of the district. We are there with you from concept through full fruition of project. We will attend all meetings and civil events that may require dissemination or interpretation of the District.



## 2. Project Methodology

We will achieve high efficiency through innovation. Psomas currently offers web-based solutions that are invaluable research and reporting tools for you and potential investors. Aided by our industry-leading Information Technology team, we offer user-friendly, web-based Assessment District financing components such as the ability to view yearly Disclosure Reports, Delinquency Reports and Assessment Districts. Additionally, our Geographic Information Systems group provides a geospatial context in which to view, analyze, and provided for the development of your district, specifically related to local address, parcel, social and economic regional data.

### Scope of Services

The administration of the City's CSAs include many tasks that are schedule driven. Missed milestones and deadlines can cause irreparable harm to the process and to the City. Psomas is able to balance a strict schedule and budget with the necessary flexibility to accommodate unaccounted-for project adjustments. Key task assignments to ensure this balance are described below.

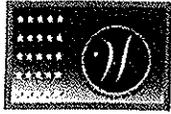
### Project Management

1. Prepare a levy timeline, including key dates and timeframes for pertinent tasks throughout the year.
2. Maintain and periodically update an electronic database containing parcel basis data and annual Special Tax levy amounts by Assessor's Parcel Number.
3. Annually calculate and apportion the special assessment as specified pursuant to each CSA.
4. Prepare and maintain a parcel database using the parcel information from the current County Assessor's Office secured roll. Consultant will enhance the data through parcel research and specific information provided by the City, if necessary.
5. Assist in the preparation of an annual resolution that establishes the CSAs' budgets for the Fiscal Year and application of the assessment to be submitted to the County.
6. Assist in the preparation of other staff reports and resolutions as requested by the City.
7. Provide special assessments for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format and configuration required by the county for placement on the annual property tax roll. Provide a final copy to the City.
8. Attend up to (2) meetings per year.

### District Annexations

Consultant will perform the following services related to annexation to a particular CSA:

1. Research, collect and verify relevant information, such as the tax parcel maps, acreage, owner information, land use and development plan, improvements to be constructed, cost estimates, and phasing and other parcel specific information.
2. Prepare a boundary map and Engineer's Report



## 2. Project Methodology

### Preparation of Engineer's Reports

Psomas will prepare a draft Engineer's Report that complies in all respects with the provisions of the Landscape and Lighting Act of 1972. The report will include:

1. A description of the proposed improvements
2. Assessment District Boundary Map
3. An engineer's estimate of the total cost of the improvements.
4. Description of Assessment Methodology
5. The list of property owners and assessment roll that contains the assessor's parcel number and the amount of the proposed assessment.
6. Inclusion of parcels to future annual enrollment process.

### Psomas Task Completion Timeline

The following exhibit provides a general timeline of major milestones and deliverables:

Month	Milestone/Deliverable
April	Obtain latest tax roll information from the County and compare to existing database to determine newly created parcels
May	Update prior year database with annexations that were processed during the fiscal year for taxation
	Assist in the preparation of staff reports and resolution to establish the financing districts' budgets.
	Prepare preliminary assessments per each CSA and prepare spreadsheet for use by the City to prepare the Council approval package
June	Attend Council meeting approving the annual assessment per CSA
July	Submit the proposed levy to the Auditor-Controller
August	Research and resubmit any rejected parcels
September	Prepare CDs in an Excel format of the levy on a per-parcel basis

### City Support Responsibilities

Psomas will rely on the City to provide the following information and/or effort:

- ▶ Certified copies (where required) of Resolutions or other documentation required by the County for direct levy or assessment administration.
- ▶ Adopt a resolution setting and public hearing regarding the CSA
- ▶ Direct the City Clerk to set the date and publish a notice for the public hearing
- ▶ Conduct public hearing
- ▶ Adopt charges as proposed
- ▶ Assistance in obtaining information that is annually researched and acquired by Consultant, such as land subdivision, and issuance of building permits and/or certificates of occupancy, as needed.



## 2. Project Methodology

### City Support Timeline

Month	Milestone/Deliverable
April	Obtain Resolution numbers and provide to Psomas
May	Adopt Resolutions to set public hearings
	Direct City Clerk to publish the notice of public hearing
June	Conduct public hearing
	Provide Psomas with certified Resolutions
July	Adopt charges as proposed

# **EXHIBIT A - 2**



## 2. Project Methodology

### Project Approach

Psomas will provide the City and its citizens excellent service that is accurate, timely, professional and courteous. Our proven methodology will ensure successful completion of the annual administration, formation, and annexations services.

Due to the potential and pending litigation, our approach to completing this project is to maintain the methodology previously adopted by the Riverside County Board of Supervisors in Resolution 2006-262 on July 11, 2006 and accepted and approved by the City of Wildomar for Fiscal Years 2007/2008 and 2008/2009. Without a new vote, neither the City nor Psomas has any authority to change the methodology.

Our approach continues with these philosophies and guiding principals:

- ▶ Coordination
- ▶ Communication
- ▶ Quality Assurance
- ▶ Service
- ▶ Stakeholder participation
- ▶ Innovation

We know that coordination is the cornerstone to success. We recognize that our role is to assist City with the work required to place charges or special taxes that are equitable on the property tax rolls while meeting statutory requirements and deadlines. We will partner with City to obtain and provide the information necessary to successfully meet the requirements of the Scope of Work.

We will communicate. We know that asking and answering questions will be the beginning of our communication, however, the availability and accessibility of your consultants are necessary for the successful management of the LMD. We provide our clients with communication access via personal cell phones of the assigned consultants, company toll-free telephone, email, fax, and personal contact. Our customer service principles also extend to your tax payers. We will courteously communicate with property owners when they have questions regarding their charge or special tax and will provide a toll free telephone number for their convenience.

We achieve quality assurance by checking and re-checking our work. Our internal procedures for quality assurance demands that all work be independently processed, verified, and approved before presentation or delivery to you or on behalf of you, our client. We will meet this critical step to ensure accuracy and promote effectiveness. All deliverables and critical path documents and calculations are triple-checked to ensure accuracy.

We are prepared to serve you. Our approach to the successful fulfillment of any scope of work stems from an attitude of service that was put into practice, became a habit, and is now ingrained in our company character. We have carefully reviewed your request for



## 2. Project Methodology

services and have evaluated our resources. We can guarantee that we will provide the City the same quality service that has built our reputation.

We will be active participants and contributors. Our philosophy of participation includes due diligence before, during, and after formation of the district. We are there with you from concept through full fruition of project. We will attend all meetings and civil events that may require dissemination or interpretation of the District.

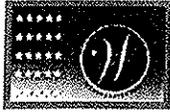
We will achieve high efficiency through innovation. Psomas currently offers web-based solutions that are invaluable research and reporting tools for you and potential investors. Aided by our industry-leading Information Technology team, we offer user-friendly, web-based Assessment District financing components such as the ability to view yearly Disclosure Reports, Delinquency Reports and Assessment Districts. Additionally, our Geographic Information Systems group provides a geospatial context in which to view, analyze, and provided for the development of your district, specifically related to local address, parcel, social and economic regional data.

### Scope of Services

The administration of the City's LMD 2006-1 include many tasks that are schedule driven. Missed milestones and deadlines can cause irreparable harm to the process and to the City. Psomas is able to balance a strict schedule and budget with the necessary flexibility to accommodate unaccounted-for project adjustments. Key task assignments to ensure this balance are described below.

### Project Management

1. *Prepare a levy timeline, including key dates and timeframes for pertinent tasks throughout the year.*
2. *Maintain and periodically update an electronic database containing parcel basis data and annual Special Tax levy amounts by Assessor's Parcel Number.*
3. *Annually calculate and apportion the special assessment as specified in the Engineer's Report for LMD 2006-1.*
4. *Prepare and maintain a parcel database using the parcel information from the current County Assessor's Office secured roll. Consultant will enhance the data through parcel research and specific information provided by the City, if necessary.*
5. *Assist in the preparation of an annual resolution that establishes the LMD's budget for the Fiscal Year and application of the assessment to be submitted to the County.*
6. *Assist in the preparation of other staff reports and resolutions as requested by the City.*
7. *Provide special assessments for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format and configuration required by the county for placement on the annual property tax roll. Provide a final copy to the City.*
8. *Research parcel exceptions provided by the County and, if possible, resubmit*



## 2. Project Methodology

*installment amounts that are unapplied by the County Auditor/Controller's Office. Psomas will provide the City a list of Special Assessment installments that cannot be collected on the County property tax roll.*

9. Attend up to (2) meetings per year.

### Preparation of Engineer's Reports

Psomas will prepare a draft Engineer's Report that complies in all respects with the provisions of the Landscape and Lighting Act of 1972. The report will include:

1. A description of the proposed improvements
2. Assessment District Boundary Map
3. An engineer's estimate of the total cost of the improvements.
4. Description of Assessment Methodology
5. The list of property owners and assessment roll that contains the assessor's parcel number and the amount of the proposed assessment.

### Psomas Task Completion Timeline

The following exhibit provides a general timeline of major milestones and deliverables:

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May	Update prior year database with annexations that were processed during the fiscal year for taxation
	Assist in the preparation of staff reports and resolution to establish the financing districts' budgets.
	Prepare preliminary assessments per the LMD and prepare spreadsheet for use by the City to prepare the Council approval package
June	Attend Council meeting approving the annual assessment per LMD
July	Submit the proposed levy to the Auditor-Controller
August	Research and resubmit any rejected parcels
September	Prepare CDs in an Excel format of the levy on a per-parcel basis

### City Support Responsibilities

Psomas will rely on the City to provide the following information and/or effort:

- ▶ Adopt a Resolution ordering preparation of the Engineer's Report
- ▶ Adopt Resolution declaring its intention to levy and collect assessments, setting the time and place of the public hearing and ordering notice of the public hearing
- ▶ Conduct public hearing
- ▶ Adopt a Resolution confirming the diagram assessments to be levied.
- ▶ Certified copies (where required) of Resolutions or other documentation required by the County for direct levy or assessment administration.
- ▶ Assistance in obtaining information that is annually researched and acquired by Psomas, such as land subdivision, and issuance of building permits and/or certificates of occupancy, as needed.



## 2. Project Methodology

### City Support Timeline

Month	Milestone/Deliverable
April	Obtain Resolution numbers and provide to Psomas
May	Adopt Resolutions to set public hearings
	Direct City Clerk to publish the notice of public hearing
June	Conduct public hearing
	Provide Psomas with certified Resolutions

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.5**  
**CONSENT CALENDAR**  
**Meeting Date: April 14, 2010**

---

**TO:** Mayor and Members of the City Council  
**FROM:** Debbie A. Lee, CMC, City Clerk  
**SUBJECT:** Planning Commission Vacancy

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Accept the resignation of Planning Commissioner Scott Nowak and declare a vacancy, effective April 23, 2010, on the Planning Commission; and
2. Direct the City Clerk to advertise the vacancy, starting April 23, 2010, for a period of 30 calendar days.

**BACKGROUND:**

Scott Nowak has submitted his resignation letter stating he will be moving out of the City and would therefore no longer be eligible to serve on the Planning Commission.

**DISCUSSION:**

On Wednesday, April 7, 2010, the City Clerk's Office received a resignation letter from Planning Commissioner, Scott Nowak. He has faithfully served on the Planning Commission as an inaugural member of the Commission and was appointed by Council Member Scott Farnam. His resignation will be effective on Friday, April 23, 2010.

As per the Maddy Act, the City Council will need to accept Mr. Nowak's resignation and direct the City Clerk to advertise the vacancy for a period of 30 calendar days. All applications received will be forwarded to Council Member Farnam for his review. It is anticipated that Council Member Farnam will nominate a candidate at the May 26, 2010, Council meeting.

**FISCAL IMPACT:**

Minimal cost for advertising the vacancy.

Submitted by:

Approved by:



Debbie A. Lee, CMC  
City Clerk



Frank Oviedo  
City Manager

Attn: City Councilman Scott Farnam via City Clerk  
City of Wildomar  
23873 Clinton Keith Road, Suite 201  
Wildomar, CA 92595

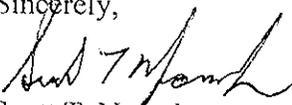
04/05/10

Council Members;

I must formally resign my position of Planning Commissioner. I wish situations were different but I must relocate out of the City for personal reasons. I am grateful to the City and City Staff for making this an enjoyable experience.

Thank you for your understanding and if you have any further questions please call me at [REDACTED]

Sincerely,

 EFFECTIVE 4/23/10  
Scott T. Nowak  
Planning Commissioner  
[REDACTED]  
Wildomar, CA. 92595

**RECEIVED**

APR 07 2010

CITY OF WILDOMAR

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.6**  
**CONSENT CALENDAR**  
**Meeting Date: April 14, 2010**

---

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** David Hogan, Planning Director  
**SUBJECT:** Second Reading of Ordinance No. 48 - Kasiri-Nauert Zone Change

**STAFF REPORT**

**RECOMMENDATION:**

Staff is recommending that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 48

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP FOR THE CITY OF WILDOMAR FROM RURAL RESIDENTIAL (R-R) TO MANUFACTURING-SERVICE COMMERCIAL (M-SC) FOR PROPERTY LOCATED AT 36030 JANA LANE AND KNOWN AS ASSESSOR'S PARCEL NO. 380-290-008

**DISCUSSION:**

This is the second reading of this Ordinance. The Ordinance was introduced and approved at the March 24, 2010, City Council Meeting. This Ordinance approves the Change of Zone only on the property at the corner of Clinton Keith Road and Jana Lane.

**ATTACHMENTS:**

Ordinance No. 48

Submitted by:



David Hogan  
Planning Director

Approved by:



Frank Oviedo  
City Manager

**ORDINANCE NO. 48**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP FOR THE CITY OF WILDOMAR FROM RURAL RESIDENTIAL (R-R) TO MANUFACTURING-SERVICE COMMERCIAL (M-SC) FOR PROPERTY LOCATED AT 36030 JANA LANE AND KNOWN AS ASSESSOR'S PARCEL NO. 380-290-008**

The City Council of the City of Wildomar ordains as follows:

**SECTION 1. ENVIRONMENTAL FINDINGS.**

The City Council hereby determines that the provisions and requirements of the California Environmental Quality Act (CEQA) have been complied with prior to the approval of this ordinance.

**SECTION 2. GENERAL PLAN CONSISTENCY FINDINGS.**

Pursuant to Wildomar Municipal Code Section 17.280, the City Council hereby determines that the proposed change of zone is in conformance with the adopted General Plan for the City of Wildomar.

**SECTION 3. CITY COUNCIL ACTION.**

The Official Zoning Map for the City of Wildomar is hereby amended to change the zoning designations for Assessor's Parcel No. 380-290-008 from Rural Residential (R-R) to Manufacturing-Service Commercial (M-SC).

**PASSED, APPROVED AND ENACTED** this 14th day of April, 2010.

\_\_\_\_\_  
Bridgette Moore  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Julie Hayward Biggs  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #2.1**  
**PUBLIC HEARING**  
**Meeting Date: April 14, 2010**

---

**TO:** Mayor and Council Members  
**FROM:** David Hogan, Planning Director  
**SUBJECT:** Zoning Ordinance Amendment 10-01 - Rural Residential Zone Building Setbacks

**STAFF REPORT**

**RECOMMENDATION:**

The Planning Commission recommends that the City Council introduce an Ordinance entitled:

ORDINANCE NO.  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AMENDING CHAPTER 17.16 OF MUNICIPAL CODE OF THE  
CITY OF WILDOMAR PERTAINING TO BUILDING SETBACKS IN THE RURAL  
RESIDENTIAL ZONING (ZONING CODE AMENDMENT 10-01)

**BACKGROUND:**

In the process of evaluating second dwelling unit requirements it was identified that the Rural Residential Zone did not have building setbacks. Staff felt that the lack of setbacks could create unintended consequences in the locating of new structures on lots in the Rural Residential (R-R) Zone. The purpose of this staff report is to bring the Planning Commission's recommendations on R-R Zone setbacks to the City Council.

**DISCUSSION:**

As stated previously, the Rural Residential zoning designation does not establish minimum setbacks in the development standards. This is a concern to staff because the Second Unit Permit regulations rely on lot size, building height, and building setbacks in each zoning designation to ensure that structures are properly developed to the standards of each zone.

To develop a starting point for the Planning Commission's discussions staff reviewed the building setback requirements for the other single family zone, the R-1 (One Family Dwelling) Zone. The building setbacks in this zone are 20 feet in the front, 10 feet street side, 5 feet interior side, and 10 feet rear. The setbacks in the R-A (Residential Agriculture) Zone are 20 feet in the front with no side or rear setbacks. The building setbacks for the R-1, R-A, and R-R Zones are summarized in the following table.

Existing Minimum Setbacks				
Zoning	Minimum Lot Size	Front	Side	Rear
R-1	7,200 sq. ft.	20 ft.	5 ft.	10 ft.
R-A	20,000 sq. ft.	20 ft.	-	-
R-R	½ acre	-	-	-

As a result of this initial assessment, staff recommended that the Planning Commission consider using the R-1 Zone building setbacks for the starting place of their discussion.

**PLANNING COMMISSION:**

On February 3, 2010, the Planning Commission for consideration at a Public Hearing. At that meeting the Commission again discussed the item and made several recommendations which have all been incorporated in the ordinance proposed in this report, with one exception. At the February 3<sup>rd</sup> meeting, the Commission recommended setting the building setbacks in the Rural Residential Zone at 20 feet in front, 10 feet on the side, and 20 feet in the rear in an effort to protect the rural character of the Rural Residential zone. The minutes from this meeting are contained in Attachment C.

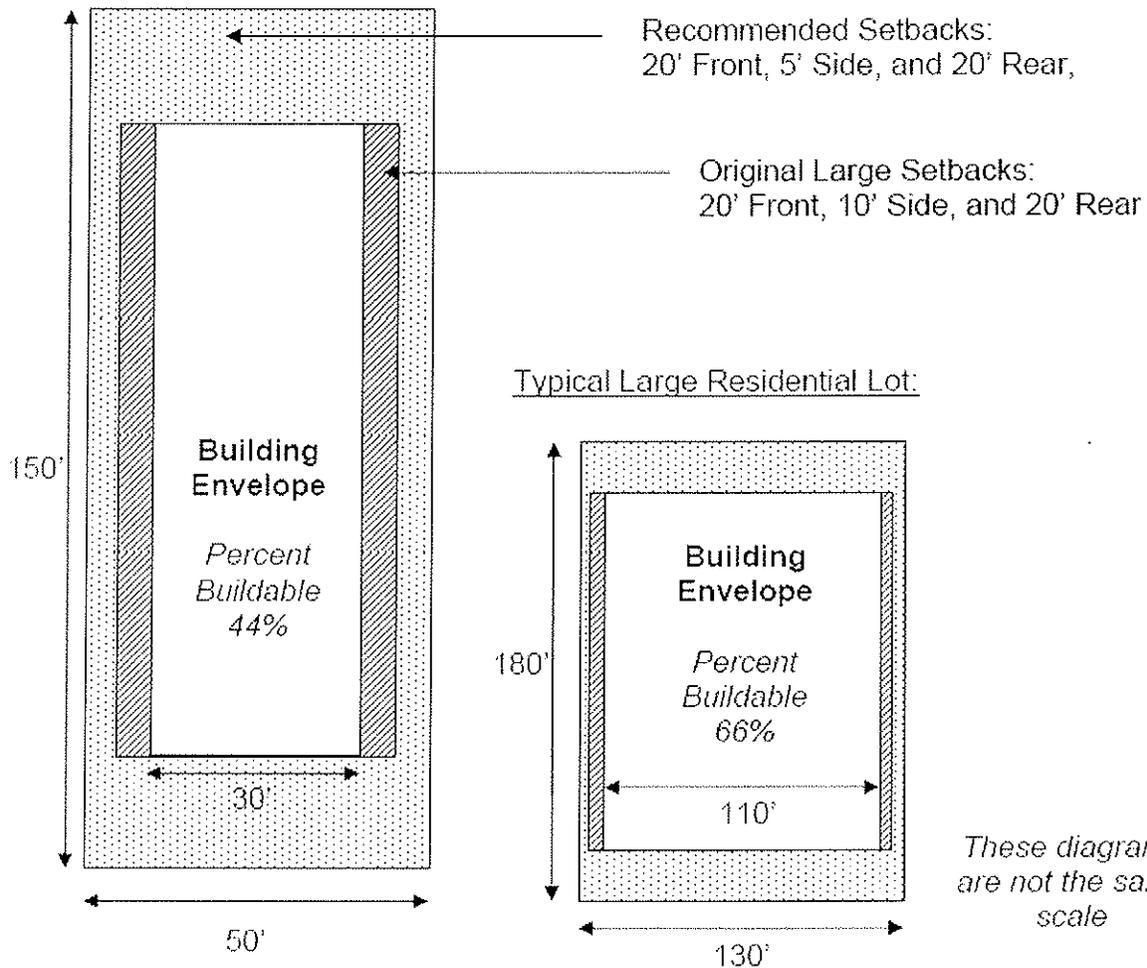
A few days after that meeting, staff identified a potential issue associated with the Commission’s proposed building setbacks. The issue is that while the larger setbacks would not be problematic on typical large lots found in the R-R Zone, it could cause significant hardship to the owners of the smaller lots in the Rural Residential Zone. In several areas of the City such as Sedco, Cottonwood Canyon, and Old Wildomar (around Central Street between Palomar Street and Grand Avenue) there are numerous smaller lots that are zoned Rural Residential. Typical lot layouts for these areas are contained in Attachment G. These lots range in width from 45 feet to 62 feet and ranged in size from 3,600 square feet to 7,800 square feet. While the widths of these smaller lots vary, the majority of lots in these areas are less than 65 feet in width. As a result staff recommended that lots less than 65 feet in width be allowed to use a smaller side yard setback.

Logically, the smaller the lot, the greater the unintended impact of larger rural setbacks. The buildable area created by setbacks is known as the building envelope. As demonstrated in Attachment H and the following examples, the buildable areas with the reduced setbacks result in a similar percentage of the lot being developable. It was the Commission’s opinion that smaller building setbacks for the smaller lots are more equitable.

In the diagrams below building envelopes for a 7,500 square foot lot and a 23,400 square foot lot are illustrated. On the left is a typical lot in the Sedco or Old Wildomar areas. In contrast, the same sized building setbacks on a larger lot will yield a substantially larger (and more useful) building envelope. As shown below, the effect of the large setbacks on smaller lots results creates a situation where the development

potential of the property is substantially reduced. An evaluation of the buildable lot areas is contained in Attachment H.

Typical Sedco and Old Wildomar Residential Lot:



With the reduced setbacks, the buildable area for the 50' X 150' lot increases from 44% of the lot to 59% of the lot. At the March 13, 2010 meeting, the Planning Commission considered the issue of the smaller lots in the Rural Residential Zone. After a lengthy discussion, the Commission recommended a three tier side yard setback system for the Rural Residential Zone. The Commission's recommended side yard setbacks are as follows.

Required Yards	For lots 60 feet or less in width	For lots between 60 feet and 70 feet wide	For lots greater than 70 feet wide
Front	20 Feet	20 Feet	20 Feet
Side	5 Feet	5 Feet and 10 Feet	10 Feet
Rear	20 Feet	20 Feet	20 Feet

The Planning Commission is recommending that the Council consider an amendment to Chapter 17.16 of the Municipal Code to add building setbacks to the Rural Residential (R-R) zone to read as follows:

“D. Minimum yard requirements are as follows:

1. The front yard shall be not less than twenty (20) feet, measured from the existing street line or from any future street line as shown on any specific plan of highways, whichever is nearer the proposed structure.
2. Side yards on interior and through lots shall be not less than ten (10) feet, except where the lot is less than seventy (70) feet in width. On lots less than sixty (60) feet in width, the minimum side yard shall be not less than five (5) feet on each side; for lots between sixty (60) and seventy (70) feet in width, the minimum side yard setbacks shall be not less than five (5) feet on one side and ten (10) feet on the other side; except that corner and reversed corner lots shall be not less than ten (10) feet from the existing street line or from any future street line as shown on any specific plan of highways.
3. The rear yard shall not be less than twenty (20) feet.
4. No structural encroachments shall be permitted in the front, side or rear yard except as provided for in Section 17.172.140.”

**FINDINGS:**

- A. The proposed amendment to the Zoning Ordinance is consistent with the City of Wildomar General Plan.

*The proposed amendments to the Zoning Ordinance are consistent with and do not conflict with the provisions of the General Plan. The proposed changes to the processing and development standards of the Second Unit Permit applications will further the implementation of the General Plan as described in Land Use Policy 22.4 which provides for the development of a variety of housing types, styles and densities that are accessible to and meet the needs of a range of lifestyles, physical abilities, and income levels. The proposed amendment for setbacks in the Rural Residential Zone will further implement Land Use Policy 22.6 which requires that setbacks and other design elements to buffer residential units to the extent possible from the impacts of abutting agricultural, roadway, commercial, and industrial uses. The code amendment will further the implementation of these provisions by requiring a more appropriate quality/character of development for second dwelling units. The proposed modifications to the zoning ordinance are consistent with and further implement the provisions of General Plan, and will not create problems detrimental to the public health, safety and general welfare of the residents of Wildomar.*

**ENVIRONMENTAL ASSESSMENT:**

A review of the potential environmental impacts was conducted for the proposed zoning ordinance amendments. This evaluation indicated no potential for impacts on the environment. As a result, the Planning Department recommends that the Council make a determination that the proposed zoning ordinance amendment has no potential to impact to the environment, and that the proposed ordinance is exempt from CEQA review pursuant to Section 15061(b)(3) which states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed zoning ordinance amendments to do not affect the development potential of property and do not allow for uses or activities that are not otherwise allowed, the proposed amendments have no potential to adversely impact the environment.

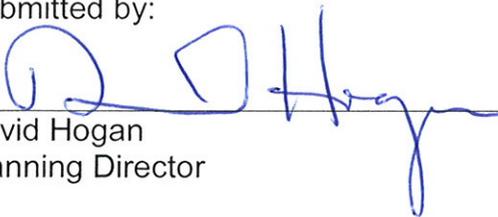
**ALTERNATIVES:**

1. Deny the amendment.
2. Provide further direction to staff.

**ATTACHMENTS:**

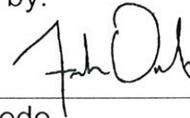
- A. Draft Ordinance
- B. Planning Commission Resolution – 2/3/2010
- C. Minutes from the February 3, 2010 Planning Commission meeting
- D. Planning Commission Resolution – 3/13/2010
- E. Minutes from the March 13, 2010 Planning Commission meeting
- F. Section 17.16.020 with proposed changes
- G. Small Lot Area Sample Plats
- H. Useable Lot Area Comparisons

Submitted by:



David Hogan  
Planning Director

Approved by:



Frank Oviedo  
City Manager

# ATTACHMENT A

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AMENDING CHAPTER 17.16 OF MUNICIPAL CODE OF THE CITY OF WILDOMAR PERTAINING TO BUILDING SETBACKS IN THE RURAL RESIDENTIAL ZONING (ZONING CODE AMENDMENT 10-01)**

The City Council of the City of Wildomar ordains as follows:

**SECTION 1. ENVIRONMENTAL FINDINGS.** The City Council, in light of the whole record before it, including but not limited to, the City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of the Planning Director as provided in the Staff Report dated December 9, 2009 and documents incorporated therein by reference, and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2) within the record or provided at the public hearing of this matter, hereby finds and determines that the proposed ordinance is exempt from CEQA review pursuant to Section 15061(b)(3) which states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**SECTION 2. CONSISTENCY WITH THE GENERAL PLAN.** The proposed amendments to the Zoning Ordinance are consistent with and do not conflict with the provisions of the General Plan.

**SECTION 3. AMENDMENT TO SECTION 17.16.020 OF THE ZONING ORDINANCE.** Subsection 17.16.020.D of the Wildomar Municipal Code is hereby added to read as follows:

"D. Minimum yard requirements for residential uses are as follows:

1. The front yard shall be not less than twenty (20) feet, measured from the existing street line or from any future street line as shown on any specific plan of highways, whichever is nearer the proposed structure.
2. Side yards on interior and through lots shall be not less than ten (10) feet, except where the lot is less than seventy (70) feet in width. On lots less than sixty (60) feet in width, the minimum side yard shall be not less than five (5) feet on each side; for lots between sixty (60) feet and seventy (70) feet in width, the minimum side yard setbacks shall be not less than five (5) feet on one side and ten (10) feet on the other side; except that corner and reversed corner lots shall be not less than ten (10) feet from the existing street line or from any future street line as shown on any specific plan of highways.
3. The rear yard shall not be less than ten (10) feet.

4. No structural encroachments shall be permitted in the front, side or rear yard except as provided for in Section 17.172.140.”

SECTION 4. 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 5. Certification and Publication. The City Clerk shall certify to the adoption of this ordinance and, within 15 days after its adoption, shall cause it to be published in accord with California law.

SECTION 6. Effective Date. This ordinance shall take effect thirty (30) days after its enactment in accordance with California law.

**PASSED, APPROVED, AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Bridgette Moore, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Julie Hayward Biggs  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

# **ATTACHMENT B**

**RESOLUTION NO. PC10-004**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE ENTITLED "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR CALIFORNIA, AMENDING PORTIONS OF ZONING ORDINANCE OF THE CITY OF WILDOMAR PERTAINING TO SECOND UNIT PERMITS AND RURAL RESIDENTIAL ZONING (ZONING CODE AMENDMENT 10-01)"**

WHEREAS, the City of Wildomar incorporated on July 1, 2008; and

WHEREAS, the City Council of the City of Wildomar adopted the County of Riverside General Plan in effect on July 1, 2008; and

WHEREAS, the City Council of the City of Wildomar adopted the existing County of Riverside Zoning Ordinance in effect on July 1, 2008 to implement the General Plan; and

WHEREAS, on January 9, 2010, the City gave public notice by the methods prescribed the Municipal Code announcing the holding of a public hearing at which the project would be considered; and

WHEREAS, the Wildomar Planning Commission conducted a duly noticed public hearing on February 3, 2010 at which it received public testimony concerning the project.

NOW THEREFORE, the Planning Commission of the City of Wildomar does Resolve, Determine, Find and Order as follows:

**SECTION 1. ENVIRONMENTAL FINDINGS.** A review of the potential environmental impacts was conducted for the proposed zoning ordinance amendments. This evaluation indicated no potential for impacts on the environment. As a result, the Planning Department recommends that the Planning Commission make a determination that the proposed zoning ordinance amendment has no potential to impact to the environment, and that the proposed ordinance is exempt from CEQA review pursuant to Section 15061(b)(3) which states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed zoning ordinance amendments to do not affect the development potential of property and do not allow for uses or activities that are not otherwise allowed, the proposed amendments have no potential to adversely impact the environment.

SECTION 2. FINDINGS. The Planning Commission hereby finds that these amendments to the Zoning Ordinance are consistent with, and do not conflict with the provisions of the General Plan. The General Plan Housing Element calls for subsidies and encouragements for the provision of additional housing units, included second dwelling units, to meet the areas housing demand needs. The proposed ordinance would enable and encourage the development of additional second dwelling units in many parts of the community. In addition, the establishment of building setback requirements within the Rural Residential Zone is also consistent with the General Plan. The physical design amendments will further the implementation of Land Use Policy 4.1 which requires that new developments be located and designed to visually enhance, not degrade the character of the surrounding area through consideration of the following concepts: (a) Compliance with the design standards of the appropriate area plan land use category; and ... (l) Mitigate noise, odor, lighting, and other impacts on surrounding properties. The code amendment will further the implementation these provisions by requiring a more appropriate quality/character of second units in their surroundings.

SECTION 3. PLANNING COMMISSION ACTION. The Planning Commission hereby takes the following actions:

A. Recommended Approval of Exemption. The Planning Commission hereby recommends that the City Council make a determination that the project is exempt from environmental review in accordance with the provisions of CEQA Guidelines Section 15061(b)(3).

B. Recommend Approval of Ordinance. The Planning Commission recommends that the City Council approve Zoning Code Amendment 10-01 as attached hereto and incorporated herein by reference as Exhibit A.

**PASSED, APPROVED AND ADOPTED** this 3<sup>rd</sup> day of February 2010.

---

Robert Devine  
Chairman

**APPROVED AS TO FORM:**

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Thomas Jex  
Assistant City Attorney

**ATTEST:**

---

David Hogan  
Planning Commission Secretary

# **ATTACHMENT C**

**EXCERPTS FOR THE MINUTES FOR THE  
FEBRUARY 3, 2010 PLANNING COMMISSION MEETING**  
(References to Second Units have been struckthrough.)

4.2 ZONING CODE AMENDMENT 10-01 – REVISIONS TO THE SECOND UNIT AND RURAL RESIDENTIAL ORDINANCES.

Planner del Solar made the Staff report.

Commissioner Dykstra recalled discussion about a smaller maximum second unit size for properties under an acre.

Planner del Solar indicated that while although the Commission did previously discuss the smaller unit size, however no consensus was reached. He suggested that if the Commission was in agreement, a smaller unit size could be included in a motion to approve the recommendation.

~~Commissioner Dykstra asked why parcels 3 acres or larger could have the second unit located in front of the primary unit.~~

~~Director Hogan explained that parcels 3 acres or larger were generally only located in the rural and mountainous areas of the city. He went on to explain that allowing second units to be placed in front of the main unit on these parcels would allow greater flexibility for geographically complicated properties to develop second units while not allowing this arrangement from occurring in the more urbanized areas of the city. After explaining the rationale, he indicated that the Commission may choose to either accept or reject the 3 acre provision in their recommendation to the City Council.~~

Commissioner Dykstra explained that he did not feel that 5 feet was a large enough setback for the side, noting several examples of homes built close together. He suggested that the Commission consider a 20 foot front, 10 foot side and 20 foot rear setback for the Rural Residential zone.

Director Hogan explained that the Rural Residential zone did not have setbacks and that Staff had proposed the 20 foot front, 5 foot side and 10 foot rear setbacks as a starting point for the Commission to begin their discussion.

Vice-Chairman Nowak clarified that the new setbacks would apply to all Rural Residentially zoned properties and not just second units.

Director Hogan replied in the affirmative.

Commissioner Andre recalled that there might be an existing 10 foot side setback in the Rural Residential zone.

Director Hogan responded that the Rural Residential zone currently does not have setbacks established. He went on to explain that because the second unit ordinance

would rely on the setbacks established in each zoning designation, the Rural Residential zone needed to have setbacks established.

Commissioner Dykstra stated that he liked the idea of larger setbacks and expressed an interest in increasing the size of the R-1 setbacks.

~~Commissioner Andre discussed issues created by increased density in Orange County. He went on to express concerns that residents living in second units may not like the rural character of the community and suggested that prospective tenants be warned of the impacts before moving into such a unit.~~

~~Planner del Solar noted that the new second unit ordinance would require property owners to record a restrictive covenant which would require the property owner to maintain primary residence at the property. He went on to explain that this would keep property owners onsite and prevent both units on the property from being rented which should prevent the misunderstanding of rural activities which may take place on the property or surrounding area.~~

~~Commissioner Andre explained that it may not be enough and discussed a personal situation where residents in a neighbor's second unit complained about the horses he kept on his property. He went on to explain that he wanted to keep the Ranch Community at a density of 1 unit per acre and expressed concern that allowing second units would be counterintuitive to the Ranch Community. Mr. Andre also explained that he felt the half-acre minimum lot size should be 21,780 square feet and not 20,000 square feet.~~

~~Director Hogan suggested that if it was the Commission's prerogative, the restrictive covenant could be expanded to include a statement about the rural character of the community. He concluded by suggesting that the Commission could include the larger minimum lot size of 21,780 square feet and/or a smaller maximum/minimum unit size in their motion.~~

Vice-Chairman Nowak opened the public hearing.

There was no public comment.

Vice-Chairman Nowak closed the public hearing.

~~Commissioner Andre expressed his desire to see the minimum lot size at 21,780 square feet and the minimum/maximum unit size at 500 to 1,000 square feet. He then asked about parking arrangements for second units.~~

~~Director Hogan explained that parking and access are all elements examined in the approval process, adding that if the applicant cannot provide parking and/or access, the second unit request would be denied.~~

~~Commissioner Andre then asked about additions to mobile homes.~~

~~Director Hogan explained that if a property met the development standards for a second unit they would be eligible, however the Building and Safety Department would ultimately determine the feasibility of an addition to a mobile home.~~

~~Commissioner Andres then discussed older, unsafe mobile homes which did not meet current building code requirements.~~

~~Vice-Chairman Nowak asked if the second units could be required to be stick built.~~

~~Director Hogan explained that mobile homes could not be prohibited. He added that while although they could not be prohibited, the design of the mobile home and foundation system could be regulated.~~

~~Vice-Chairman Nowak explained that he felt favorable to the 20,000 square foot minimum lot size but agreed that the minimum/maximum unit sizes for attached units should be reduced to 500 to 1,000 square feet.~~

~~Director Hogan asked the motion maker to provide clarity on the issue of the minimum/maximum unit size and lot size.~~

MOTION: Commissioner Dykstra motioned to recommend approval of Zoning Code Amendment 10-01 to the City Council with the following conditions: ~~the second unit sizes for 20,000 square foot to 0.99 acre lots shall be 500 to 1,000 square feet. Second, he added that second units shall also be allowed in front of the main units on parcels 2 acres or larger. Third and finally, the rural residential setbacks shall be 10 feet in the side and 20 feet in the rear. The motion was seconded by Commission Kazmier. Motion carried, the following vote resulted:~~

AYES:	Nowak, Dykstra, Kazmier
NOES:	Andre
ABSENT:	Devine
ABSTAIN:	None.

# **ATTACHMENT D**

## RESOLUTION NO. PC10-007

### **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR RECOMMENDING THAT THE CITY COUNCIL ALSO CONSIDER REDUCED SIDE YARD SETBACKS FOR NARROWER LOTS WITHIN RURAL RESIDENTIAL ZONE**

WHEREAS, the City of Wildomar incorporated on July 1, 2008; and

WHEREAS, the City Council of the City of Wildomar adopted the existing County of Riverside Zoning Ordinance in effect on July 1, 2008 to implement the General Plan; and

WHEREAS, the Rural Residential Zone contained in the County of Riverside Zoning Ordinance lacked building setback standards; and

WHEREAS, the lack of building setback standards in the Rural Residential Zone has the potential to result in overcrowded and unsafe conditions; and

WHEREAS, on March 8, 2010 the City gave public notice by the methods prescribed the Municipal Code announcing the holding of a public hearing at which the project would be considered; and

WHEREAS, the Wildomar Planning Commission conducted a duly noticed public hearing on March 17, 2010 at which it received public testimony concerning the project.

NOW THEREFORE, the Planning Commission of the City of Wildomar does Resolve, Determine, Find and Order as follows:

SECTION 1. ENVIRONMENTAL FINDINGS. A review of the potential environmental impacts was conducted for the proposed zoning ordinance amendments. This evaluation indicated no potential for impacts on the environment. As a result, the Planning Department recommends that the Planning Commission make a determination that the proposed zoning ordinance amendment has no potential to impact to the environment, and that the proposed ordinance is exempt from California Environmental Quality Act (CEQA) review pursuant to Section 15061(b)(3) which states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The additional proposed zoning ordinance amendments to do not affect the development potential of property and do not allow for uses or activities that are not otherwise allowed, the proposed amendments have no potential to adversely impact the environment.

SECTION 2. GENERAL PLAN FINDINGS. The Planning Commission hereby finds that these amendments to the Zoning Ordinance are consistent with, and do not conflict with the provisions of the General Plan. The proposed amendments are establishing minimum required yard standards to ensure that the physical design of development in

rural residential area will further the implementation of Land Use Policy 4.1 which requires that new developments be located and designed to visually enhance, not degrade the character of the surrounding area through consideration of the following concepts: (a) Compliance with the design standards of the appropriate area plan land use category; and ... (l) Mitigate noise, odor, lighting, and other impacts on surrounding properties. The code amendment will further the implementation these provisions by requiring a more appropriate quality/character of development. .

**SECTION 3. PLANNING COMMISSION ACTION.** The Planning Commission hereby takes the following actions:

A. Further Recommendation. The Planning Commission hereby recommends that the City Council consider the addition of the following supplemental text to the previous recommendations for Subsection 17.16.020.D to have Subsection D.2 to read as follows: "Side yards on interior and through lots shall be not less than ten (10) feet, except where the lot is less than seventy (70) feet in width. On lots less than sixty-five (60) feet in width, the minimum side yard shall be not less than five (5) feet on each side; for lots between 60 and 70 feet in width, the minimum side yard setbacks shall be not less than five (5) feet on one side and ten (10) feet on the other side; except that corner and reversed corner lots shall be not less than ten (10) feet from the existing street line or from any future street line as shown on any specific plan of highways"

**PASSED, APPROVED AND ADOPTED** this 17<sup>th</sup> day of March 2010.

---

Robert Devine  
Chairman

**APPROVED AS TO FORM:**

---

Erica Ball  
Assistant City Attorney

**ATTEST:**

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David Hogan  
Planning Commission Secretary

# **ATTACHMENT E**

*DRAFT MINUTES – PENDING PLANNING COMMISSION APPROVAL*

5.2 ZONING CODE AMENDMENT 10-01: Reduce side yard setbacks for small lots within the rural residential zone.

Director Hogan made the Staff report.

Vice-Chairman Nowak asked if the new setbacks would be for new construction.

Director Hogan explained that the new setbacks would be applied to new construction and that the setbacks would not be applied to existing structures.

Commissioner Andre asked for clarification of the current zoning map.

Vice-Chairman Nowak suggested that the setbacks not necessary be reduced to five feet but adjust the useable side where the access point for the gate/access for utilities to seven foot setback and other side have a five foot setback.

Director Hogan responded that other jurisdictions have total setback of 12 or 15 feet with a minimum setback of a certain size.

Vice-Chairman Nowak stated that he would rather see a total setback than setback minimums.

Director Hogan responded that if the minimum setback was set at five feet then five feet would be the minimum setback. An exception or variance would be required for unusual lots that cannot meet the minimum setbacks.

Vice-Chairman Nowak again stated his preference for cumulative setbacks/side yard width between properties.

Chairman Devine stated that the adjacent property would need to have the appropriate setbacks.

Vice-Chairman Nowak stated that the setbacks of the adjacent property would be reviewed by a lot layout.

Chairman Devine discussed the potential scenarios of incorporating the total setback strategy and whether it would work everywhere.

Commissioner Dykstra commented that setbacks will affect primarily manufactured housing. He proposed that anything up to sixty feet in width have a five foot side yard setback, sixty to seventy foot wide lot have a five foot side yard setback on one side and ten foot side yard setback on the other side, and lots with more than seventy feet in width have the ten foot side yard set back as originally proposed.

Commissioner Dykstra concluded that Cottonwood Canyon is close to a high fire zone and his concern for having homes too close together especially manufactured homes.

*DRAFT MINUTES – PENDING PLANNING COMMISSION APPROVAL*

Commissioner Andre proposed zero lot lines for small lots and building two units together on small lots.

Director Hogan responded that in new tracts that zero lot lines work but may not work in the City. He clarified that if two small lots with a development across property lines were proposed a lot merger would be required.

Supervising Engineer Crawford commented that under the zone are there is a minimum lot size and if these lots are below the minimum lot size then a parcel merger is required to make the lot as big as possible.

Director Hogan responded that in the future when staff redoes the zoning code that staff will look at flexibility in the code to allow for such provisions such as zero lot lines.

Commissioner Andre confirmed that Cottonwood Canyon is close to a high fire area and low density development was encouraged.

Chairman Devine stated that one speaker slip was received. The speaker declined to comment.

Chairman Devine asked if the rest of the Planning Commission agreed with the setbacks as proposed by Commissioner Dykstra.

Director Hogan commented that staff would support the setback recommendation proposed by Commissioner Dykstra.

Commissioner Andre and Commissioner Nowak discussed the application of the new setbacks for half acre parcels.

Chairman Devine requested a motion to include the amendment to the proposed setback as presented by staff.

MOTION: Commissioner Dykstra motioned that lots up to sixty feet have a five foot side yard setback, sixty to seventy feet have a five foot side yard setback on one side and ten foot on the other side, and lots with more than seventy feet have a ten foot side yard setback. The motion was seconded by Commissioner Nowak. Motion carried, the following vote resulted:

AYES: Devine, Nowak, Dykstra, Andre, Kazmier.  
NOES:  
ABSENT:  
ABSTAIN:

# **ATTACHMENT F**

## SECTION 17.16.020 WITH PROPOSED CHANGES

### 17.16.020 Development standards.

Where a structure is erected or a use is made in the R-R zone that is first specifically permitted in another zone classification, such structure or use shall meet the development standards and regulations of the zone in which such structure or use is first specifically permitted, unless such requirements are hereafter modified.

- A. One family residences shall not exceed forty (40) feet in height. No other building or structure shall exceed fifty (50) feet in height, unless a greater height is approved pursuant to Section 17.172.230. In no event, however, shall a building exceed seventy-five (75) feet in height or any other structure exceed one hundred five (105) feet in height, unless a variance is approved pursuant to Chapter 17.196.
- B. Lot Area. One-half acre, with a minimum average width of eighty (80) feet, including the area to the center of adjacent streets, shall be the minimum size of any lot except as follows: Public utilities, twenty thousand (20,000) square feet with a minimum average lot width and depth of one hundred (100) feet.
- C. Automobile storage space shall be provided as required by Chapter 17.188.
- D. **Minimum yard requirements are as follows:**
  - 1. **The front yard shall be not less than twenty (20) feet, measured from the existing street line or from any future street line as shown on any specific plan of highways, whichever is nearer the proposed structure.**
  - 2. **Side yards on interior and through lots shall be not less than ten (10) feet, except where the lot is less than seventy (70) feet in width. On lots less than sixty-five (60) feet in width, the minimum side yard shall be not less than five (5) feet on each side; for lots between sixty (60) and seventy (70) feet in width, the minimum side yard setbacks shall be not less than five (5) feet on one side and ten (10) feet on the other side; except that corner and reversed corner lots shall be not less than ten (10) feet from the existing street line or from any future street line as shown on any specific plan of highways.**
  - 3. **The rear yard shall not be less than ten (20) feet.**
  - 4. **No structural encroachments shall be permitted in the front, side or rear yard except as provided for in Section 17.172.140.**

# **ATTACHMENT G**



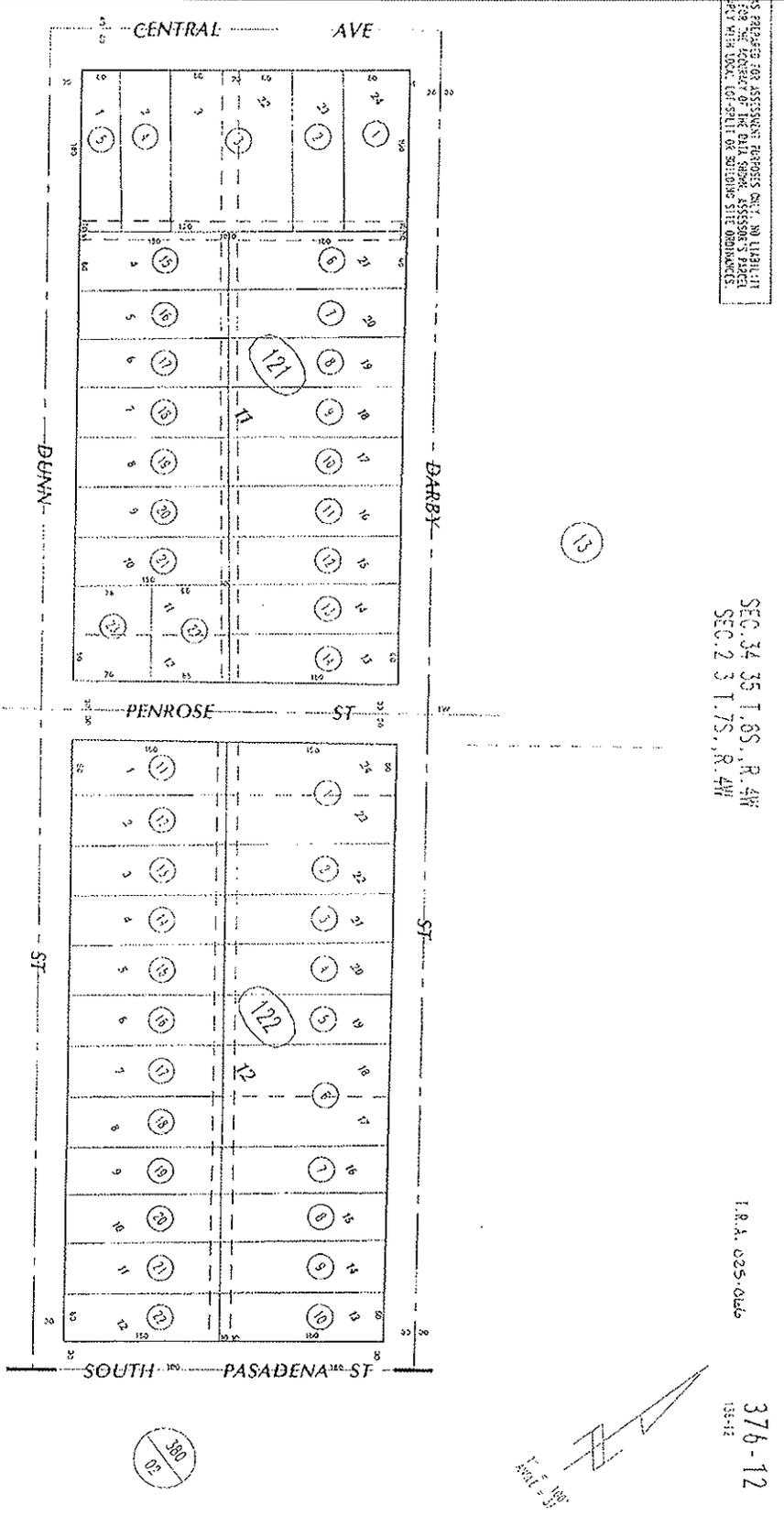
# ATTACHMENT G-2 OLD WILDOMAR

AS PREPARED FOR ASSIGNMENT PURPOSES ON 7/20/11 BY THE COUNTY OF THE PAID SPECIAL ASSESSOR'S OFFICE FOR THE LOCAL GOVERNMENT OF THE COUNTY OF SAN DIEGO.

SEC. 34 35 T. 8S. R. 4W  
 SEC. 2 3 T. 7S. R. 4W

I.R.A. 025-046

376-12  
 155-12



# ATTACHMENT G-3 COTTONWOOD CANYON

361-11

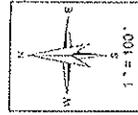
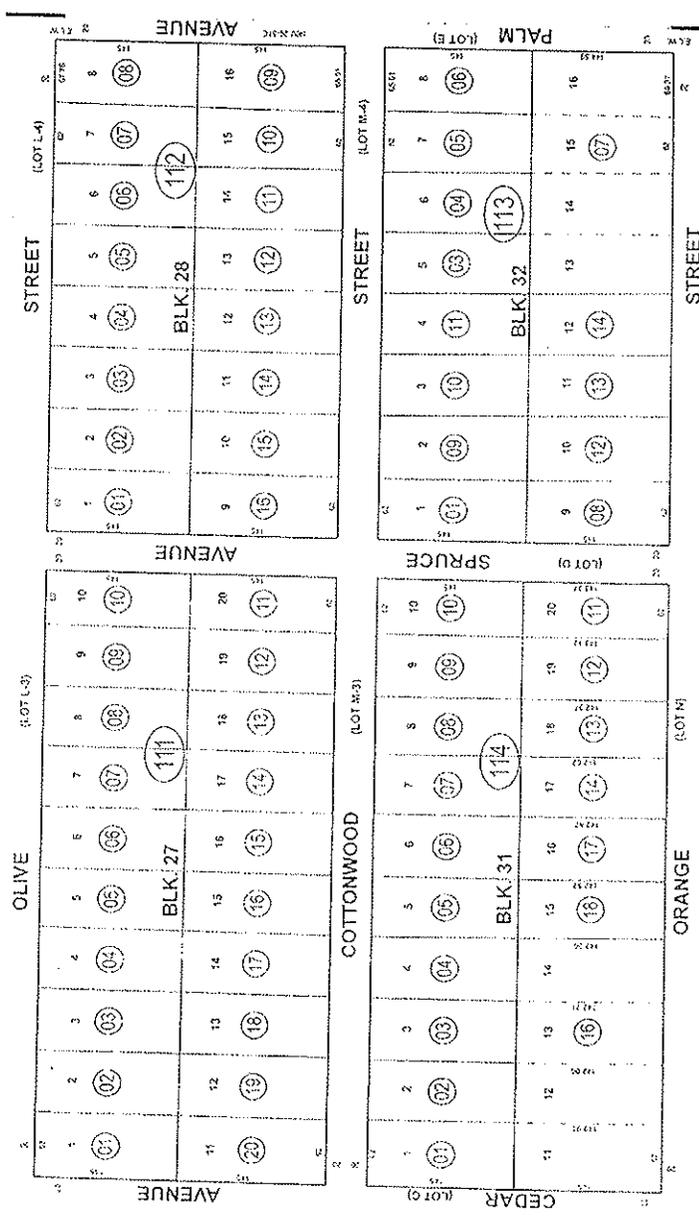
19-13

TRA. 025-001

PCR NW 1/4 SEC 18 T 6S R 3W

CITY OF WOODBURY

THIS PLAN AND THE WORKS THEREON ARE THE PROPERTY OF THE CITY OF WOODBURY. NO LIABILITY SHALL BE ASSUMED BY THE CITY OF WOODBURY FOR ANY DAMAGE TO PERSONS OR PROPERTY, OR FOR ANY LOSS OF PROFITS OR BUSINESS, ARISING FROM THE USE OF THIS PLAN OR THE WORKS THEREON.



**Legend**

- Lot Line
- Property Line
- Easement
- Other Easement
- Easement
- Easement
- Easement
- Easement

Map Reference  
 11/15/09  
 21/09/09 - 10/3 - 11/1

Map Reference  
 11/15/09  
 21/09/09 - 10/3 - 11/1

Page 1	Page 2
Page 3	Page 4
Page 5	Page 6



SEC 18 NW 1/4 SEC 18 T 6S R 3W  
 Woodbury County, Iowa

November 2009

# **ATTACHMENT H**

### Useable Lot Area Comparisons

<b>Buildable Envelope Sizes with Various Setbacks</b>					
	<b>Typical Lot Area</b>	<b>Original Proposed Setbacks</b>		<b>Subsequently Recommended Setbacks</b>	
		<b>Buildable Area</b>	<b>Percent Buildable</b>	<b>Buildable Area</b>	<b>Percent Buildable</b>
<b>Sedco</b>	6,500 sq. ft. (50' x 130')	2,700 sq. ft.	42%	3,600 sq. ft.	51%
<b>Old Wildomar</b>	7,500 sq. ft. (50' x 150')	3,300 sq. ft.	44%	4,400 sq. ft.	59%
<b>Cottonwood Canyon</b>	8,990 sq. ft. (62' x 145')	4,410 sq. ft.	49%	5,250 sq. ft.	58%
<b>Typical Large Lot</b>	23,400 sq. ft. (130' x 180')	15,400 sq. ft.	65%	15,400 sq. ft.	65%

<b>Setback Location</b>	<b>Initial Commission Recommendation</b>	<b>Revised Recommended Setbacks</b>		
		<b>Typical Lots</b>	<b>Smaller Lots ≤60 Feet</b>	<b>Smaller Lots 60 to 70 Feet</b>
<b>Front</b>	20 Feet	20 Feet	20 Feet	20 Feet
<b>Interior Side</b>	10 Feet	10 Feet	5 Feet	5 Feet & 10 Feet
<b>Rear</b>	20 Feet	20 Feet	20 Feet	20 Feet

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #2.2**  
**PUBLIC HEARING**  
**Meeting Date: April 14, 2010**

---

**TO:** Mayor and Council Members  
**FROM:** David Hogan, Planning Director  
**SUBJECT:** Zoning Ordinance Amendment 10-01 - Second Dwelling Units

**STAFF REPORT**

**RECOMMENDATION:**

The Planning Commission recommends that the City Council introduce an Ordinance entitled:

ORDINANCE NO.  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AMENDING CHAPTER 17.204 OF MUNICIPAL CODE OF THE  
CITY OF WILDOMAR PERTAINING TO SECOND UNIT PERMITS (ZONING  
CODE AMENDMENT 10-01)

**BACKGROUND:**

As the City has developed, staff has identified a number of potential issues in the Zoning Code which need to be addressed. Beginning last summer, staff began bringing zoning code amendments to the City Council and Planning Commission to address a variety of potential conflicts and to begin to focus the zoning ordinance to more accurately reflect local values. Concerns with the requirements for second dwelling units were highlighted when two applications for second units were submitted and the realization that the provisions appeared to be inconsistent with the requirements of State Law. The current second unit requirements contained in Chapter 17.204 are contained in Attachment F.

As a result, staff has been working with the Planning Commission in 2009 to create an amendment to the second unit ordinance. After lengthy study, at the December 2, 2009 meeting, the Planning Commission provided specific guidance to the Planning Department on the structure and approach to second dwelling units. Specifically, the Planning Commission directed the following:

1. Update the regulations to be consistent with State Law.
2. Provide similar regulations to the recently amended County zoning code.
3. Add definitions of the various types of second units.

4. Provide an allowance for attached second units” on parcels larger than a half acre, but smaller than one acre.

The proposed Ordinance being considered by the City Council was considered by the Planning Commission at their February 3, 2010 meeting. When the subject of second dwelling units was considered by the Planning Commission, the proposal also included building setbacks for the Rural Residential Zone. For the purposes of clarity the adoption of building setbacks in the Rural Residential Zone are contained in a separate agenda report. The Planning Commission staff report on second dwelling units from December 2009 (dated November 2009 because the item was continued) is contained in Attachment E.

**DISCUSSION:**

Second dwelling units are defined as residential dwelling unit which provides complete independent living facilities for one or more persons and include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the existing single-family dwelling unit. State Law requires that second units be approved at a staff level without public hearing. State Law has also been written to make it very difficult for local governments to completely prohibit second dwelling units. A memorandum from the city attorney explaining the issues relating to second units is contained in Attachment D.

Based upon the direction provided by the Planning Commission, staff has created a zoning code amendment to more appropriately allow second dwelling units within the City. Below is a table comparing the differences and similarities between the existing and proposed ordinances.

<b>Topic</b>	<b>Current City Ordinance</b>	<b>Proposed Ordinance</b>
Minimum Lot Size	14,400 square feet in the R-1 zone	For lots between 20,000 square feet and 0.99 acres: an attached second unit only.
	1 acre in the R-R zone.	For lots 1 acre and larger, either a detached or attached second unit.
Size of Second Unit (minimum to maximum)	For R-1 lots $\geq$ 14,400 square feet: 750 sq. ft. to 1,200 sq. ft.  For lots between 1 and 1.99 acres: 750 sq. ft. to 1,500 sq. ft.  For lots 2 acres and larger: 750 sq. ft. to 1,800 sq. ft.	For lots $\geq$ 20,000 square feet: 500 sq. ft. to 1,000 sq. ft.  For lots between 1 and 1.99 acres: 750 sq. ft. to 1,500 sq. ft.  For lots larger than 2 acres: 750 sq. ft. to 1,800 sq. ft.
Location of Second Unit	Must be located behind main unit.	Must be behind main unit, except in certain circumstances for lots larger than two acres in mountainous areas.

<b>Topic</b>	<b>Current City Ordinance</b>	<b>Proposed Ordinance</b>
Parking	One space.	One parking space per bedroom.
Upgrading (reclassifying the original unit as second unit when larger home is built on the property)	Prohibited.	Allowed if the original unit meets the standards for the second dwelling unit.
Senior Hardship Units	Created special provisions to allow second units to be constructed on smaller properties, if the unit was for a senior citizen.	Not allowed.
Home Occupation Businesses	Prohibited.	Allowed in second units on parcels two acres or larger.
Approval Process	Noticed Director Hearing (a public hearing before the Planning Director).	Ministerial (staff approval).

In the context of the proposed ordinance, second units are counted for residential density purposes. If the City Council would like to allow more second units (which may make it easier for the City to meet its share of the region's affordable housing) then the Council should consider exempting second units from the General Plan residential density provisions. The initial phase of the next Housing Element update cycle, the development and allocation of the region's, and City's, new affordable housing units (i.e. the Regional Housing Need Assessment or "RHNA") which is expected to begin in 2012.

The provisions of the Government Code allows the City Council to either include or exclude second dwelling units from general plan density calculations. Specifically, Government Code Section 65852.2(a)(1)(C ) states that a City's second unit ordinance may: *"Provide that second units do not exceed the allowable density for the lot upon which the second unit is located, and that second units are a residential use that is consistent with the existing general plan and zoning designation for the lot."* While Government Code Section 65852.2(b)(5) states that: *"A second unit which conforms to the requirements of this subdivision shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use which is consistent with the existing general plan and zoning designations for the lot. The second units shall not be considered in the application of any local ordinance, policy, or program to limit residential growth."* While the proposed ordinance does not specifically include or exclude second units from the General Plan residential density calculations, staff is requesting that the City Council provide specific direction on this subject to ensure that the proposed ordinance accurately reflects the City Council's policy decision.

## **PLANNING COMMISSION:**

On August 5, 2009 staff brought a number of zoning code amendments to the Planning Commission for a decision. At that meeting, the Commission discussed amending the City's regulations pertaining to second units and decided to refer the issue back to Staff for additional study. Consequently at the December 2, 2009, Planning Commission meeting, staff brought back additional information on second units as a discussion item to craft an ordinance the Commission could recommend to the Council for adoption.

At February 3, 2010 meeting, staff brought the second unit ordinance to the Commission for consideration at a Public Hearing. No members of the public addressed the Commission on this matter. At that meeting the Commission again discussed the item and made several recommendations which have been incorporated in the ordinance discussed report. The primary changes included the following:

- Reducing the permitted size of an attached second dwelling unit on a smaller lot.
- Allowing attached second dwelling units on lots between 20,000 square feet and 0.99 acres (though one Commissioner felt that a full half acre, 21,780 square feet, should be the minimum lot size).
- Allowing home occupations in second units only on larger lots.
- Allowing the original unit to become a future second unit if the original unit meets all of the requirements for a second unit.

The Planning Commission recommends that the City Council adopt the ordinance contained in Attachment A. A copy of the Planning Commission resolution and minutes are contained in Attachments B and C, respectively.

## **FINDINGS:**

- A. The proposed amendment to the Zoning Ordinance is consistent with the City of Wildomar General Plan.

*The proposed amendments to the Zoning Ordinance are consistent with and do not conflict with the provisions of the General Plan. The proposed changes to the processing and development standards of the Second Unit Permit applications will further the implementation of the General Plan as described in Land Use Policy 22.4 which provides for the development of a variety of housing types, styles and densities that are accessible to and meet the needs of a range of lifestyles, physical abilities, and income levels. The proposed amendment for setbacks in the Rural Residential Zone will further implement Land Use Policy 22.6 which requires that setbacks and other design elements to buffer residential units to the extent possible from the impacts of abutting agricultural, roadway, commercial, and industrial uses. The code amendment will further the implementation of these provisions by requiring a more appropriate quality/character of development for second dwelling units. The proposed modifications to the zoning ordinance are consistent with and further implement*

*the provisions of General Plan, and will not create problems detrimental to the public health, safety and general welfare of the residents of Wildomar.*

**ENVIRONMENTAL ASSESSMENT:**

A review of the potential environmental impacts was conducted for the proposed zoning ordinance amendments. This evaluation indicated no potential for impacts on the environment. As a result, the Planning Department recommends that the Council make a determination that the proposed zoning ordinance amendment has no potential to impact to the environment, and that the proposed ordinance is exempt from CEQA review pursuant to Section 15061(b)(3) which states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed zoning ordinance amendments to do not affect the development potential of property and do not allow for uses or activities that are not otherwise allowed, the proposed amendments have no potential to adversely impact the environment.

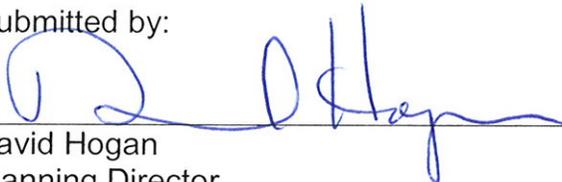
**ALTERNATIVES:**

1. Deny the zoning code amendment.
2. Provide further direction to staff.
3. Provide direction and return the matter to Planning Commission for further study.

**ATTACHMENTS:**

- A. Draft Ordinance
- B. Planning Commission Resolution
- C. Minutes from the February 3, 2010 Planning Commission meeting
- D. Memo from Assistant City Attorney Tom Jex
- E. Planning Commission Staff Report – November 4, 2009 (which is identical to the December 2, 2009 staff report)
- F. Current Ordinance requirements (Chapter 17.204)

Submitted by:



David Hogan  
Planning Director

Approved by:



Frank Oviedo  
City Manager

# ATTACHMENT A

## ORDINANCE NO.

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 17.204 OF MUNICIPAL CODE OF THE CITY OF WILDOMAR PERTAINING TO SECOND UNIT PERMITS (ZONING CODE AMENDMENT 10-01)

The City Council of the City of Wildomar ordains as follows:

SECTION 1. ENVIRONMENTAL FINDINGS. The City Council, in light of the whole record before it, including but not limited to, the City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of the Planning Director as provided in the Staff Report dated April 14, 2010 and documents incorporated therein by reference, and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2) within the record or provided at the public hearing of this matter, hereby finds and determines that the proposed ordinance is exempt from CEQA review pursuant to Section 15061(b)(3) which states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 2. CONSISTENCY WITH THE GENERAL PLAN. The proposed amendments to the Zoning Ordinance are consistent with and do not conflict with the provisions of the General Plan.

SECTION 3. AMENDMENTS TO CHAPTER 17.204 OF THE ZONING ORDINANCE. Chapter 17.204 of the Wildomar Municipal Code is hereby restated and amended in its entirety to read as follows:

#### **"Chapter 17.204 SECOND UNIT PERMITS**

##### **Sections:**

- 17.204.010 Applicability.
- 17.204.020 Definitions.
- 17.204.030 Application.
- 17.204.040 Application Process
- 17.204.050 Standard second unit permits.
- 17.204.060 Prohibited areas.
- 17.204.070 Revocation of permit.

##### **17.204.010 Applicability.**

Whenever a request is made for a second unit permit, the following provisions shall take effect. No second unit shall be constructed, placed, or used without a permit issued pursuant to this chapter.

**17.204.020 Definitions.**

- A. "Second Unit" means a residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling unit.
- B. "Attached Second Unit" means an attached second unit shares both a common wall and roof with the main residence.
- C. "Detached Second Unit" a detached second unit is not connected to the main residence with any structure or appurtenance.

**17.204.030 Application.**

Every application for a second unit permit shall be made in writing to the planning director on the forms provided by the planning department, and shall be accompanied by the filing fee. Applications shall include the following information:

- A. Name and address of the applicant, and evidence that the applicant resides at and is the owner of the premises involved;
- B. Assessor's parcel number of premises involved;
- C. A plot, elevations and development plan drawn in sufficient detail to clearly describe the following information.
  - 1. Physical dimensions of property.
  - 2. Location and dimensions of all existing and proposed structures.
  - 3. Location and dimensions of all easements, septic tanks, leach lines, existing seepage pits, drainage structures and utilities (both proposed and existing).
  - 4. Location, dimensions and names of all clear adjacent roads, whether public or private, showing the location of the street centerline and all existing improvements such as sidewalks, curbs, gutters and curb cuts.
  - 5. Setbacks.
  - 6. Methods of circulation, including ingress and egress, access, yards, drives, parking areas, landscaping, walls or fences.
  - 7. Topography of the property.
  - 8. Height and architectural features of the proposed second unit.

- D. Panoramic photographs showing all sides of the on-site property and adjacent off-site properties;
- E. A description of walls, landscaping, architectural treatments and other methods which will be used to ensure that the second unit will be compatible with the neighborhood;
- F. Such additional information as shall be required by the application form;
- G. A clearance letter from the county health department.

**17.204.040 Application Process**

An application for a second unit shall be made to the planning director in accordance with the provisions of Chapter 17.216. The planning director shall conditionally approve or deny the application without discretionary review or a hearing. Notice of the decision shall be mailed to the applicant. The decision of the planning director is final.

**17.204.050 Development Standards**

- A. Standards for Approval. No second unit permit shall be approved unless it complies with the following standards.
  - 1. The lot is zoned for a single family dwelling as a permitted use; provided, however, that the lot must be twenty thousand (20,000) square feet or greater in area and may not be part of the R-T zone.
  - 2. The lot must contain one, and only one existing one-family dwelling unit, and the owner must occupy one unit on the property.
  - 3. The proposed second unit shall comply with the following, lot and unit size standards:

Lot Size	Development Standards
Less than 20,000 sq. ft.	Second units prohibited.
20,000 sq. ft. to 0.99 acres	Attached Second Units Allowed, but Detached Second Units Prohibited. Minimum Unit Size: 500 sq. ft. Maximum Unit Size: 1,000 sq. ft
1 acre to 1.99 acres	Attached and Detached Second Units Allowed. Minimum Unit Size: 750 sq. ft. Maximum Unit Size: 1,500 sq. ft
2 acres and larger	Attached and Detached Second Units Allowed. Minimum Unit Size: 750 sq. ft. Maximum Unit Size: 1,800 sq. ft

4. Off-street parking spaces shall be required for the second unit in addition to any off-street parking requirements for the existing dwelling unit. A minimum of one parking space shall be provided for a second unit. If a second unit contains more than one bedroom, an additional parking space shall be provided for each additional bedroom.
5. The second unit shall be used as a dwelling unit only, and no businesses may be conducted from or in the second unit, except for home occupation businesses conducted from occupied second units on lots larger than two (2) acres.
6. Second units shall be located at the rear or in the side portions of the lot and shall not be located in the front yard of an existing dwelling unit, except for lots two (2) acres and larger. On lots two (2) acres and larger in areas with substantial topographic relief, second units may be located in front of the existing dwelling unit if no feasible alternative is available.
7. Written confirmation from the sewer district having jurisdiction of the availability of sewer service for the second unit or written approval from the County Health Department for use on an existing or new septic system shall be required.
8. Written confirmation from the water district having jurisdiction of the availability of water service for the second unit or written approval from the County Health Department for use of an existing or new well shall be required.
9. Any second unit placed more than one hundred fifty (150) feet from a public right-of-way shall be required to provide all-weather access for emergency vehicles.

B. Conditions. Any second unit permit granted shall be subject to such conditions as are necessary to protect the health, safety and general welfare of the public. In addition, a permit shall be subject to the following conditions:

1. The second unit shall be used for family members or rental purposes only and may not be sold as a separate unit unless the lot is subdivided pursuant to all applicable laws and local ordinances.
2. An owner of the lot shall occupy the primary dwelling unit and shall record a restrictive covenant prior to the issuance of Building Permits for the construction of the second unit.
3. The life of the permit shall be unlimited provided the second unit is being used in compliance with the provisions of this chapter, as well as any conditions of approval imposed in connection with the permit, and that all construction permits and inspections which may be required pursuant to the provisions of Ordinance No. 457 have been obtained.

**17.204.060 Revocation of Permit.**

Any second unit permit granted may be revoked at any time upon the findings and procedure contained in Chapter 17.220; provided, however, that any appeal shall be heard by the planning commission.”

SECTION 4. 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 5. Certification and Publication. The City Clerk shall certify to the adoption of this ordinance and, within 15 days after its adoption, shall cause it to be published in accord with California law.

SECTION 6. Effective Date. This ordinance shall take effect thirty (30) days after its enactment in accordance with California law.

**PASSED, APPROVED, AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Bridgette Moore, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Julie Hayward Biggs  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

# ATTACHMENT B

**RESOLUTION NO. PC10-004**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE ENTITLED “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR CALIFORNIA, AMENDING PORTIONS OF ZONING ORDINANCE OF THE CITY OF WILDOMAR PERTAINING TO SECOND UNIT PERMITS AND RURAL RESIDENTIAL ZONING (ZONING CODE AMENDMENT 10-01)”**

WHEREAS, the City of Wildomar incorporated on July 1, 2008; and

WHEREAS, the City Council of the City of Wildomar adopted the County of Riverside General Plan in effect on July 1, 2008; and

WHEREAS, the City Council of the City of Wildomar adopted the existing County of Riverside Zoning Ordinance in effect on July 1, 2008 to implement the General Plan; and

WHEREAS, on January 9, 2010, the City gave public notice by the methods prescribed the Municipal Code announcing the holding of a public hearing at which the project would be considered; and

WHEREAS, the Wildomar Planning Commission conducted a duly noticed public hearing on February 3, 2010 at which it received public testimony concerning the project.

NOW THEREFORE, the Planning Commission of the City of Wildomar does Resolve, Determine, Find and Order as follows:

SECTION 1. ENVIRONMENTAL FINDINGS. A review of the potential environmental impacts was conducted for the proposed zoning ordinance amendments. This evaluation indicated no potential for impacts on the environment. As a result, the Planning Department recommends that the Planning Commission make a determination that the proposed zoning ordinance amendment has no potential to impact to the environment, and that the proposed ordinance is exempt from CEQA review pursuant to Section 15061(b)(3) which states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed zoning ordinance amendments to do not affect the development potential of property and do not allow for uses or activities that are not otherwise allowed, the proposed amendments have no potential to adversely impact the environment.

SECTION 2. FINDINGS. The Planning Commission hereby finds that these amendments to the Zoning Ordinance are consistent with, and do not conflict with the

provisions of the General Plan. The General Plan Housing Element calls for subsidies and encouragements for the provision of additional housing units, included second dwelling units, to meet the areas housing demand needs. The proposed ordinance would enable and encourage the development of additional second dwelling units in many parts of the community. In addition, the establishment of building setback requirements within the Rural Residential Zone is also consistent with the General Plan. The physical design amendments will further the implementation of Land Use Policy 4.1 which requires that new developments be located and designed to visually enhance, not degrade the character of the surrounding area through consideration of the following concepts: (a) Compliance with the design standards of the appropriate area plan land use category; and ... (l) Mitigate noise, odor, lighting, and other impacts on surrounding properties. The code amendment will further the implementation these provisions by requiring a more appropriate quality/character of second units in their surroundings.

SECTION 3. PLANNING COMMISSION ACTION. The Planning Commission hereby takes the following actions:

A. Recommended Approval of Exemption. The Planning Commission hereby recommends that the City Council make a determination that the project is exempt from environmental review in accordance with the provisions of CEQA Guidelines Section 15061(b)(3).

B. Recommend Approval of Ordinance. The Planning Commission recommends that the City Council approve Zoning Code Amendment 10-01 as attached hereto and incorporated herein by reference as Exhibit A.

**PASSED, APPROVED AND ADOPTED** this 3<sup>rd</sup> day of February 2010.

\_\_\_\_\_  
Robert Devine  
Chairman

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas Jex  
Assistant City Attorney

**ATTEST:**

\_\_\_\_\_  
David Hogan  
Planning Commission Secretary

# ATTACHMENT C

**EXCERPTS FOR THE MINUTES FOR THE  
FEBRUARY 3, 2010 PLANNING COMMISSION MEETING**

(References to the Rural Residential Zone building setbacks have been struckthrough.)

**4.2 ZONING CODE AMENDMENT 10-01 – REVISIONS TO THE SECOND UNIT AND RURAL RESIDENTIAL ORDINANCES.**

Planner del Solar made the Staff report.

Commissioner Dykstra recalled discussion about a smaller maximum second unit size for properties under an acre.

Planner del Solar indicated that while although the Commission did previously discuss the smaller unit size, however no consensus was reached. He suggested that if the Commission was in agreement, a smaller unit size could be included in a motion to approve the recommendation.

Commissioner Dykstra asked why parcels 3 acres or larger could have the second unit located in front of the primary unit.

Director Hogan explained that parcels 3 acres or larger were generally only located in the rural and mountainous areas of the city. He went on to explain that allowing second units to be placed in front of the main unit on these parcels would allow greater flexibility for geographically complicated properties to develop second units while not allowing this arrangement from occurring in the more urbanized areas of the city. After explaining the rationale, he indicated that the Commission may choose to either accept or reject the 3 acre provision in their recommendation to the City Council.

~~Commissioner Dykstra explained that he did not feel that 5 feet was a large enough setback for the side, noting several examples of homes built close together. He suggested that the Commission consider a 20 foot front, 10 foot side and 20 foot rear setback for the Rural Residential zone.~~

~~Director Hogan explained that the Rural Residential zone did not have setbacks and that Staff had proposed the 20 foot front, 5 foot side and 10 foot rear setbacks as a starting point for the Commission to begin their discussion.~~

Vice-Chairman Nowak clarified that the new setbacks would apply to all Rural Residentially zoned properties and not just second units.

Director Hogan replied in the affirmative.

~~Commissioner Andre recalled that there might be an existing 10 foot side setback in the Rural Residential zone.~~

~~Director Hogan responded that the Rural Residential zone currently does not have setbacks established. He went on to explain that because the second unit ordinance~~

~~would rely on the setbacks established in each zoning designation, the Rural Residential zone needed to have setbacks established.~~

~~Commissioner Dykstra stated that he liked the idea of larger setbacks and expressed an interest in increasing the size of the R-1 setbacks.~~

Commissioner Andre discussed issues created by increased density in Orange County. He went on to express concerns that residents living in second units may not like the rural character of the community and suggested that prospective tenants be warned of the impacts before moving into such a unit.

Planner del Solar noted that the new second unit ordinance would require property owners to record a restrictive covenant which would require the property owner to maintain primary residence at the property. He went on to explain that this would keep property owners onsite and prevent both units on the property from being rented which should prevent the misunderstanding of rural activities which may take place on the property or surrounding area.

Commissioner Andre explained that it may not be enough and discussed a personal situation where residents in a neighbor's second unit complained about the horses he kept on his property. He went on to explain that he wanted to keep the Ranch Community at a density of 1 unit per acre and expressed concern that allowing second units would be counterintuitive to the Ranch Community. Mr. Andre also explained that he felt the half acre minimum lot size should be 21,780 square feet and not 20,000 square feet.

Director Hogan suggested that if it was the Commission's prerogative, the restrictive covenant could be expanded to include a statement about the rural character of the community. He concluded by suggesting that the Commission could include the larger minimum lot size of 21,780 square feet and/or a smaller maximum/minimum unit size in their motion.

Vice-Chairman Nowak opened the public hearing.

There was no public comment.

Vice-Chairman Nowak closed the public hearing.

Commissioner Andre expressed his desire to see the minimum lot size at 21,780 square feet and the minimum/maximum unit size at 500 to 1,000 square feet. He then asked about parking arrangements for second units.

Director Hogan explained that parking and access are all elements examined in the approval process, adding that if the applicant cannot provide parking and/or access, the second unit request would be denied.

Commissioner Andre then asked about additions to mobile homes.

Director Hogan explained that if a property met the development standards for a second unit they would be eligible, however the Building and Safety Department would ultimately determine the feasibility of an addition to a mobile home.

Commissioner Andres then discussed older, unsafe mobile homes which did not meet current building code requirements.

Vice-Chairman Nowak asked if the second units could be required to be stick built.

Director Hogan explained that mobile homes could not be prohibited. He added that while although they could not be prohibited, the design of the mobile home and foundation system could be regulated.

Vice-Chairman Nowak explained that he felt favorable to the 20,000 square foot minimum lot size but agreed that the minimum/maximum unit sizes for attached units should be reduced to 500 to 1,000 square feet.

Director Hogan asked the motion maker to provide clarity on the issue of the minimum/maximum unit size and lot size.

MOTION: Commissioner Dykstra motioned to recommend approval of Zoning Code Amendment 10-01 to the City Council with the following conditions: the second unit sizes for 20,000 square foot to 0.99 acre lots shall be 500 to 1,000 square feet. Second, he added that second units shall also be allowed in front of the main units on parcels 2 acres or larger. ~~Third and finally, the rural residential setbacks shall be 10 feet in the side and 20 feet in the rear.~~ The motion was seconded by Commission Kazmier. Motion carried, the following vote resulted:

AYES:	Nowak, Dykstra, Kazmier
NOES:	Andre
ABSENT:	Devine
ABSTAIN:	

# ATTACHMENT D

# ATTACHMENT E

**CITY OF WILDOMAR – PLANNING COMMISSION**

**Agenda Item 6.1**

**GENERAL BUSINESS**

**Meeting Date: November 4, 2009**

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**TO:** Members of the Planning Commission

**FROM:** David Hogan, Planning Director

**SUBJECT:** Zoning Ordinance Modification – Second Dwelling Units

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**RECOMMENDATION:**

The Planning Department requests that the Planning Commission provide direction to staff on modifications to the zoning ordinance related to second dwelling units.

**BACKGROUND:**

During the start up process period for the City, staff has identified a number of potential zoning ordinance amendments to make them more appropriate to local conditions. These various suggestions related to streamlining the application completion process, modifying some of the requirements for second dwelling units, clarifying the processing of public use permits, establishing standards for trash enclosures, restricting the use of certain fencing materials, and restricting the use of compact parking spaces. These items were initially discussed by the Planning Commission on August 5, 2009. At that time the Commission made a recommendation on all of the proposed topics except the Second Dwelling Units. The subject of second units was continued to a future meeting.

The Planning Commission's discussion on second dwelling units expressed a wide range of concerns and issues, and included some confusion on the differences between second dwelling units and "granny flats". The concerns and issues focused on the following items: *Property Rights* – the right of reasonable use by the owner; *Density* – density increases and the potential for increases in traffic impacts; *Who Occupies* - the ability for non-family members to occupy the second dwelling unit; and *Unit Size* - that only smaller-sized second dwelling units are appropriate (and a concern that a single wide mobile home should not be useable as a second dwelling unit).

The purpose of this staff report is to provide additional information on second dwelling units to solicit additional guidance from the Commission on this topic. Staff is concerned that requiring one acre may not be reasonable for lots between half an acre and one acre in size. For example, at this time the City has received an application for a second dwelling unit on a lot that is 0.55 acres in size; though staff has concerns about limiting second dwelling units to lots that over three-quarters of an acre and under

one acre. Consequently, staff is requesting guidance from the Planning Commission and City Council on this matter.

While the definitions in state law for a second dwelling unit and granny flat are synonymous, the zoning ordinance does differentiate between the two (though the granny flat option is combined with a special hardship provision). The definitions are as follows.

Second Dwelling Units is defined as a fully functional second house on the same residential lot as the primary residential unit that may be occupied (rented) by anyone.

Senior Citizen (“granny flat”) and Hardship Second Units are defined as a second dwelling unit which is intended for the sole occupancy of one or two adults who are sixty (60) years of age or over, or family members, or those persons with special disabilities or handicaps.

#### **REQUIREMENTS OF STATE LAW:**

A second dwelling unit is defined as a second house on the same residential lot. Section 65852.2 of the State Planning and Zoning Law establish the basic standards by which local governments may regulate second dwelling units in the following areas:

- The City may designate areas where second dwelling units may be permitted [Section 65852.2(a)(1)(A)].
- The City may establish design standards for second dwelling units addressing parking, height, setback, lot coverage, architectural review, and the maximum size of a unit [Section 65852.2(a)(1)(B)].
- The City may provide that the second dwelling units not exceed allowable General Plan density [Section 65852.2(a)(1)(C)].
- The City may not create or utilize a discretionary permit process when reviewing second dwelling units [Section 65852.2(a)(3)]. (A discretionary permit routinely requires a public hearing and routinely involves compliance with non-codified requirements or design criteria.)

To further understand the State’s expectations about second dwelling units, Section 65852.2 contains second unit requirements for local governments that do not have their own ordinances. While this language does not apply to the city of Wildomar since we have our own adopted ordinance, it does provide insight into the intent of the legislature and how the courts may respond to a lawsuit concerning the City’s requirements. According to Subsection (b)(1), a second dwelling unit request (within a jurisdiction that does not have its own ordinance) must be approved if the following criteria are met.

- The second unit is not intended for sale and may be rented.
- The lot must be zoned for single-family or multifamily use.
- The lot must contain an existing single-family dwelling.

- The second unit may be either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.
- The increased floor area of an attached second unit shall not exceed 30 percent of the existing living area. The total area of floorspace for a detached second unit shall not exceed 1,200 square feet.
- Requirements relating to height, setbacks, lot coverage, architectural review, site plan review, processing fees and charges, and other zoning requirements generally applicable to residential construction in the zone in which the property is located.
- The second unit must comply with local building code requirements which apply to other detached dwellings, as appropriate.
- Approval by the local health officer where a private sewage disposal system is being used, if required.

The City Attorney has provided a memo on the City's ability to regulate second dwelling units. This memo is contained in Attachment A. The text of Government Code Section 656852.2 is contained in Attachment B. An evaluation of the minimum lot sizes and densities through the use of the density information contained in the General Plan is contained in Attachment E.

**CURRENT ORDINANCE REQUIREMENTS:**

Section 17.204.040 establishes the requirements for the standard second unit permits. The full text of this requirements associated with Standard Second Units are contained in Attachment C. The lot and second unit size information for the standard second units from the Zoning Ordinance is provided below.

<b>Standard Second Unit Requirements</b>			
<b>Residential Zones</b>	<b>Minimum Lot Size for the Zone</b>	<b>Minimum Lot Size for a Second Unit</b>	<b>Size Range of Allowable Second Units</b>
R-R Rural Residential	0.50 acre (≈ 21,780 sq. ft.)	1 acre	750 – 1,500 sq. ft.
R-A Residential Agricultural	20,000 sq. ft.		
A-1 Light Agriculture			
A-2 Heavy Agriculture			
R-1 One-Family Dwelling	7,200 sq. ft.	14,400 sq.ft.	750 – 1,200 sq. ft
R-2 Multiple-Family Dwelling			
R-3 General Residential			
R-4 Planned Residential			
R-6 Residential Incentive	5,000 sq. ft.		

The current code does require the provision of additional parking for the second unit and requires that the second unit comply with the other development standards that are

applicable to all development in the zone district where the second unit is to be located. There are no substantial residential design standards that would realistically prevent a standard second dwelling unit from being placed on a residentially zoned property.

The current code does require the provision of additional parking for the second unit and requires that the second unit comply with the other development standards that are applicable to all development in the zone district where the second unit is to be located. There are no substantial residential design standards that would realistically prevent a senior citizen/hardship second dwelling unit.

Section 17.204.050 establishes the requirements for the standard second unit permits. The full text of this requirements associated with Standard Second Units are contained in Attachment D. Because this section was deleted by the County in October 2008 and staff believes that these requirements are not really implementable since it allows permanent second units with reduced requirements.

To provide an additional comparison, staff has provided the comparable ordinances for the Cities of Lake Elsinore, Murrieta, and Temecula. As indicated below, the other jurisdictions in the area generally on require that the minimum lot size for the zone be maintained. The minimum lot size and unit sizes are contained in Attachment E and summarized below.

#### City of Lake Elsinore

- Minimum Lot Size: No requirement, lot must be zoning ordinance minimum requirements.
- Maximum Unit Size: Detached – 50% of primary unit or 1,200 sq. ft, whichever is less  
Attached - 30% of primary unit or 1,000 sq. ft, whichever is less
- Minimum Unit Size: 550 sq. ft for one or two bedroom (400 sq. ft for efficiency unit)

#### City of Murrieta

- Minimum Lot Size: No requirement, lot must be zoning ordinance minimum requirements.
- Maximum Unit Size: Detached – Not permitted.  
Attached - 30% of primary unit or 1,000 sq. ft, whichever is less
- Minimum Unit Size: No requirement

## City of Temecula

Minimum Lot Size: No requirement, lot must be zoning ordinance minimum requirements.

Maximum Unit Size: 1,200 sq. ft.

Minimum Unit Size: 400 sq. ft.

### **CONCLUSION:**

Based upon the information provided, staff is requesting that the Planning Commission provide direction to staff on whether or not any changes should be made to the existing ordinance. However, during the process of the Commission providing to direction on the scope and nature any amendments to the current code, there is two aspects of second units that the Planning Commission can not include into the ordinance. These are (1) any limitations on who can occupy or rent a second unit (i.e. limiting future occupants of the second unit to family members or relatives), and (2) adding a requirement for a public hearing or conditional use permit.

Subject to these limitations, staff would like to receive direction from the Planning Commission on the following subjects. Based upon the Commission's direction staff will prepare an ordinance for Planning Commission's consideration at an upcoming meeting.

1. Minimum Lot Size – The code currently requires twice the allowable lot size for a second dwelling unit. This provision ensures that the underlying General Plan density is maintained. Does the Commission want to allow any variations from this requirement? If so, when should smaller lots (i.e. a increased density) be allowed and how much of an increase or reduced lot size should be allowed?
2. Maximum Unit Sizes – The code currently restricts the maximum size of a second dwelling unit depending on the minimum lot size of the zone. Does the Commission want to reduce or expand the maximum allowable size?
3. Other Design requirements – The code currently requires that second units meet the underlying requirements of the zoning district. Does the Commission want to apply other design standard to second dwelling units?

### **ALTERNATIVES:**

1. Deny the project.
2. Provide direction to staff.

# ATTACHMENT F

## CHAPTER 17.204 – SECOND UNIT PERMITS

### 17.204.010 Applicability.

Whenever a request is made for a standard or senior citizen hardship second unit permit, the following provisions shall take effect. (Ord. 348.3928 § 2 (part), 2000: Ord. 348 § 18.28a (part)»

### 17.204.020 Application.

Every application for a second unit permit shall be made in writing to the planning director on the forms provided by the planning department, shall be accompanied by the filing fee as set forth in county Ordinance No. 671 and shall include the following information:

- A. Name and address of the applicant, and evidence that the applicant resides at and is the owner of the premises involved;
- B. Assessor's parcel number of premises involved;
- C. A plot and development plan drawn in sufficient detail to clearly describe the following:
  1. Physical dimensions of property,
  2. Location and dimensions of all existing and proposed structures,
  3. Location and dimensions of all easements, septic tanks, leach lines, existing seepage pits, drainage structures and utilities,
  4. Location, dimensions and names of all clear adjacent roads, whether public or private, showing the location of the street centerline and all existing Improvements such as sidewalks, curbs, gutters and curb cuts,
  5. Setbacks,
  6. Methods of circulation, including ingress and egress, access, yards, drives, parking areas, landscaping, walls or fences,
  7. Topography of the property;
- D. Panoramic photographs showing all sides of the on-site property and adjacent off-site properties;
- E. A description of walls, landscaping, architectural treatments and other methods which will be used to ensure that the second unit will be compatible with the neighborhood;
- F. A statement as to whether the second unit shall be used for family or rental purposes;
- G. A list of the names and addresses of all owners of the exterior boundaries of the property as shown on the last equalized assessment roll and any update issued by the county assessor;
- H. Such additional information as shall be required by the application form; L A clearance letter from the county health department. (Ord. 348.3928 § 2 (part), 2000: Ord. 348 § 18.28a(a)»

#### **17.204.030 Hearing and notice of decision.**

Upon acceptance of an application as complete, the planning director shall transmit a copy of the application to the members of the land division committee and the sewer and water district having jurisdiction over the property for review and comment.

- A. Not less than thirty (30) days after an application is received as complete, the planning director shall schedule the time and date on which the director's decision on the application is to be made. Not less than ten (10) days prior to the date on which the decision is to be made the planning director shall give notice of the proposed use by mail or delivery to all owners shown on the last equalized assessment roll and any updates as owning real property within a three hundred (300) foot radius of the exterior boundaries of the proposed project. Notice of the proposed use shall also be given by publication in a newspaper of general circulation in the county. The notice shall include the statement that no public hearing will be held unless a hearing is requested in writing before the date scheduled for the decision to be made. No public hearing on the application shall be held before a decision is made unless a hearing is requested in writing before the date scheduled for the decision to be made. No public hearing on the application shall be held before a decision is made unless a hearing is requested in writing by the applicant or other affected person, or if the planning director determines that a public hearing should be required. The planning director shall give notice of the decision to the applicant and to any other person who requests notice of the decision. The decision of the planning director shall be considered final unless within ten (10) days of the date of mailing of decision to the applicant an appeal therefrom is filed.
- B. If a public hearing is required under the provisions of this section, notice of the time, date and place of the hearing, before the planning director, and a general description of the location of the real property which is the subject of the hearing, shall be given at least ten (10) days prior to the hearing as follows:
  1. Mailing or delivering to the owner of the subject real property or the owner's duly authorized agent;
  2. Mailing or delivering to all owners of real property which is located within a three hundred (300) foot radius of the exterior boundaries of the subject property, as such owners are shown on the last equalized assessment roll and any updates;
  3. The planning director may require that additional notice be given in any other matter the director deems necessary or desirable.
- C. If a public hearing is required, the director shall hear relevant testimony from interested persons and make a decision within a reasonable time after the close of the public hearing. The planning director shall give notice of the decision to the applicant, and the decision of the planning director shall be considered final unless within ten days of the date of mailing of the notice of decision to the applicant an appeal therefrom is filed. (Ord. 348.3928 § 2 (part), 2000; Ord. 348 § 18.28a(b))

#### **17.204.040 STANDARD SECOND UNIT PERMITS.**

- A. Standards for Approval. No standard second unit permit shall be approved unless it complies with the following standards:
  1. The proposed second unit must conform to all the requirements of the general plan for Riverside County.

2. The lot is zoned for a one-family dwelling as a permitted use; provided, however, that the lot must be fourteen thousand four hundred (14,400) square feet or greater in area and may not be part of a planned residential development (PRD) or the R-6 zone.
3. The lot contains an existing one-family detached unit, and either the existing unit or the proposed additional unit is, and will be, the dwelling unit of the owner-occupant.
4. The proposed second unit meets the following zoning, lot size and unit size standards:

Minimum Lot Size per Zoning*	Standard Second Unit Permit**
7,200 sq. ft. to 19,999 sq. ft.	Maximum Lot Size: 14,440 sq. ft. Minimum Unit Size: 750 square feet Maximum Unit Size: 1,200 square feet
20,000 sq. ft. to 1.99 acre	Maximum Lot Size: 1 acre Minimum Unit Size: 750 square feet Maximum Unit Size: 1,500 square feet
2 acres and larger	Maximum Lot Size: 2 acres Minimum Unit Size: 750 square feet Maximum Unit Size: 1,800 square feet"
* "Minimum lot size per zoning" refers to the minimum lot size required by the zoning designation for the parcel in question	
** "Standard" second unit permit refers to a second unit which is attached to or detached from the principal dwelling unit, It can be occupied by family members or rented to anyone for residential use.	

5. Off-street parking spaces shall be required for the second unit in addition to any off-street parking requirements for the principal unit.
6. The second unit shall be used as a dwelling unit only, and no businesses or home occupations of any kind may be conducted from or in the second unit.
7. Second units shall be located at the rear or in the side portions of the lot and shall comply with all setbacks applicable to the lot. A second unit may be located in front of the principal unit only where the placement of the second unit at the rear or side portion of the lot would be impractical due to the location of the principle unit. In addition, approval shall require a specific finding that the placement of the second unit in the front of the lot is compatible with the neighborhood.
8. All of the development standards of the zone in which the lot is located, including but not limited to, parking, height, setbacks, lot coverage, architectural review and health requirements for water and sewerage shall be applicable to the second unit. An applicant shall also be required to provide verification from the appropriate water and sewerage district of available capacity.
9. Any second unit placed more than one hundred fifty (150) feet from a public right-of-way shall be required to provide all-weather access for emergency vehicles.
10. Findings are made by the planning director that there is no adverse impact on the public health, safety or welfare.

B. Conditions. Any standard second unit permit granted shall be subject to such conditions as are necessary to protect the health, safety and general welfare of the public. In addition, a permit shall be subject to the following conditions:

1. The second unit shall be used for family members or rental purposes only and may not be sold as a separate unit unless the lot is subdivided pursuant to all applicable laws and local ordinances.
2. The life of the permit shall be unlimited provided the second unit is being used in compliance with the provisions of this chapter, as well as any conditions of approval imposed in connection with the permit, and that all construction permits and inspections which may be required pursuant to the provisions of Ordinance No. 457 have been obtained.

**17.204.050 SENIOR CITIZEN AND HARDSHIP SECOND UNIT PERMITS. [Deleted in October 2008]**

A. Standard of Approval. No senior citizen/hardship exemption second unit permit shall be approved unless it complies with the following standards:

1. The proposed second unit must conform to all the requirements of the general plan for Riverside County.
2. The lot is zoned for a one-family dwelling as a permitted use; provided, however, that the lot must be seven thousand two hundred (7,200) square feet or greater in area and may not be part of a planned residential development (PRD) on the R-6 zone.
3. The second unit shall be used as a dwelling unit only and shall be intended for the sole occupancy of one or two adult persons who are sixty (60) years of age or over, or family members, or those persons with special disabilities or handicaps.
4. The proposed second unit meets the following zoning, lot size and unit size requirements:

Minimum Lot Size per Zoning*	Senior/Hardship Second Unit Permits**
7,200 sq. ft. to 19,999 sq. ft.	Maximum Lot Size: 7,200 sq. ft. Minimum Unit Size: 750 square feet Maximum Unit Size: 1,200 square feet
20,000 sq. ft. to 1.99 acre	Maximum Lot Size: 20,000 sq. ft. Minimum Unit Size: 750 square feet Maximum Unit Size: 1,200 square feet
2 acres and larger	See requirements for "standard" second unit permit.
* "Minimum lot size per zoning" refers to the minimum lot size required by the zoning designation for the parcel in question	
** "Senior citizen hardship" second unit permits must specify that the second unit is to be used as a dwelling unit for the sole occupancy of one or two adult persons who are 60 years of age or over, or immediate family members, or those persons with special disabilities or handicaps. They cannot be rented out to others.	

5. Off-street parking requirements, location of second units, development standards, access for emergency vehicles, necessary findings and the requirements that there be an existing one-family detached unit and that either the existing unit or the proposed additional unit is and

will be the dwelling unit of the owner-occupant, shall be the same as for the standard second unit permit.

**B. Conditions.**

1. The second unit may not be sold as a separate unit unless the lot is subdivided pursuant to all applicable laws and local ordinances.
2. The life of the permit shall be unlimited provided the second unit is being used in compliance with the provisions of this chapter, as well as any conditions of approval imposed in connection with the permit, and that all construction permits and inspections which may be required pursuant to the provisions of Ordinance No. 457 have been obtained. Noncompliance with the conditions of approval and/or construction permits may result in the revocation of the second unit permit in accordance with Section 17.204.060.

**17.204.060 PROHIBITED AREAS.**

Second units shall not be permitted in those areas of the county which have significant problems with regard to water availability or quality, sewage disposal or other public health or safety concerns. The prohibited areas include, but are not limited to, those areas where a development moratorium has been imposed, including a moratorium for water or sewer, whether imposed by the county or another public agency with the authority to impose a development moratorium.

**17.204.070 APPEAL.**

An applicant or any interested person may appeal the decision of the planning director by the following procedure:

- A. Appeal to Planning Commission. Within ten (10) calendar days after the date of mailing of the decision by the planning director, an appeal, in writing, may be made to the planning commission on the form provided by the planning department, which shall be accompanied by a filing fee as set forth in Ordinance No. 671. Notice of the appeal shall be given in the same manner that notice was given for the original hearing. The planning commission shall render its decision within thirty (30) days following the close of the hearing on the appeal.
- B. Appeal to the Board of Supervisors. Within ten (10) calendar days after the date of mailing of the planning commission's decision, an appeal, in writing, may be made to the Board of Supervisors, on the forms provided by the planning department, which shall be accompanied by the fee set forth in Ordinance No. 671. Upon receipt of a completed appeal, the clerk of the board shall set the matter for hearing before the board of supervisors not less than five days nor more than thirty (30) days thereafter and shall give written notice of the hearing to the appellant, the applicant and the planning director. The board of supervisors shall render its decision within thirty (30) days following the close of the hearing on the appeal. (Ord. 348.3928 § 2 (part), 2000: Ord. 348 § 18.28a(l))

**17.204.080 REVOCATION OF PERMIT.**

Any second unit permit granted may be revoked at any time upon the findings and procedure contained in Chapter 17.220; provided, however, that any appeal shall be heard by the planning commission. (Ord. 348.3928 § 2 (part), 2000: Ord. 348 § 18.28a(g))



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## MEMORANDUM

**TO:** Planning Commissioners **CC:** Dave Hogan, Planning Director

**FROM:** Office of City Attorney

**DATE:** August 19, 2009

**RE:** Scope of Ability to Regulate Second Units

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At the August 5, 2009, Planning Commission meeting, a discussion began regarding amendments to the City's existing regulations on second dwelling units on residentially-zoned property. State law provides certain limits on a City's ability to regulate second units, and this memorandum gives a brief synopsis of those limits.

### QUESTION PRESENTED

To what extent may the City regulate second units?

### SHORT ANSWER

The City may designate the areas within the City where second units may be allowed and may adopt development standards for second units. The development standards must be reasonable and not unduly obstruct a homeowner's ability to construct a second unit. At a minimum, the City must allow efficiency units to be built as a second unit. The City can only require one additional parking space per second unit or bedroom and must allow parking in the setbacks and/or tandem parking. All applications for second unit permits must be considered ministerially, meaning that there shall be no discretionary review or hearing on the application. Also, the City may not limit who may live in a second unit to relatives of the property owners. Such restrictions have been held to infringe on the right to privacy protected in the California Constitution.

### DISCUSSION

Finding that second units are a valuable form of housing in California, the Legislature has limited local government's ability to regulate and restrict the construction of second units through what is commonly called the "granny flat statute".<sup>1</sup> The terms "second unit" and "granny flat" are synonymous. A local agency may adopt an

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<sup>1</sup> Cal. Gov't Code § 65852.150. All further statutory references are to the Government Code.

ordinance providing for the creation of second units in single-family and multi-family zones.<sup>2</sup> A second unit is defined as “an attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling unit is situated.”<sup>3</sup> A local agency may, but is not required, to allow second units on parcels with multi-family dwelling units.<sup>4</sup> If a local agency does adopt such an ordinance, the consideration of applications for second units is a ministerial act, and the approval or denial of an application shall not be subject to the discretion of the approving officer or a public hearing.<sup>5</sup> The City needs to amend their current second unit ordinance to reflect this. The Riverside County Zoning Code, as it was adopted by the City upon incorporation, allowed for a discretionary hearing to be held on second unit applications.<sup>6</sup> The County subsequently fixed this error in their Zoning Code in October of 2008, but the City has not adopted a similar ordinance amending its Zoning Code to provide for ministerial review of second unit permit applications.

The Planning Commission has inquired whether it could limit the occupancy of second units to individuals who are related to the property owners. However, the California Supreme Court has resoundingly rejected local ordinances that limit occupancy of residential dwelling units to individuals who are related by blood, marriage, or legal adoption.<sup>7</sup> Such restrictions infringe upon the privacy rights protected by the California Constitution. Therefore, the City may not include such a restriction in any second unit ordinance it adopts.

The Legislature has largely left it to the discretion of the local agency to determine the appropriate regulations for second units. However, regulations cannot be “so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create second units in zones in which they are authorized by local ordinance.”<sup>8</sup> Furthermore, the Legislature has provided some parameters and guidance that a local agency should use in drafting its second unit regulations. The following discussion lists the types of regulations that the law expressly allows a local government to adopt in regards to second units. A chart summarizing what regulations are and are not allowed is attached as Exhibit A to this memorandum.

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<sup>2</sup> § 65852.2(a)(1).

<sup>3</sup> § 65852.2(i)(4).

<sup>4</sup> See *id.*, § 65852.2(b)(1)(C), (g).

<sup>5</sup> § 65852.2(a)(3).

<sup>6</sup> Riverside County Code § 17.204.030 (former).

<sup>7</sup> *City of Santa Barbara v. Adamson* (1980) 27 Cal.3d 123.

<sup>8</sup> § 65852.150.

**1. Designate Areas Where Second Units Are Allowed.**

A local ordinance may designate the areas within the jurisdiction where second units are allowed. Nothing in the law requires second units to be allowed in all residential zones. Factors such as the adequacy of water and sewer services and traffic impacts may be considered in determining which areas within the jurisdiction second units may locate.<sup>9</sup>

**2. Development Standards for Second Units.**

A local government may impose development standards on second units including, but not limited to, parking, height, setback, lot coverage, architectural review, minimum and maximum size of unit, and prevention of adverse impacts on historical places.<sup>10</sup> In addition, a local agency can "[p]rovide that second units do not exceed the allowable density for the lot upon which the second unit is located."<sup>11</sup> A local government can require that a second unit be compatible with its surrounding areas and not be materially detrimental to surrounding properties or the public health, safety and welfare generally.<sup>12</sup> However, there are specific provisions that govern local regulations on minimum and maximum unit size and parking.

*a. Minimum and Maximum Size of Second Unit.*

Regulations on the minimum and maximum size for second units may have different standards depending on whether the second unit is attached or detached from the principal dwelling unit. However, these standards must allow for at least an "efficiency unit" to be built as a second unit on the property.<sup>13</sup> An efficiency units are units designed for occupancy by no more than two people with a minimum floor area of 150 square feet, and that have at least partial bathroom and kitchen facilities.<sup>14</sup>

*b. Parking.*

A local government cannot require a second unit to have more than one parking space per second unit or per bedroom. However, more parking can be required if the

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<sup>9</sup> § 65852.2(a)(1)(A).

<sup>10</sup> § 65852.2(a)(1)(B).

<sup>11</sup> § 65852.2(a)(1)(C).

<sup>12</sup> See *Harris v. City of Costa Mesa* (1994) 25 Cal.App.4th 963; *Desmond v. County of Contra Costa* (1993) 21 Cal.App.4th 330.

<sup>13</sup> § 65852.2(d).

<sup>14</sup> § 65852.2(i)(4)(A); Health & Safety Code § 17958.1.

local government finds that the additional parking is directly related to the use of the second unit and is consistent with existing neighborhood standards applicable to existing dwellings.<sup>15</sup> In other words, a local government can require more parking only if more parking would be required of the unit if it were the only dwelling unit on the lot. Additional parking cannot be required of a second dwelling unit to ameliorate existing parking problems.

In addition, a local government must allow off-street parking in the second unit's setback areas or by tandem parking unless specific findings are made that parking in setbacks or tandem parking is not feasible due to "specific site or regional topographical or fire and life safety conditions" or that setback or tandem parking is not permitted anywhere else in the jurisdiction.<sup>16</sup>

### **CONCLUSION**

The City may regulate the areas where second units are allowed and impose development standards on second units. However, the development standards cannot be overly burdensome. Additional parking may be required, but the City must allow this to be satisfied by setback or tandem parking unless specific findings are made.

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<sup>15</sup> § 65852.2(e).

<sup>16</sup> *Id.*

**EXHIBIT A**

<b>Regulation of Second Units</b>	
<b>Permissible Regulation</b>	<b>Impermissible Regulations</b>
Designating in what zones second units are allowed.	Regulations that are “so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create second units in zones in which they are authorized by local ordinance.”
Development standards such as: parking, height, setback, lot coverage, minimum and maximum size of unit.	Regulations on the minimum and maximum size of a second unit that do not allow for at least an efficiency unit to be built.
Requiring design review	Regulations that require more than one parking space per second unit or per bedroom.
Provision that deems a second unit to not exceed the applicable density standard for the lot on which it is located. (i.e. a second unit on a lot zoned for a single-family residence is okay, even though now there are two residences on a lot zoned for one)	Regulations that do not allow the parking requirements to be satisfied by parking in setback areas or tandem parking.
Provision that deems a second unit to be consistent with the applicable General Plan designation and zoning for the lot on which it is located.	Regulations that allow a property owner to rent their second unit to relatives only.
	Regulations that require a public hearing for or discretionary review of a second unit permit application.

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.1**  
**GENERAL BUSINESS**  
**Meeting Date: April 14, 2010**

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**TO:** Mayor and Council Members

**FROM:** Michael Kashiwagi, Development Services, Public Works

**SUBJECT:** Review and Approval of the Policy, Process and Procedures for Implementation of the Unpaved Roadway Enhancement Program – CIP 0013

**STAFF REPORT**

**RECOMMENDATION:**

That the City Council approve the Process and Procedures for Implementation of the Unpaved Roadway Enhancement Program – CIP 0013 and direct staff to proceed with completion of an application form, posting and soliciting applications for potential projects on the City's web site, and bring back to the City Council a recommended list of unpaved roadway applications for further approval.

**BACKGROUND:**

The Unpaved Roadway Enhancement Program – CIP 0013 was initiated as a method of slowly integrating private unpaved streets within the City into the City's street program. Utilizing limited Measure A funding, it is proposed the City will annually provide minimal pavement improvements where residents have petitioned and are willing to dedicate the street right-of-way (ROW) to the City. The residents must also be willing to provide long term funding for the maintenance of the petitioned street segment. Where multiple requests exceed the available funding, petitions will be evaluated based on a series of priority measures and ranked in order of priority. The City Council will have final authority in approving the final rankings.

The proposed improvements are not to "subdivision street" standards. What is being proposed is grading of the existing road and providing an "armoring" of the surface with two levels of chip seal, a combination of angular rock chips and an asphaltic emulsion. No significant drainage improvements or pedestrian/bicycle improvements are part of this proposal. These improvements therefore have a limited life (5-8 years) and must be maintained at a higher level and on a consistent interval. For this reason, and that the cost of improvement will be City funds, staff believes it should be the property owners' responsibility to maintain the proposed improvements. Part of the application will be agreements from each property owner that agree to the formation of a district that will assess their properties for the maintenance. Initial estimate for this assessment is \$0.40/year for each foot of property frontage (\$24.00 for a 60-foot lot). Once the streets are improved and become part of the City's street system, the City will be responsible to all maintenance of the street should extraordinary/storm related damage

occur. The proposed maintenance assessment only covers the re-surfacing of the street on a 5-8 year cycle.

In years where multiple applications are submitted and limited funding does not allow us to improve all of the streets applied for, the applications will be ranked based upon factors listed within the Policy, Process and Procedures. The City Council will approve the priority listing prior to staff moving forward with any of the street improvements.

**FISCAL IMPACTS:**

Funding for this project is through Measure A funds (Fund 21) as specifically identified in the Capital Improvement Program as CIP – 0013 Unpaved Roadway Enhancement Program.

**ATTACHMENTS:**

1. Policy, Process and Procedures for Unpaved Roadway Enhancement Program – CIP 0013.

Submitted by:

Approved by:



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Mike Kashiwagi  
Development Services

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Frank Oviedo  
City Manager

## **City of Wildomar Capital Improvement Program Description**

### **Policy, Process and Procedures for the Unpaved Roadway Enhancement Program – CIP 0013**

#### ***Policy:***

This project is being provided as a method of slowly integrating private unpaved streets within the City into the City's street program. Utilizing limited Measure A funding, the City will annually provide minimal pavement improvements where residents have petitioned and are willing to dedicate the street right-of-way (ROW) to the City. The residents must also be willing to provide long term funding for the maintenance of the petitioned street segment. Where multiple requests exceed the available funding, petitions will be evaluated based on a series of priority measures and ranked in order of priority. The City Council will have final authority in approving the final rankings.

#### ***Project Description:***

##### *Improvements:*

Improvements to the petitioned streets will be to provide an approximate 5-8 year life pavement surface. Grading will be minimized by following the existing contours and retaining existing drainage flows. Driveway culverts and minimal surfacing of the driveway approaches will be provided within the ROW. Sub-base will be re-compacted and graded to provide a solid, clean surface for the new pavement. Imported base material is not being considered for this project.

Improvement specifics include:

- Provide a minimum level of pavement for the conversion of existing dirt road(s) into City maintenance program
- Minimum pavement level defined as a two-coat chip seal on a compacted sub-base of existing in-place soil.
- Where existing soil is alluvial/high clays, use compacted cement stabilized soil as sub-base material. (Cement is introduced into existing sub-base material, mixed and then re-compacted. The cement and soil mixture becomes more stable, providing a better surface to pave and drive on.)
- Pavement width established at 26-feet wide, allowing two lanes of traffic.
- Streets placed into city's pavement management system and maintained along 5-8 year cycles.

Project Costs:

Project costs are estimated based upon the criteria above and are in 2010 dollars. Annual increases in these base costs are anticipated.

- \$19.20 per lineal foot of pavement – costs include rip, grade and re-compact existing dirt road as base, 2-layer Type II Chip Seal, signing, striping, 10% project/construction management costs and a 15% contingency.
- Substitute \$21.70 per lineal foot of pavement on poor soil roads – the \$2.50 allowance is added for the delivery, mixing and compacting of the cement stabilized soil mix.
- Revolving 5-year maintenance costs of \$0.40 per lineal foot of pavement.
- Compares to \$84.60 per foot of new asphalt paved road meeting minimum County standards for Local Road.

Establishing Priorities

Funding is limited for this program and may not meet the number of petitions submitted annually. Establishment of priorities is necessary to establish a ranking of each request. The suggested priorities list is below:

- Petition
  1. 100% participation of property owners along road segment.
  2. Less than 100% participation of property owners with participating owners carrying non-participants' maintenance cost share.
- ROW
  1. 100% existing ROW dedications previously accepted to vest title, not for maintenance
  2. 100% existing ROW dedications, either rejected or accepted to vest title only
  3. 100% participation with petitioners providing all dedication documents
  4. 100% participation with City providing dedication documents at petitioners' expense
  5. All others
- Street Connectivity
  1. Street segment connects two or more existing paved city maintained streets

2. Street segment connects one city maintained street to other unpaved road segment(s)
  3. Cul-de-sacs with turnaround
  4. Stub street
  5. All others
- Zoning
    1. Residential – single family
    2. Multi-family/higher densities
    3. Commercial – limited number of trucks
    4. Industrial and high volume commercial not eligible

### *Application and Process*

#### Application

An application for the inclusion of each roadway segment will be required to be submitted by the owners of the properties adjacent to the road segment. Submittals must be received prior to April 1<sup>st</sup> of each year for inclusion into the upcoming fiscal year's project rankings. The application will require the following information:

- Description or street name and length of road segment
- All adjacent lots property owners information and APN
- Signature of all property owners of record on application
- Signed petitions from all property owners requesting formation of maintenance district for long term maintenance
- Road segment ownership information (city-vested title, rejected offers of dedication, wholly private, combination of any/all) and whether owners will provide final dedication documents or requesting city to provide.
- Application fee equal to the cost of district formation plus \$67.00 for application processing.
- May be submitted at any time during year but considered for inclusion only during adoption of Annual Capital Improvement Program.

#### Process

Throughout the year, property owners that would like to have the dirt roads adjacent to their property improved can obtain an application, obtain the information requested and submit it for review by City staff. The process of taking applications through to recommending a specific stretch of road as the preferred project is as follows:

- Application and processing fee received

- Application reviewed for completeness – accepted or returned for additional information
- Annually on April 1<sup>st</sup>, staff will evaluate all application against each other, establish a priority list and number of applications to be approved based upon street lengths and budget for the next fiscal year.
- Submit to City Council for approval of priority list and authorization to proceed with maintenance district formation for recommended applications.
- Form maintenance district(s)
- Complete design of selected street segments.
- Bid project during 3<sup>rd</sup> quarter of fiscal year.
- Construct project in 4<sup>th</sup> quarter of fiscal year (spring construction).

Cost to Property Owners

Property owners will be responsible for the cost of the formation of the maintenance district, the application processing fee and the annual assessment place upon their property tax.

- Formation costs – TBD
- Application Processing Fee - \$67.00/property
- Annual maintenance assessment of \$0.40/linear foot of property frontage along the road segment (\$0.80/ft divided by 2 sides of the street). Where no property receiving benefit is on one side of the street, assessment for that single property will increase up to \$1.60 per lineal foot of frontage.
- Assessments will increase by a cost index factor to be determined at the time of formation of the maintenance district.

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.2**  
**GENERAL BUSINESS**  
**Meeting Date: April 14, 2010**

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**TO:** Mayor and Council Members  
**FROM:** Frank Oviedo, City Manager  
**SUBJECT:** City Council Meeting Norms

**STAFF REPORT**

**RECOMMENDATION:**

The City Manager recommends that the City Council provide direction on the norms listed below.

**BACKGROUND:**

In an effort to keep City Council meetings running efficiently by respecting the Council Member's time and the public's time, staff has identified a number of norms that may need Council consideration. Staff's purpose in bringing these matters to the Council is to ensure that the operation of the Council meetings are consistent with goals of all of the Council Members. The norms staff would like the Council to consider are as follows.

- Time limits on Presentations at the beginning of the meeting
- Time limits on Speakers
- Scheduling of Closed Sessions
- Meeting time limitations and durations

The City Manager requests that the City Council consider each of these items and, if deemed appropriate, provide direction on how each of these issues should be addressed.

Submitted and Approved by:

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Frank Oviedo  
City Manager