

CITY OF WILDOMAR CITY COUNCIL
AGENDA

6:30 P.M. – REGULAR MEETING

AUGUST 10, 2011
Council Chambers
23873 Clinton Keith Road



Marsha Swanson, Mayor
Ben Benoit, Mayor Pro Tem
Bob Cashman, Council Member
Bridgette Moore, Council Member
Timothy Walker, Council Member

City Manager
Frank Oviedo

City Attorney
Julie Hayward Biggs

WILDOMAR CITY COUNCIL REGULAR MEETING AGENDA August 10, 2011

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

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

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

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

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

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

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

Presentation by Senator Joel Anderson to Fire Chief Beach

Government Finance Officers Association Award Presentation

Fire Department Monthly Update

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

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

1.0 CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Council, the public, or staff request 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 – July 27, 2011 Regular Meeting

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

1.3 Warrant and Payroll Registers

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

1. Warrant Register dated July 28, 2011 in the amount of \$29,647.23;
2. Warrant Register dated August 4, 2011 in the amount of \$710,082.55; and
3. Payroll Register dated August 5, 2011 in the amount of \$20,277.90.

1.4 Designating the Time, Date, and Location of City Council Meetings

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

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, REPEALING AND REPLACING RESOLUTION NO. 2011-
31 IN REGARDS TO DESIGNATING THE TIME, DATE, AND LOCATION
OF CITY COUNCIL MEETINGS

CONSENT CALENDAR CONTINUED ON NEXT PAGE ▼

1.5 Tract 23310 Drainage Easements

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CERTIFICATES OF ACCEPTANCE FOR FOUR DRAINAGE EASEMENTS RELATED TO TRACT 23310

2. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE SUMMARY VACATION OF A DRAINAGE EASEMENT OVER LOT 150 OF TRACT 23310

And

3. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE QUITCLAIM DEEDS FOR SEVEN DRAINAGE EASEMENTS TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

2.0 PUBLIC HEARINGS

2.1 Change of Zone & Plot Plan No. 10-0222 (Subway Retail Project) – Mitigated Negative Declaration, Change of Zone, and Plot Plan; Located at 21940 Bundy Canyon Road

RECOMMENDATION: The Planning Commission recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM FOR CHANGE OF ZONE AND PLOT PLAN NO. 10-0222 (SUBWAY RETAIL PROJECT) LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and 366-390-027)

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

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING CHANGE OF ZONE NO. 10-0222 TO CHANGE THE ZONING FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) ON A 1.27 ACRE SITE LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and 366-390-027)

3. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING PLOT PLAN NO. 10-0222 FOR THE DEVELOPMENT OF A 10,500 SQUARE-FOOT MULTI-TENANT RETAIL BUILDING ON A 1.27 ACRE SITE LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and 366-390-027)

3.0 GENERAL BUSINESS

3.1 Transportation Uniform Mitigation Fee (TUMF) Projects Status

RECOMMENDATION: Staff recommends that the City Council:

1. Direct staff to initiate the formal transfer of the project administration of TUMF Projects in the City of Wildomar from the County of Riverside to the City, and
2. Establish the priority order of the TUMF projects.

3.2 Professional Services Agreement with Colgan Consulting Corporation to Prepare a Development Impact Fee Nexus Study

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

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH COLGAN
CONSULTING CORPORATION TO PREPARE A DEVELOPMENT
IMPACT FEE NEXUS STUDY FOR AN AMOUNT NOT TO EXCEED
\$39,940

3.3 Accounting and Community/Emergency Services Contract Amendments

RECOMMENDATION: Staff recommends that the City Council approve the contract amendments and authorize the City Manager to execute said contracts.

3.4 League of California Cities Annual Conference Attendance and Voting Member

RECOMMENDATION: Staff recommends that the City Council discuss and determine which Council Member will be attending the League of California Cities Annual Conference.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

COUNCIL COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURNMENT

2011 City Council Regular Meeting Schedule

September 14, October 12, November 9, December 14

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

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

POSTING STATEMENT: On August 5, 2011, 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 MEETING MINUTES
JULY 27, 2011**

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

The closed session of July 27, 2011, of the Wildomar City Council was called to order by Mayor Swanson at 5:30 p.m.

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

City Clerk Lee announced the following:

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54957 with regard to the following personnel matter:

Performance Evaluation: City Manager

At 5:31 p.m. Mayor Pro Tem Benoit arrived.

At 6:30 p.m. the City Council reconvened into open session, with all Council Members present, making the following announcement:

Mayor Swanson stated the City Council met in closed session regarding the performance evaluation of the City Manager. The details of which will be discussed further in item #3.1 on the agenda.

At 6:31 p.m. Mayor Swanson adjourned the closed session.

CALL TO ORDER – REGULAR SESSION – 6:30 p.m.

The regular meeting of July 27, 2011, of the Wildomar City Council was called to order by Mayor Swanson 6:30 p.m.

City Council Roll Call showed the following Members in attendance: Mayor Swanson, Mayor Pro Tem Benoit, Council Members Cashman, Moore, Walker. Members absent: None.

Staff in attendance: City Manager Oviedo, Assistant City Manager Nordquist, Assistant City Attorney Jex, Public Works Director D’Zmura, Planning Director Bassi, Community Services Director Willette, Police Chief Fontneau, and City Clerk Lee.

The Flag Salute was led by Councilwoman Moore.

PRESENTATIONS

Code Enforcement Monthly Update – Tabled at this time.

PUBLIC COMMENTS

Gary Andre, resident, stated he is now a certified Chaplain. He gave a copy of his certification to the City Clerk.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Benoit, to approve the agenda as presented.

MOTION carried, 5-0.

1.0 CONSENT CALENDAR

A MOTION was made by Councilwoman Moore, seconded by Mayor Pro Tem Benoit, to approve the agenda as presented.

MOTION carried, 5-0.

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Minutes – July 7, 2011 Special Meeting

Approved the Minutes as submitted.

1.3 Minutes – July 13, 2011 Regular Meeting

Approved the Minutes as submitted.

1.4 Warrant and Payroll Registers

Approved the following:

1. Warrant Register dated July 14, 2011 in the amount of \$4,737.94 and \$22,688.57;

2. Warrant Register dated July 21, 2011 in the amount of \$1,426.80 and \$250,285.06; and
3. Payroll Register dated July 22, 2011 in the amount of \$17,744.68.

1.5 Treasurer's Report

Approved the Treasurer's Report for June, 2011.

1.6 Authorized Agent for California Emergency Management Agency

Adopted a Resolution entitled:

RESOLUTION NO. 2011 - 39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DESIGNATING THE CITY MANAGER AS THE AUTHORIZED AGENT FOR THE CALIFORNIA EMERGENCY MANAGEMENT AGENCY

2.0 PUBLIC HEARINGS

2.1 Landscaping and Lighting Maintenance District No. 89-1-Consolidated and Street Lighting Zones

City Clerk Lee read the title.

Mayor Swanson opened the public hearing.

Public Works Director D'Zmura and Mark Hughes, County of Riverside Transportation Department, presented the staff report.

There being no speakers Mayor Swanson closed the public hearing.

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

RESOLUTION NO. 2011-37

A RESOLUTION OF THE CITY OF WILDOMAR, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR ZONE 3, LOCATIONS 7, 23, 24, 25, 29, 35, 42, 43, 45, 47 AND 49; ZONE 29, LOCATION 2; ZONE 30, LOCATIONS 1 AND 2; ZONE 42, ZONE 51; ZONE 52; ZONE 59; ZONE 62; ZONE 67; ZONE 71; AND ZONE 90; AND STREET LIGHTING ZONE 18, STREET LIGHTING ZONE 26, STREET LIGHTING ZONE 27, STREET LIGHTING ZONE 35, STREET LIGHTING ZONE 50, STREET LIGHTING ZONE 70, STREET LIGHTING ZONE 71

STREET LIGHTING ZONE 73, AND STREET LIGHTING ZONE 88 OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (HEREINAFTER "L&LMD NO. 89-1-C") AND LEVYING ASSESSMENTS ON ALL ASSESSABLE LOTS AND PARCELS OF LAND THEREIN WITHIN THE BOUNDARIES OF SAID ZONES AND STREET LIGHTING ZONES FOR FISCAL YEAR 2011-12

2.2 County Service Area Charges for FY 2011-12

City Clerk Lee read the title.

Mayor Swanson opened the public hearing.

Public Works Director D'Zmura presented the staff report.

There being no speakers Mayor Swanson closed the public hearing.

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

RESOLUTION NO. 2011 - 40
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING COUNTY SERVICE AREA CHARGES FOR
FISCAL YEAR 2011-12

MOTION carried, 5-0.

City Clerk Lee advised that Assistant City Manager Nordquist is not present in the Chambers yet for item #2.3, so item #2.4 will be taken at this time.

2.4 Five-Year Capital Improvement Program and Measure A Expenditure Plan (FY 2011/12 to 2015/16)

City Clerk Lee read the title.

Mayor Swanson opened the public hearing.

Public Works Director D'Zmura presented the staff report.

There being no speakers Mayor Swanson closed the public hearing.

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

RESOLUTION NO. 2011- 42
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ADOPTING A FIVE-YEAR CAPITAL
IMPROVEMENT PROGRAM FOR FISCAL YEARS 2011/12 TO
2015/16 AND AMENDING THE BUDGET FOR FISCAL YEAR
2011/2012

MOTION carried, 5-0.

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

RESOLUTION NO. 2011 - 43
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING THE MEASURE A
EXPENDITURE PLAN FOR FISCAL YEARS 2011/12 TO 2015/16

MOTION carried, 5-0.

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to approve the Measure A Expenditure Plan for Local Streets and Roads, and authorize the Public Works Director to submit the plans to the Riverside County Transportation Commission (RCTC); The Public Works Director or designee is also authorized to make adjustments to the Measure A Expenditure Plan, if needed, to reflect more current Measure A projections as obtained by RCTC.

MOTION carried, 5-0.

2.3 Trash Collection Services Liens

City Clerk Lee read the title.

Mayor Swanson opened the public hearing.

Assistant City Manager Nordquist presented the staff report.

There being no speakers Mayor Swanson opened the public hearing.

Councilman Cashman stated he does not think the Council should adopt this. It appears that if you are only one month in default they can place a lien on the property. There doesn't appear to be a minimum amount that triggers a lien. The contract with the waste haulers should spell this out.

Some of these liens are for services not provided, and that is not right because there could be no one living at the property. The contract should be reworked. Also, there is no exemption for self-haulers, and some of these properties could be on this lien list.

Mayor Swanson stated trash service is not automatic; it is something you sign up for.

Councilwoman Moore inquired if he had contacted Waste Management to ask all of these questions.

Councilman Cashman answered no because he heard it was a contractual obligation, and the contract would have to be looked at. He would like to know more about these liens.

Councilwoman Moore stated she did contact Waste Management and the list is from 2010, so it is not recent. Also, they can't stop picking up trash just because they are not paying their bill. As long as there is someone living there and putting trash out, they have to pick it up.

Councilman Cashman stated if there is no one living there they are still placing a lien on the property.

Mayor Swanson stated only if they signed up for service and then did not stop the service. You have to sign up for service and you also have to stop service.

Councilman Cashman stated there will be several people surprised to see this new lien on their property that the Council put there.

Councilwoman Moore stated these people have been notified several times to pay their bill, and they are not paying. They are very aware of this. She urged him to contact Waste Management.

Councilman Walker stated he is not in favor of putting liens on people's property. The trash hauler should take the trash cans away so they wouldn't be taking any more trash from the property and making the bill bigger.

Discussion ensued regarding the waste hauler contracts and how the lien process works; and have provisions in the contracts for self-haulers.

A MOTION was made by Mayor Pro Tem Benoit, seconded by

Councilwoman Moore, to adopt a Resolution entitled:

RESOLUTION NO. 2011 - 41
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AFFIRMING SPECIAL ASSESSMENTS AND LIENS
AGAINST PARCELS OF LAND FOR UNPAID AND DELINQUENT
CHARGES FOR TRASH COLLECTION SERVICES TO BE PLACED ON
THE PROPERTY TAX ROLLS

MOTION carried, 4-1, with Councilman Cashman dissenting.

3.0 GENERAL BUSINESS

3.1 Budget Reduction Plan

City Clerk Lee read the title.

City Manager Oviedo presented the staff report. He reviewed the impacts that SB 89 has had on the City, and the impacts to the other three new cities, with the fiscal impact to Wildomar being \$1.8 million. Staff is recommending that \$1.5 million is reduced in the Police budget. Staff has met with representatives of the Sheriff's Department and all have mutually agreed that it is not ideal, but it has to be done. The Police contract is the biggest hit to the City's budget.

SPEAKERS:

Gary Andre, resident, stated he is not in favor of cutting the Planning Commission. It is too important to the community.

Monty Goddard, resident, stated he is concerned about the cut to law enforcement and feels it will be non-existent. He also suggested that the parks have fences around them that can be locked up at night.

Sheryl Ade, resident, with donated minutes from Gerry Stevenson, stated eliminating the Planning Commission is not good and dangerous. It is also contrary to the foundation principles of cityhood. None of the Council Members have any understanding of their lawful duties because if they had, there would not have been the lawsuits. She does not feel the Council has read the General Plan cover to cover as she has more than once. She does not agree with cutting the stipends of the Council and she feels it will restrict who can serve on the Council.

Martha Bridges, resident, stated everyone has a copy of the letter she submitted regarding the budget reductions. She is opposed to the massive cut in Police Services. It is essential to the community. The CFA stated we should have 25 officers by now. Cutting Police at this time is detrimental. We need to compare the ratio of Officers to the population, not hours. Also, what is “temporary”, this has not been explained to the citizens. A hacksaw was taken to the budget and is not good for the public. The Planning Commission is absolutely essential to the community and should not be cut.

It was the consensus of the City Council to adjust the budget as follows:

<u>Department</u>	<u>Current Year</u>	<u>Recurring</u>
Police services	\$1,540,000	\$1,540,000
Fire	\$29,000	\$29,000
City Council-Eliminate Stipend	\$13,750	\$0
City Council-Medical Benefits	\$60,000	\$39,000
City Council-PERS Employee Share	\$1,100	\$1,100
City Council-1 Meeting Month	\$16,400	\$16,400
City Council-Meeting/Conferences	\$8,000	\$8,000
City Admin-Salary Reductions	\$17,600	\$22,800
City Admin-Unused Medical	\$14,400	\$14,400
City Clerk-Unused Medical	\$2,000	\$2,000
City Clerk-Defer Codification	\$20,000	\$20,000
Admin Services-Accounting	\$12,800	\$16,600
Admin Services-Meeting/Conferences	\$1,200	\$1,200
Non Departmental-SCAG Membership	\$3,000	\$0
Non Departmental-Lease	\$3,000	\$3,000
All Depts.-Cancel Life Insurance	\$15,000	\$15,000
Dev. Services – Contract bill rates	\$30,662	\$40,883
Planning Commission Merge	\$4,000	\$0
Planning/Building-Reduce hours	\$54,500	\$54,500
Code Enforcement-Reduce hours	\$10,500	\$10,500
Community Services	\$0	\$2,700

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to adopt the budget reductions plan for the remainder of FY 2011-2012, as outlined.

MOTION carried, 5-0.

3.2 Review of Grants Received

City Clerk Lee read the title.

City Manager Oviedo presented the staff report stating not all items listed are competitive grants, some are in-kind donations.

SPEAKERS:

Sheryl Ade, resident, stated she has concerns as to how this is being presented. Things that are not grants are being listed as grants. She also suggested that when using acronyms, please spell them out.

CITY MANAGER REPORT

There was nothing to report.

CITY ATTORNEY REPORT

There was nothing to report.

COUNCIL COMMUNICATIONS

Councilman Cashman stated the 10 year anniversary of the Library is July 30.

Councilwoman Moore stated July 29 is Wildomar night at the Storm Stadium.

Councilman Walker stated he recently vacationed in Canada where there is a tax that the people are fighting. So they have their problems, just like we do.

Mayor Swanson stated she just returned from Italy where she travelled with Rotary. They visited various cities and met Mayors from all over.

FUTURE AGENDA ITEMS

- *Trails
- *Regency Park and the School
- *Planning Matrix – Planning Commission authority

*Volunteer Citizen Patrol

ADJOURNMENT

There being no further business, at 8:24 p.m. Mayor Swanson declared the meeting adjourned.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Marsha Swanson
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.3
CONSENT CALENDAR
Meeting Date: August 10, 2011

TO: Mayor and City Council Members
FROM: Gary Nordquist, Assistant City Manager
SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated July 28, 2011 in the amount of \$29,647.23;
2. Warrant Register dated August 4, 2011 in the amount of \$710,082.55; and
3. Payroll Register dated August 5, 2011 in the amount of \$20,277.90.

DISCUSSION:

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

FISCAL IMPACT:

These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2010-11 and 2011-12 Budget.

Submitted by:

Approved by:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

ATTACHMENTS:

Voucher List 7/28/2011
Voucher List 8/4/2011
Payroll Warrant Register August 5, 2011

vchlist
07/28/2011 1:56:21PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200840	7/28/2011	000270 ADAMS LANDSCAPING INC.	56221		HERITAGE PARK MAINTENANCE	175.00
					Total :	175.00
200841	7/28/2011	000031 AFLAC, REMITTANCE PROCESSING, CE	076066		MEDICAL INSURANCE BENEFITS A	475.45
					Total :	475.45
200842	7/28/2011	000028 CALPERS	406		MEDICAL PREMIUM AUG 2011	5,837.82
					Total :	5,837.82
200643	7/28/2011	000307 CITY OF DESERT HOT SPRINGS	72111		LEAGUE OF CA CITIES DIV MTG 7/	80.00
					Total :	80.00
200844	7/28/2011	000022 EDISON	71611		CITY HALL ELECTRICAL SRVCS 5/1	2,863.06
					Total :	2,863.06
200845	7/28/2011	000012 ELSINORE VALLEY MUNICIPAL, WATER	5031004 5031005 5031006		WATER SRVCS HERITAGE 6/15-7/1/11 WATER SRVCS MARNA 6/15-7/13/11 WATER SRVCS MARNA 6/15-7/13/11	832.30 62.77 5,602.77
					Total :	6,497.84
200846	7/28/2011	000077 EXEC-U-CARE	72111		MEDICAL INSURANCE AUG 2011	1,235.65
					Total :	1,235.65
200847	7/28/2011	000024 GUARDIAN	71811		DENTAL/VISION BENEFITS AUG 20	1,038.35
					Total :	1,038.35
200848	7/28/2011	000297 L.P. PAINTING & WALLCOVERINGS	71911	0000020	PREP & PAINT CERVERA/CENTRAL	900.00
					Total :	900.00
200649	7/28/2011	000004 NAPLES PLAZA, LTD-OAK CREEK II, C/O	8111		CITY HALL MONTHLY LEASE AUG 2	10,114.58
					Total :	10,114.58
200850	7/28/2011	000049 NORTH COUNTY TIMES	2295426		PUBLIC HEARING NTCE- FEES/ASSE	121.76
					Total :	121.76
200851	7/28/2011	000185 PITNEY BOWES	72111		POSTAGE METER SUPPLIES	65.94

Page: 1

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
200651	7/28/2011	000185 000185 PITNEY BOWES			(Continued)	Total : 65.94
200652	7/28/2011	000025 WILLETTE, PAULA	72011		REIMB FOR GATE REPAIRS- HERIT.	241.80
						Total : 241.80
13 Vouchers for bank code : wf						Bank total : 29,647.23
13 Vouchers in this report						Total vouchers : 29,647.23

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200653	8/4/2011	000033 AMERICAN FORENSIC NURSES	60165		BLOOD DRAW	41.08
					Total :	41.08
200654	8/4/2011	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	JUNE11 JUNE11A		SHELTERING SERVICES JUNE 2011 ANIMAL CONTROL SERVICES JUN	8,055.00 5,600.00
					Total :	13,655.00
200655	8/4/2011	000008 AT&T MOBILITY	07282011		COUNCIL MOBILE PHONES 6/21-7/11	112.61
					Total :	112.61
200656	8/4/2011	000043 CHENG, MISTY	7/31/2011		ACCOUNTING SRVCS JULY 2011	5,984.00
					Total :	5,984.00
200657	8/4/2011	000047 COUNTY OF RIVERSIDE, SHERIFF'S DEPT	SH0000016848 SH0000017011 SH0000017071 SH0000017226 SH0000017265 SH0000017288 SH0000017293		CONTRACT RATE ADJUSTMENT FY CONTRACT LAW ENF. 4/7-5/4/11 BOOKING FEE MAY 2011 BOOKING FEE JUNE 2011 CONTRACT LAW ENF. 5/5-6/1/11 CONTRACT LAW ENF. 6/2-6/30/11 CONTRACT LAW ENF OVERTIME 5/11	64,503.15 10,830.46 1,184.78 1,415.13 281,299.16 320,054.40 30.33
					Total :	679,317.39
200658	8/4/2011	000002 CRYSTAL CLEAN MAINTENANCE	803		CITY HALL JANITORIAL SRVCS AUG	698.00
					Total :	698.00
200659	8/4/2011	000059 DIAMOND W. EVENTS	72011		CONTRACTUAL SERVICES JULY 2011	5,300.00
					Total :	5,300.00
200660	8/4/2011	000292 ENERSPECT MEDICAL SOLUTIONS	3775	0000018	CPR MANIKIN W/SOFT PAK/TRAINING	585.93
					Total :	585.93
200661	8/4/2011	000079 LAN WAN ENTERPRISE	40986		MAINTENANCE CONTRACT AUG 2011	450.00
					Total :	450.00
200662	8/4/2011	000008 WELLS FARGO PAYMENT REMITTANCE,	089701 08165220 2206121		FIRE STATION EXPENSES NON-DEPARTMENTAL CONFERENCE PUBLIC HEARING NOTICE- HELP W	132.50 20.86 505.95

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200662	8/4/2011	000006	WELLS FARGO PAYMENT REMITTANCE, (Continued)			
			2627		STAFF SHIRTS (REIMB BY STAFF)	289.82
			62211		CITY BIRTHDAY SUPPLIES	89.21
			62411		OFFICE SUPPLIES	40.15
			62711		NON-DEPARTMENTAL OFFICE SUP	28.08
			62711		PARK SUPPLIES	11.73
			62911		REFUND-2010 EMPG SUPPLIES	-90.26
			689714385		FIRE STATION EXPENSES	384.84
			71211		OFFICE SUPPLIES	110.63
			71311		REFUND- FINANCE OFFICE SUPPL	-38.73
			71311		CITY MANAGER MEETING SUPPLIE	13.99
			71311		CITY MANAGER MEETING SUPPLIE	80.17
			71411		QUICKBOOKS MONTHLY SUBSCRIB	20.97
			71411		COPIES OF FLYERS FOR PARK	28.41
			71611		GRAFFITI REMOVAL PAINT	8.15
			71811		OFFICE SUPPLIES	51.81
			7311		NON-DEPARTMENTAL OFFICE SUP	76.53
			7611		OFFICE SUPPLIES	58.39
			7711		NATIONAL EMERGENCY SUMMIT -	835.00
			B1-1943980		CODE ENF. SOFTWARE 6/1-8/30/11	357.39
					Total :	2,996.39
200663	8/4/2011	000039	WILDOMAR LITTLE LEAGUE			
			1009	0000027	ADULT SOFTBALL STAFF 5/1-5/31/1	480.00
			1010	0000027	ADULT SOFTBALL STAFF 6/1-6/27/1	1,280.00
			5511		CREDIT- LIGHTING USAGE 1/1-5/1/1	-797.85
					Total :	942.15
11 Vouchers for bank code : wf						Bank total : 710,082.55
11 Vouchers in this report						Total vouchers : 710,082.55

City of Wildomar
Payroll Warrant Register
August 5, 2011

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
8/1/2011	Payroll People	7/1-7/31/11 Council stipend	1,547.51
8/5/2011	Payroll People	7/16-7/29/11 Staff	18,730.39
		TOTAL	20,277.90

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #1.4

CONSENT CALENDAR

Meeting Date: August 10, 2011

TO: Mayor and City Council Members
FROM: Debbie A. Lee, City Clerk
SUBJECT: Designating the Time, Date, and Location of City Council Meetings

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, REPEALING AND REPLACING RESOLUTION NO. 2011-31 IN
REGARDS TO DESIGNATING THE TIME, DATE, AND LOCATION OF CITY
COUNCIL MEETINGS

DISCUSSION:

At that July 27, 2011 Council meeting the City Council discussed various budget cuts and consolidations in the wake of SB 89. One of the options discussed was consolidating Council meetings and only holding one regular meeting per month instead of two. After considering this option, it was the desire of the Council to move ahead with this option.

Should the Council adopt the Resolution changing the regular meeting schedule it will not preclude the Council from calling a special meeting if there is business which must be heard before the next regular meeting.

FISCAL IMPACT:

Cost savings are estimated at \$2,000.00 per meeting. This includes cost of agenda materials and contract Staff.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Frank Oviedo
City Manager

ATTACHMENTS:

- A. Resolution No. 2011-_____
- B. Resolution No. 2011-31

ATTACHMENT A

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND REPLACING RESOLUTION NO. 2011-31 IN REGARDS TO DESIGNATING THE TIME, DATE, AND LOCATION OF CITY COUNCIL MEETINGS

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES RESOLVE AS FOLLOWS:

Resolution No. 2011-31 is hereby repealed in its entirety and replaced as follows:

SECTION 3. TIME OF REGULAR MEETINGS

The regular meetings of the City Council shall be held on the second Wednesday of each month, at the hour of 6:30 p.m., unless the same shall be a legal holiday, in which event such regular meeting shall be held on the next succeeding day.”

PASSED, APPROVED, AND ADOPTED this 10th day of August, 2011.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

ATTACHMENT B

RESOLUTION NO. 2011 - 31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND REPLACING SECTION 3 OF RESOLUTION NO. 2011-05 IN REGARDS TO DESIGNATING THE TIME, DATE, AND LOCATION OF CITY COUNCIL MEETINGS

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES RESOLVE AS FOLLOWS:

Section 3 of Resolution No. 2011-05 is hereby repealed in its entirety and replaced as follows:

SECTION 3. TIME OF REGULAR MEETINGS

The regular meetings of the City Council shall be held on the second and fourth Wednesdays of each month, except for August and December, at the hour of 6:30 p.m., unless the same shall be a legal holiday, in which event such regular meeting shall be held on the next succeeding day. In the months of August and December only one regular meeting shall be held on the second Wednesday of the month at 6:30 p.m., unless the same shall be a legal holiday, in which event such regular meeting shall be held on the next succeeding day."

PASSED, APPROVED, AND ADOPTED this 8th day of June, 2011.



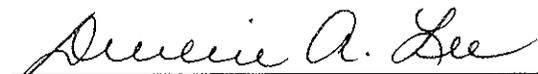
Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:



Julie Hayward Biggs
City Attorney



Debbie A. Lee, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)

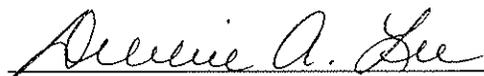
I, Debbie A. Lee, CMC, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2011 - 31 was duly adopted at a regular meeting held on June 8, 2011, by the City Council of the City of Wildomar, California, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None



Debbie A. Lee, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: August 10, 2011

TO: Mayor and City Council Members
FROM: Tim D’Zmura, Public Works Director
SUBJECT: Tract 23310 Drainage Easements

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE
CERTIFICATES OF ACCEPTANCE FOR FOUR DRAINAGE EASEMENTS
RELATED TO TRACT 23310

2. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ORDERING THE SUMMARY VACATION OF A DRAINAGE
EASEMENT OVER LOT 150 OF TRACT 23310

And

3. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE
QUITCLAIM DEEDS FOR SEVEN DRAINAGE EASEMENTS TO THE
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT

BACKGROUND:

As part of the development of Tract 23310 (Attachment 1 - Site Location Map), the developer, Ryland Homes of California, was required to construct storm drain improvements to be operated and maintained by the Riverside County Flood Control and Water Conservation District (RCFCWCD). The developer has completed the improvements, known to RCFCWCD as the Murrieta Valley-El Diamante Circle Storm Drain Line H, Murrieta Valley-Amatista Avenue Storm Drain Lateral 1IJ, Murrieta Valley-Amatista Avenue Storm Drain Line IJ, and Murrieta Valley-Amatista Avenue Storm Drain. Drainage easements for these storm drains were either offered for dedication on the final map for the development, or dedicated on a separate grant deed. RCFCWCD has requested that the City accept the offered drainage easements and quitclaim all drainage easements to RCFCWCD. This is required in order for RCFCWCD to accept the storm drains for operation and maintenance.

There are four drainage easements that were offered to the County of Riverside for public use over Lots 29, 128, 150, and 307 on the project's final map (Map Book 297, Pages 4-12). The County of Riverside did not accept the offer of dedication of drainage easements at the time of map recordation in August 2000. Since the City of Wildomar has incorporated, RCFCWCD is requiring the City to accept these dedications and quitclaim them to RCFCWCD before they will accept the storm drains for operation and maintenance. With the exception of the drainage easement over Lot 150, all of these easements will be quitclaimed to RCFCWCD in their entirety. RCFCWCD has determined that a portion of the easement on Lot 150 is not needed for operation and maintenance of the storm drain. For that reason, the City needs to vacate the unnecessary portion of the drainage easement over Lot 150 and quitclaim the remaining portion of that drainage easement to RCFCWCD.

Additionally, there are three drainage easements required for Tract 23310 that were granted to the County of Riverside by separate instruments. Since the City of Wildomar has incorporated, RCFCWCD is requiring the City to quitclaim these easements to RCFCWCD before they will accept the storm drains for operation and maintenance.

In order to accomplish the transfer of these properties to RCFCWCD, the Council needs to adopt these three resolutions. The first resolution (Attachment 2) accepts the drainage easements that were offered on the recorded final map. The acceptance certificates are included as Attachment 3. The second resolution (Attachment 4) summarily vacates a portion of the drainage easement over Lot 150 that is not necessary. In accordance with Chapter 4, Part 3, of Division 9 of Streets and Highways Code (Section 8333), the portion of the easement described in the resolution is excess and no other public facilities are located within the easement. The third and final resolution (Attachment 5)

quitclaims the easements to RCFCWCD. The quitclaim documents are in Attachment 6.

FISCAL IMPACTS:

The City will not incur any additional costs by accepting and quitclaiming these easements to RCFCWCD. Ryland Homes of California is responsible for the cost to prepare and record these documents, and RCFCWCD is accepting responsibility for operation and maintenance of the storm drain facilities.

Submitted by:

Approved by:

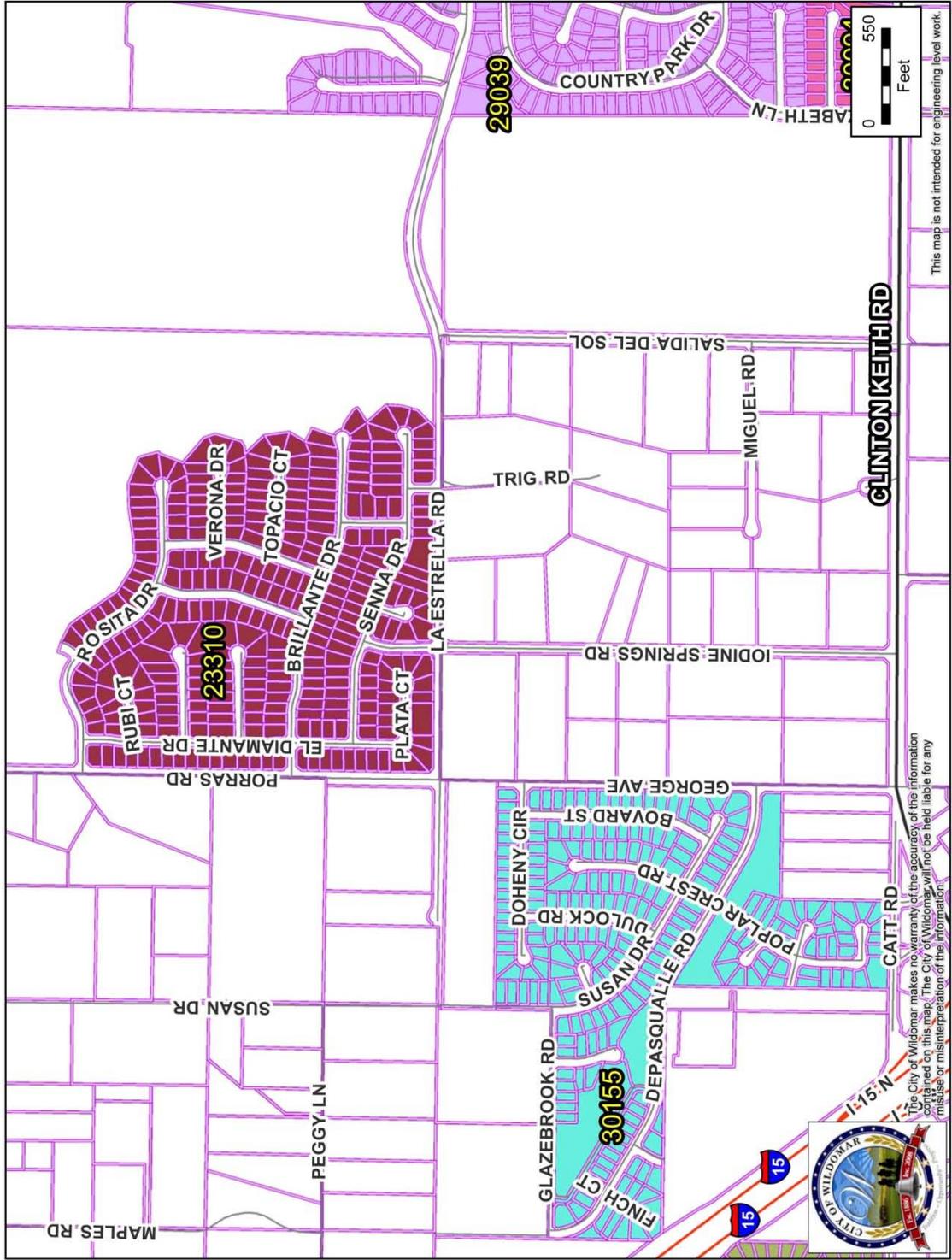
Tim D’Zmura
Public Works Director

Frank Oviedo
City Manager

ATTACHMENTS:

1. Site Location Map
2. Resolution Accepting Drainage Easements
3. Certificates of acceptance for drainage easements for Tract 23310
4. Resolution Summarily Vacating a Drainage Easement
5. Resolution Quitclaiming Drainage Easements
6. Quitclaim deeds for drainage easements

ATTACHMENT 1



23310

30155

29039



The City of Wildomar makes no warranty of the accuracy of the information contained on this map. The City of Wildomar will not be held liable for any mistake or misinterpretation of the information.

This map is not intended for engineering level work.

ATTACHMENT 2

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO EXECUTE CERTIFICATES OF ACCEPTANCE
FOR FOUR DRAINAGE EASEMENTS RELATED TO TRACT 23310

WHEREAS, as part of the development of Tract 23310, Ryland Homes of California is required to construct storm drain improvements to be operated and maintained by the Riverside County Flood Control and Water Conservation District (RCFCWCD); and

WHEREAS, the subdivider offered drainage easements to the County of Riverside on the final map for Tract No. 23310; and

WHEREAS, the County of Riverside did not accept the drainage easements with recordation of the final map for Tract No. 23310; and

WHEREAS, Government Code Section 66477.2 allows the City of Wildomar to accept the offer of dedication at later dates; and

WHEREAS, Ryland Homes of California has completed the required storm drain improvements and RCFCWCD has requested that the City accept four easements and quitclaim them to RCFCWCD.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on August 10, 2011, that the previous rejection of the drainage easements on Lots 29, 128, 150, and 307 of Tract No. 23310 is rescinded, and the City Manager execute and record certificates of acceptance for these drainage easements.

PASSED, APPROVED, AND ADOPTED this 10th day of August, 2011.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

ATTACHMENT 3

Recorded at request of, and return to:
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Murrieta Valley-El Diamante Circle SD (Line H)
Project No.: 7-0-00162
Tract No. 23310

RCFC Parcel No. 7162-501

CERTIFICATE OF ACCEPTANCE

The drainage easement for construction and maintenance of drainage facilities over Lot 29 of Tract No. 23310, recorded in Map Book 297, Pages 4 and 12 inclusive, records of the Recorder's Office, Riverside County, State of California is hereby accepted by the CITY OF WILDOMAR, as ordered by the City Council of the City of Wildomar on August 10, 2011

CITY OF WILDOMAR, a municipal corporation:

Date _____

By: _____
FRANK OVIEDO, City Manager

ATTESTS:

Debbie A. Lee, CMC,
Clerk to the City of Wildomar

By: _____
City Clerk

(SEAL)

Recorded at request of, and return to:
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Murrieta Valley Amatista Avenue SD (Lat. 11J)
Project No.: 7-0-00163
Tract No. 23310

RCFC Parcel No. 7163-503A, 503B

CERTIFICATE OF ACCEPTANCE

The drainage easements for construction and maintenance of drainage facilities over Lot 128 of Tract No. 23310, recorded in Map Book 297, Pages 4 and 12 inclusive, records of the Recorder's Office, Riverside County, State of California is hereby accepted by the CITY OF WILDOMAR, as ordered by the City Council of the City of Wildomar on August 10, 2011

CITY OF WILDOMAR, a municipal corporation:

Date _____

By: _____
FRANK OVIEDO, City Manager

ATTESTS:

Debbie A. Lee, CMC,
Clerk to the City of Wildomar

By: _____
City Clerk

(SEAL)

Recorded at request of, and return to:
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Murrieta Valley-Amatista Avenue SD (Line IJ)
Project No.: 7-0-00163
Tract No. 23310

RCFC Parcel No. 7163-502

CERTIFICATE OF ACCEPTANCE

The drainage easement for construction and maintenance of drainage facilities over Lot 307 of Tract No. 23310, recorded in Map Book 297, Pages 4 and 12 inclusive, records of the Recorder's Office, Riverside County, State of California is hereby accepted by the CITY OF WILDOMAR, as ordered by the City Council of the City of Wildomar on August 10, 2011

CITY OF WILDOMAR, a municipal corporation:

Date _____

By: _____
FRANK OVIEDO, City Manager

ATTESTS:

Debbie A. Lee, CMC,
Clerk to the City of Wildomar

By: _____
City Clerk

(SEAL)

Recorded at request of, and return to:
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Murrieta Valley-Amatista Avenue SD (Line IJ)
Project No.: 7-0-00163
Tract No. 23310

RCFC Parcel No. 7162-500

CERTIFICATE OF ACCEPTANCE

The drainage easement for construction and maintenance of drainage facilities over Lot 150 of Tract No. 23310, recorded in Map Book 297, Pages 4 and 12 inclusive, records of the Recorder's Office, Riverside County, State of California is hereby accepted by the CITY OF WILDOMAR, as ordered by the City Council of the City of Wildomar on August 10, 2011

CITY OF WILDOMAR, a municipal corporation:

Date _____

By: _____
FRANK OVIEDO, City Manager

ATTESTS:

Debbie A. Lee, CMC,
Clerk to the City of Wildomar

By: _____
City Clerk

(SEAL)

ATTACHMENT 4

RESOLUTION NO. 2011 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
ORDERING THE SUMMARY VACATION OF A DRAINAGE EASEMENT OVER LOT 150 OF
TRACT 23310**

WHEREAS, as part of the development of Tract 23310, Ryland Homes of California is required to construct storm drain improvements to be operated and maintained by the Riverside County Flood Control and Water Conservation District (RCFCWCD); and

WHEREAS, on August 10, 2011, the City Council authorized the City Manager to execute and record certificates accepting four drainage easements offered on the final map on Lots 29, 128, 150, and 307 of Tract No. 23310; and

WHEREAS, the portion of the drainage easement over Lot 150 as described in the attached Exhibit 'A' and Exhibit 'B' is excess and does not contain any public facilities; and

WHEREAS, Ryland Homes of California has completed the required storm drain improvements and RCFCWCD has requested that the City vacate the portion of the drainage easement over Lot 150 as described in the attached Exhibit 'A' and Exhibit 'B', and quitclaim the remaining portion to RCFCWCD.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on August 10, 2011, as follows:

Section 1 That pursuant to the provisions of Chapter 4, Part 3, of Division 9 of the Streets and Highways Code of the State of California, designation the "Public Streets, Highways, and Service Easements Vacation Law," the portion of the drainage easement on Lot 150 of Tract Number 23310 as described in the attached Exhibit 'A' and Exhibit 'B' and made a part hereof is summarily vacated and abandoned.

Section 2 That from and after the date the resolution is recorded, the drainage easement vacated by this resolution no longer constitutes a drainage easement.

Section 3 That the City Clerk of the City of Wildomar, California, shall cause a certified copy of this resolution to be recorded in the Office of the Recorder for the County of Riverside, California.

PASSED, APPROVED, AND ADOPTED this 10th day of August, 2011.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

DRAINAGE EASEMENT ABANDONMENT

That portion of a Drainage Easement as shown as a portion of Lot 150 on Tract No. 23310, Filed in Book 297, Pages 4 through 12 inclusive, of Maps, Records of Riverside County, located in Section 31, Township 6 South, Range 3 West, S.B.M., in the County of Riverside, State of California and being more particularly described as follows.

Commencing at the southeast corner of said Lot 150; thence along the south line of said Lot South $88^{\circ}52'02''$ West, 48.00 feet to a line parallel with and distant 24.00 feet easterly from the west line of said Lot and being the **True Point of Beginning**; thence along said parallel line North $01^{\circ}07'58''$ West, 80.00 feet; thence North $64^{\circ}14'37''$ East, 52.80 feet to the east line of said Lot; thence along said east line North $01^{\circ}07'58''$ West, 37.00 feet to the north line of said Lot; thence along said north line South $88^{\circ}52'02''$ East, 72.00 feet to said west line; thence along said west line South $01^{\circ}07'58''$ East, 139.00 feet to said south line; thence along said south line North $88^{\circ}52'02''$ East, 24.00 feet to the **True Point of Beginning**.

Excepting therefrom the westerly 24.00 feet of said Lot 150.

The above described parcel contains 2304 square feet more or less.

See Exhibit 'B' attached hereto and made apart hereof.

PSOMAS

1
2
3 This legal description is not intended for use in the division and/or conveyance of land in
4 violation of the subdivision map act of the State of California
5

6
7
8 Clifford A. Simental

9 Clifford A. Simental PLS 5022

SEP. 27, 2010

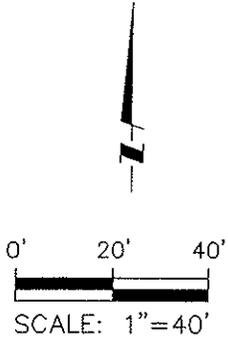
Date

10 Expires 12/31/2011
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35



EXHIBIT 'B'

DRAINAGE EASEMENT ABANDONMENT



REFERENCE

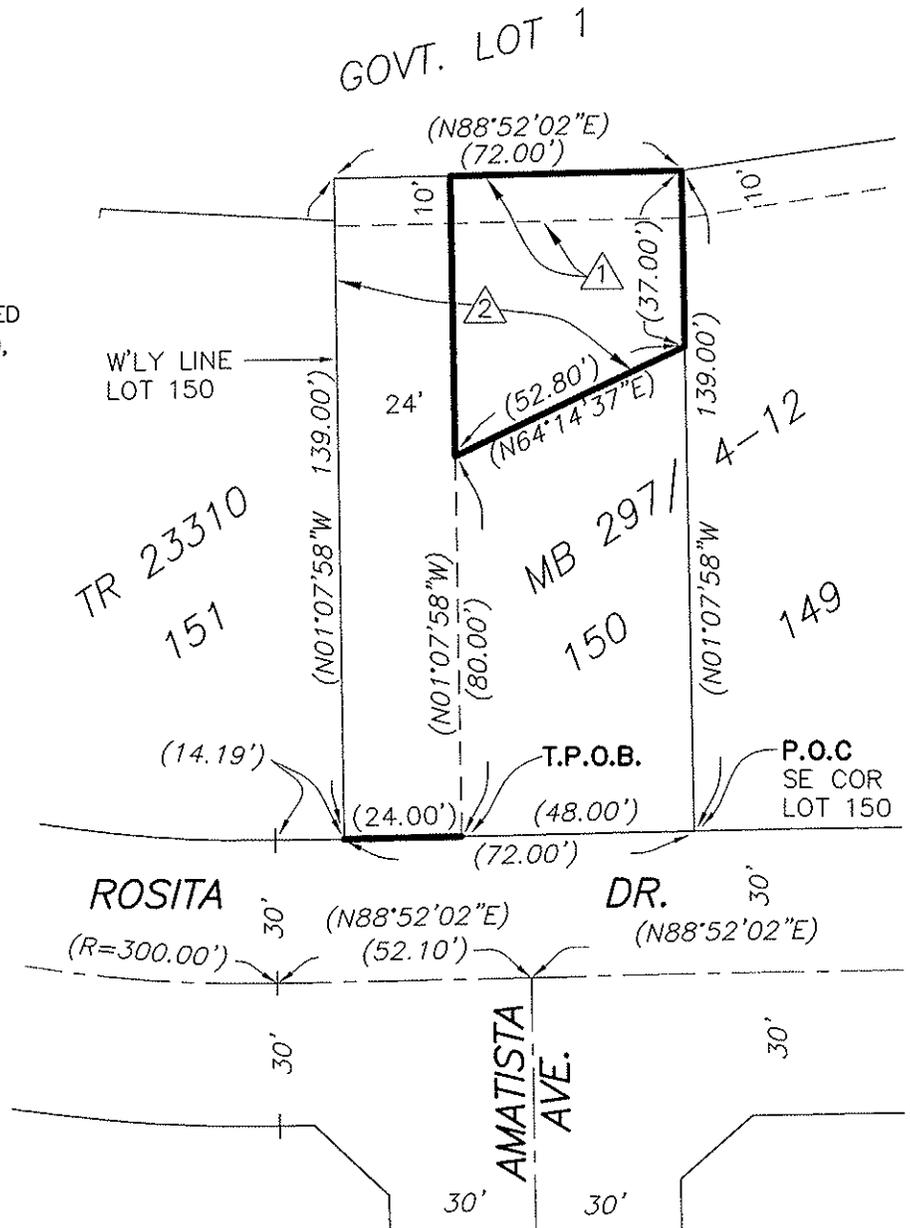
() INDICATES RECORD AND MEASURED DATA PER TRACT MAP NO. 23310, MB 297, PAGES 4 THROUGH 12 INCLUSIVE

LEGEND

- DRAINAGE ESMT BNDY
- PROPERTY LINES
- EXISTING EASEMENT

EASEMENT NOTES:

- ① PRIVATE DRAINAGE EASEMENT AS SHOWN ON TRACT 23310, MB 297 PAGES 4 THROUGH 12, INCLUSIVE
- ② DRAINAGE EASEMENT DEDICATED FOR PUBLIC USE AS SHOWN ON TRACT 23310, MB 297 PAGES 4 THROUGH 12, INCLUSIVE



THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECTION:

Clifford A. Simental SEP 27 2010
 CLIFFORD A. SIMENTAL, PLS 5022 DATE

SHEET 1 OF 1
SCALE: 1" = 40'
DRAFTED: AAP
CHECKED: SMS
DATE: 09/16/2010
JOB NO: 4RYL010301

LOCATION:
 PORTION OF LOT 150, TRACT NO. 23310, MB 297, PAGES 4 THROUGH 12, INCLUSIVE, OF MAPS.

PSOMAS
 2010 Iowa Avenue #101
 Riverside, California 92507
 (951) 787-8421 www.psomas.com

ATTACHMENT 5

RESOLUTION NO. 2011 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE QUITCLAIM
DEEDS FOR SEVEN DRAINAGE EASEMENTS TO THE RIVERSIDE COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

WHEREAS, as part of the development of Tract 23310, Ryland Homes of California is required to construct storm drain improvements to be operated and maintained by the Riverside County Flood Control and Water Conservation District (RCFCWCD); and

WHEREAS, on August 10, 2011, the City Council authorized the City Manager to execute and record certificates accepting four drainage easements offered on the final map on Lots 29, 128, 150, and 307 of Tract No. 23310; and

WHEREAS, three drainage easements were dedicated to the County of Riverside for storm drain improvements per easement grants recorded as Instrument Numbers 2000-391597, 2000-075090, and 2000-034930 in the Official Records of Riverside County, California; and

WHEREAS, Ryland Homes of California has completed the required storm drain improvements and RCFCWCD has requested that the City accept seven drainage easements and quitclaim them to RCFCWCD.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on August 10, 2011, that the City Manager execute quitclaim deeds to the RCFCWCD for the drainage easements.

PASSED, APPROVED, AND ADOPTED this 10th day of August, 2011.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

ATTACHMENT 6

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Murrieta Valley-El Diamante Circle SD (Line H)
Project No.: 7-0-00162
Tract No. 23310

RCFC Parcel No. 7162-501

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF WILDOMAR, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT all right, title and interest in and to an easement, situated in the City of Wildomar, County of Riverside, State of California, described in:

The drainage easement for construction and maintenance of drainage facilities over Lot 29 of Tract No. 23310, recorded in Map Book 297, Pages 4 through 12 inclusive, records of the Recorder's Office, Riverside County, State of California, as shown as Exhibit "A", attached for reference purposes only.

CITY OF WILDOMAR, a municipal corporation:

Date _____

By: _____
FRANK OVIEDO, City Manager

State of California)
County of Riverside)
City of Wildomar)

On _____, before me, Debbie A. Lee, City Clerk, personally appeared Frank Oiedo, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

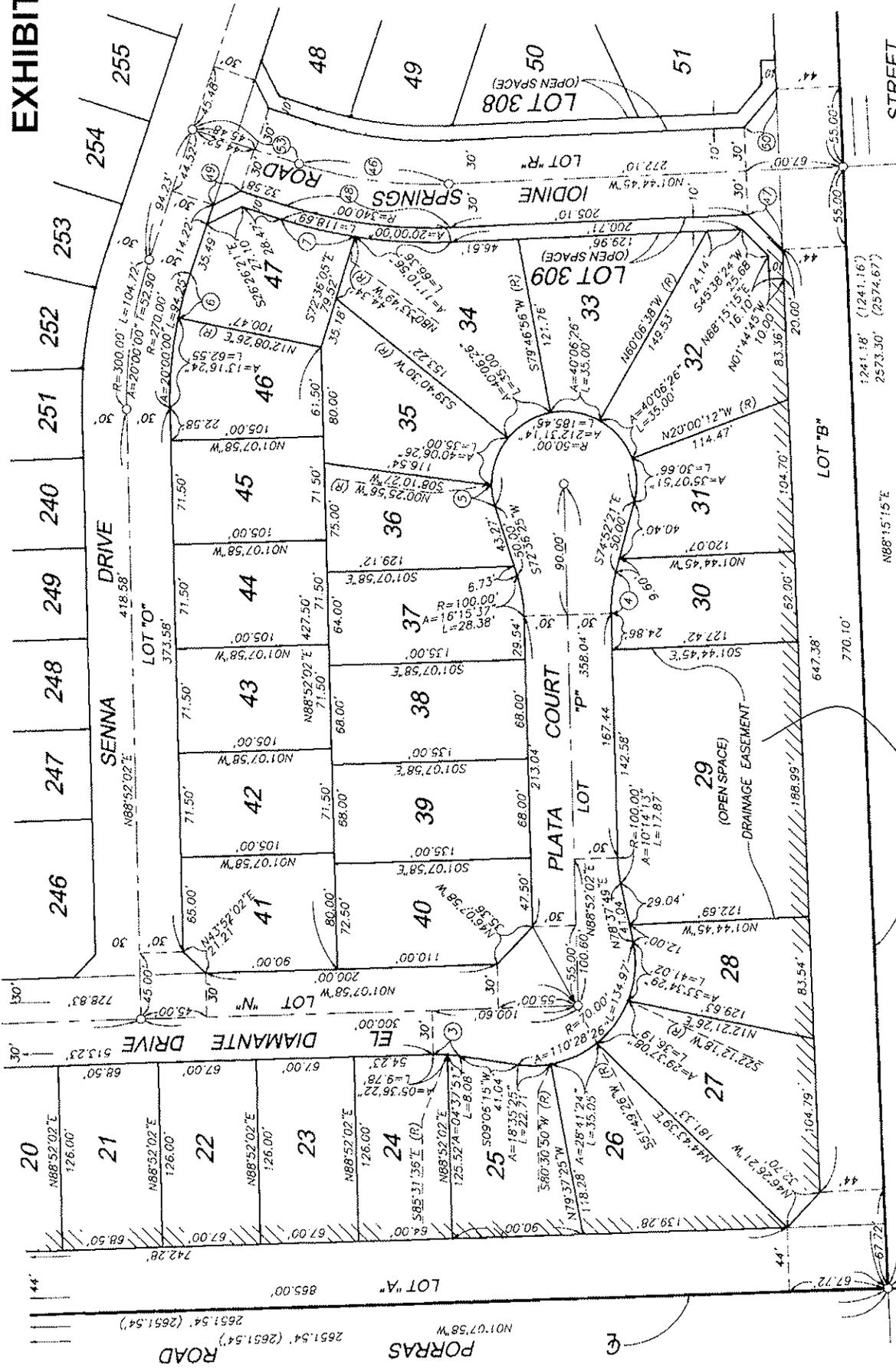
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and office seal.

Debbie A. Lee, City Clerk, City of Wildomar
APN 362-531-013

EXHIBIT "A"

N.T.S.



- COURSE DATA**
- ③ R=100.00' A=10°14'13" L=17.86'
 - ④ R=100.00' A=16°15'37" L=28.38'
 - ⑥ R=270.00' A=06°43'36" L=31.70'
 - ⑦ R=340.00' A=08°49'04" L=52.33'
 - ④⑥ R=300.00' A=20°00'00" L=104.72' T=52.90'
 - ④⑧ N45°38'24"E 33.97'
 - ④⑧ R=330.00' A=20°00'00" L=115.19' T=58.19'
 - ④⑨ N26°26'21"W 21.10'
 - ⑤③ N49°07'54"W 33.97'
 - ⑤③ N18°15'15"E 77.10'

7162-501

TRACT MAP 23310
MB 297/4-12

Fd. 1" I.P. Toggled L.S. 3316, Up 0.4'
per P.S. 6077 for W1/4 Cor. Sec. 31.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF WILDOMAR to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Murrieta Valley – El Diamante Circle SD
Project No. 7-0-00162
APN: 362-531-013
RCFC Parcel No. 7162-501

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Murrieta Valley Amatista Avenue SD (Lat. 11J)
Project No.: 7-0-00163
Tract No. 23310

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF WILDOMAR, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT all right, title and interest in and to easement, situated in the City of Wildomar, County of Riverside, State of California, described in:

Parcel No. 7163-503A

The drainage easement for construction and maintenance of drainage facilities on Lot 128 of Tract No. 23310, recorded in Map Book 297, Pages 4 through 12 inclusive, records of the Recorder's Office, Riverside County, State of California, as shown as Exhibit "A", attached for reference purposes only.

Parcel No. 7163-503B

The drainage easement for construction and maintenance of drainage facilities on Lot 128 of Tract No. 23310, recorded in Map Book 297, Pages 4 through 12 inclusive, records of the Recorder's Office, Riverside County, State of California, as shown as Exhibit "A", attached for reference purposes only.

CITY OF WILDOMAR, a municipal corporation:

Date _____

By: _____
FRANK OVIEDO, City Manager

Page 2
Quitclaim Deed
Murrieta Valley-Amatista Avenue SD (Lat. 11J)
Parcel Nos. 7163-503A & 7163-503B

State of California)
County of Riverside)
City of Wildomar)

On _____, before me, Debbie A. Lee, City Clerk, personally appeared Frank Oiedo, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 office seal.

Debbie A. Lee, City Clerk, City of Wildomar

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF WILDOMAR to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Murrieta Valley – Amatista Avenue SD
Project No. 7-0-00163
APN: 362-550-042
RCFC Parcel Nos. 7163-503A & 7163-503B

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Murrieta Valley-Amatista Avenue SD (Line IJ)
Project No.: 7-0-00163
Tract No. 23310

RCFC Parcel No. 7163-500

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF WILDOMAR, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT all right, title and interest in and to that portion of the drainage easement for construction and maintenance of drainage facilities, situated in the City of Wildomar, County of Riverside, State of California, as described in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof.

CITY OF WILDOMAR, a municipal corporation:

Date _____

By: _____
FRANK OVIEDO, City Manager

State of California)
County of Riverside)
City of Wildomar)

On _____, before me, Debbie A. Lee, City Clerk, personally appeared Frank Oiedo, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 office seal.

Debbie A. Lee, City Clerk, City of Wildomar

PSOMAS

EXHIBIT 'A'
LEGAL DESCRIPTION
MAINTENANCE EASEMENT

That portion of Lot 150 as shown on Tract No. 23310, Filed in Book 297, Pages 4 through 12 inclusive, of Maps, Records of Riverside County, located in Section 31, Township 6 South, Range 3 West, S.B.M., in the County of Riverside, State of California and being more particularly described as follows.

The westerly 24.00 feet of said Lot 150.

The above described parcel contains 3,336 square feet more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description is not intended for use in the division and/or conveyance of land in violation of the subdivision map act of the State of California



Clifford A. Simental PLS 5022

SEP. 2, 2010

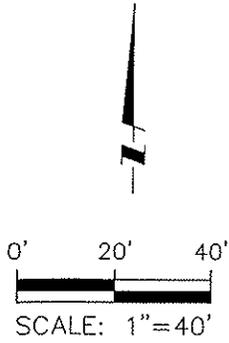
Date



Expires 12/31/2011

EXHIBIT 'B'

MAINTENANCE EASEMENT



REFERENCE

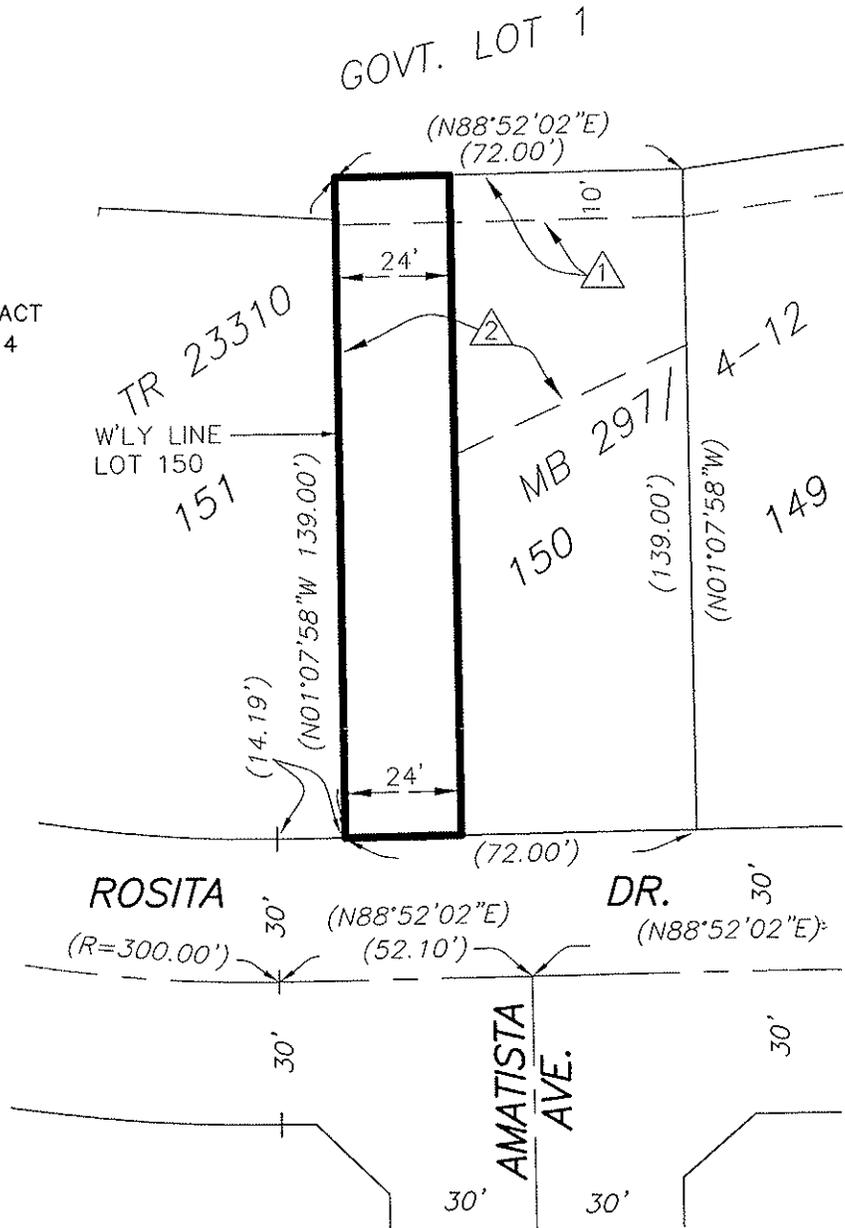
() INDICATES RECORD DATA PER TRACT
 MAP NO. 23310, MB 297, PAGES 4
 THROUGH 12, INCLUSIVE

LEGEND

- MAINTENANCE ESMT BNDY
- PROPERTY LINES
- EXISTING EASEMENT

EASEMENT NOTES:

- ① PRIVATE DRAINAGE EASEMENT
 AS SHOWN ON TRACT 23310,
 MB 297 PAGES 4 THROUGH 12,
 INCLUSIVE
- ② DRAINAGE EASEMENT DEDICATED
 FOR PUBLIC USE AS SHOWN ON
 TRACT 23310, MB 297 PAGES 4
 THROUGH 12, INCLUSIVE



THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECTION:

Clifford A. Simental SEP. 2, 2010
 CLIFFORD A. SIMENTAL, PLS 5022 DATE

SHEET 1 OF 1
SCALE: 1" = 40'
DRAFTED: AAP
CHECKED: SMS
DATE: 08/30/2010
JOB NO: 4RYL010100

LOCATION:
 PORTION OF LOT 150, TRACT NO. 23310, MB 297, PAGES
 4 THROUGH 12, INCLUSIVE, OF MAPS.

PSOMAS
 2010 Iowa Avenue #101
 Riverside, California 92507
 (951) 787-8421 www.psomas.com

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF WILDOMAR to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Murrieta Valley – Amatista Avenue SD
Project No. 7-0-00163
APN: 362-531-003
RCFC Parcel No. 7163-500

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Murrieta Valley-Amatista Avenue SD (Line IJ)
Project No.: 7-0-00163
Tract No. 23310

RCFC Parcel No. 7163-502

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF WILDOMAR, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT all right, title and interest in and to an easement, situated in the City of Wildomar, County of Riverside, State of California, described in:

The drainage easement for construction and maintenance of drainage facilities over Lot 307 of Tract No. 23310, recorded in Map Book 297, Pages 4 through 12 inclusive, records of the Recorder's Office, Riverside County, State of California, as shown as Exhibit "A", attached for reference purposes only.

CITY OF WILDOMAR, a municipal corporation:

Date _____

By: _____
FRANK OVIEDO, City Manager

State of California)
County of Riverside)
City of Wildomar)

On _____, before me, Debbie A. Lee, City Clerk, personally appeared Frank Oiedo, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 office seal.

Debbie A. Lee, City Clerk, City of Wildomar

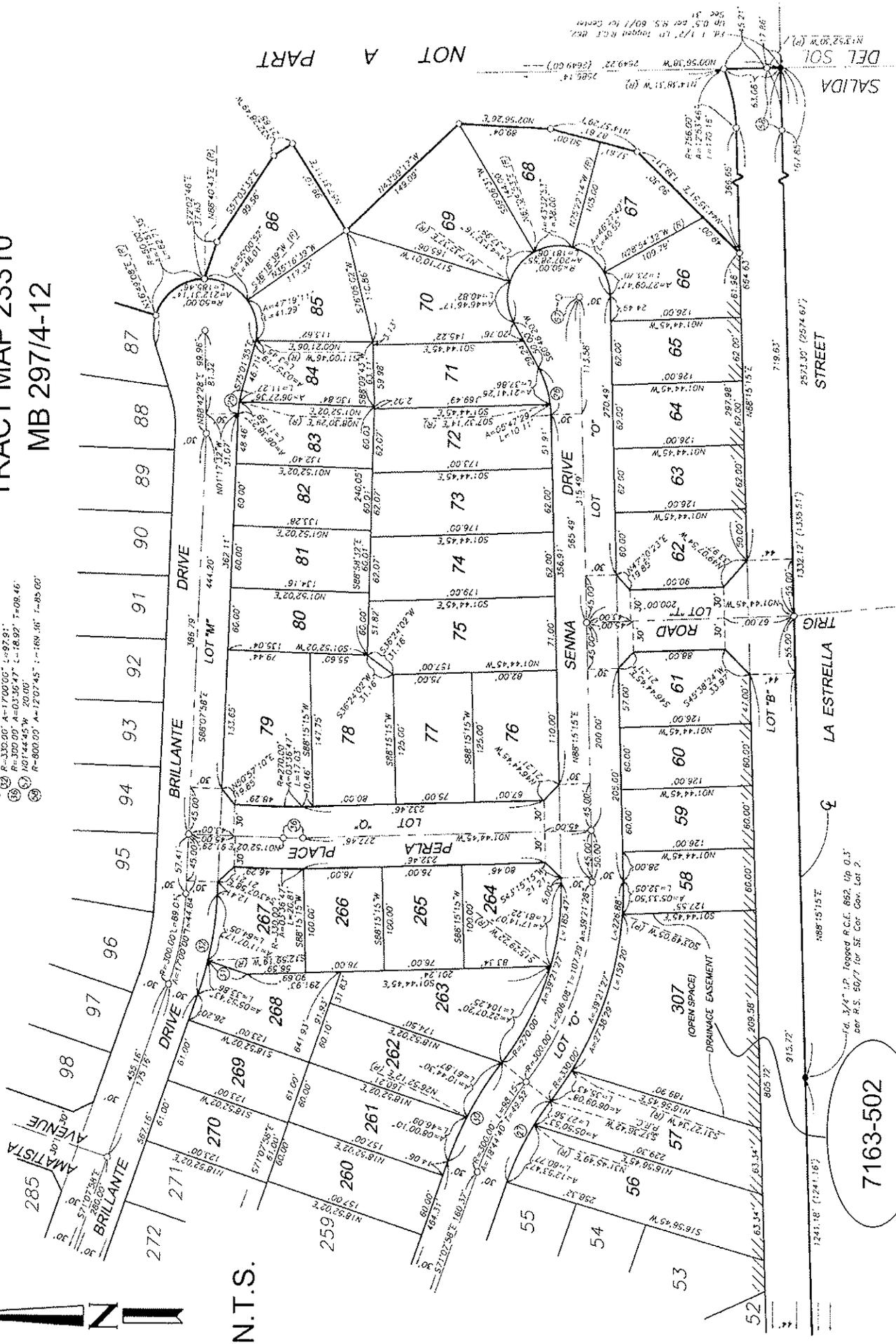
APN 362-541-003

EXHIBIT "A"

TRACT MAP 23310
MB 297/4-12

COURSE DATA

- ① P=100.00' A=137.06°03' L=22.86'
- ② P=100.00' A=27.28°55' L=47.02'
- ③ P=270.00' A=16°44'40" L=98.33'
- ④ P=330.00' A=18°44'40" L=102.96'
- ⑤ N18°52'02" E 38.85'
- ⑥ P=330.00' A=17°00'00" L=97.91'
- ⑦ P=300.00' A=03°36'47" L=58.92' T=08.46'
- ⑧ N01°44'45" W 20.00'
- ⑨ R=600.00' A=12°07'45" L=149.36' L=85.00'



N.T.S.

7163-502

1/4" L.P. Proposed P.C.E. 862, 1/10 0.3;
per H.S. 50/7 for SE Cor. Lot 2.

DEL SOL
N 53°22'00" W (9) 256.14
N 11°57'31" W (R) 254.92 (649.00)
1/4" L.P. Proposed P.C.E. 862,
per H.S. 50/7 for SE Cor.

SALIDA

STREET

LA ESTRELLA

TRIG

SENA DRIVE

BRILLANTE DRIVE

AMATISTA AVENUE

PERLA PLACE

LOT "A"

LOT "B"

LOT "C"

LOT "D"

LOT "E"

LOT "F"

LOT "G"

LOT "H"

LOT "I"

LOT "J"

LOT "K"

LOT "L"

LOT "M"

LOT "N"

LOT "O"

LOT "P"

LOT "Q"

LOT "R"

LOT "S"

LOT "T"

LOT "U"

LOT "V"

LOT "W"

LOT "X"

LOT "Y"

LOT "Z"

LOT "AA"

LOT "AB"

LOT "AC"

LOT "AD"

LOT "AE"

LOT "AF"

LOT "AG"

LOT "AH"

LOT "AI"

LOT "AJ"

LOT "AK"

LOT "AL"

LOT "AM"

LOT "AN"

LOT "AO"

LOT "AP"

LOT "AQ"

LOT "AR"

LOT "AS"

LOT "AT"

LOT "AU"

LOT "AV"

LOT "AW"

LOT "AX"

LOT "AY"

LOT "AZ"

LOT "BA"

LOT "BB"

LOT "BC"

LOT "BD"

LOT "BE"

LOT "BF"

LOT "BG"

LOT "BH"

LOT "BI"

LOT "BJ"

LOT "BK"

LOT "BL"

LOT "BM"

LOT "BN"

LOT "BO"

LOT "BP"

LOT "BQ"

LOT "BR"

LOT "BS"

LOT "BT"

LOT "BU"

LOT "BV"

LOT "BW"

LOT "BX"

LOT "BY"

LOT "BZ"

LOT "CA"

LOT "CB"

LOT "CC"

LOT "CD"

LOT "CE"

LOT "CF"

LOT "CG"

LOT "CH"

LOT "CI"

LOT "CJ"

LOT "CK"

LOT "CL"

LOT "CM"

LOT "CN"

LOT "CO"

LOT "CP"

LOT "CQ"

LOT "CR"

LOT "CS"

LOT "CT"

LOT "CU"

LOT "CV"

LOT "CW"

LOT "CX"

LOT "CY"

LOT "CZ"

LOT "DA"

LOT "DB"

LOT "DC"

LOT "DD"

LOT "DE"

LOT "DF"

LOT "DG"

LOT "DH"

LOT "DI"

LOT "DJ"

LOT "DK"

LOT "DL"

LOT "DM"

LOT "DN"

LOT "DO"

LOT "DP"

LOT "DQ"

LOT "DR"

LOT "DS"

LOT "DT"

LOT "DU"

LOT "DV"

LOT "DW"

LOT "DX"

LOT "DY"

LOT "DZ"

LOT "EA"

LOT "EB"

LOT "EC"

LOT "ED"

LOT "EE"

LOT "EF"

LOT "EG"

LOT "EH"

LOT "EI"

LOT "EJ"

LOT "EK"

LOT "EL"

LOT "EM"

LOT "EN"

LOT "EO"

LOT "EP"

LOT "EQ"

LOT "ER"

LOT "ES"

LOT "ET"

LOT "EU"

LOT "EV"

LOT "EW"

LOT "EX"

LOT "EY"

LOT "EZ"

LOT "FA"

LOT "FB"

LOT "FC"

LOT "FD"

LOT "FE"

LOT "FF"

LOT "FG"

LOT "FH"

LOT "FI"

LOT "FJ"

LOT "FK"

LOT "FL"

LOT "FM"

LOT "FN"

LOT "FO"

LOT "FP"

LOT "FQ"

LOT "FR"

LOT "FS"

LOT "FT"

LOT "FU"

LOT "FV"

LOT "FW"

LOT "FX"

LOT "FY"

LOT "FZ"

LOT "GA"

LOT "GB"

LOT "GC"

LOT "GD"

LOT "GE"

LOT "GF"

LOT "GG"

LOT "GH"

LOT "GI"

LOT "GJ"

LOT "GK"

LOT "GL"

LOT "GM"

LOT "GN"

LOT "GO"

LOT "GP"

LOT "GQ"

LOT "GR"

LOT "GS"

LOT "GT"

LOT "GU"

LOT "GV"

LOT "GW"

LOT "GX"

LOT "GY"

LOT "GZ"

LOT "HA"

LOT "HB"

LOT "HC"

LOT "HD"

LOT "HE"

LOT "HF"

LOT "HG"

LOT "HH"

LOT "HI"

LOT "HJ"

LOT "HK"

LOT "HL"

LOT "HM"

LOT "HN"

LOT "HO"

LOT "HP"

LOT "HQ"

LOT "HR"

LOT "HS"

LOT "HT"

LOT "HU"

LOT "HV"

LOT "HW"

LOT "HX"

LOT "HY"

LOT "HZ"

LOT "IA"

LOT "IB"

LOT "IC"

LOT "ID"

LOT "IE"

LOT "IF"

LOT "IG"

LOT "IH"

LOT "II"

LOT "IJ"

LOT "IK"

LOT "IL"

LOT "IM"

LOT "IN"

LOT "IO"

LOT "IP"

LOT "IQ"

LOT "IR"

LOT "IS"

LOT "IT"

LOT "IU"

LOT "IV"

LOT "IW"

LOT "IX"

LOT "IY"

LOT "IZ"

LOT "JA"

LOT "JB"

LOT "JC"

LOT "JD"

LOT "JE"

LOT "JF"

LOT "JG"

LOT "JH"

LOT "JI"

LOT "JJ"

LOT "JK"

LOT "JL"

LOT "JM"

LOT "JN"

LOT "JO"

LOT "JP"

LOT "JQ"

LOT "JR"

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF WILDOMAR to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Murrieta Valley – Amatista Avenue SD
Project No. 7-0-00163
APN: 362-541-003
RCFC Parcel No. 7163-502

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Murrieta Valley-El Diamante Circle SD (Line H)
Murrieta Valley-Amatista Avenue SD (Line IJ)
Project Nos.: 7-0-00162 & 7-0-00163
Tract No. 23310

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF WILDOMAR, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT all right, title and interest in and to portions of an easement, situated in the City of Wildomar, County of Riverside, State of California, described in:

Easement Deed recorded October 4, 2000, as Instrument No. 2000-391597, records of said County, described in Exhibit "A" and shown as Exhibit "B", further referenced as **Easements 1, 2, 3 and 4**, document attached for reference purposes only.

Parcel No. 7162-502A: referenced as Easement 3
Parcel No. 7162-502B: referenced as Easement 4
Parcel No. 7163-504A: referenced as Easement 1
Parcel No. 7163-504B: referenced as Easement 2

CITY OF WILDOMAR, a municipal corporation:

Date _____

By: _____
FRANK OVIEDO, City Manager

Page 2
Quitclaim Deed
Murrieta Valley-El Diamante Circle SD (Line H)
Murrieta Valley-Amatista Avenue SD (Lat. 11J)
Parcel Nos. 7162-502A, 7162-502B, 7163-504A & 7163-504B

State of California)
County of Riverside)
City of Wildomar)

On _____, before me, Debbie A. Lee, City Clerk, personally appeared Frank Oiedo, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 office seal.

Debbie A. Lee, City Clerk, City of Wildomar

FOR RECORDERS USE

CERTIFICATE of ACCEPTANCE (GOVERNMENT CODE SECTION 27281)

THIS IS TO CERTIFY that the interest in real property granted by the e...ent dated 6-16-00 from as noted below to the COUNTY OF R...SIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for drainage purposes, and subject to improvements in accordance with County standards, will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

THIS INSTRUMENT IS FOR THE BENEFIT OF THE COUNTY OF RIVERSIDE AND ENTITLED TO BE RECORDED WITHOUT FEE. (GOV. CODE 6103)

RETURN TO RIVERSIDE COUNTY SURVEYOR OFFICE.

DOC # 2000-391597

10/04/2000 08:00A Fee:NC

Page 1 of 18

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



Dated: 8/30/00 COUNTY OF RIVERSIDE

By: David E. Barnhart Director of Transportation

Table with columns: M, S, U, PAGE, SIZE, DA, PCOR, NOCOR, SMF, MISC. and rows for recording details.

EASEMENT

Ⓛ

T SR

ASHBY FINANCIAL COMPANY, INC., A CALIFORNIA CORPORATION

Grant(s) to the County of Riverside, a political subdivision, for drainage purposes, over, upon, across, and within the real property in the County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

ASHBY FINANCIAL COMPANY, INC., A CALIFORNIA CORPORATION

DATED 6/16/00

BY: Richard K. Ashby

DATED

BY:

As Beneficiary under Deed of Trust: BANK AUDI (USA), A NEW YORK STATE CHARTERED BANK

DATED

BY:

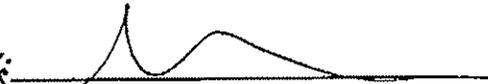
DATED

BY:

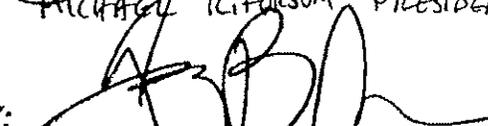
ORIGINAL

As Beneficiary under Deed of Trust: RYLAND HOMES, A CALIFORNIA CORPORATION

DATED 4/19/00

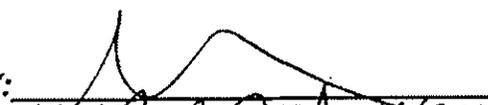
BY: 
MICHAEL R. FURSUM, PRESIDENT

DATED 6/14/00

X BY: 
GARY GALEN, V.P.

As Beneficiary under Deed of Trust: RYLAND HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

DATED 6/19/00

BY: 
MICHAEL R. FURSUM, PRESIDENT

DATED 6/19/00

X BY: 
GARY GALEN, V.P.

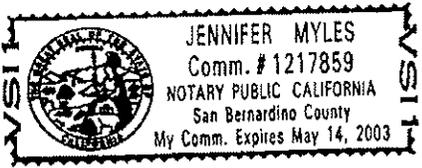
ORIGINAL



State of California
County of San Bernardino

On 6/16/00 before me, Jennifer Myles
(DATE) (NAME/TITLE OF OFFICER, e.g., "JANE DOE, NOTARY PUBLIC")
personally appeared Richard K. Ashby
(NAME(S) OF SIGNER(S))

personally known to me -OR-



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

Witness my hand and official seal.

(SEAL)

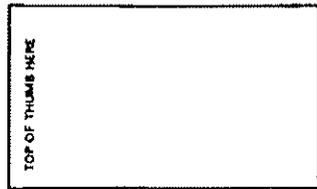
Jennifer A. Myles
(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is **OPTIONAL**. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document Drainage Easement
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____ (TITLE)
 PARTNER(S) LIMITED
 GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____ (TITLE)
 PARTNER(S) LIMITED
 GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))



CALIFORNIA
ALL-PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On JUNE 19, 2000 before me, TERESA M. ALLEN, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, MICHAEL R. FORSUM AND GREG BALEN

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

WITNESS my hand and official seal.



Teresa M. Allen (SEAL)
NOTARY PUBLIC SIGNATURE

OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT _____
DATE OF DOCUMENT _____ NUMBER OF PAGES _____
SIGNER(S) OTHER THAN NAMED ABOVE _____

May 17, 2000

EXHIBIT "A"
COUNTY OF RIVERSIDE
STORM DRAIN EASEMENTS
Tract 23310 – Ashby Financial Company, Inc.

Those portions of Government Lot 1 in the Northwest one-quarter of Section 31, and those portions of the East one-half of the Northwest one-quarter of Section 31, all being in Township 6 South, Range 3 West, S.B.M., described as follows:

EASEMENT 1

Beginning at a point on the Northeasterly line of Lot 128 of Tract 23310 as shown by map on file in Book 297 of Maps at Pages 4 through 12 thereof, Records of Riverside County, California, that bears S.50°52'22"E., a distance of 22.18 feet from the most Northerly corner of said Lot 128;

Thence N.39°07'38"E., a distance of 60.00 feet;

Thence S.50°52'22"E., a distance of 107.94 feet

Thence Southerly on a non-tangent curve concave Easterly having a radius of 167.00 feet, through an angle of 25°10'32" an arc length of 73.38 feet (the initial radial line bears N.75°32'59"W.) to a point of reverse curvature;

Thence Southerly along said curve concave Westerly having a radius of 53.00 feet, through an angle of 03°21'22" an arc length of 3.10 feet (the initial radial line bears N.79°16'29"E.) to the Northeasterly line of said Lot 128;

Thence N.50°52'22"W. along said Northeasterly line, a distance of 154.33 feet to the point of beginning.

The above-described Easement contains 7651 square feet, more or less.

EASEMENT 2

Beginning at a point on the Northerly line of Lot 150 of said Tract 23310 that bears S.88°52'02"W., a distance of 48.00 feet from the Northeast corner of said Lot 150;

Thence S.88°52'02"W. along the Northerly line of said Lot 150, a distance of 24.00 feet to the Northwest corner thereof;

Thence N.01°07'58"W., a distance of 26.00 feet;

Thence N.88°52'02"E., a distance of 24.00 feet;

Thence S.01°07'58"E., a distance of 26.00 feet to the point of beginning.

The above-described Easement contains 624 square feet, more or less.



EASEMENT 3

A strip of land 30.00 feet in width the centerline of which begins at a point on the Northerly line of Lot "D" (Opalo Road) of said Tract 23310 that bears S.75°48'44"E., a distance of 24.00 feet from the Northwest corner of said Lot "D" (Opalo Road);

Thence Northerly on a non-tangent curve concave Westerly having a radius of 204.00 feet, through an angle of 15°19'14", an arc length of 54.55 feet (the initial radial line bears S.75°48'44"E.);

Thence N.01°07'58"W., a distance of 82.49 feet;

Thence Northeasterly on a curve concave Southeasterly having a radius of 50.00 feet, through an angle of 42°03'03", an arc length of 36.70 feet;

Thence N.40°55'05"E., a distance of 38.00 feet to a point herein after referred to as Point "A" and the termination of this centerline description.

The above-described Easement contains 6300 square feet, more or less.

EASEMENT 4

Beginning at the herein before mentioned Point "A";

Thence N.49°04'55"W. along the Northeasterly line of the above described EASEMENT 3 and its Northwesterly prolongation thereof, a distance of 35.00 feet;

Thence N.40°55'05"E., a distance of 65.00 feet;

Thence S.49°04'55"E., a distance of 70.00 feet;

Thence S.40°55'05"W., a distance of 50.00 feet;

Thence S.01°07'58"E., a distance of 66.00 feet;

Thence S.88°52'02"W., a distance of 59.36 feet to the Easterly line of above described EASEMENT 3;

Thence N.01°07'58"W. along said Easterly line, a distance of 16.60 feet;

Thence continuing on said Easterly line, Northeasterly on a curve concave Southeasterly, having a radius of 35.00 feet, through an angle of 42°03'03", an arc length of 25.69 feet;

Thence N.40°55'05"E. continuing along said Easterly line, a distance of 38.00 feet;

Thence N.49°04'55"W. along the Northeasterly line of the above described EASEMENT 3, a distance of 15.00 feet to the point of beginning.

The above-described Easement contains 7744 square feet, more or less.



EASEMENT 5

Commencing at the Northwest corner of said Lot "D" (Opalo Road);
Thence the following five courses along the Westerly line of said Lot "D" (Opalo Road) and the Northerly line of Lot "C" (Rosita Drive) as shown on said Tract 23310;
1) Southwesterly on a non-tangent curve concave Northwesterly, having a radius of 180.00 feet, through an angle of 17°30'00", an arc length of 54.98 feet (the initial radial line bears S.75°48'44"E.) to the Point of Beginning;
2) Continuing Southwesterly on said curve concave Northwesterly, through an angle of 05°10'46", an arc length of 16.27 feet (the initial radial line bears S.58°18'44"E.);
3) S.36°52'02"W., a distance of 1.70 feet;
4) S.81°13'41"W., a distance of 20.98 feet;
5) Northwesterly on a non-tangent curve concave Southwesterly, having a radius of 240.00 feet, through an angle of 04°47'00", an arc length of 20.04 feet (the initial radial line bears N.35°35'21"E.);
Thence N.30°48'21"E., a distance of 31.03 feet;
Thence S.58°18'44"E., a distance of 37.35 feet to the point of beginning.

The above-described Easement contains 1037 square feet, more or less.

EASEMENT 6

Beginning at a point that bears S.01°07'58"E. along the West line of said Government Lot 1, a distance of 515.00 feet and N.88°52'02"E., a distance of 44.00 feet from the Northwest corner of said Government Lot, said point is also on the East line of Lot "A" (Porrás Road) of Tract 23310 as shown by map on file in Book 297 of Maps at Pages 4 through 12 thereof, Records of Riverside County, California;
Thence N.01°07'58"W. along said East line a distance of 68.00 feet;
Thence N.88°52'02"E., a distance of 20.00 feet;
Thence S.53°55'59"E., a distance of 104.20 feet;
Thence S.01°07'58"E., a distance of 30.00 feet to the North line of said Lot "C" (Rosita Drive);
Thence S.88°52'02"W. along said North line, a distance of 80.00 feet;
Thence N.43°44'49"W. continuing along said line, a distance of 33.97 feet to the point of beginning.

The above-described Easement contains 6677 square feet, more or less.



Exhibit A
Tract 23310
Storm Drain Easements

EASEMENT 7

Beginning at a point that bears N.00°56'38"W. along the East line of the Northwest one-quarter of said Section 31, a distance of 44.00 feet and S.88°15'15"W., a distance of 454.00 feet from the Southeast corner of said Northwest one-quarter of Section 31, said point also being on the Northerly line of Lot "B" (La Estrella Street) of said Tract 23310;

Thence N.01°44'45"W., a distance of 35.00 feet;
Thence N.88°15'15"E., a distance of 105.00 feet;
Thence S.01°44'45"E., a distance of 35.00 feet to said Northerly line;
Thence S.88°15'15"W. along said Northerly line, a distance of 105.00 feet to the point of beginning.

The above-described Easement contains 3675 square feet, more or less.

EASEMENT 8

Beginning at a point that bears N.00°56'38"W. along the East line of the Northwest one-quarter of said Section 31, a distance of 63.08 feet from the Southeast corner of said Northwest one-quarter of Section 31, said point also being on the Northerly line of said Lot "B" (La Estrella Street);

Thence Westerly along said Northerly line on a non-tangent curve concave Northerly, having a radius of 756.00 feet, through an angle of 12°53'46", an arc length of 170.16 feet (the initial radial line bears S.14°38'31"E.);

Thence S.88°15'15"W. continuing along said Northerly line, a distance of 12.00 feet;

Thence N.01°44'45"W., a distance of 25.97 feet;
Thence N.68°23'30"E., a distance of 80.31 feet;
Thence S.73°44'28"E., a distance of 110.61 feet to the point of beginning.

The above-described Easement contains 5730 square feet, more or less.

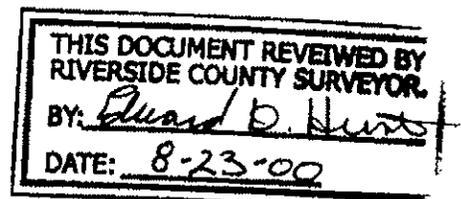
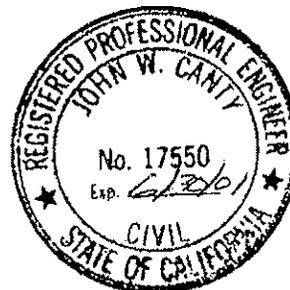
See attached EXHIBIT "B"

CANTY ENGINEERING GROUP, INC.

Prepared under the supervision of:


John W. Canty R.C.E. 17550

6/15/00
Date



E 1/2 NW 1/4
SEC. 31, T.6S.,
R.3W., S.B.M.

141

129

128

23310

M.B. 297/4-12

TRACT

VERONA
COURT



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: Edward B. Helms
DATE: 8-23-00

EXHIBIT "B"

--- COUNTY OF RIVERSIDE, CALIFORNIA ---

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE
ATTACHED DOCUMENT. IT IS NOT PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 7

W.O. 1089-001

SCALE: 1" = 40'

DRAWN BY: C.E.G. DATE: 3/6/00

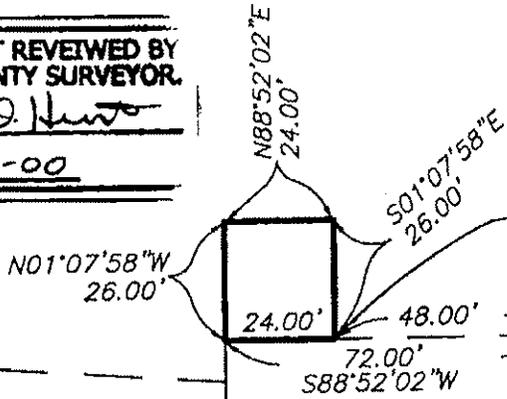
SUBJECT: OFF-SITE DRAINAGE EASEMENT -- TRACT 23310

18/84/2006 68-60R
9 of 16



E 1/2 NW 1/4 SEC. 31,
T.6S., R.3W., S.B.M.

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *Edward O. Hunt*
DATE: *8-23-00*



EASEMENT 2
P.O.B.

152

151

150

149

TRACT

23310

M.B. *297/4-12*

ROSITA

DRIVE

EXHIBIT "B"

--- COUNTY OF RIVERSIDE, CALIFORNIA ---

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 2 OF 7

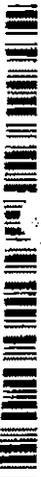
W.O. 1089-001

SCALE: 1" = 40'

DRAWN BY: C.E.G. DATE: 3/6/00

SUBJECT: OFF-SITE DRAINAGE EASEMENT -- TRACT 23310

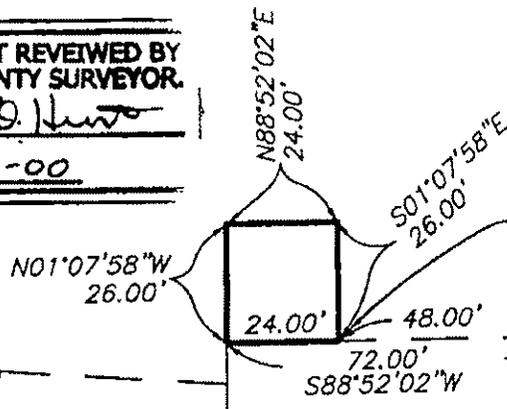
10. cm. 10000 U.S. 18 of 16



E 1/2 NW 1/4 SEC. 31,
T.6S., R.3W., S.B.M.



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
By: *Edward D. Hunt*
DATE: *8-23-00*



EASEMENT 2
P.O.B.

6/15/00

152

151

150

149

TRACT

23310
M.B.

ROSITA

DRIVE

EXHIBIT "B"

--- COUNTY OF RIVERSIDE, CALIFORNIA ---

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE
ATTACHED DOCUMENT. IT IS NOT PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 2 OF 7

W.O. 1089-001

SCALE: 1" = 40'

DRAWN BY: C.E.G. DATE: 3/6/00

SUBJECT: OFF-SITE DRAINAGE EASEMENT -- TRACT 23310

10-94, CIVIL 88 11 of 16



EXHIBIT "B"

Point "A"
EASEMENT 4
P.O.B.

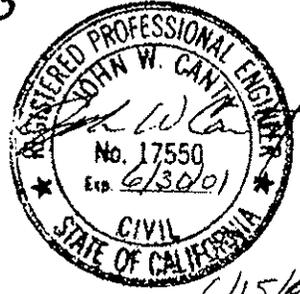
R=50.00'
A=42°03'03"
L=36.70'

R=35.00'
A=42°03'03"
L=25.69'

R=204.00'
A=15°19'14"
L=54.55'
24.00'

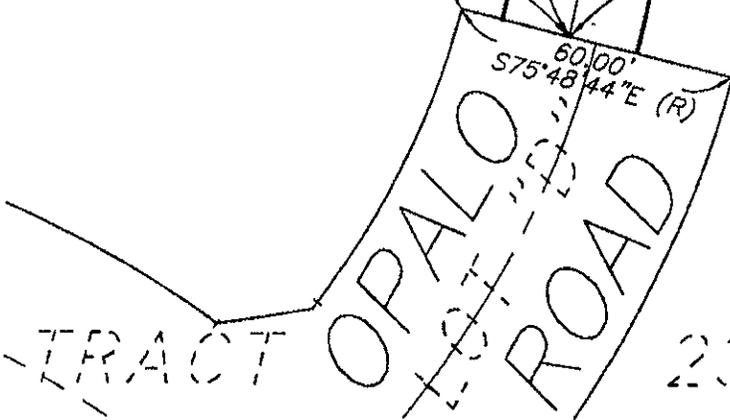
EASEMENT 3
P.O.B.

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: Edward D. Huse
DATE: 8-23-00



GOV'T
NW 1/4
T.6S.,

LOT 1
SEC. 31,
R.3W., S.B.M.



161
23310 M.B. 297/4-12

--- COUNTY OF RIVERSIDE, CALIFORNIA ---

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 3 OF 7

W.O. 1089-001

SCALE: 1" = 40'

DRAWN BY: C.E.G.

DATE: 3/6/00

SUBJECT: OFF-SITE DRAINAGE EASEMENT - TRACT 23310

18/047, 23310 38 - 38H
12 of 16



EXHIBIT "B"

GOV'T LOT 1
NW 1/4 SEC. 31,
T.6S., R.3W., S.B.M.

18/94/2686 68.86A
13 of 16



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR
BY: Edward D. Hura
DATE: 8-23-00



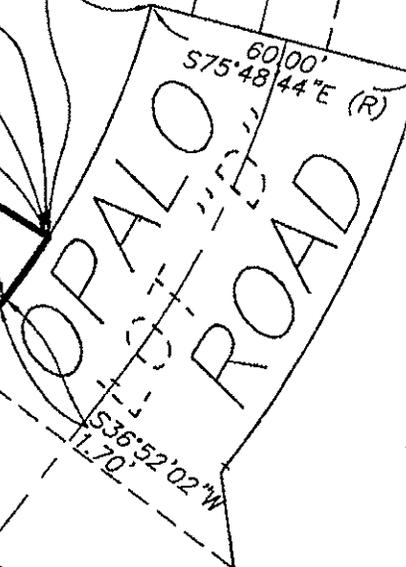
EASEMENT 5
P.O.B.

R=180.00'
A=17°30'00"
L=54.98'

R=180.00'
A=05°10'46"
L=16.27'

6/15/00
S58°18'44"E (R) 37.35'
N30°48'21"E (R) 31.03'

R=240.00'
A=04°47'00"
L=20.04'



ROSITA TRACT

OPALO ROAD

DRIVE

TRACT 166

167

168

161

TRACT 23310
M.B. 297/4-12

--- COUNTY OF RIVERSIDE, CALIFORNIA ---

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 4 OF 7

W.O. 1089-001

SCALE: 1" = 40'

DRAWN BY: C.E.G. DATE: 3/6/00

SUBJECT: OFF-SITE DRAINAGE EASEMENT - TRACT 23310

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR

BY: *Edward D. Hunt*

DATE: *8-23-00*

EXHIBIT "B"

25 30
36 31

GOV'T LOT 1
NW 1/4 SEC. 31,
T.6S., R.3W., S.B.M.

PORRAS ROAD

S01°07'58"E 515.00'

EASEMENT 6
P.O.B.

N01°07'58"W
68.00'

N88°52'02"E
44.00'

"A"

N88°52'02"E
20.00'

S53°55'59"E
104.20'

N43°44'49"W
33.97'

80.00'

S88°52'02"W

S01°07'58"E
30.00'



ROSITA DRIVE

LOT "C"

LOT

TRACT 1

23310

M.B. 297/4-12

EL DIAMANTE DRIVE

--- COUNTY OF RIVERSIDE, CALIFORNIA ---

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 5 OF 7

W.O. 1089-001

SCALE: 1" = 40'

DRAWN BY: C.E.G. DATE: 3/6/00

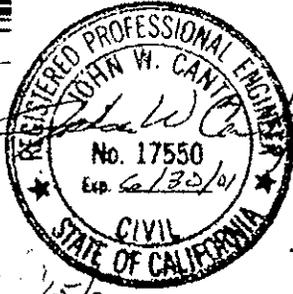
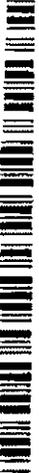
SUBJECT: OFF-SITE DRAINAGE EASEMENT - TRACT 23310

10/04/00 06:08H
14 of 16



EXHIBIT "B"

15 of 18



TRACT 67
 E 1/2 NW 1/4
 SEC. 31, T. 6 S.,
 R. 3 W., S.B.M.

THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.
 BY: *Edmond D. Hovick*
 DATE: 8-23-00

S01°44'45"E
 35.00'

N00°56'38"W
 63.08'
 44.00'

N88°15'15"E
 105.00'

N01°44'45"W
 35.00'

S88°15'15"W
 454.00'

EASEMENT 7
 P.O.B. LOT "E"

LA ESTRELLA STREET

SALIDA
 DEL SOL

SENNA
 DRIVE

TRACT
 67

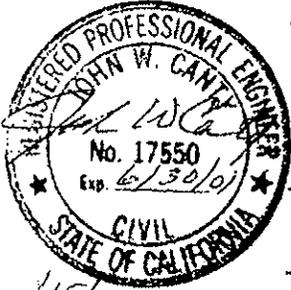
23310
 M.B. 297/4-12

--- COUNTY OF RIVERSIDE, CALIFORNIA ---

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT PART OF THE WRITTEN DESCRIPTION THEREIN.		SHEET 6 OF 7	W.O. 1089-001
SCALE: 1" = 40'	DRAWN BY: C.E.G. DATE: 3/6/00	SUBJECT: OFF-SITE DRAINAGE EASEMENT -- TRACT 23310	

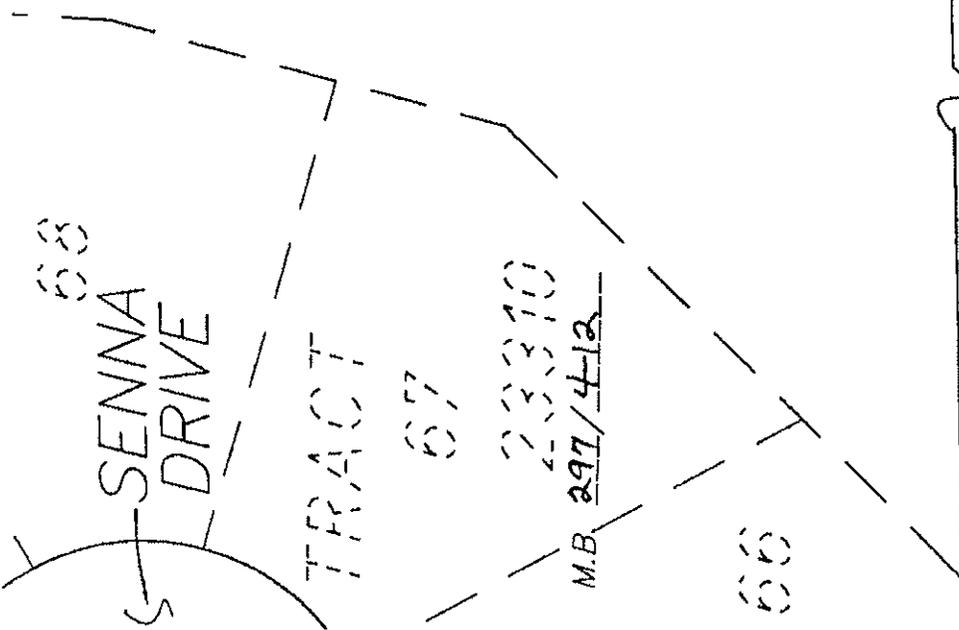
EXHIBIT "B"

THIS DOCUMENT RECORDED IN
 RIVERSIDE COUNTY SURVEY
 BY: *Edward D. Hunt*
 DATE: 8-23-00



EASEMENT 8
 P.O.B.

E 1/2 NW 1/4
 SEC. 31, T. 6 S.,
 R. 3 W., S.B.M.L.



LOT "E3"
 LA ESTRELLA STREET

SALIDA DEL SOL

2886-381587
 18/84/2668 68:1698
 16 of 16



--- COUNTY OF RIVERSIDE, CALIFORNIA ---

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT PART OF THE WRITTEN DESCRIPTION THEREIN.		SHEET 7 OF 7	W.O. 1089-001
SCALE: 1" = 40'	DRAWN BY: C.E.G. DATE: 3/6/00	SUBJECT: OFF-SITE DRAINAGE EASEMENT -- TRACT 23310	

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF WILDOMAR to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Murrieta Valley – Amatista Avenue SD
Project No. 7-0-00163
APN: 392-150-008
RCFC Parcel Nos. 7162-502A, 7162-502B, 7163-504A & 7-163-504B

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Murrieta Valley-Amatista Avenue SD
Project No.: 7-0-00163
Tract No. 23310

Parcel No. 7163-501

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF WILDOMAR, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT all right, title and interest in and to an easement, situated in the City of Wildomar, County of Riverside, State of California, described in:

Easement Deed recorded January 31, 2000, as Instrument No. 2000-075090, records of said County, further described as Exhibit "A" and shown as Exhibit "B", attached for reference purposes only.

CITY OF WILDOMAR, a municipal corporation:

Date _____

By: _____
FRANK OVIEDO, City Manager

State of California)
County of Riverside)
City of Wildomar)

On _____, before me, Debbie A. Lee, City Clerk, personally appeared Frank Oiedo, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 office seal.

Debbie A. Lee, City Clerk, City of Wildomar

**CERTIFICATE of ACCEPTANCE
(GOVERNMENT CODE SECTION 27281)**

FOR RECORDERS USE

THIS IS TO CERTIFY that the interest in real property granted by the instrument dated 2-22-00, from OSCAR & MARY CAMPBELL to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for drainage purposes, and subject to improvements in accordance with County standards, will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

THIS INSTRUMENT IS FOR THE BENEFIT OF THE COUNTY OF RIVERSIDE AND ENTITLED TO BE RECORDED WITHOUT FEE. (GOV. CODE 6103)

RETURN TO RIVERSIDE COUNTY SURVEYOR OFFICE.

DOC # 2000-075090

03/01/2000 08:00A Fee:NC
Page 1 of 5
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder



Dated: 2/23/00 COUNTY OF RIVERSIDE

By: David E. Barnhart
David E. Barnhart
Director of Transportation

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MSC.
	1		5						
					1			✓	LC
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

EASEMENT

OSCAR E. CAMPBELL AND MARY ANN CAMPBELL, TRUSTEES OF THE CAMPBELL FAMILY LIVING TRUST DATED 10/19/99

Grant(s) to the County of Riverside, a political subdivision, for drainage purposes, over, upon, across, and within the real property in the County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

C
LC

DATED: Feb 22, 2000 BY: Oscar E. Campbell
OSCAR E. CAMPBELL

DATED: Feb 22, 2000 BY: Mary Ann Campbell
MARY ANN CAMPBELL

ORIGINAL

EXHIBIT "A"

December 3, 1999

STORM DRAIN EASEMENT

Tract 23310

Property of: Oscar E. and Mary Ann Campbell,
Trustees of the Campbell Family Living Trust dated 10/19/99

LINE "IJ"

That portion of Parcel 3 of Parcel Map 7504 as shown by map on file in Book 24 of Parcel Maps at Page 16, Records of Riverside County, California also being within the Southwest quarter of Section 31, T.6S., R3W., SBM, described as follows:

Commencing at the Northwest corner of said Parcel 3, said corner also being on the South line of Lot "B" as shown on said Parcel Map 7504 and the North line of that certain declaration of dedication recorded August 25, 1976 as Instrument No. 126483, Official Records of Riverside County, California;

Thence N.88°15'15"E. along the North line of said Parcel 3, a distance of 53.00 feet;

Thence S.01°44'45"E., a distance of 14.00 feet to the South line of said declaration of dedication and the point of beginning of the parcel of land to be described;

Thence N.88°15'15"E. along said South line, a distance of 150.00 feet;

Thence S.59°38'37"W., a distance of 50.12 feet;

Thence S.01°44'45"E., a distance of 28.00 feet;

Thence S.88°15'15"W., a distance of 106.00 feet;

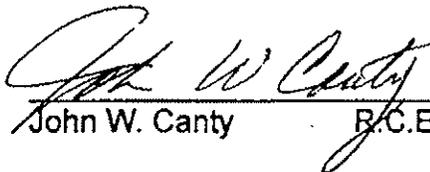
Thence N.01°44'45"W., a distance of 52.00 feet to the point of beginning.

The above-described parcel contains 0.14 acres (6,040 square feet) more or less.

See Exhibit "B".

CANTY ENGINEERING GROUP, INC.

Prepared under the supervision of:


John W. Canty R.C.E. 17550

Dec 3, 1999
Date



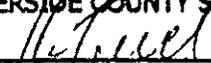
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY:  DEPUTY
DATE: 1-20-00

EXHIBIT "B"

PROPOSED

TRACT

23310

57

307
OPEN SPACE

58

59



LA ESTRELLA STREET

N'y line SW 1/4 Sec. 31, T. 6 S., R. 3 W., S.B.M.
LOT "A" LOT "B"

N88°15'15"E
53.00'

DECLARATION OF DEDICATION rec. Aug. 25,
1976 inst. no. 126483, O.R. Riv. Co., Ca.

P.O.C.
NW Cor. Par. 3

P.O.B.
**DRAINAGE
EASEMENT**

N88°15'15"E 150.00'

N01°44'45"W
66.00'

50.12'
S59°38'37"W

S88°15'15"W 106.00'

28.00'
S01°44'45"E

W'LY LINE
PAR. 3

PAR. 3
PARCEL MAP 7504
P.M. 24/16



S.W. 1/4 SEC. 31, T.6S., R3W., S.B.M.

--- COUNTY OF RIVERSIDE, CALIFORNIA ---

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE
ATTACHED DOCUMENT. IT IS NOT PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

W.O. 1089-001

SCALE: 1" = 40'

DRAWN BY: M.C.

DATE: 11/17/99

SUBJECT: TRACT 23310 DRAINAGE EASEMENT (CAMPBELL)

2000-075090

62/61/2880 88-66F
3 of 5



APPROVED
P.M. 28/28

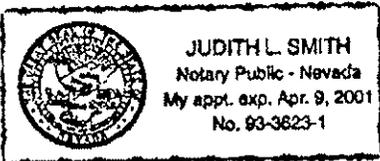
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR
BY: *[Signature]*
DATE: 1-20-00 DEPUTY

State of NEVADA
County of CLARK

On 2-22-2000 before me, Judith L Smith
(DATE) (NAME/TITLE OF OFFICER-I.e. "JANE DOE, NOTARY PUBLIC")

personally appeared Oscar E Campbell And
(NAME(S) OF SIGNER(S))
MARY Ann Campbell

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



(SEAL)

Witness my hand and official seal.

Judith L Smith
(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document Easement
Number of Pages 4 Date of Document 2-22-2000
Signer(s) Other Than Named Above NONE

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE

OFFICER(S) _____ (TITLE)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

Oscar E Campbell

RIGHT THUMBPRINT (Optional)



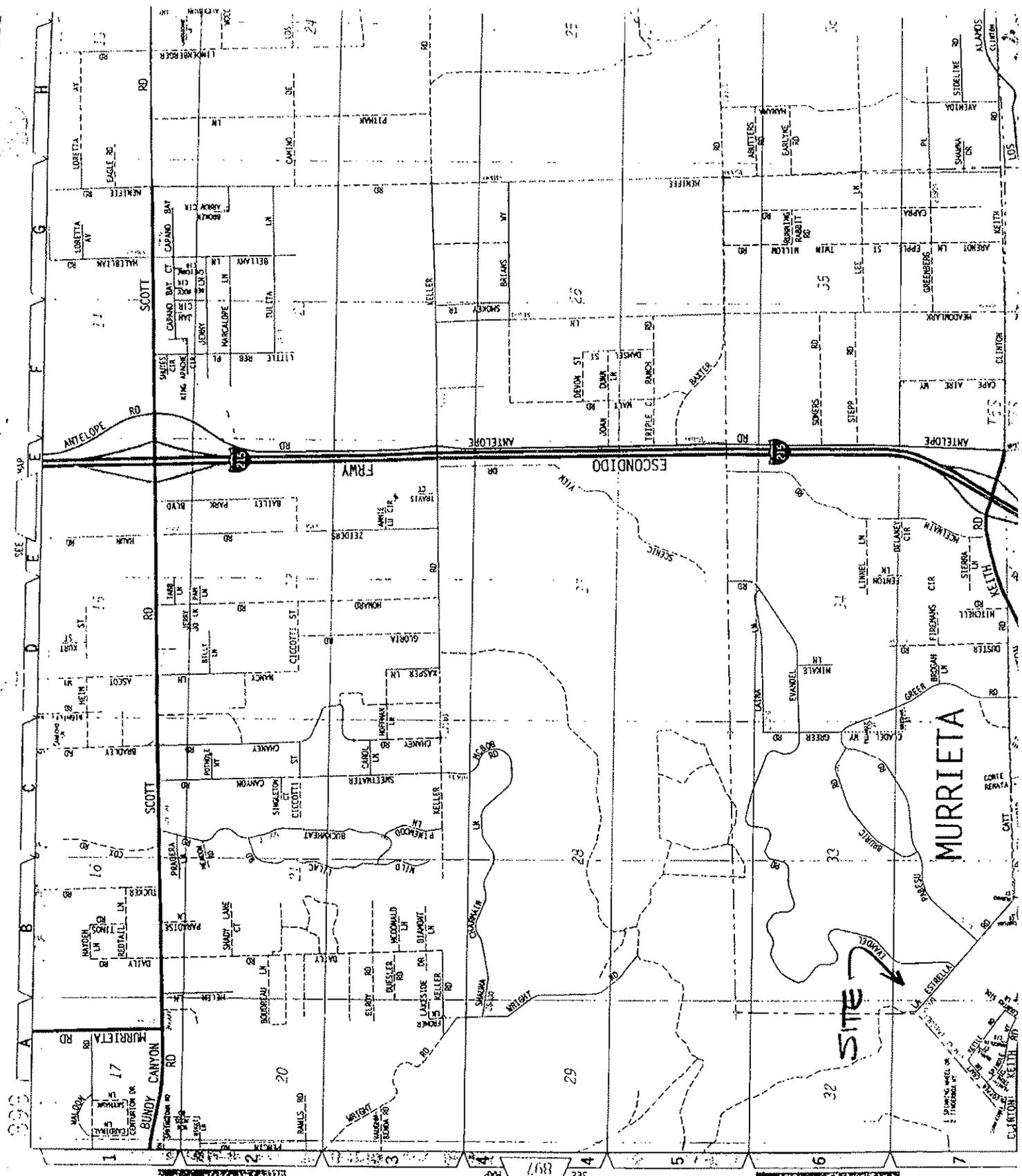
CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE

OFFICER(S) _____ (TITLE)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

MARY Ann Campbell





CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF WILDOMAR to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Murrieta Valley – Amatista Avenue SD
Project No. 7-0-00163
APN: 362-240-008
RCFC Parcel No. 7163-501

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

Murrieta Valley-El Diamante Circle SD (Line H)
Project No.: 7-0-00162
Tract No. 23310

Parcel No. 7162-500

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF WILDOMAR, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT all right, title and interest in and to a portion of an easement, situated in the City of Wildomar, County of Riverside, State of California, described in an

Easement Deed recorded January 31, 2000, as Instrument No. 2000-034930, records of said County, further described as **Parcel A- Line H** and shown as **Exhibit "B"**, attached for reference purposes only.

CITY OF WILDOMAR, a municipal corporation:

Date _____

By: _____
FRANK OVIEDO, City Manager

State of California)
County of Riverside)
City of Wildomar)

On _____, before me, Debbie A. Lee, City Clerk, personally appeared Frank Oiedo, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 office seal.

Debbie A. Lee, City Clerk, City of Wildomar

APN 362-240-030

**CERTIFICATE of ACCEPTANCE
(GOVERNMENT CODE SECTION 27281)**

THIS IS TO CERTIFY that the interest in real property granted by the easement dated 12-23-99, from DONALD A. PRENGER AND MARJORIE R. PRENGER to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for drainage purposes, and subject to improvements in accordance with County standards, will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: 1/20/00 COUNTY OF RIVERSIDE

By: David E. Barnhart
David E. Barnhart
Director of Transportation

FOR RECORDERS USE

THIS INSTRUMENT IS FOR THE BENEFIT OF THE COUNTY OF RIVERSIDE AND ENTITLED TO BE RECORDED WITHOUT FEE. (GOV. CODE 8103)

RETURN TO RIVERSIDE COUNTY SURVEYOR OFFICE.

DOC # 2000-034930

01/31/2000 08:00A Fee:NC

Page 1 of 7

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOOR	SMF	MISC.
	1		7						
					1			✓	lv
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

EASEMENT

DONALD A. PRENGER AND MARJORIE R. PRENGER, HUSBAND AND WIFE AS JOINT TENANTS

Grant(s) to the County of Riverside, a political subdivision, for [redacted] drainage purposes, [redacted] over, upon, across, and within the real property in the County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

DATED: Dec 23 1999 BY: Donald A Prenger
DONALD A. PRENGER

DATED: Dec 23 1999 BY: Marjorie R Prenger
MARJORIE R. PRENGER

ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

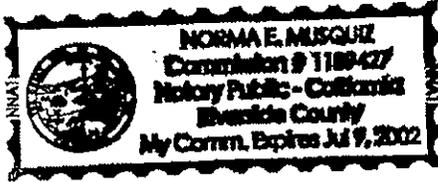
State of California }
County of Riverside } ss.

On Dec 23, 1999, before me, Norma E Masquie, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Donald A. Prenger and Marjorie R. Prenger -
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/ha/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Norma E Masquie
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Easement

Document Date: 12/23/99 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



December 13, 1999

STORM DRAIN EASEMENTS

Tract 23310

Property of: Donald A. and Marjorie R. Prenger,
husband and wife as joint tenants

Those portions of Parcel 1 of Parcel Map 7504 as shown by map on file in Book 24 of Parcel Maps at Page 16, Records of Riverside County, California also being within the Southwest quarter of Section 31, T.6S. R3W. SBM, described as follows:

PARCEL A – LINE "H"

Commencing at the Northeast corner of said Parcel 1, said corner also being on the South line of Government Lot 2 in said Section 31 and on the North line of that declaration of dedication recorded October 5, 1976 by Instrument No. 149596 Official Records of Riverside County, California;

Thence S. 88°15'15" W., along the North line of said Parcel 1, a distance of 420.00 feet;

Thence S. 01°44'45" E., a distance of 44.00 feet to the Southerly line of said declaration of dedication and the point of beginning of the parcel of land to be described;

Thence continuing S.01°44'45"E., a distance of 35.00 feet,

Thence S.46°15'00" W., a distance of 83.00 feet;

Thence N.43°45'00"W., a distance of 48.00 feet;

Thence S.88°15'15"W., a distance of 30.00 feet;

Thence N.35°15'00"W., a distance of 44.00 feet;

Thence S.88°15'15"W., a distance of 34.00 feet;

Thence N.57°05'08"W., a distance of 31.97 feet to the South line of said declaration of dedication;

Thence N.88°15'15"E. along said South line, a distance of 208.39 feet to the point of beginning.

The above-described parcel contains 0.22 acres more or less.

See Exhibit "B".

PARCEL B – LINE "C"

Commencing at the Northeast corner of said Parcel 1, said corner also being on the South line of Government Lot 2 in Section 31, T. 6 S., R. 3 W., S.B.M.;

Thence S. 01°13'19" E. along the East line of said Parcel 1, a distance of 347.00 to the point of beginning of the parcel of land to be described;



Exhibit A
Prenger
Storm Drain Easement

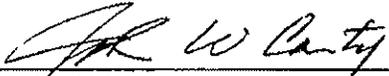
Thence S.88°46'41"W., a distance of 30.00 feet;
Thence S.01°13'19"E., a distance of 35.00 feet;
Thence N.88°46'41"E., a distance of 30.00 feet to said East line;
Thence N.01°13'19"W. along said East line, a distance of 35.00 feet to the point
of beginning.

The above described parcel of land contains 0.02 acres more or less.

See Exhibit "C".

CANTY ENGINEERING GROUP, INC.
Prepared under the supervision of:

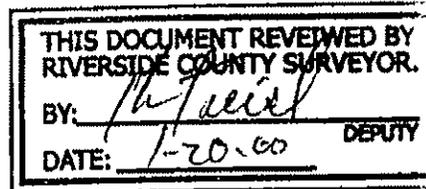




John W. Canty P.E. 17550

12/16/99

Date



IN THE COUNTY OF RIVERSIDE CALIFORNIA
STORM DRAIN EASEMENT
FOR

DECEMBER 1999

TRACT 23310

SCALE 1"=40'

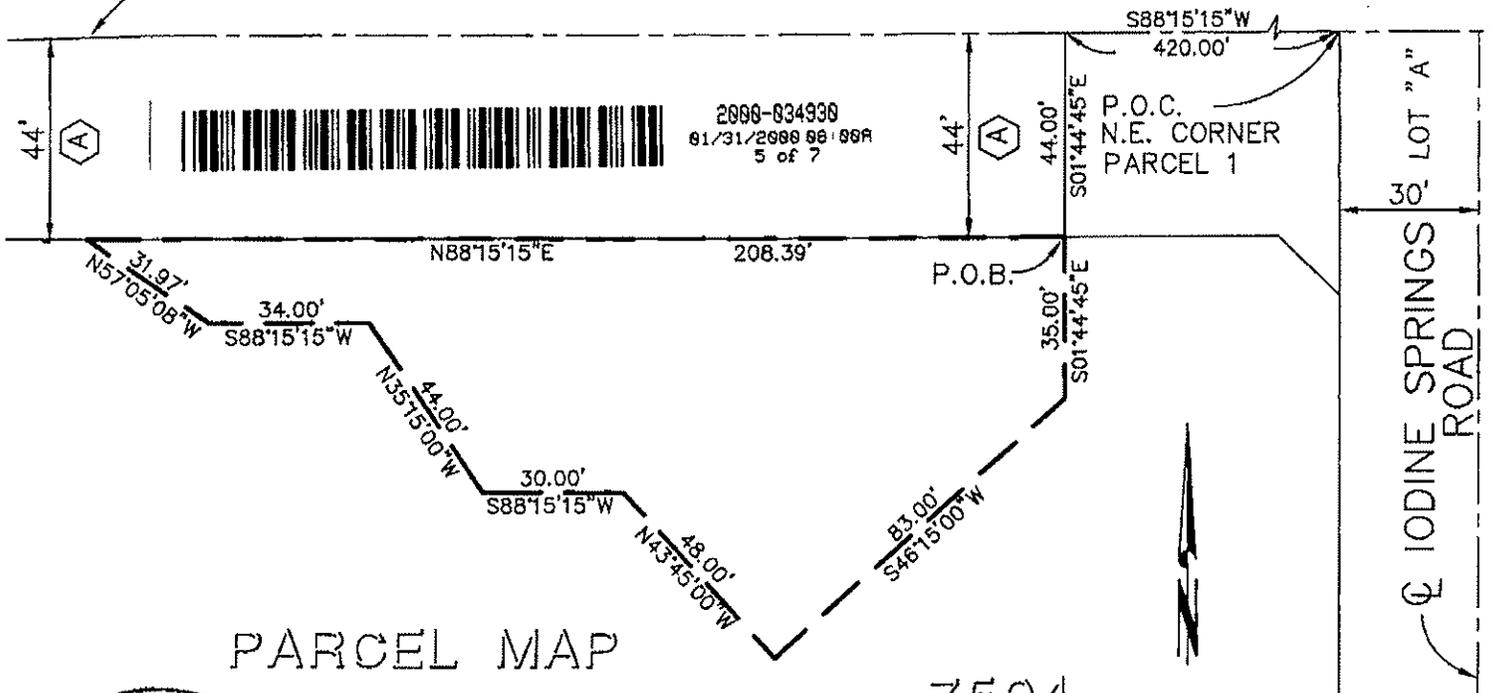
CANTY ENGINEERING GROUP, INC.

PARCEL A-LINE "H"
SECTION 31, T.6 S., R.3 W., S.B.M.

EXHIBIT "B"

(A) DECLARATION OF DEDICATION FOR ROAD
PUBLIC UTILITY AND INCIDENTAL PURPOSES.
REC. OCT. 5 1976 AS INSTR. NO. 149596.
AS SHOWN ON P.M. 9268, P.M. 41/67.

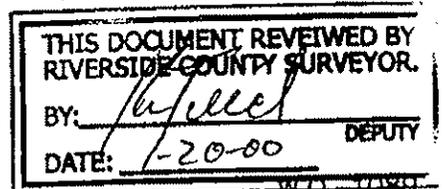
Ⓞ LA ESTRELLA ROAD (BOYLEN SPRINGS)



PARCEL MAP

7504
P.M. 24 / 16

PARCEL 1



IN THE COUNTY OF RIVERSIDE CALIFORNIA
STORM DRAIN EASEMENT
 FOR
TRACT 23310

DECEMBER 1999

SCALE 1"=40'

CANTY ENGINEERING GROUP, INC.

PARCEL B-LINE "C"

SECTION 31, T.6 S., R.3 W., S.B.M.

EXHIBIT "C"

TRACT 23310



GOVERNMENT LOT 2

S.E.1/4 N.W.1/4

LA ESTRELLA ROAD (BOYLEN SPRINGS)
 SEC. 31 T.6 S. R.3 W., S.B.M.

DECLARATION OF DEDICATION
 RECORDED OCTOBER 5, 1996
 BY INSTRUMENT #149596

P.O.C.
 N.E. CONNER
 PCL. 1

PARCEL 1

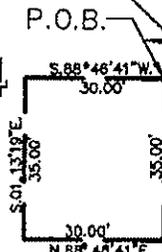
PAR. MAP 8002
 P.M. 28 / 74

PAR. MAP 7054
 P.M. 24 / 16

PARCEL 1

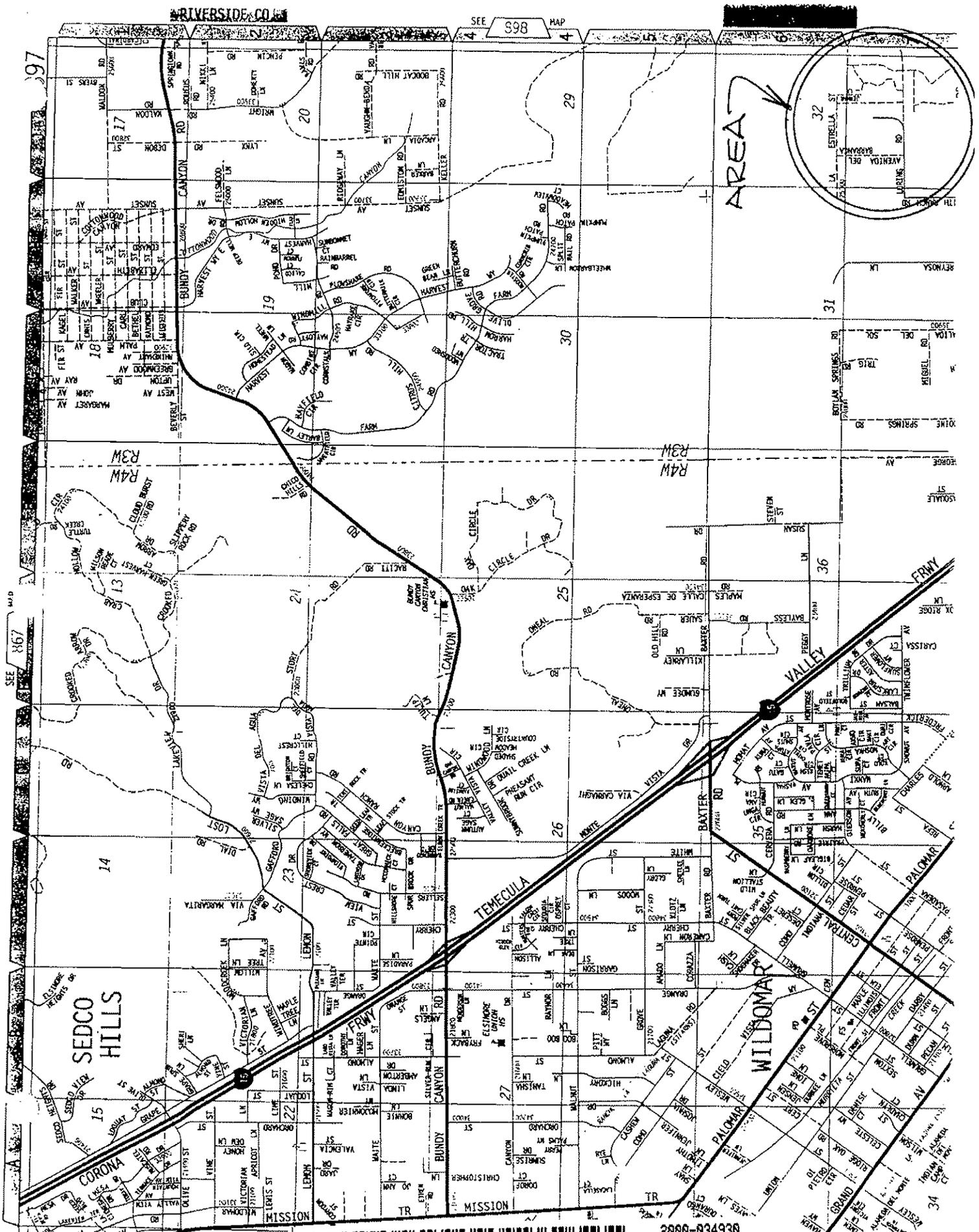
PARCEL 2

IODINE SPRINGS ROAD

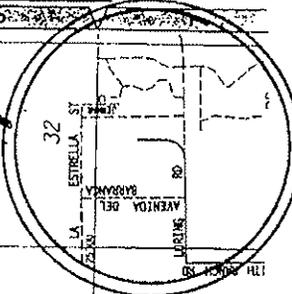


12/16/99





AREA



SEE 867 MAP 4

SEDCO HILLS

TEMECULA VALLEY

WILDOMAR

34



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF WILDOMAR to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Murrieta Valley – El Diamante Circle SD
Project No. 7-0-00162
APN: 362-240-030
RCFC Parcel No. 7162-500

**CITY OF WILDOMAR – CITY COUNCIL
AGENDA ITEM #2.1
PUBLIC HEARING
Meeting Date: August 10, 2011**

TO: Mayor and City Council Members
FROM: Matthew C. Bassi, Planning Director
SUBJECT: Change of Zone & Plot Plan No. 10-0222 (Subway Retail Project)

STAFF REPORT

RECOMMENDATION:

The Planning Commission recommends the City Council take the following actions:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM FOR CHANGE OF ZONE AND PLOT PLAN NO. 10-0222 (SUBWAY RETAIL PROJECT) LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and 366-390-027)

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 10-0222 TO CHANGE THE ZONING FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) ON A 1.27 ACRE SITE LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and 366-390-027)

3. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PLOT PLAN NO. 10-0222 FOR THE DEVELOPMENT OF A 10,500 SQUARE-FOOT MULTI-TENANT RETAIL BUILDING ON A 1.27 ACRE SITE LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and 366-390-027)

BACKGROUND:

The Planning Commission held a public hearing for Change of Zone and Plot Plan No. 10-0222 on July 6, 2011. The Commission also considered a Mitigated Negative Declaration and Mitigation Monitoring Program for the proposed project. The applicant made a brief presentation about the project concept and several speakers gave public testimony on the proposal. A copy of the draft Commission minutes from the July 6, 2011 meeting is provided for Council consideration (Attachment D).

Upon conclusion of the public hearing and discussion, the Planning Commission unanimously voted 5 – 0 to recommend City Council adoption of the Mitigated Negative Declaration and approval of Change of Zone and Plot Plan No. 10-0222, subject to conditions.

The applicant (Mr. Onkard Sud) is requesting City Council consideration for the adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program, and approval of a Change of Zone from R-R (Rural Residential) to C-1/C-P (General Commercial) and Plot Plan for the development of a 10,500 square-foot multitenant retail building.

Since the project was submitted to the City, staff has been diligently working with the applicant and his consultant team to get the project ready for public hearing. The project under consideration by the City Council tonight meets and exceeds the minimum planning and engineering standards of the City of Wildomar.

The project site is 1.27 acres in size and is located at the northeast corner of Bundy Canyon Road and Angels Lane (refer to vicinity map on next page). Just east of the project site is the Jack-in-the-Box restaurant and Arco gas station.

Vicinity Map

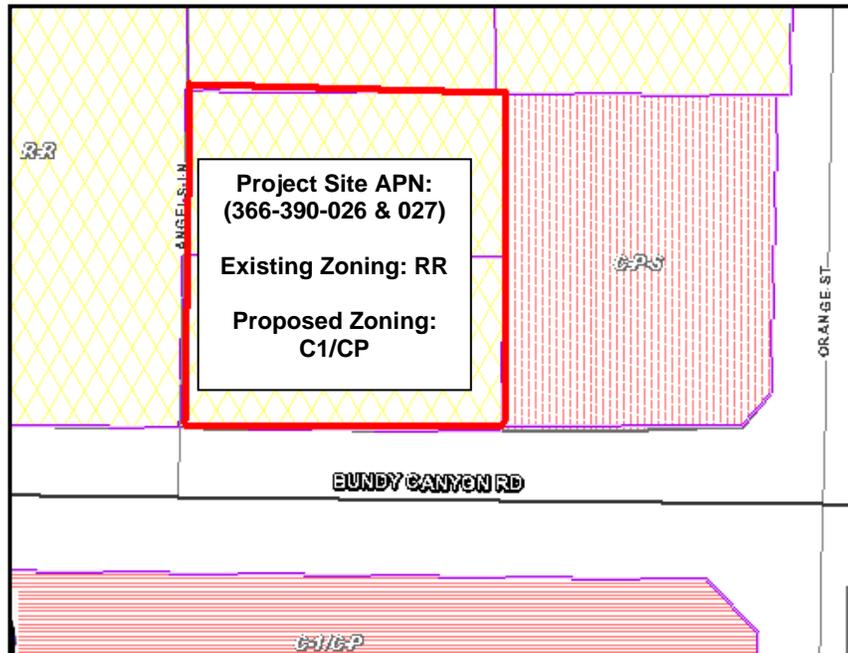


PROJECT DESCRIPTION:

Change of Zone:

The applicant is requesting approval for a Change of Zone from R-R (Rural Residential) to C-1/C-P (General Commercial) in order to develop the 1.27 acre site with a 10,500 square-foot multi-tenant retail building. Existing and proposed zoning for the site is shown below.

Existing and Proposed Zoning Map



The General Commercial Zone (C1/CP) is consistent with the proposed commercial project. Therefore, staff supports the change of zone from the existing Rural Residential (RR) to General Commercial.

The property has a General Plan Land Use designation of Commercial Retail (CR) and is currently zoned R-R (Rural Residential). The project site is currently vacant with vegetation on the site which consists of non-native grassland, large shrubs and two eucalyptus trees.

The project site is surrounded by vacant land and existing residential and commercial uses. The table below summarizes the current land use, General Plan land use and Zoning information related to the proposed project.

ADJACENT ZONING, LAND USE AND APPLICABLE STANDARDS			
Location	Current Land Use	General Plan Land Use Designation	Zoning
Subject Property	Vacant	Commercial Retail (CR)	Rural Residential (R-R)
North	Residential	Commercial Retail (CR)	Rural Residential (R-R)
South	Vacant/ Commercial	Commercial Retail (CR)	Commercial (C-1/C-P)
East	Commercial	Commercial Retail (CR)	Scenic Highway Commercial (C-P-S)
West	Vacant/ Residential	Commercial Retail (CR)	Rural Residential (R-R)

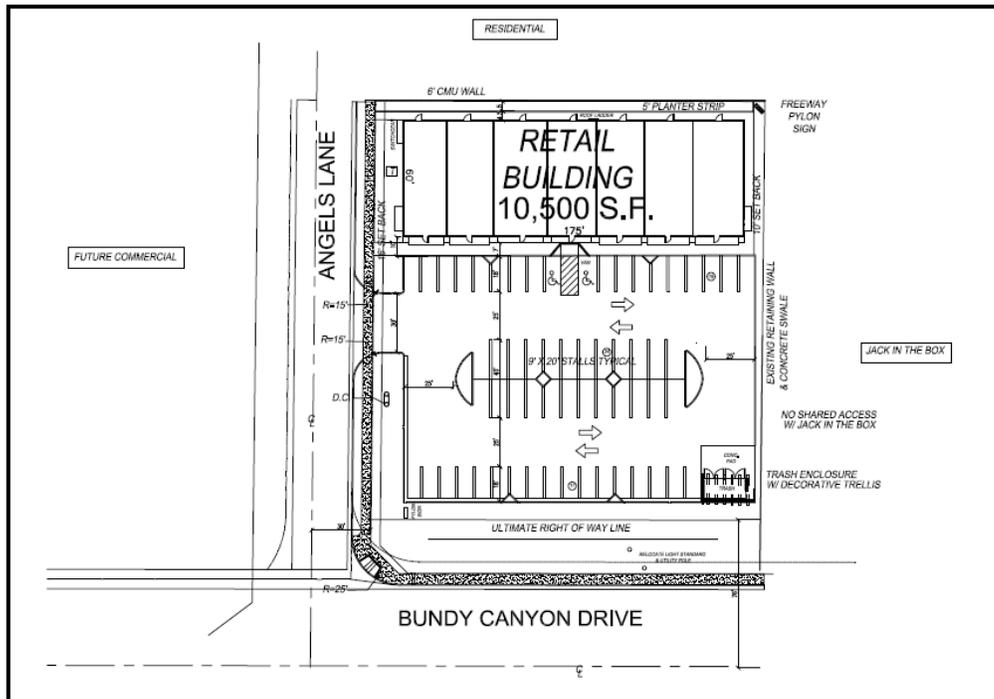
Plot Plan/Site Plan:

The Plot Plan is being proposed to develop the 1.27 acre site with a 10,500 square-foot multitenant retail building (refer to proposed site plan on the following page). The site generally drains from the west to south and is fairly flat. The site consists of two (2) parcels which will be merged into one parcel via a Parcel Merger. Site access is provided via a driveway off of Angels Lane. On-site circulation is provided via a 24-foot wide drive aisle that is has a circular pattern. The design meets the City and Riverside County Fire Department’s standards.

The project will have a 6-foot decorative block wall along the north property line and an existing 4-foot decorative retaining wall along the east property line. The street frontages along Angels Lane and Bundy Canyon Drive will have a landscape planter that will enhance the streetscape. This meets City standards.

Subway restaurant intends to occupy the middle portion of the retail building which will have six (6) interior partition walls for future tenants. Included is a plumbing trench that will run perpendicular to the rear of the building to allow future tenants to tap into the plumbing. Each tenant space will prime frontage views from Bundy Canyon Road and will have main entry access from the parking area. Each tenant will also have secondary access at the rear of the building for deliveries or emergency exiting. The propose site pan exhibit on the following page reflects the site plan design.

Proposed Site Plan



Drainage and Water Quality

The grading plan shows that the proposed parking area will drain from north to south. At the southern parking lot boundary there are curb openings that allow the parking lot runoff to enter the detention basin adjacent to Bundy Canyon Road, which will be . The runoff will be treated in the proposed detention basin. Additionally, a water quality swale is proposed north of the building to convey water from the roof drains, and the small area behind the building. This runoff will also be treated as it traverses west to and then south and to ultimately entering the detention basin. Over- flow from the detention basin will then be discharged into Bundy Canyon via a parkway drain.

Off- site drainage entering the property from the north will be intercepted and conveyed, via a ditch, to Angels Lane. It will then head and then south, via improvements (to be installed by the developer)is project, to Bundy Canyon Road. Off site drainage coming tributary to the site from the east is currently collected in an existing concrete swale that is conveyed south to Bundy Canyon Road. This project is required to proposing to keep the existing concrete swale which and will not modify this drainage, nor create any impacts.

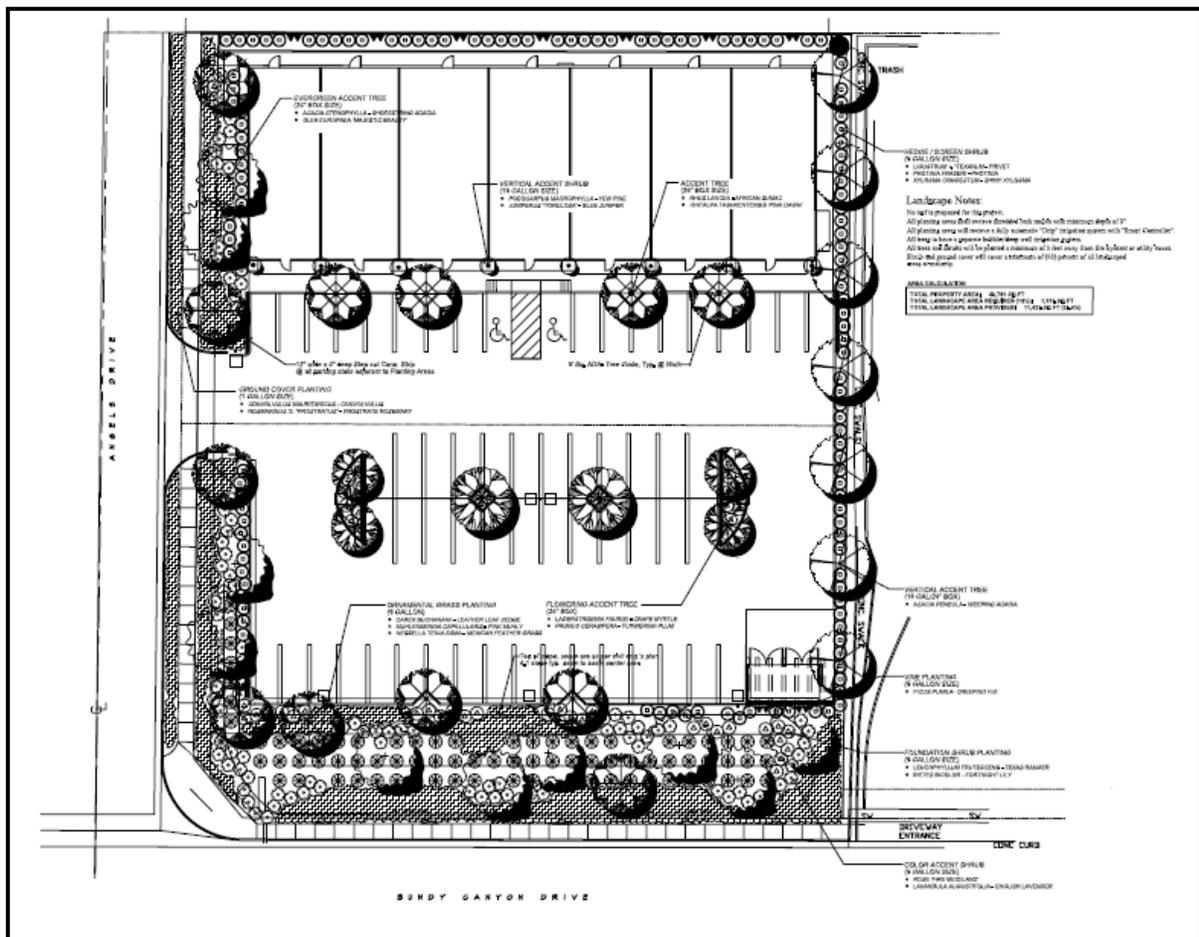
Landscape Plan:

The conceptual landscape plan achieves a low water usage design that will not have turf/grass areas. The landscape plan complies with the with City's landscape standards for water efficiency by consisting of shrubs, ground cover and trees.

The plans show the use of vertical accent trees (*Acacia Pendula* & *Acacia Stenophylla*) along Bundy Canyon Road and Angels Lane. A variety of shrubs are provided consisting of Texas Ranger (*Leucophyllum frutescens*) and Fortnight lily (*Diets Bicolor*). Ground cover planting will include Convolvulus (*Convolvulus Mauritanicus*) and Prostrate Rosemary (*Rosmarinus O."Prostratus"*). The interior parking lot will be planted with a combination of African Sumac (*Rhus Lancea*), Crape Myrtle (*Lagerstromia Fauriei*) and Flowering Gum (*Prunus Cerasiferia*) trees for color and accent. Interior planters will have the same foundation of shrub planting consistent with the street landscaping.

Bordering planting areas to the north and east boundaries will have a combination of hedge shrubs such as Texas Privet (*Ligustrum J. Texanum*), Photinia (*Photinia Fraseri*) and Shiny Xylosma (*Xylosma Congestum*). The proposed front trash enclosure is screened with a 6-foot decorative block wall which will have creeping fig vines (*Ficus Pumila*). A copy of the proposed landscape plan exhibit is provided on the next page.

Proposed Landscape Plan



Parking & Circulation:

According to the Zoning Ordinance, the project requires 5.5 parking spaces per 1,000 square feet of net leasable floor space. Therefore, the project is required to have 58 parking spaces. The applicant is providing 60 parking spaces that include the required 3 handicap parking spaces. The style and design of the parking stalls meet the City's minimum standards. Please refer to the full size plans.

Architectural Elevations:

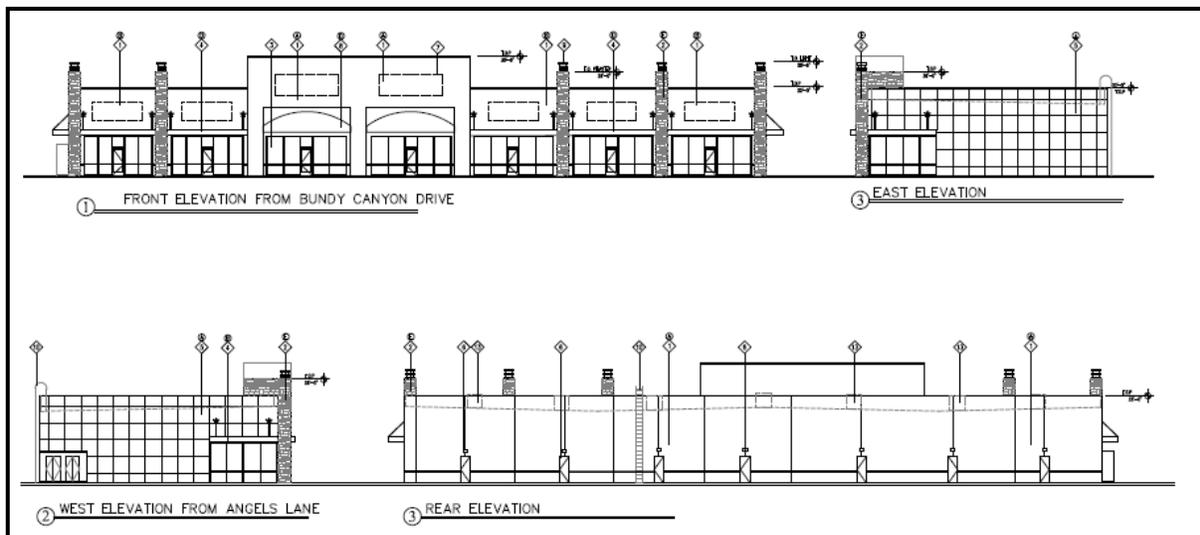
The applicant is proposing a modern commercial/retail architectural style that is compatible with other new commercial centers in the City, such as the Renaissance Plaza shopping center and The Shops at Clinton Keith Road. The building will be comprised of a stucco exterior with two complimentary earth tone colors to enhance the elevations of the building.

The design also incorporates architectural features such as 28-foot high rectangular columns wrapped with stone veneer with decorative caps at the top which will incorporate very-low level emitting lights that will shine downward, creating a warm, friendly, lighted environment for people to shop in the evening. The site will also have decorative overhang steel trellises and fabric awning along the front elevation to provide character and shading. Given the above mentioned description City staff is supportive of the proposed design. An architectural rendering and elevation exhibit are shown below. A full copy of the architectural details are provided in the plan packet (under separate cover).

Architectural Rendering



Proposed Elevations



DISCUSSION & ANALYSIS:

Change of Zone:

The proposed Change of Zone from R-R (Rural Residential) to C-1/C-P (General Commercial) is necessary for the project to be developed as a multi-tenant retail building. Since retail buildings are not permitted in the R-R (Rural Residential) zone, the C-1/C-P zone is the most appropriate zone designation for the project. It is also consistent with the General Plan designation of Commercial Retail, and the adjacent zoning designations for the Jack-in-the-Box restaurant and Arco gas station located east of the site. Staff supports the proposed Change of Zone based on the findings discussed in the staff report.

Plot Plan/Site Plan:

The proposed site plan has been evaluated to ensure compliance with the development standards outlined in the C-1/C-P zone related to parking, landscaping, building height, setbacks, etc. As the table below illustrates, the proposed site plan meets and/or exceeds the minimum development standards for the C-1/C-P zone. Table 1 on the following page provides a compliance summary of the project as it relates to the development standards of the C-1/C-P zone.

Table 1 – Development Standards

Development Standard	Zoning Ordinance Standard	Proposed Project Specifics	Meets Requirements
Front Setback ¹	0 feet	172 feet	Yes
Side Setback(s)	0 feet	10 and 20 feet	Yes
Rear Setback	0 feet	10 feet	Yes
Building Height	50 feet max.	30 feet	Yes
Off-street Parking	58 spaces	60 spaces	Yes
Landscaping	10%	15%	Yes

Note: ¹ The C-1/C-P zone does not have minimum setback requirements unless a building exceeds 35 feet in height.

In addition to the project being in compliance with the C-1/C-P development standards, the project has been conditioned to ensure compliance with the Public Works/Engineering requirements and the Riverside County Fire Department.

Drainage and Water Quality

A preliminary project specific drainage study and a preliminary water quality management plan were reviewed by Staff to ensure compliance with the City of Wildomar standards, Riverside County Flood Control and Water Conservation District hydrology manual, and the Riverside County Drainage Area Management Plan. In order to mitigate for its drainage and water quality impacts, the project includes a water quality swale and detention basin. The drainage study and WQMP demonstrate that the proposed drainage improvements will mitigate for increased runoff generation including the quality, quantity, volume and duration. A final drainage study and WQMP will be submitted for review and approval prior to the issuance of a grading permit. It is staff's opinion that drainage and water quality are consistent with City standards.

Landscape Plan:

The City Landscape Architect has reviewed the conceptual landscape plan and supports the proposed landscaping design because it complies with the City's landscape standards that require water efficiency landscaping and water conservation. A final detailed landscape and irrigation plan will be submitted for review and approval prior to the issuance of building permits.

Architectural Elevations:

The applicant is proposing a modern commercial architectural style that is compatible with other commercial buildings in the City. The building will be comprised of a stucco

exterior with earth tone colors. The design incorporates architectural features such as high columns with stone veneer and overhang steel trellises. Staff supports the design concept which enhances the aesthetic quality of the general area.

CEQA COMPLIANCE:

In accordance with the California Environmental Quality Act (CEQA - Public Resources Code Section 21000–21178.1), an Initial Study was prepared to analyze the proposed retail development project to determine any potential significant impacts upon the environment that would result from implementation of the project. The Initial Study (Environmental Assessment) is intended to inform the decision-makers, affected agencies and the general public of potential environmental impacts associated with the proposed, and is key to determining whether a Negative Declaration, Mitigated Negative Declaration or an Environmental Impact Report is required.

The Planning Department originally prepared the draft Mitigated Negative Declaration and Mitigation Monitoring Program for Planning Application No. 10-0222. The Mitigated Negative Declaration was released for the required 20-day public review period which began on December 3, 2010 and concluded on December 22, 2010.

On the last day of the review period, staff received one comment letter from Mr. Ray Johnson citing additional analysis needed to be done regarding noise and traffic. After discussing this with the City Attorney's office, staff chose to revise the Mitigated Negative Declaration to address the comments raised by Mr. Johnson. This resulted in a 4-month delay and several thousand dollars in additional costs to the applicant.

The revised Mitigated Negative Declaration was completed by staff and we believe that Mr. Johnson's comments have been adequately addressed. A copy of staff's responses to Mr. Johnson's comments are contained in the Mitigated Negative Declaration document. A copy of the response letter is provided for Council consideration in this report (Attachment E).

The revised Mitigated Negative Declaration was released for a second 20-day review period which began on May 18, 2011 and concluded on June 6, 2011. No public comments were received during this review period. A copy of the revised Mitigated Negative Declaration was sent directly to Mr. Johnson at his request. No comments were received from Mr. Johnson on the revised Mitigated Negative Declaration. In addition, he did not attend the July 6, 2011 Planning Commission meeting. A copy of the Mitigated Negative Declaration is provided for Council (Attachment F).

REQUIRED PROJECT FINDINGS:

CEQA 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 proposed Mitigated Negative Declaration and Mitigation Monitoring Program and documents incorporated therein by reference, any written comments received and responses provided, the

proposed Mitigation Monitoring Program and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby finds and determines as follows:

A. Review Period: That the City has provided the public review period for the Mitigated Negative Declaration and Mitigation Monitoring Program for the required 20-day public review period required by CEQA Guidelines Sections 15073 and 15105.

B. Compliance with Law: That the Mitigated Negative Declaration and Mitigation Monitoring Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.) and the local CEQA Guidelines and Thresholds of Significance adopted by the City of Wildomar.

C. Independent Judgment: That the Mitigated Negative Declaration reflects the independent judgment and analysis of the City.

D. Mitigation Monitoring Program: That the Mitigation Monitoring Program is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements or other measures as required by Public Resources Code Section 21081.6.

E. No Significant Effect: That revisions made to the project plans agreed to by the applicant and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the Planning Commission finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. Therefore, the City Council concludes that the project will not have a significant effect on the environment with the proposed Mitigation Measures.

Change of Zone Application:

In accordance with the provisions of the Wildomar Zoning Ordinance, the City Council makes the following finding for the proposed Change of Zone No. 10-0222.

A. The proposed change of zone is in conformance with the adopted General Plan for the City.

The General Plan Land Use Designation for the project site is Commercial Retail. According to the consistency rezoning table established with the adopted General Plan, the General Commercial (C-1/C-P) Zone is highly consistent with the General Plan. Consequently, the change of zone from Rural Residential (R-R) to C-1/C-P is in conformance with the General.

Plot Plan Application:

Pursuant to Section 17.216 of the Wildomar Zoning Ordinance, and in light of the record before it including the staff report dated August 10, 2011 and all evidence and testimony heard at the public hearing for Plot Plan No. 10-0222, the City Council finds as follows.

- A. The proposed use is consistent with the Wildomar General Plan and Zoning Ordinance.

The proposed commercial use is consistent with the surrounding land uses according to the General Plan. The project complies with the applicable provisions of the Zoning Ordinance including, but not limited to, Chapter 17.2 16 (Plot Plans), Chapter 17.188 (Off Street Vehicle Parking Standards), and Chapter 17.72 (General Commercial Zone), and Chapter 17.276 (Water Efficient Landscapes). Considering all of these aspects, the project furthers the objectives and policies of the General Plan and is compatible with the general land uses as specified in the General Plan. The project will be consistent with the intent of the Zoning Ordinance since it meets and/or exceeds the minimum development standards for commercial centers in the C1/CP Zone as illustrated in the staff report. Additionally, conditions have been added to the project to ensure that all the minimum requirements of the City Zoning Ordinance are met.

- B. The overall development of the land shall be designed for the protection of the public health, safety, and general welfare.

The proposed project is located in an area identified and zoned for commercial development according to the General Plan and Zoning Ordinance. The site access and site development plan, including the architectural elevations have been designed to be consistent with the zone standards related to commercial uses, thus, further protecting the public health, safety, and general welfare.

- C. The overall development of the land shall be designed to conform to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.

The proposed project has been designed to conform to a logical pattern of development as envisioned by the General Plan. The properties to the south, east and west have a General Plan Land Use Designation of Commercial Retail. The property to the north also has a General Plan Land Use for Commercial Retail but has been development for residential use, since it is zoned for Rural Residential. This Commercial development has proposed the construction of a six foot high decorative block wall along the rear property line and a low decorative block wall along the east property line separating it from the existing Jack and the Box fast food restaurant. Between this development and the two streets (Bundy Canyon Road and Angels Lane) there will be a 16 to 35 foot of landscape buffer. As a result, the project will be compatible with the surrounding developed sites.

- D. The Plot Plan considers the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion.

The project is located at the northeastern corner of Bundy Canyon Road and Angel Lane. Access to the site will only occur from Angel Lane to ensure safe ingress and egress. The project is conditioned to construct street improvements along Bundy Canyon Road and Angel Lane. These improvements will include curb, gutter, and sidewalk.

- E. The Plot Plan takes into consideration topographical and drainage conditions, including the need for dedication and improvements of necessary structures.

The construction of the Project has been conditioned to comply with all applicable City ordinances, codes, and standards including, but not limited to, the relating to storm water runoff management and other drainage controls regulations (i.e., WQMP). The project drainage design will capture storm runoff in the catch basin filters and/or sub-surface detention basin incorporated into the project design and release runoff back into the natural stream channels without substantially altering the existing drainage pattern and without causing substantial erosion or siltation.

- F. All plot plans which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel.

The project proposes to construct a single structure on a single parcel. In addition, any future sale of a portion of the site will require City approval of a subdivision or condominium map. The project fully complies with this requirement.

FISCAL IMPACT:

There will be an increase in sales tax revenue to the City's General Fund from development of this commercial/retail project.

Submitted by:

Approved by:

Matthew C. Bassi
Planning Director

Frank Oviedo
City Manager

ATTACHMENTS:

- A. Council Resolution No. 2011 - ____ adopting a Mitigated Negative Declaration.
Exhibit 1 - Mitigated Negative Declaration (under separate cover)
- B. Council Ordinance No. ____ for Change for Zone No. 10-0222.
- C. Council Resolution No. 2011 - ____ for Plot Plan No. 10-0222.
Exhibit 1 - Departmental Conditions of Approval
- D. Excerpts of the draft Planning Commission meeting minutes from July 6, 2011.
- E. Staff Response Letter to Mr. Ray Johnson.
- F. Full Size Development Plans for Plot Plan No. 10-0222 (under separate cover)

ATTACHMENT A

**COUNCIL RESOLUTION ADOPTING A
MITIGATED NEGATIVE DECLARATION**

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM FOR CHANGE OF ZONE AND PLOT PLAN NO. 10-0222 (SUBWAY RETAIL PROJECT) LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and 366-390-027)

WHEREAS, the Planning Department has received an application for a Change of Zone from R-R (Rural Residential) to C-1/C-P (General Commercial), and a Plot Plan for the development of a 10,500 square-foot multitenant retail building on a 1.27 acre site located at 21940 Bundy Canyon Road filed by:

Applicant/Owner: Onkard Sud
Project Location: 21940 Bundy Canyon Road
APN: 366-390-026 and 366-390-027
Lot Area: 1.27 acres

WHEREAS, the City Council has the authority in accordance with the provisions of the Wildomar Zoning Ordinance to take action on Change of Zone and Plot Plan No. 10-0222 located at 21940 Bundy Canyon Road; and

WHEREAS, Change of Zone from R-R (Rural Residential) to C-1/C-P (General Commercial), and a Plot Plan for the development of a 10,500 square-foot multitenant retail building a 1.27 acre site is considered a "project" as defined by the California Environmental Quality Act, Public Resources Ordinance § 21000 et seq. ("CEQA"); and

WHEREAS, On November 30, 2011, using a method permitted under CEQA Guidelines Section 15072(b), the City provided Notice of Intent to adopt a Mitigated Negative Declaration to the public, responsible agencies and the Riverside County Clerk; and

WHEREAS, the Planning Department released the draft Mitigated Negative Declaration and Mitigation Monitoring Program for the required 20-day review period which began on December 3, 2011 and concluded on December 22, 2010. During the review period, City staff received public comments from Mr. Ray Johnson representing Johnson and Sedlack Attorneys at Law that required revisions to the draft Mitigated Negative Declaration and Mitigation Monitoring Program; and

WHEREAS, On May 15, 2011, using a method permitted under CEQA Guidelines Section 15072(b), the City provided a second Notice of Intent to adopt a Mitigated Negative Declaration to the public, responsible agencies and the Riverside County Clerk; and

WHEREAS, City staff revised the draft Mitigated Negative Declaration and Mitigation Monitoring Program document to address public comments and was re-released for a second 20-day review period that began on May 18, 2011 and concluded

on June 6, 2011. No public review comments were received during this review period; and

WHEREAS, on June 24, 2011, the City gave public notice by mailing to adjacent property owners within 300-foot radius of the project site, notifying the public of the Planning Commission's intent to recommend adoption of the Mitigated Negative Declaration and Mitigation Monitoring Program and the holding of a public hearing for the proposed project; and

WHEREAS, on June 25, 2011, the City published a legal notice in The Californian, a newspaper local circulation, notifying the public of the Planning Commission's intent to recommend adoption of the Mitigated Negative Declaration and Mitigation Monitoring Program and the holding of a public hearing for the proposed project; and

WHEREAS, on July 6, 2011, the Planning Commission of the City of Wildomar held a noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed Mitigated Negative Declaration and Mitigation Monitoring Program for Change of Zone and Plot Plan No. 10-0222, and at which the Planning Commission considered the proposed project; and

WHEREAS, on August 10, 2011, the City Council of the City of Wildomar held a noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed Mitigated Negative Declaration and Mitigation Monitoring Program for Change of Zone and Plot Plan No. 10-0222, and at which the City Council considered the proposed project.

NOW THEREFORE, the City Council of the City of Wildomar, California does hereby resolve, determine and order as follows:

SECTION 1. CEQA 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 proposed Mitigated Negative Declaration and Mitigation Monitoring Program and documents incorporated therein by reference, any written comments received and responses provided, the proposed Mitigation Monitoring Program and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby find and determine as follows:

A. Review Period: That the City has provided the public review period for the Mitigated Negative Declaration and Mitigation Monitoring Program for the required 20-day public review period required by CEQA Guidelines Sections 15073 and 15105.

B. Compliance with Law: That the Mitigated Negative Declaration and Mitigation Monitoring Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.)

and the local CEQA Guidelines and Thresholds of Significance adopted by the City of Wildomar.

C. Independent Judgment: That the Mitigated Negative Declaration reflects the independent judgment and analysis of the City of Wildomar.

D. Mitigation Monitoring Program: That the Mitigation Monitoring Program is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements or other measures as required by Public Resources Code Section 21081.6.

E. No Significant Effect: That revisions made to the project plans agreed to by the applicant and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the City Council finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. Therefore, the City Council concludes that the project will not have a significant effect on the environment with the proposed Mitigation Measures.

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP).

The City Council finds that the project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. CITY COUNCIL ACTION.

Based on the foregoing findings, and on substantial evidence in the whole of the record, the City Council hereby takes the following actions:

A. Adoption of the Mitigated Negative Declaration: The City Council hereby adopts the Mitigated Negative Declaration and Mitigation Monitoring Program (Exhibit 1 attached hereto) for Change of Zone and Plot Plan No. 10-0222 comprised of a Change of Zone from R-R (Rural Residential) to C-1/C-P (General Commercial), and the Plot Plan for the development of a 10,500 square-foot multitenant retail building.

B. Notice of Determination: In compliance with Public Resources Ordinance §21152 and CEQA Guidelines §15075, the Planning Director shall prepare a Notice of Determination concerning the approval and adoption of the Mitigated Negative Declaration, and within five (5) working days of project approval, file the Notice with the Riverside County Clerk for posting.

C. Location: The Mitigated Negative Declaration/Mitigation Monitoring Program and all documents incorporated therein or forming the record of decision, therefore, shall be filed with the Planning Department at the Wildomar City Hall, 23873

Clinton Keith Rd., Suite 201, Wildomar, California 92595, and shall be made available for public review upon request.

PASSED, APPROVED AND ADOPTED this 10th day of August.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT 1

**Mitigated Negative Declaration & Mitigation Monitoring Program
(under separate cover)**

ATTACHMENT B

COUNCIL ORDINANCE FOR CHANGE OF ZONE 10-0222

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 10-0222 TO CHANGE THE ZONING FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) ON A 1.27 ACRE SITE LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and 366-390-027)

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN 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 proposed Mitigated Negative Declaration and Mitigation Monitoring Program and documents incorporated therein by reference, any written comments received and responses provided, the proposed Mitigation Monitoring Program and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby find and determine as follows:

A. Review Period: That the City has provided the public review period for the Mitigated Negative Declaration and Mitigation Monitoring Program for the required 20-day public review period required by CEQA Guidelines Sections 15073 and 15105.

B. Compliance with Law: That the Mitigated Negative Declaration and Mitigation Monitoring Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.) and the local CEQA Guidelines and Thresholds of Significance adopted by the City of Wildomar.

C. Independent Judgment: That the Mitigated Negative Declaration reflects the independent judgment and analysis of the City of Wildomar.

D. Mitigation Monitoring Program: That the Mitigation Monitoring Program is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements or other measures as required by Public Resources Code Section 21081.6.

E. No Significant Effect: That revisions made to the project plans agreed to by the applicant and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the City Council finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the

environment. Therefore, the City Council concludes that the project will not have a significant effect on the environment with the proposed Mitigation Measures.

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP).

The City Council finds that the project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. GENERAL PLAN CONSISTENCY.

The City Council hereby finds that the proposed Change of Zone No. 10-0222 to the Official Zoning Map from R-R (Rural Residential) to C-1/C-P (General Commercial) conforms with, and is consistent with, the goals, policies, text and exhibits of the adopted City of Wildomar General Plan land use designation of Commercial Retail for the 1.2 acre site located at 21940 Bundy Canyon Road.

SECTION 4. ZONE CHANGE FINDINGS

In accordance with the provisions of the Wildomar Zoning Ordinance, the City Council makes the following finding for the proposed Change of Zone No. 10-0222.

- A. The proposed change of zone is in conformance with the adopted General Plan for the City.

The General Plan Land Use Designation for the project site is Commercial Retail. According to the consistency rezoning table established with the adopted General Plan, the General Commercial (C-1/C-P) Zone is highly consistent with the General Plan. Consequently, the Change of Zone from Rural Residential (R-R) to C-1/C-P is in conformance with the City of Wildomar General Plan.

SECTION 5. ZONE CHANGE.

The City Council, based on the findings above, hereby approves a change to the official Zoning Map of the City of Wildomar to amend a 1.27 acre site located at 21940 Bundy Canyon Road (APN: 366-390-026 and 366-390-027) to change the zoning from R-R (Rural Residential) to C-1/C-P (General Commercial).

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect and be in full force and operation thirty (30) days after adoption.

SECTION 7. APPLICABILITY

If any section, subsection, subdivision, sentence, clause, 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 the 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, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 8. ADOPTION

The city clerk shall certify to the adoption of this ordinance and shall cause the same to be published in accordance with law.

ADOPTED AND ENACTED this _____ day of _____, 2011.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

ATTACHMENT C

COUNCIL RESOLUTION FOR PLOT PLAN NO. 10-0222

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PLOT PLAN NO. 10-0222 FOR THE DEVELOPMENT OF A 10,500 SQUARE-FOOT MULTI-TENANT RETAIL BUILDING ON A 1.27 ACRE SITE LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and 366-390-027)

WHEREAS, the Planning Department has received an application for a lot Plan for the development of a 10,500 square-foot multitenant retail building on a 1.27 acre site located at 21940 Bundy Canyon Road filed by:

Applicant/Owner: Onkard Sud
Project Location: 21940 Bundy Canyon Road
APN: 366-390-026 and 366-390-027
Lot Area: 1.27 acres

WHEREAS, the City Council has the authority in accordance with the provisions of the Wildomar Zoning Ordinance to take action on Plot Plan No. 10-0222 located at 21940 Bundy Canyon Road; and

WHEREAS, On November 30, 2011, using a method permitted under CEQA Guidelines Section 15072(b), the City provided Notice of Intent to adopt a Mitigated Negative Declaration to the public, responsible agencies and the Riverside County Clerk; and

WHEREAS, the City Planning Department released the draft Mitigated Negative Declaration and Mitigation Monitoring Program for the required 20-day review period which began on December 3, 2011 and concluded on December 22, 2010. During the review period, City staff received public comments from Mr. Ray Johnson representing Johnson and Sedlack Attorneys at Law that required revisions to the draft Mitigated Negative Declaration and Mitigation Monitoring Program; and

WHEREAS, On May 15, 2011, using a method permitted under CEQA Guidelines Section 15072(b), the City provided a second Notice of Intent to adopt a Mitigated Negative Declaration to the public, responsible agencies and the Riverside County Clerk; and

WHEREAS, City staff revised the draft Mitigated Negative Declaration and Mitigation Monitoring Program document to address public comments and was re-released for a second 20-day review period that began on May 18, 2011 and concluded on June 6, 2011. No public review comments were received during this review period; and

WHEREAS, on June 24, 2011, the City gave public notice by mailing to adjacent property owners within a 300-foot radius of the project site, and by publishing a legal notice in the Californian, a newspaper local circulation, notifying the public of the holding

of a public hearing for the proposed project to be considered by the Wildomar Planning Commission; and

WHEREAS, on June 25, 2011, the City published a legal notice in The Californian, a newspaper local circulation, notifying the public of the holding of a public hearing for the proposed project to be considered by the Wildomar Planning Commission; and

WHEREAS, on July 6, 2011, the Planning Commission of the City of Wildomar held a noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed Plot Plan No. 10-0222 , and at which the Planning Commission considered the proposed Plot Plan; and

WHEREAS, on August 10, 2011, the City Council of the City of Wildomar held a noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed Plot Plan No. 10-0222, and at which the Planning Commission considered the proposed Plot Plan.

NOW THEREFORE, the City Council of the City of Wildomar, California does hereby resolve, determine and order as follows:

SECTION 1. CEQA 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 proposed Mitigated Negative Declaration and Mitigation Monitoring Program and documents incorporated therein by reference, any written comments received and responses provided, the proposed Mitigation Monitoring Program and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby find and determine as follows:

A. Review Period: That the City has provided the public review period for the Mitigated Negative Declaration and Mitigation Monitoring Program for the required 20-day public review period required by CEQA Guidelines Sections 15073 and 15105.

B. Compliance with Law: That the Mitigated Negative Declaration and Mitigation Monitoring Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.) and the local CEQA Guidelines and Thresholds of Significance adopted by the City of Wildomar.

C. Independent Judgment: That the Mitigated Negative Declaration reflects the independent judgment and analysis of the City of Wildomar.

D. Mitigation Monitoring Program: That the Mitigation Monitoring Program is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully

enforceable through permit conditions, agreements or other measures as required by Public Resources Code Section 21081.6.

E. No Significant Effect: That revisions made to the project plans agreed to by the applicant and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the City Council finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. Therefore, the City Council concludes that the project will not have a significant effect on the environment with the proposed Mitigation Measures.

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP).

The City Council finds that the project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. PLOT PLAN FINDINGS.

Pursuant to Section 17.216 of the Wildomar Zoning Ordinance, and in light of the record before it including the staff report dated August 10, 2011 and all evidence and testimony heard at the public hearing for Plot Plan No. 10-0222, the City Council hereby find and determine as follows.

A. The proposed use is consistent with the Wildomar General Plan and Zoning Code.

The proposed commercial use is consistent with the surrounding land uses according to the General Plan. The project complies with the applicable provisions of the Zoning Ordinance including, but not limited to, Chapter 17.2 16 (Plot Plans), Chapter 17.188 (Off Street Vehicle Parking Standards), and Chapter 17.72 (General Commercial Zone), and Chapter 17.276 (Water Efficient Landscapes). Considering all of these aspects, the project furthers the objectives and policies of the General Plan and is compatible with the general land uses as specified in the General Plan. The project will be consistent with the intent of the Zoning Ordinance since it meets and/or exceeds the minimum development standards for commercial centers in the C1/CP Zone as illustrated in the Staff Report. Additionally, conditions have been added to the project to ensure that all the minimum requirements of the City Zoning Ordinance are met.

B. The overall development of the land shall be designed for the protection of the public health, safety, and general welfare.

The proposed project is located in an area identified and zoned for commercial development according to the General Plan and Zoning Ordinance. The site access and site development plan, including the architectural elevations have

been designed to be consistent with the zone standards related to commercial uses, thus, further protecting the public health, safety, and general welfare.

- C. The overall development of the land shall be designed to conform to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.

The proposed project has been designed to conform to a logical pattern of development as envisioned by the General Plan. The properties to the south, east and west have a General Plan Land Use Designation of Commercial Retail. The property to the north is also commercial but has been development for residential use, since it is zoned for Rural Residential. This Commercial development has proposed the construction of a six foot high decorative block wall along the rear property line and a low decorative block wall along the east property line. Between this development and the two streets (Bundy Canyon and Angels Lane) there will be 15 feet of landscaping. As a result,, the project will be compatible with the surrounding developed sites..

- D. The Plot Plan considers the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion.

The project is located at the northeastern corner of Bundy Canyon Road and Angel Lane. Access to the site will only occur from Angel Lane to ensure safe ingress and egress. The project is conditioned to construct street improvements along Bundy Canyon Road and Angel Lane. These improvements will include curb, gutter, and sidewalk.

- E. The Plot Plan takes into consideration topographical and drainage conditions, including the need for dedication and improvements of necessary structures.

The construction of the Project has been conditioned to comply with all applicable City ordinances, codes, and standards including, but not limited to, the relating to storm water runoff management and other drainage controls regulations (i.e., WQMP). The project drainage design will capture storm runoff in the catch basin filters and/or sub-surface detention basin incorporated into the project design and release runoff back into the natural stream channels without substantially altering the existing drainage pattern and without causing substantial erosion or siltation.

- F. All plot plans which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel.

The project proposes to construct a single structure on a single parcel. In addition, any future sale of a portion of the site will require City approval of a

subdivision or condominium map. The project fully complies with this requirement.

SECTION 4. CITY COUNCIL ACTION.

The City Council hereby takes the following action:

1. Adopt Council Resolution No. 2011 - ____ approving Plot Plan No. 10-0222 for the development of a 10,500 square-foot multi-tenant retail building on a 1.27 acre site located at 21940 Bundy Canyon Road (APN: 366-390-026 and 366-390-027), subject to the Conditions of Approval attached hereto and incorporated by this reference as Exhibit 1 of this Resolution.

PASSED, APPROVED AND ADOPTED this 10th day of August.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT 1

CITY OF WILDOMAR CONDITIONS OF APPROVAL

Planning Application Number: Plot Plan No. 10-0222	
Project Description: The development of a 10,500 square-foot multi-tenant retail building located at 21940 Bundy Canyon Road.	
Assessor's Parcel Number(s): 366-390-026 and 366-390-027	
Approval Date: August 10, 2011	Expiration Date: August 10, 2013

PLANNING DEPARTMENT

General Requirements/Conditions:

1. Approval of Plot Plan No. 10-0222 shall expire on August 10, 2013 (2 years after project approval by City Council) if the building permits have not been issued. The applicant may file for an Extension of Time provided a written request and required filing fee is submitted to the Planning Department at least 60 days (June 10, 2013) prior to the expiration date.
2. No later than August 11, 2011, the applicant shall deliver to the Planning Department a cashier's check or money order made payable to the Riverside County Clerk in the amount of **\$2,108.00** which includes the \$2,044.00 fee required by the California Department of Fish and Game per Ordinance Section 711.4(d)(3), and the \$64.00 Riverside County administrative fee.
3. The applicant shall review and sign below the Acceptance of Conditions of Approval provided by the Planning Department and return the signed page with an original signature to the Planning Department no later than August 26, 2011.

Applicant's Signature

Date

4. The applicant shall pay all outstanding application deposit account balances related to Planning Application No. 10-0222 no later than August 23 2011 (prior to the date of the 2nd reading of the City Council Ordinance).
5. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies,

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

6. The project shall be developed and constructed in accordance with the stamped approved plans dated August 10, 2011.
7. Project color/ material arrangement will be the following per approved plans:
 - a. Walls Edwards DEC 7839 "Golden Gate"
Edwards DEC 722 "Baja White"
 - b. Steel Trellis Edwards DE 6049 "Chaps"
 - c. Stone Veneer Mountain Ledge "Buckskin"
8. In order to mitigate any potential impacts to unknown subsurface archaeological resources during grading operations, if an archeological resource is encountered during grading activities all grading shall be halted or diverted until a qualified archaeologist can assess the resources. Consequently, the following requirement shall be included in the Notes Section of any grading plan: "If at any time during excavation/construction of the site, archaeological/cultural resources, or any artifacts or other objects which reasonably appears to be evidence of cultural or archaeological resource are discovered, the property owner shall immediately advise the City of such and the City shall cause all further excavation or other disturbance of the affected area to immediately cease. The Planning Director at his/her sole discretion may require the property owner to deposit a sum of money it deems reasonably necessary to allow the City to consult and/or authorize an independent, fully qualified specialist to inspect the site at no cost to the City, in order to assess the significance of the find. Upon determining that the discovery is not an archaeological/cultural resource, the Planning Director shall notify the property owner of such determination and shall authorize the resumption of work. Upon determining that the discovery is an

archaeological/cultural resource, the Planning Director shall notify the property owner that no further excavation or development may take place until a mitigation plan or other corrective measures have been approved by the Planning Director.”

9. If human remains are encountered, State Health and Safety Ordinance Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Ordinance Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable timeframe. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Ordinance Section 5097.98.
10. The landowner agrees to relinquish ownership of all cultural resources, including all archaeological artifacts that are found on the project area, to the Pechanga Tribe for proper treatment and disposition.
11. If inadvertent discoveries of subsurface archaeological resources are discovered during grading, the Developer, the project archaeologist, and the appropriate Tribe shall assess the significance of such resources and shall meet and confer regarding the mitigation for such resources. If the Developer and the Tribe cannot agree on the significance or the mitigation for such resources, these issues will be presented to the Planning Director for decision. The Planning Director shall make the determination based on the provisions of the CEQA with respect to archaeological resources and shall take into account the religious beliefs, customs, and practices of the appropriate Tribe.
12. All outdoor lighting for project shall conform with the requirements of Chapter 8.80 of the Wildomar Zoning Ordinance (previously known as Ordinance 655).
13. The developer shall obtain City approval for any modifications or revisions to the approval of this project. Deviations not identified on the plans may not be approved by the City, potentially resulting in the need for the project to be redesigned. Amended entitlement approvals may be necessary as a result.
14. No grading shall be performed without the prior issuance of a grading permit by the City.
15. Written permission shall be obtained from the affected property owners allowing any proposed grading and/or facilities to be installed outside of the project boundaries.
16. Prior to the issuance of a grading permit the Applicant shall obtain a hauling route permit for the import/export of material to the satisfaction of the City Engineer.

17. All building construction and design components shall comply with the provisions of the most recent City-adopted edition of the California Building, Plumbing and Mechanical Ordinances, California Electrical Ordinance, California Administrative Ordinance, and all appropriate City of Wildomar Standards and Ordinances.
18. The Applicant shall design and construct American with Disabilities Act (ADA) access from the public right of way to the main building entrance and van accessible parking in accordance with all appropriate City of Wildomar Standards and Ordinances, and ADA requirements and to the satisfaction of the City Engineer and Building Official.
19. The Applicant shall dedicate, design and construct all improvement in accordance with City of Wildomar Improvement Plan Check Policies, as further conditioned herein, and Standards and to the satisfaction of The City Engineer.
20. The Applicant shall be responsible for all costs associated with off-site right-of-way acquisition, including any costs associated with the eminent domain process, if necessary.

Prior to the Issuance of Building Permits:

21. Prior to the issuance of building permits for the proposed project, the applicant shall submit a Parcel Merger for review and approval that merge both properties identified as APN 366-390-026 and 366-390-027.
22. Prior to the issuance of building permits for the proposed project, the applicant shall submit to the Planning Department a sign program for review and approval. The sign program shall conform to the requirements of Section 17.252.040 of the City of Wildomar Zoning Ordinance.
23. Prior to the issuance of building permits, the applicant shall submit to the Planning Department, two (2) sets of detailed landscaping and irrigation plans for review and approval. The landscape and irrigation plans shall be prepared by a registered Landscape Architect and comply with the all applicable provisions of Ordinance No. 859 and the "County of Riverside Guide to California Friendly Landscaping".
24. Landscaping installed for the project shall be continuously maintained to the satisfaction of the Planning Director. If it is determined that the landscaping is not being maintained, the Planning Director shall have the authority to require the property owner to bring the landscaping into conformance with the approved landscape plan. The continued maintenance of all landscaped areas shall be the responsibility of the developer or any successors in interest.
25. Prior to the issuance of a building permit, the applicant shall comply with Building Department requirements in obtaining all necessary permits to construct said structures.

Mitigation Measures for Plot Plan No. 10-0222 (From Mitigation Monitoring Program):

26. The following mitigation measures shall be complied with in accordance with the adopted Mitigation Monitoring Program.

AQ-1 The City of Wildomar will require construction contractors to apply water to the disturbed portions of the project site at least three times per day. On days where wind speeds are sufficient to transport fugitive dust beyond the working area boundary, the City of Wildomar will require contractors to increase watering to the point that fugitive dust no longer leaves the property (typically a moisture content of 12%), and/or the contractor will terminate grading and loading operations.

AQ-2 The project will comply with regional rules such as SCAQMD Rules 402, 403 and 404, which would assist in reducing short-term air pollutant emissions. These dust suppression techniques are summarized below.

- a) Portions of the construction site to remain inactive longer than a period of three months will be seeded and watered until grass cover is grown or otherwise stabilized in a manner acceptable to the City.
- b) All on-site roads will be paved as soon as feasible or watered periodically or chemically stabilized.
- c) All material transported off-site will be either sufficiently watered or securely covered to prevent excessive amounts of dust.
- d) The area disturbed by clearing, grading, earth moving, or excavation operations will be minimized at all times.
- e) Where vehicles leave the construction site and enter adjacent public streets, the streets will be swept daily or washed down at the end of the work day to remove soil tracked onto the paved surface.

AQ-3 All material stockpiles subject to wind erosion during construction activities, which will not be utilized within three days, will be covered with plastic, an alternative cover deemed equivalent to plastic, or sprayed with a nontoxic chemical stabilizer

AQ-4 All vehicles on the construction site will travel at speeds less than 15 miles per hour. This will be enforced by including this requirement in the construction contract between the City and the contracted construction company with penalty clauses for violation of this speed limit.

AQ-5 All engines will be properly operated and maintained. Proper tune for all diesel-powered vehicles and equipment in the South Coast Air Basin requires that fuel injection timing be retarded 2 degrees from the manufacturer's recommendation and use high pressure injectors.

- CUL-1 If during grading or construction activities cultural resources are discovered on the project site, work shall be halted immediately within 50 feet of the discovery and the resources shall be evaluated by a qualified archeologist. Any unanticipated cultural resources that are discovered shall be evaluated and a final report prepared. The report shall include a list of the resources recovered, documentation of each site/locality, and interpretation of resources recovered. In the event the significant resources are recovered and if the qualified archaeologist determines the resources to be historic or unique, mitigation would be required pursuant to and consistent with the CEQA Guidelines sections 15064.5 and 15126.4 and Public Resources Code 21083.2
- CUL-2 At least 30 days prior to seeking a grading permit, the project applicant shall contact the appropriate Tribe¹ to notify the Tribe of grading, excavation and the monitoring program, and to coordinate with the City of Wildomar and the Tribe to develop a Cultural Resources Treatment and Monitoring Agreement. The Agreement shall address the treatment of known cultural resources, the designation, responsibilities, and participation of Native American Tribal monitors during grading, excavation and ground disturbing activities; project grading and development scheduling; terms of compensation; and treatment and final disposition of any cultural resources, sacred sites, and human remains discovered on the site.
- CUL-3 If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable timeframe. Subsequently, the Native American Heritage Commission shall identify the “most likely descendant.” The most likely descendant shall then make recommendations, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code 5097.98.
- CUL-4 The landowner shall relinquish ownership of all cultural resources, including sacred items, burial goods and all archaeological artifacts that are found on the project area to the appropriate Tribe for proper treatment and disposition.
- CUL-5 All sacred sites, should they be encountered within the project area, shall be avoided and reserved as the preferred mitigation, if feasible as determined by a qualified professional in consultation with the

appropriate culturally affiliated Native American Tribe. To the extent that a sacred site cannot be feasibly preserved in place or left in an undisturbed state, mitigation measures shall be required pursuant to and consistent with Public Resources Code Section 21083.2.

- CUL-6 If inadvertent discoveries of subsurface archaeological resources are discovered during grading, work shall be halted immediately within 50 feet of the discovery and the Developer, the project archaeologist, and the appropriate Tribe shall assess the significance of such resources and shall meet and confer regarding the mitigation for such resources. If the Developer and the Tribe cannot agree on the significance or the mitigation for such resources, these issues will be presented to the Planning Director for decision. The Planning Director shall make the determination based on the provisions of the CEQA with respect to archaeological resources and shall take into account the religious beliefs, customs, and practices of the appropriate Tribe. Notwithstanding any other rights available under the law, the decision of the Planning Director shall be appealable to the City of Wildomar. In the event the significant resources are recovered and if the qualified archaeologist determines the resources to be historic or unique, mitigation would be required pursuant to and consistent with the CEQA Guidelines sections 15064.5 and 15126.4 and Public Resources Code 21083.2.
- CUL-7 Prior to the issuance of a grading permit, the developer shall identify the qualified paleontologist to the City of Wildomar who has been retained to evaluate the significance of any inadvertently discovery paleontological resources. If paleontological resources are encountered during grading or project construction, all work in the area of the find shall cease. The project proponent shall notify the City of Wildomar and retain a qualified paleontologist to investigate the find. The qualified paleontologist shall make recommendations as to the paleontological resource's disposition to the Planning Director. The developer shall pay for all required treatment and storage of the discovered resources.
- CUL-8 To address the possibility that cultural resources may be encountered during project construction, a qualified professional shall initially monitor all construction activities that could potentially impact archaeological and or paleontological deposits (e.g., grading, excavation and/or trenching). However, monitoring should be discontinued as soon the qualified professional is satisfied that construction will not disturb cultural resources.
- GEO-1 Prior to the issuance of a grading permit, the applicant shall submit to the Building Department a soils report for the project site prepared by a qualified geotechnical professional. The soils report shall be prepared in accordance with the requirements of California Code of Regulations,

Title 24, Section 1803 of the California Building Code, as adopted by the City of Wildomar under Ordinance 56. This report shall include estimated excavation and fill volumes, compaction standards and methods, and foundation specifications. The report shall depict construction that is in compliance with American Society for Testing and Materials (ASTM) compaction standards and the City of Wildomar grading ordinance, and a structural foundation design shall incorporate modern engineering standards in compliance with the California Building Code. If the soils report indicates the presence of expansive soils on the project site, the report shall recommend actions to be taken by applicant during the construction phase that would prevent structural damage from occurring to the project and any adjacent structures, streets and infrastructure due to the presence of expansive soils. Any and all actions recommended in the soils report to prevent structural damage shall be incorporated into the project as a condition of the issuance of a building permit

HAZ-1 All spills or leakage of petroleum products during construction and operational activities shall be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. The contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility. This measure shall be incorporated into the Stormwater Pollution Prevention Plan prepared for the project development.

HYD-1 Prior to the approval of the grading permit, the applicant shall be required to prepare a Storm Water Pollution and Prevention Plan (SWPPP) consistent with the NPDES General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities (Order No. 2010-0014-DWQ) to be administered through all phases of grading and project construction. The SWPPP shall incorporate Best Management Practices (BMPs) to ensure that potential water quality impacts during construction phases are minimized. The SWPPP shall be submitted to the Santa Ana Regional Water Quality Control Board and to the City for review. A copy of the SWPPP must be kept accessible on the project site at all times. In addition, the applicant will be required to submit, and obtain City approval of, a Final Water Quality Management Plan prior to the issuance of any building or grading permit in order to comply with the Area

Wide Urban Runoff Management Program. The Final Water Quality Management Plan shall be in substantial conformance with the Project Specific Preliminary Water Quality Management Plan (Sake Engineers Inc, 2010), attached as Appendix B. The project shall implement site design BMPs, source control BMPs, and treatment control BMPs as identified in the Preliminary Water Quality Management Plan and refined in the Final WQMP. Site design BMPs shall include, but are not

limited to, landscape buffer areas, onsite ponding areas, roof and paved area runoff directed to vegetated areas, and vegetated swales. Source control BMPs shall include, but are not limited to, education, landscape maintenance, litter control, parking lot sweeping, irrigation design to prevent overspray, and covered trash storage. Treatment control BMPs shall include vegetated swales and a detention basin; or an infiltration device.

NOI-1 Implementation of the following construction noise mitigation measures can reduce potential construction noise impacts to a less than significant level:

- All construction and general maintenance activities (except in an emergency) shall be limited to the hours of 6:00 a.m. to 6:00 p.m. (June through September) and 7:00 a.m. to 6:00 p.m. (October through May).
- The Construction equipment staging and storage areas should be located as far from the residential land uses as possible.
- All construction equipment shall be properly maintained with operating mufflers and air intake silencers as effective as those installed by the original manufacturer.
- Residents living up to 1,000 feet from the property line shall be provided with a construction schedule. A timely notification shall accompany any major changes to this schedule.

NOI-2 On-site noise shall not exceed 65 dBA from the hours of 7:00 a.m. to 10:00 p.m. or 45 dBA from the hours of 10:00 p.m. to 7:00 a.m. This can be achieved by implementing the following policies:

- In order to reach the City's daytime noise threshold of 65 dBA Leq (10 minutes), the developer/builder shall use screens, shields, or enclosures for all project AVAC units that provide at least 10 dBA of attenuation.
- The use of HVAC systems shall be limited to the hours of 7:00 a.m. to 10:00 p.m. to protect residents from nighttime noise. The contact information for Riverside County Department of Health's Office of Industrial Hygiene should be given to nearby residents in case this measure is routinely violated.
- HVAC units shall be placed as far away as possible from neighbor's windows and outdoor areas.
- Ensure that air conditioners are well fastened to the façade / roof as poor attachment can result in an increase in the noise level. Where vibration of the unit results in an increase noise level, isolation springs or feet can be used to reduce vibration.
- Ensure that noisy equipment is regularly serviced to ensure all fixtures and fittings are safe, secure, and do not rattle or vibrate excessively.
- Truck deliveries to future commercial uses shall be limited to between the hours of 7:00 AM and 10:00 PM on weekdays and

- 9:00 AM and 4:00 PM on Saturdays. No deliveries shall occur on Sundays, or as otherwise specified by the City.
- The owners or operators of commercial uses shall post a sign at each loading area that states the idling time for delivery truck engines shall be limited to no more than three minutes.
- TRAN-1 The proposed project shall be required to construct Angels Lane from the north project boundary to Bundy Canyon Road at its ultimate half-section width including landscaping and parkway improvements in conjunction with development.
- TRAN-2 The proposed project shall be required to provide sufficient on-site parking that meets the City of Wildomar parking code requirements.
- TRAN-3 The proposed project shall be required to achieve City of Wildomar and Caltrans standards for sight distance at the project access in conjunction with the preparation of final grading, landscaping, and street improvement plans
- TRAN-4 The proposed project shall be required to implement the appropriate striping in conjunction with the improvements on Angel Lane and Bundy Canyon Road to facilitate off-site transitions
- UTL-1 Prior to the issuance of a building permit, the project applicant shall submit a recycling collection and loading area plan to the Riverside County Waste Management Division.

PUBLIC WORKS/ENGINEERING/BUILDING DEPARTMENTS

General Requirements:

27. All necessary measures to control dust shall be implemented by the developer during grading to the satisfaction of the City Engineer. A PM10 plan may be required at the time a grading permit is issued.
28. Graded slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved by the City Engineer.
29. Grading in excess of 199 cubic yards will require performance security to be posted with the City.
30. The developer shall design and construct all driveways in accordance with the City of Wildomar Improvement Standards.
31. All proposed retaining walls require a separate permit prior to the issuance of any permits. Locations of the proposed walls will be evaluated at Improvement Plan submittal. The walls shall be designed by a Registered Civil Engineer.

32. The improvement plans for the required public improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the City Engineer.
33. All drainage control plans to be reviewed shall be submitted through the City of Wildomar, unless otherwise directed by the City Engineer.
34. According to County GIS, the entire project site is within a fault zone and shall be designed accordingly.

Prior to Issuance of Grading Permits:

35. The developer shall obtain City approval for any modifications or revisions to the approval of this project. Deviations not identified on the plans may not be approved by the City, potentially resulting in the need for the project to be redesigned. Amended entitlement approvals may be necessary as a result.
36. No grading shall be performed without the prior issuance of a grading permit by the City.
37. All building construction and design components shall comply with the provisions of the most recent City-adopted edition of the California Building, Plumbing and Mechanical Ordinances, California Electrical Ordinance, California Administrative Ordinance, and all appropriate City of Wildomar Standards and Ordinances.
38. No obstruction shall be placed on any existing easement. An approval document from easement holders shall be required for any easement encroachment.
39. No obstruction/improvement shall be made that blocks the existing drainage pattern. Any revision may require a grading plan.
40. Provide copies of executed agreements with applicable owners for access, installation, underground installation, etc.
41. Prior to Grading Plan submittal the developer shall provide evidence that these are legal parcels, i.e. certificate of compliance. After adoption of the subdivision map act, a meets and bounds legal description is not sufficient to create a legal parcel. The information that you have submitted indicates that this parcel was created by a meets and bounds description in 1975, after adoption of the subdivision map act. The subdivision map act requires a certificate of compliance.
42. Prior to the issuance of a grading permit, the developer shall submit a geotechnical soils reports to the City Engineer for review and approval prior to issuance of grading permit. All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by City of Wildomar.

43. Prior to issuance of grading permit, the developer shall provide either an offsite easement or obtain written permission from the adjacent property owner for work required on off-site property to install the retaining wall.
44. Prior to the issuance of a grading permit, the developer shall have obtain approval for the import/export location from the City of Wildomar. Additionally, if either location was not previously approved by an Environmental Assessment, prior to issuing a grading permit, a Grading Environmental Assessment shall be submitted to the Planning Director for review and comment and to the City Engineer for approval.
45. Prior to the issuance of a grading permit, the developer shall submit a Final Water Quality Management Plan (WQMP), in conformance with the requirements of the Santa Ana Regional Water Quality Control Board. All stormwater quality treatment devices shall be located outside of the ultimate public right of way. The developer shall design the stormwater quality treatment devices to accommodate all project runoff, ensuring post-construction flows and volumes do not exceed pre-construction levels, in accordance with City of Wildomar's Hydrology Manual, Stormwater Quality Best Management Practice Design Handbook, Improvement Standards, and to the satisfaction of the City Engineer. These BMPs shall be consistent with the Final WQMP and installed to the satisfaction of the City Engineer.
46. Prior to the issuance of grading permit, the developer shall prepare and submit a comprehensive drainage study and plan that includes, but is not limited to: definition with mapping of the existing watersheds; a detailed pre- and post-project hydrologic and hydraulic analysis of the project and project impacts; definition of the local controlling 100-year frequency water levels existing and with project; the proposed method of flow conveyance to mitigate the potential project impacts with adequate supporting calculations; any proposed improvements to mitigate the impacts of increased runoff from the project and any change in runoff; including quality, quantity, volume, and duration in accordance with City of Wildomar's Hydrology Manual, Improvement Standards, and to the satisfaction of the City Engineer.
47. Prior to the 1st Improvement Plan submittal, the developer shall show all easements per the Title Report to the satisfaction of Public Works. Any conflicts with existing easements shall result in the site being redesigned and potentially going back to Planning Commission and City Council.
48. Prior to improvement plan acceptance, the developer shall quitclaim or abandon easement # 9, 'The right to sink well as conveyed to South Elsinore Mutual Water Company Corporation.
49. Prior to improvement plan acceptance, the developer shall dedicate and design the northern half - section of Bundy Canyon Road, measured, 76' from the approved centerline. Right of way will be based on a 152' urban arterial in

accordance with the City of Wildomar Improvement Standards & Specifications and to the satisfaction of the City Engineer.

50. Prior to improvement plan acceptance, the developer shall dedicate and design all appropriate offsite transition on Bundy Canyon Road in accordance with the City of Wildomar Improvement Standards & Specifications and to the satisfaction of the City Engineer.
51. Prior to improvement plan acceptance, the developer shall dedicate and design Angels Lane based on a 60' local street, Standard No. 105 Section "C", in accordance with the City of Wildomar Road Improvement Standards & Specification to the satisfaction of the City Engineer. Improvements shall consist of the easterly half of Angels Lane, measured 30' from approved centerline plus one 10 foot southbound travel lane, including all appropriate slopes and off-site transitions.
52. Prior to improvement plan acceptance, the developer will be required to dedicate and design appropriate improvements and transitions to the west of Angels Lane.
53. Prior to improvement plan acceptance, the developer shall dedicate a public utility easement adjacent to all public and private streets for overhead and/or underground facilities and appurtenances to the satisfaction of the City Engineer.
54. Prior to improvement plan acceptance, the developer shall submit landscaping and irrigation plans within the public right-of-way to the Planning Department. These plans shall include water usage calculations, estimate of irrigation and the location of all existing trees that will remain. All plans and calculations shall be designed and calculated per the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, City Codes and to the satisfaction of the City Engineer.
55. Prior to improvement plan acceptance, the developer shall submit and the City Engineer traffic control plans along Bundy Canyon Road to ensure the continued flow of traffic during construction.
56. Prior to improvement plan acceptance, the developer shall execute a maintenance agreement for the stormwater quality control treatment device to the satisfaction of the City Engineer.

Prior to Issuance of Building Permit

57. Prior to the issuance of a building permit Improvement plans shall be approved by the City Engineer and all improvements to be constructed shall be secured by the Developer.
58. Prior to issuance of a building permit the developer shall provide will serve letters from the appropriate water and sewer agencies.

59. Prior to issuance of a building permit the developer shall install all street name signs at intersections adjacent to the project, public or private and/or replace street name signs in accordance with the City of Wildomar Standard Details and to the satisfaction of the City Engineer.
60. Prior to issuance of a building permit the developer shall annex into all applicable Community Service Areas and Landscaping Maintenance District for landscaping, lighting, drainage and maintenance to the satisfaction of the City Engineer or otherwise form a District where one is not currently in place.
61. Prior to issuance of a building permit the developer shall pay all fees in accordance with Zone A of the Southwest Road and Bridge Benefit District.
62. Prior to issuance of a building permit the developer shall pay the appropriate impact mitigation fee to the Riverside County Flood Control and Water Conservation District.
63. Prior to issuance of a building permit the developer shall pay all necessary impact and mitigation fees required. These fees include, but are not limited to, fees associated with Transportation Uniform Mitigation Fee (TUMF), Quimby (parkland in-lieu) Fee, and City Development Impact Fees.
64. Prior to issuance of a building permit the developer shall relocate the existing street light and a utility pole in the ultimate road right-of-way of Bundy Canyon Road at the developer's expense.
65. Prior to issuance of a building permit the developer shall construct the stormwater quality treatment devices to accommodate all project runoff from in accordance with City of Wildomar's Hydrology Manual, Stormwater Quality Best Management Practice Design Handbook, Improvement Standards, and to the satisfaction of the City Engineer. All stormwater quality treatment devices shall be constructed outside of the ultimate public right of way.
66. Prior to issuance of a building permit, the developer shall construct the northern half-section of Bundy Canyon Road, measured, 76' from the approved centerline. Right of way will be based on a 152' urban arterial in accordance with the City of Wildomar Improvement Standards & Specifications and to the satisfaction of the City Engineer.
67. Prior to issuance of a building permit, the developer shall construct all appropriate offsite transition on Bundy Canyon Road in accordance with the City of Wildomar Improvement Standards & Specifications and to the satisfaction of the City Engineer.
68. Prior to issuance of a building permit, the developer shall construct Angels Lane based on a 60' local street, Standard No. 105 Section "C", in accordance with the City of Wildomar Road Improvement Standards & Specification to the satisfaction of the City Engineer. Improvements shall consist of the easterly half of Angels

Lane, measured 30' from approved centerline plus one 10 foot southbound travel lane, including all appropriate slopes and off-site transitions.

69. Prior to issuance of a building permit, the developer will be required to construct appropriate improvements and transitions to the west of Angels Lane.
70. Prior to issuance of a building permit, the developer shall install streetlights in accordance with the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, City Ordinances and to the satisfaction of the City Engineer.

Prior to the Issuance of a Certificate of Occupancy Permit:

71. Prior to the issuance of occupancy permits, all conditions of approval outlined herein shall be complied with.

RIVERSIDE COUNTY FIRE DEPARTMENT

General Conditions

72. 10.FIRE.999 CASE – CITY CASE STATEMENT With respect to the conditions of approval for the referenced project, the Fire Department recommends the following fire protection measures be provided in accordance with Riverside County Ordinances and/or recognize fire protection standards.
73. 10.FIRE.999 USE-#50-BLUE DOT REFLECTOR Blue retro reflective pavement markers shall be mounted on private street, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by Riverside County Fire Department. More information is available at our office.
74. 10.FIRE.999 USE-#23 – MIN REQ FIRE FLOW Minimum required fire flow shall be 1500 GPM for 2 hours duration at 20 PSI residual operating pressure, which must be available before any combustible material is placed on the job site. Fire flow is based on type 5B construction *per the currently adopted CBC and Ordinance 787; "Building(s) Having a Fire Sprinkler System"*.
75. 10.FIRE.999 USE-#20-SUPER FIRE HYDRANT Super fire hydrant (s) (6" x 4" x 2 .") shall be located not less than 500 feet or more than 250 feet from any portion of the building as measured along approved vehicular travel ways.

Prior to the Issuance of Building Permits

76. 80.FIRE.999 USE-#17A-BLDG PLAN CHECK \$ Building plan check deposit fee of \$1,056.00 per building shall be paid in a check or money order to the Riverside County Fire Department along with our "Plan Review Form" when plans have been reviewed by our office.

77. 80.FIRE.999 USE-#4 – WATER PLANS The applicants or developer shall separately submit two copies of the water system plans to the Fire Department for review and approval. Calculated velocities shall not exceed 100 feet per second. Plans shall conform to the fire hydrant types, location and spacing. The system shall meet the fire flow requirements. Plans shall be signed and approved by a registered civil engineer and the local water company with the following certification: "I certify that the design of the water system is in accordance with the requirements prescribed by the Riverside County Fire Department."

Prior to the Building Final Inspection

78. 90.FIRE.999 USE-#45 – FIRE LANES The applicant shall prepare and submit to the Fire Department for approval, a site plan designating required fire lanes with appropriate lane painting and/or signs.
79. 90.FIRE.999 USE-#12A- SPRINKLER SYSTEM Install a complete fire sprinkler system per NFPA 13 2010 edition (13D and 13R system are not allowed) in all buildings requiring a fire flow of 1500 GPM or greater sprinkler system (s) with pipe size in excess of 4" inch diameter will require the project structural engineer to certify (wet signature) the stability of the building system for seismic and gravity loads to support the sprinkler system. All fire sprinkler risers shall be protected from any physical damage. The post indicator valve and fire department connection shall be located to the front, within 50 feet of a hydrant, and the minimum of 25 feet from the building (s). A statement that the building (s) will be automatically fire sprinkled must be included on the title page of the building plans. (Current sprinkler plan check deposit base fee is \$614.00 per riser) applicant or developer shall be responsible to install a U.L. Certified Central Station Monitored Fire Alarm System. Monitoring System shall monitor the fire Sprinkler system (s) water flow, P.I.V.'s and all control valves. Plans must be submitted to the Fire Department with our "Plan Review Form" for approval prior to installation. (Current monitoring plan check deposit base fee is \$192.00).
80. 90.FIRE.999 USE-#27-EXTINGUISHERS Install portable fire extinguishers with a minimum rating of 2A-10BC and signage. Fire Extinguishers located in public areas shall be in recessed cabinets mounted 48" (Inches) to center above the floor level with Maximum 4" projection from the wall. Contact Fire Department for proper placement of equipment prior to installation.

ATTACHMENT D

**EXCERPTS OF THE DRAFT PLANNING COMMISSION MINUTES
(JULY 6, 2011)**



CITY OF WILDOMAR EXCERPTS OF THE PLANNING COMMISSION REGULAR MEETING MINUTES OF JULY 6, 2011

CALL TO ORDER

The regular meeting of the Wildomar Planning Commission was called to order by Planning Commission Chairman Dykstra at 7:00 P.M. at Wildomar City Hall, Council Chambers.

ROLL CALL

Present: Harv Dykstra, Chairman
Stan Smith, Vice-Chairman
Michael Kazmier, Commissioner
Robert Devine, Commissioner
Veronica Langworthy, Commissioner

Absent: None.

Staff Present Matthew Bassi, Planning Director
Erica Vega, Assistant City Attorney
Alfredo Garcia, Assistant Planner

FLAG SALUTE

Commissioner Devine led the flag salute.

PUBLIC COMMENTS

None.

APPROVAL OF THE AGENDA AS SUBMITTED

Vice Chairman Smith motioned to approve the agenda as submitted. Motioned seconded by Commissioner Devine. Motioned Carried, the following vote resulted:

AYES: Devine, Dykstra, Kazmier, Langworthy, Smith

NOES:

ABSENT:

ABSTAIN:

2.0 PUBLIC HEARINGS

2.2 Change of Zone & Plot Plan No. 10-0222 (Subway Retail Project):

Planning Commission consideration of a Mitigated Negative Declaration and Mitigation Monitoring Program, a Change of Zone from R-R (Rural Residential) to C-1/C-P (General Commercial), and a Plot Plan for the development of a 10,500 square-foot multitenant retail building on a 1.27 acre site located at 21940 Bundy Canyon Road (APN: 366-390-026 and 366-390-027).

RECOMMENDATION:

Staff recommends the Planning Commission take the following actions:

1. Adopt PC Resolution No. 11-06 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA RECOMMENDING CITY COUNCIL ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM FOR CHANGE OF ZONE AND PLOT PLAN NO. 10-0222 (SUBWAY RETAIL PROJECT) LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and 366-390-027)

2. Adopt PC Resolution No. 11-07 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING CHANGE OF ZONE NO. 10-0222 TO CHANGE THE ZONING FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) ON A 1.27 ACRE SITE LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and 366-390-027)

3. Adopt PC Resolution No. 11-08 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA RECOMMENDING CITY COUNCIL APPROVAL OF PLOT PLAN NO. 10-0222 FOR THE DEVELOPMENT OF A PROPOSED 10,500 SQUARE-FOOT MULTI-TENANT RETAIL BUILDING (SUBWAY RETAIL PROJECT) LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and 366-390-027)

Assistant Planner Garcia made the staff presentation summarizing the proposed Mitigated Negative Declaration (MND) and the Change of Zone and Plot Plan applications being consistent with the City's development standards for commercial/retail projects.

Director Bassi commented that supplemental conditions of approval from the Public Works Department were provided to the Planning Commission and that they were to be adopted with the Plot Plan resolution.

Commissioner Devine asked if the project meets Riverside County Fire Department standards.

Assistant Planner Garcia responded that the project was reviewed by the Fire Department and that the project did meet their standards. Also conditions of approval were provided and included in the Plot Plan resolution.

Commissioner Kazmier asked if the building will be stick-built.

Staff responded that according to the architect the building will be steel framed.

Commissioner Langworthy commented that an additional handicap parking stall will need to be added.

Director Bassi responded that the Building Department will ensure all required handicap stalls will be provided in compliance with the Uniform Building Code and confirmed during the plan check review process.

Being that there were no further questions for staff, Chairman Dykstra opened the public hearing.

The project engineer, Sam Akbarpour, made a brief presentation for the applicant and commented in respect to Commissioner Devine's question about Fire review, clarifying that the project has been designed to meet all Fire Department design standards.

The project architect, Dan Cline, elaborated on the projects' modern architectural design theme and that he believed the project will be compatible with existing commercial projects in the City. He also stated that the applicant has already been in negotiations with several tenants to occupy the building lease spaces on either side of the Subway lease space.

Sam Akbarpour commented that the design team worked very closely with City staff to create a functional and aesthetically pleasing commercial retail project.

George Taylor spoke in support of the project and the new businesses coming into the City, but expressed a desire that the project should have been designed with a ranch style/western architecture.

Gary Andre spoke on the project and commented that the project site has flood issues and asked if the Riverside County Flood Control District reviewed the project. He also commented that he believed the noise from the A/C units would be a significant impact on the residences north of the site. He asked if staff addressed noise concerns.

Director Bassi responded that the MND did evaluate noise impacts from the project, and that A/C noise was considered a significant impact.

City Engineer Steve Palmer responded that Riverside County Flood Control District did not review the project since it was not in their jurisdiction nor were there any facilities being proposed with the project that would have required their review. He further stated that a comprehensive Hydrology study and Water Quality Management Plan was prepared and evaluated by staff and the project has been conditioned to comply with all of the City's public works and engineering standards.

Gil Rasmussen granted his 3 minutes of speaking time to Sheryl Ade.

Sheryl Ade commented that staff's power point presentation should have been uploaded to the City Website for public review prior to the meeting.

Sheryl Ade commented about a previous commercial project on the site that was reviewed by Riverside County Planning Department that had flooding issues.

Sheryl Ade commented that the MND should have been uploaded onto the City's website so it could have been reviewed by the general public.

Director Bassi clarified that the MND was posted on the City's website for public review twice. The first time was in December and the second time was in May. Public comments were received during the first review period; however, no comments were received during the second review period.

Sheryl Ade commented that the project site has liquefaction issues and questioned whether staff evaluated this.

Director Bassi clarified that the MND did evaluate liquefaction and mitigation measures were being proposed that would require the applicant to address these as part of the plan check process in coordination with the 2010 California Building Code requirements.

Maria Walker spoke and commented that she was excited to see a new eating establishment coming to the City and the job opportunities it will create.

Sam Akbarpour, project engineer, responded to the comments raised by the speakers and summarized that the project was designed to meet the City's planning and engineering standards.

Seeing that there were no other public speakers, Chairman Dykstra closed the public hearing and opened up for Commission questions and discussion.

Commissioner Devine commented that he had been to the site and noticed that the residence to the north seemed to be in close proximity to the proposed project, and asked if any buffering was being proposed.

Director Bassi responded that the project had a 9 to 10 foot setback from the north property line and that there would be a decorative block wall and landscaping to help buffer noise from the project to the residential property north of the site.

Chairman Dykstra asked the applicant if the rear wall of the building is a solid wall.

Dan Cline responded in the affirmative, that the building does have a solid wall at the rear. He also stated that the building will have fire sprinklers in accordance with Fire Department requirements.

Chairman Dykstra asked Assistant Planner Garcia if the adjacent property north of the site had a General Plan Land Use designation of General Commercial.

Assistant Planner Garcia responded in the affirmative.

Additional comments from the Commission were presented.

Seeing that no other comments were being made by the Commission, Chairman Dykstra asked for a motion.

Commissioner Kazmier motioned to adopt PC Resolution No. 11-06 recommending City Council adoption of the Mitigated Negative Declaration and Mitigation Monitoring Program for Change of Zone and Plot Plan No 10-0222. The motion was seconded by Vice-Chairman Smith. Motioned Carried, the following vote resulted:

AYES: Devine, Dykstra, Kazmier, Langworthy, Smith
NOES:
ABSENT:
ABSTAIN:

Vice Chairman Smith motioned to adopt PC Resolution No. 11-07 recommending City Council adoption of Ordinance approving a Change of Zone from R-R (Rural Residential) to C-1/C-P (General Commercial) for the proposed project. The motion was seconded by Commissioner Kazmier. Motioned Carried, the following vote resulted:

AYES: Devine, Dykstra, Kazmier, Langworthy, Smith
NOES:
ABSENT:
ABSTAIN:

Commissioner Kazmier motioned to adopt PC Resolution No. 11-08 recommending City Council approval of Plot Plan No. 10-0222 for the development of a proposed 10,500 square foot multi-tenant retail building, subject to conditions, and the supplemental

Public Works conditions indicated by staff. The motion was seconded by Commissioner Devine. Motioned Carried, the following vote resulted:

AYES: Devine, Dykstra, Kazmier, Langworthy, Smith

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT E

STAFF RESPONSE LETTER TO RAY JOHNSON ON MND



MEMORANDUM

Date: May 2011

To: Mr. Raymond W. Johnson, Johnson & Sedlack

From: City of Wildomar

Subject: **Comment letter dated December 20, 2010 on the Mitigated Negative Declaration prepared for the Subway Restaurant/Retail Project**

Comment 1:

CEQA prefers that underground cultural resources be preserved in situ whenever possible, yet this Project fails to account for this or require mitigation which requires that resources be preserved underground.

Response:

As the CEQA Guidelines do not specify that cultural resources be preserved in site, nor do they require that cultural resources be preserved underground, it is assumed that the commenter is referring to CEQA Guidelines Section 15064.5 (DETERMINING THE SIGNIFICANCE OF IMPACTS TO ARCHEOLOGICAL AND HISTORICAL RESOURCES), which states that unique archeological resources shall be treated in accordance with the provisions of section 21083.2 of the Public Resources Code. Public Resources Code 21083.2(b), states that "If it can be demonstrated that a project will cause damage to a unique archaeological resource, the lead agency may require reasonable efforts to be made to permit any or all of these resources to be preserved in place or left in an undisturbed state. Examples of that treatment, in no order of preference, may include, but are not limited to, any of the following:

- (1) Planning construction to avoid archaeological sites.
- (2) Deeding archaeological sites into permanent conservation easements.
- (3) Capping or covering archaeological sites with a layer of soil before building on the sites.
- (4) Planning parks, green space, or other open space to incorporate archaeological sites."

However, no cultural resources have currently been identified on the project site. In order to determine what “reasonable efforts” would be required to mitigate for accidentally-discovered cultural resources, the resources would have to be evaluated. Mitigation measures MM CUL-1 and MM CUL-6 require any cultural resources unexpectedly unearthed by project construction activities to be evaluated by a qualified archeologist (MM CUL-1) and for the archeologist, along with the developer and applicable Tribe(s), to determine the appropriate mitigation (MM CUL-6). Therefore, if cultural resources are discovered and if the archeologist determines the resources to be historic or unique, mitigation would be required pursuant to and consistent with the CEQA Guidelines and Public Resources Code 21083.2.

Comment 2:

Further, MM CUL-1 and MM CUL-6 do not provide for construction activities to be halted upon discovery of cultural and archaeological resources, although halts and delays may be necessary to properly record and remove resources. Therefore, it is likely that the cultural resources located onsite will be unearthed, damaged, improperly recorded, etc. in order to not inconvenience construction. MM CUL-1 and MM CUL-6 should give the project archaeologist the power to halt construction for as long as necessary in order to properly unearth and remove resources, not merely do a piecemeal salvage job.

Response:

CEQA Guidelines Section 15064.5 (DETERMINING THE SIGNIFICANCE OF IMPACTS TO ARCHEOLOGICAL AND HISTORICAL RESOURCES) addressed the accidental discovery of historical or unique archaeological resources discovered during construction activities. Specifically, CEQA Guidelines Section 15064.5(f) states “As part of the objectives, criteria, and procedures required by Section 21082 of the Public Resources Code, a lead agency should make provisions for historical or unique archaeological resources accidentally discovered during construction. These provisions should include an immediate evaluation of the find by a qualified archaeologist. If the find is determined to be an historical or unique archaeological resource, contingency funding and a time allotment sufficient to allow for implementation of avoidance measures or appropriate mitigation should be available. Work could continue on other parts of the building site while historical or unique archaeological resource mitigation takes place.” Mitigation measures MM CUL-1 and MM CUL-6 are consistent with these requirements in that they require any cultural resources unearthed by project construction activities to be evaluated by a qualified archeologist (MM CUL-1) and for the archeologist, along with the developer and applicable Tribe(s), to determine the appropriate mitigation (MM CUL-6). Neither the CEQA Guidelines nor the Public Resources Code require all construction work to halt upon discovery of archaeological resources. In fact, the CEQA Guidelines and Public Resources Code specifically state that work can continue on other parts of the building site while historical or unique archaeological resource mitigation takes place. However, the City shares the commenter’s concerns regarding the protection of archaeological resources and, as such, mitigation measures CUL-1 and CUL-6 are revised as follows:

CUL-1 ~~Any cultural resources unearthed by project construction activities~~ If during grading or construction activities cultural resources are discovered on the project site, work shall be halted immediately within 50 feet of the discovery and the resources shall be evaluated by a qualified archeologist. Any unanticipated cultural resources that are discovered shall be evaluated and a final report prepared. The report shall include a list of the resources recovered, documentation of each site/locality, and interpretation of resources recovered. The City of Wildomar shall designate repositories in the event the significant resources are recovered. In the event the significant resources are recovered and if the qualified archaeologist determines the resources to be historic or unique, mitigation would be required pursuant to and consistent with the CEQA Guidelines sections 15064.5 and 15126.4 and Public Resources Code 21083.2.

Timing/Implementation: As a condition of project approval, and implemented during ground disturbing construction activities.

Enforcement/Monitoring: City of Wildomar Building and Planning Department

CUL-6 If inadvertent discoveries of subsurface archaeological resources are discovered during grading, work shall be halted immediately within 50 feet of the discovery and the significance of such resources and shall meet and confer regarding the mitigation for such resources. If the Developer and the Tribe cannot agree on the significance or the mitigation for such resources, these issues will be presented to the Planning Director for decision. The Planning Director shall make the determination based on the provisions of the CEQA with respect to archaeological resources and shall take into account the religious beliefs, customs, and practices of the appropriate Tribe. Notwithstanding any other rights available under the law, the decision of the Planning Director shall be appealable to the City of Wildomar. In the event the significant resources are recovered and if the qualified archaeologist determines the resources to be historic or unique, mitigation would be required pursuant to and consistent with the CEQA Guidelines sections 15064.5 and 15126.4 and Public Resources Code 21083.2.

Timing/Implementation: As a condition of project approval, and implemented during ground disturbing construction activities.

Enforcement/Monitoring: City of Wildomar Planning Department

Implementation of mitigation measures as revised above would ensure that archeological resources would be protected consistent with CEQA Guidelines Section 15064.5 and the Public Resources Code. Therefore, no significant impact would occur.

Comment 3:

Further, some option to preserve the resources in situ should be provided in the event of the discovery of extensive cultural resources.

Response:

See response to Comment 1 above.

Comment 4:

Additionally, MM CUL-1 and MM CUL-6 do not provide for an archaeological monitor to be present during land modifications, such as grading. Instead, MM CUL-1 merely requires that if any cultural resources “are unearthed by project construction activities” that these resources “shall be evaluated by a qualified archaeologist.” MM CUL-6 merely requires that if any “inadvertent discoveries of subsurface archaeological resources are discovered during grading, the Developer, the project archaeologist, and the appropriate Tribe shall assess the significance....” Similarly, although the Project site “has been identified as having a high potential/sensitivity (High A) for paleontological resources according to the Wildomar General Plan Paleontological Sensitivity Resources Map,” MM CUL-7 does not provide for a paleontological monitor to be present during land modifications. Leaving the decisions of whether cultural, archaeological, or paleontological resources are being disturbed to unqualified persons does not ensure that impacts to archaeological resources will be mitigated for. Therefore, MM CUL-1 and MM CUL-6 must require that a qualified archaeologist be present during all ground moving activities and MM CUL-7 must require that a qualified paleontologist be present during all ground moving activities in order to ensure that impacts will be less than significant after mitigation.

Response:

As discussed in the response to Comment 2 above, mitigation measures MM CUL-1 and MM CUL-6 are consistent with CEQA Guidelines and the Public Resource Code in regards to the accidental discovery of historical or unique archaeological resources discovered during construction activities. Neither the CEQA Guidelines nor the Public Resources Code require qualified archaeologists and/or paleontologists to be present during all ground-moving activities and CEQA makes no mention of archaeological monitoring of construction excavation. However, the City shares the commenter’s concerns regarding the protection of cultural resources and, as such, the following mitigation will be added to the IS/MND:

CUL-8 To address the possibility that cultural resources may be encountered during project construction, a qualified professional shall initially monitor all construction activities that could potentially impact archaeological and or paleontological deposits (e.g, grading, excavation and/or trenching). However, monitoring should be discontinued as soon the qualified professional is satisfied that construction will not disturb cultural resources.

Timing/Implementation: As a condition of project approval, and implemented during ground disturbing construction activities.

Enforcement/Monitoring: City of Wildomar Planning Department

Implementation of this mitigation measure would ensure that cultural resources would be identified upon discovery during construction activities. Therefore, no significant impact would occur.

Comment 5:

Finally, MM CUL-5 does not actually provide any certain mitigation and is unenforceable as it provides merely that “[a]ll sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, *if feasible*.” There is no explanation or criteria listed so as to determine when avoiding and preserving sacred sites would in fact be “feasible” and who will make such a determination. Therefore, as is, there is substantial evidence that the Project will have a significant effect on cultural resources and an EIR must be prepared to adequately analyze these effects.

Response:

Mitigation measure MM CUL-5 will be revised as follows:

CUL-5 All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible as determined by a qualified professional in consultation with the appropriate culturally affiliated Tribe. To the extent that a sacred site cannot feasibly be preserved in place or left in an undisturbed state, mitigation measures shall be required pursuant to and consistent with Public Resources Code Section 21083.2.

Timing/Implementation: As a condition of project approval, and implemented during ground disturbing construction activities.

Enforcement/Monitoring: City of Wildomar Planning Department

Implementation of mitigation measures as revised above would ensure that archeological resources would be protected consistent with CEQA Guidelines and the Public Resources Code. Therefore, no significant impact would occur.

Comment:

The MND concludes that impacts to geology and soils are expected to be less than significant with implementation of MM GEO-1 in regards to the Project being “located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property.”

MM GEO-1 states as follows:

“The proposed project shall be required to supply a soils report completed by a qualified geotechnical professional concerning the project site. If the soils report prepared by the project applicant indicates the presence of expansive soils, the project applicant shall make any necessary design and/or engineering changes to the project that would avoid or minimize potential expansive soil impacts on structures, streets and other infrastructure.”

The MND and the Mitigation Monitoring and Reporting Program further note that MM GEO-1 will be implemented prior to the issuance of a grading permit.

MM GEO-1 consists of an improper deferral of a necessary study and mitigation measure and does not actually mitigate for any significant geological and soil impacts, but merely requires that a geotechnical report be prepared. MM GEO-1 is also vague and unenforceable as it does not indicate exactly when the soil report must be prepared and submitted to the City Engineer, and even whether the soil report must be submitted to the City Engineer.

Response:

The MND finds that impacts to geology and soils would be less than significant after implementation of mitigation measure MM GEO-1 and the California Building Code (CBC) (pp. 34 of the MND). The CBC requires special design and construction methods that reduce or eliminate potential expansive soil-related impacts and adequate design and construction of building foundations to resist soil movement. Furthermore, a geotechnical report as required by mitigation measure MM GEO-1 is a tool used by public agencies and developers to identify specific site conditions and to develop design and construction recommendations for development projects. It is common to require project sponsors to prepare more detailed plans in order to demonstrate that the desired mitigations are implemented in subsequent stages of the development process. Geotechnical reports generally contain a summary of all subsurface exploration data including a subsurface soil profile, exploration logs, laboratory or on-site test results, and groundwater information. The reports also interpret and analyze the subsurface data, recommend specific engineering design elements, provide a discussion of conditions for the solution of anticipated problems, and recommend geotechnical special provisions. The MND specifically states on page 34 under Standard Conditions and Requirements that “Prior to issue of a grading permit, the applicant shall provide an updated soils report to the City of Wildomar Building Department to address expansive soils”. As such, the MND does identify when the soil report must be prepared (prior to issuance of a grading permit) and that it must be submitted to the City Building Department prior to issuance of a grading permit. By clearly defining performance criteria, responsibility and timing for mitigations, the City has identified the information necessary to reasonably justify an expectation of effective mitigation. This practice is consistent with Public Resources Code §21080(c)(2), California Code of Regulations §15070(b)(1), and case law related to mitigation. However, in order to clarify timing and responsibility requirements for the reader, mitigation measure MM GEO-1 will be revised as follows:

GEO-1 Prior to the issuance of a grading permit, the applicant shall submit to the Building Department a soils report for the project site prepared by a qualified geotechnical professional. The soils report shall be prepared in accordance with the requirements of California Code of Regulations, Title 24, Section 1803 of the California Building Code, as adopted by the City of Wildomar under Ordinance 56. This report shall include estimated excavation and fill volumes, compaction standards and methods, and foundation specifications. The report shall depict construction that is in compliance with American Society for Testing and Materials (ASTM) compaction standards and the City of Wildomar grading ordinance, and a structural foundation design shall incorporate modern engineering standards in compliance with the California Building Code. If the soils report indicates the presence of expansive soils on the project site, the report shall recommend actions to be taken by applicant during the construction phase that would prevent structural damage from occurring to the project and any adjacent structures, streets and infrastructure due to the presence of expansive soils. Any and all actions recommended in the soils report to prevent structural damage shall be incorporated into the project as a condition of the issuance of a building permit.

Timing/Implementation: Prior to the issuance of a grading permit.

Enforcement/Monitoring: City of Wildomar Building Department the Planning Department and the Public Works Department

Comment:

Furthermore, altering the Project *after* approval to minimize any expansive soil impacts would result in additional potential impacts to air quality, noise, and construction traffic, among others. These potential impacts must be evaluated and mitigated for as needed. An EIR must be prepared to adequately evaluate this potentially significant impact.

Response:

As discussed above, geotechnical reports recommend specific engineering design elements and recommend geotechnical special provisions to ensure that expansive soils do not adversely affect proposed development. It is unclear why the commenter believes these provisions would result in air quality, noise, and construction traffic impacts beyond what is already analyzed in the MND. Such provisions are common engineering and building practice and would not result in unusually substantial construction impacts beyond what has already been analyzed in the MND.

Comment:

The MND concludes that the Project will result in a less than significant impact in creating “a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials” with the incorporation of MM HAZ-1 and that the Project will not “[c]reate a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.” Yet, these conclusions are based merely on the operation of a Subway restaurant at the proposed site and do not take into consideration that portion of the Project that is not a Subway restaurant. As the Project Description does not detail what portion of the 10,500 square foot building will be dedicated to the Subway restaurant and what other types of retail/commercial establishments, if any, will occupy any remaining space, it is unclear that impacts will be less than significant and that MM HAZ-1 will adequately mitigate for all potential impacts.

Response:

As stated in the revised project description, the project includes a 7-unit, 10,500 square foot building. The project proposes to contain two units of high turnover sit-down restaurant and five units proposed to be specialty retail land use. Similar to the Subway restaurant, other sit-down restaurants and specialty retail land uses would not be anticipated to use hazardous materials and would not cause any significant environmental impacts related to activities related to routine delivery, management or disposal of hazardous materials. It is highly unlikely that these land uses would create a hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Therefore, no significant impact would occur. The MND will be revised as follows:

a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?Less Than Significant Impact with Mitigation Incorporated

The Riverside County of Environmental Health Department issues permits to and conducts inspections of businesses that use, store, or handle quantities of hazardous materials and/or waste greater than or equal to 55 gallons, 500 pounds, or 200 cubic feet of a compressed gas at any time. The Riverside County of Environmental Health Department also implements the Hazardous Material Management Plans (Business Emergency Plans) that include an inventory of hazardous materials used, handled, or stored at any business in the City.

The project proposes a ~~Subway restaurant~~ high turn over sit-down restaurants and specialty retail land uses, which other than household cleaners is not anticipated to use hazardous materials and would not cause any significant environmental impacts related to activities related to routine delivery, management or disposal of hazardous materials.

During construction there is a potential for accidental release of petroleum products in sufficient quantity to pose a hazard to people and the environment. Prior to initiating construction, a Stormwater Pollution Prevention Plan will be approved by the City of Wildomar to address any construction-related spills or accidents. This requirement is included in Mitigation Measure HAZ-1. With

implementation of Mitigation Measure HAZ-1, the project is not expected to result in a significant impact on the environment.

b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact

It is highly unlikely that the project could create a hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment associated with the operation of a ~~Subway restaurant~~ high turn over sit-down restaurants and specialty retail land uses. Due to the limited nature of materials associated with ~~the operation of a deli restaurant like Subway these land uses, such as cleaners and cooking oils,~~ these impacts would be considered less than significant. No significant impacts are anticipated and no additional mitigation measures are required.

Comment:

The MND concludes that without mitigation, the Project will violate applicable water quality standards or waste discharge requirements. In response, the MND adopts MM HYD-1 to ensure that impacts will be less than significant. MM HYD-1 states that “[p]rior to the approval of the grading permit, the applicant shall be required to prepare a Storm Water Pollution and Prevention Plan (SWPPP) to be administered through all phases of grading and project construction.” MM HYD-1 also provides that “[i]n addition, the applicant will be required to submit, and obtain City approval of, a Final Water Quality Management Plan in order to comply with the Area Wide Urban Runoff Management Program.” This measure is vague and an improper deferral of necessary mitigation. Requiring that a SWPPP and a Final Water Quality Management Plan be prepared only *after* the Project has been approved does not allow for the City or the public to make informed decisions and adequately analyze the potential impacts from this Project and ensure that significant impacts will be properly mitigated, particularly when the BMPs that will be implemented are currently undetermined.

Response:

Future development under the proposed project would be subject to the requirements of the NPDES General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities (Order No. 2010-0014-DWQ) for construction activities. The proposed project is also subject to NPDES Stormwater Permit No. R8-2010-0033 for project operations.

The NPDES General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities (Order No. 2010-0014-DWQ) (General Permit) regulates discharges of pollutants in storm water associated with construction activity from construction sites that disturb one or more acres of land surface. The General Permit requires the development of a site-specific Storm Water Pollution and Prevention Plan (SWPPP) that includes the information needed to demonstrate compliance with all requirements of the General Permit, which include discharge prohibitions, effluent standards, and performance standards for post-construction. The State Water Board

found that discharges in compliance with the General Permit will not result in the lowering of water quality standards and will result in improvements in water quality. The General Permit requires that, in order to obtain coverage, Permit Registration Documents (including the SWPPP) must be filed prior to the commencement of construction activity. As such, the timing for mitigation measure HYD-1 (prior to the issuance of a grading permit) is consistent with the State Water Board's requirements for obtaining coverage under the General Permit and is not deferral of mitigation.

The requirements of NPDES Stormwater Permit No. R8-2010-0033 "minimize the impacts from a specific project to a level that is below significance as defined in CEQA". As such, the Permit requires the City of Wildomar (as a co-permittee) to require all new development projects to develop and implement site-specific preliminary WQMPs as early as possible during the environmental review or planning phase (land use entitlement) and to review and approve final project-specific WQMP that is in substantial conformance with the preliminary project-specific WQMP prior to the issuance of any building or grading permit. This Permit also requires the City to verify the functionality of post-construction BMPs prior to issuance of certificate of occupancy and to track and ensure long-term operation and maintenance of those BMPs as per the approved project-specific WQMPs. Therefore the City's NPDES Stormwater Permit, which is issued by the California Regional Water Quality Control Board, Santa Ana Region in compliance with the provisions contained in Division 7 of the California Water Code (CWC) and the provisions of the federal Clean Water Act (CWA), directly instructs the City to require development of a preliminary WQMP during the environmental review and to approve the final project-specific WQMP only prior to prior to the issuance of any building or grading permit. Consistent with these requirements, a Project Specific Preliminary Water Quality Management Plan (Sake Engineers Inc, 2010) was prepared for the proposed project in 2010 and is included as Appendix B to the revised MND. Given that the final WQMP is required to be "in substantial conformance with the preliminary project-specific WQMP", both the City and the public are able to review the preliminary WQMP in order to make and informed decision and adequately analyze the potential impacts.

While mitigation measure MM HYD-1 is consistent with the requirements of the NPDES General Permit and Stormwater Permit No. R8-2010-0033, in order to clarify timing and responsibility requirements for the reader, mitigation measure MM HYD-1 will be revised as follows:

HYD-1 Prior to the approval of the grading permit, the applicant shall be required to prepare a Storm Water Pollution and Prevention Plan (SWPPP) consistent with the NPDES *General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities (Order No. 2010-0014-DWQ)* to be administered through all phases of grading and project construction. The SWPPP shall incorporate Best Management Practices to ensure that potential water quality impacts during construction phases are minimized. The SWPPP shall be submitted to the Santa Ana Regional Water Quality Control Board and to the City for review. A copy of the SWPPP must be kept accessible on the project site at all times. In addition, the applicant will be required to submit, and obtain City approval

of, a Final Water Quality Management Plan prior to the issuance of any building or grading permit in order to comply with the Area Wide Urban Runoff Management Program. The Final Water Quality Management Plan shall be in substantial conformance with the Project Specific Preliminary Water Quality Management Plan (Sake Engineers Inc, 2010). The project shall implement site design Best Management Practices (BMPs), source control BMPs, and treatment control BMPs as identified in the Final WQMP. Site design BMPs shall include, but are not limited to, landscape buffer areas, onsite ponding areas, roof and paved area runoff directed to vegetated areas, and vegetated swales. Source control BMPs shall include, but are not limited to, education, landscape maintenance, litter control, parking lot sweeping, irrigation design to prevent overspray, and covered trash storage. Treatment control BMPs shall include vegetated swales and a detention basin; or an infiltration device.

Timing/Implementation: As a condition of project approval, and prior to the issuance of a grading permit.

Enforcement/Monitoring: City of Wildomar Engineering Department

Comment:

The MND also concludes that the Project will not substantially alter “the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site” and would not “substantially degrade water quality” due to implementation of MM HYD-1. Again, this conclusion is based on mitigation that is vague and improperly deferred and does not allow for the City or the public to adequately analyze the potential impacts from the Project.

Response:

As discussed above, the timing for mitigation measure HYD-1 is consistent with the State Water Board’s requirements for obtaining coverage under the General Permit and with the requirements of the NPDES General Permit and Stormwater Permit No. R8-2010-0033 and is not deferral of mitigation. Furthermore, the final WQMP is required to be “in substantial conformance with the preliminary project-specific WQMP”, which was prepared for the proposed project in 2010 and is included as Appendix B to the revised MND. As such, both the City and the public are able to review the preliminary WQMP in order to make an informed decision and adequately analyze the potential impacts.

Comment:

The MND concludes that the Project will not “[s]ubstantially alter the existing drainage pattern of the site or area...or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site” and will not “[c]reate or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff” since the Project will be required to incorporate “post-construction BMPs.” Yet, again, the BMPs that will be relied upon to ensure that the impacts will be less than significant are not yet specified and have not been required as mitigation. Thus, there is no evidence provided in the MND or otherwise currently available to ensure that impacts will be less than significant. Therefore, an EIR must be prepared to adequately analyze these impacts.

Response:

Mitigation measure MM HYD-1 specifically requires that the project implement site design Best Management Practices (BMPs), source control BMPs, and treatment control BMPs as identified in the Final WQMP. Furthermore, according to the hydrology and hydraulic report prepared for the project (Sake Engineering, 2011), the proposed BMP's included in the WQMP will discharge stormwater flow at predevelopment conditions. Therefore, the revised MND does provide evidence, in the form of the hydrology and hydraulic report, that impacts associated with increased stormwater runoff will be reduced to a less than significant level.

Comment:

Although this Project *would* conflict with the City's zoning ordinance, as it requires a zone change from Rural Residential to General Commercial, the MND concludes that this conflict is a less than significant impact. This determination is not supported by the evidence, and this impact should be considered potentially significant. Therefore, an EIR must be prepared to adequately analyze and mitigate for any significant impacts.

Response:

In 2006, the County of Riverside adopted a General Plan Update, which revised land use designations for a number of parcels through unincorporated Riverside County. The County did not adopt a zoning code update to make County zoning consistent with land use designations. Thus resulting in a number of parcels having a inconsistent zoning and land use designations. Because the City of Wildomar adopted the County's land use and zoning policies, the in turn has parcels of land with inconsistent zoning and land use designations. The proposed project is seeking a zone change to resolve the conflicting land use and zoning designations.

As discussed on page 48 of the MND, the Wildomar General Plan land use designation for the project site and adjacent lots is Commercial Retail. The zoning and General Plan designation for the project site are already inconsistent with each other. Rezoning the proposed project site would reconcile the conflicting zoning with the land use designation and make the project site's zoning consistent with the General Plan designation. As the proposed project is currently consistent with the land use designation of the General Plan, no significant land use impacts would occur from changing the zoning to be consistent with the General Plan land use designation.

Comment:

The MND concludes states that “[t]here are no known mineral resources on the proposed project site that would be of value to the region or the residents of the State.” This is a completely conclusory statement unsupported by any evidence, through either a narrative or “a reference to another information source” as CEQA requires. The fact that the Project site “is located within Mineral Zone MRZ-3 according to the City of Wildomar General Plan” does not provide any support for the conclusion that there are no known mineral resources on the site that would be of value to the region or the State. There is no indication that resources and studies prepared by the California Geological Survey were ever reviewed in order to determine if mineral resources of value “to the region or the residents of the State” are present at the Project site.

Response:

Mineral resource zones, or MRZs, are designated by the State of California, Department of Conservation, California Geological Survey (CGS). The source for the City of Wildomar General Plan citation is the CGS. The MRZ classifications are applied based on available geologic information, including geologic mapping and other information on surface exposures, drilling records, and mine data. The designations are also based on socioeconomic factors, such as market conditions and urban development patterns. MRZ-1 designated areas are where adequate information indicates that no significant mineral deposits are present or where it is judged that little likelihood exists for their presence. MRZ-2 designated areas are where adequate information indicates significant mineral deposits are present, or where it is judged that a high likelihood exists for their presence. MRZ-3 designations are areas containing mineral deposits the significance of which cannot be evaluated from available data. The site is designated MRZ-3. Therefore, no mineral resources of value to the region or residents of the State are present and no significant impact would occur.

ATTACHMENT F

**FULL SIZE DEVELOPMENT PLANS
(UNDER SEPARATE COVER)**

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: August 10, 2011

TO: Mayor and Council Members

FROM: Tim D'Zmura, Public Works Director

SUBJECT: Transportation Uniform Mitigation Fee (TUMF) Projects Status

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Direct staff to initiate the formal transfer of the project administration of TUMF Projects in the City of Wildomar from the County of Riverside to the City, and
2. Establish the priority order of the TUMF projects.

BACKGROUND:

TUMF Program

In 2002, the Western Riverside Council of Governments (WRCOG) adopted the Transportation Uniform Mitigation Fee (TUMF) Program. The TUMF Program was created in response to the significant growth of new development in Riverside County. Faced with inadequate funding to improve the regional transportation system to accommodate new development, the member agencies of WRCOG developed the TUMF as a solution.

The City of Wildomar is a member agency of the WRCOG, a joint powers agency comprised of the County of Riverside and seventeen (17) cities located in western Riverside County.

The TUMF Network is the system of roadways that serve inter-community trips within Western Riverside County. In the Nexus Study (for the TUMF), the TUMF roadway network was refined to distinguish between facilities of “Regional Significance” and facilities of “Zonal Significance.”

“The Backbone” Regional Network: Facilities of Regional Significance were identified as those that typically are proposed to have a minimum of six lanes at general plan build out, extend across and/or between multiple area Planning Districts, and are forecast to carry at least 25,000 vehicles per day in 2035. The Facilities of Regional Significance have been identified as the “backbone” highway network for Western

Riverside County. A portion of the TUMF fee is specifically designated for improvement projects on the backbone system.

The “Secondary” Network: Facilities of Zonal Significance (the “secondary” network) are typically within one zone and carry comparatively lesser traffic volumes than the backbone highway network. A portion of the TUMF fee is specifically designated for improvement projects on the secondary network within the zone in which it is collected.

TUMF Projects in Wildomar

The following is a summary of the scope, status and budget for TUMF funded projects in the City.

I-15/Clinton Keith Road Interchange

Widen to 6 lanes the existing bridge and improve freeway on/off ramps.

Advertisement scheduled for September 2011, construction anticipated to begin in January 2012. County will administer construction contract per agreement.

\$7.8 million SW zone TUMF, \$7.9 million SW Area RBBB, \$4 million DIF

Clinton Keith Road Widening

Widen, adding 2 lanes from I-15 to Copper Craft Drive

Environmental Document approved, Design on hold (consultant, URS)

SW zone TUMF funded balance \$660,849

Bundy Canyon Road Widening

Widen to 4 lanes from I-15 to I-215

Environmental Document (EIR) anticipated to be circulated in September 2011, with approval by the end of 2011. Design will be placed on hold (consultant, Parsons)

SW zone TUMF balance \$0

Palomar Street Widening and Realignment

Widen to 4 lanes from Mission Trail to Jefferson Ave

Environmental Document ready for circulation, with anticipated approval at the end of 2011. Design is 50% complete but on hold (consultant, URS)

SW zone TUMF balance \$941,239

Grand Avenue Widening

Widen to 4 lanes from SR-74 to Central Avenue

Preliminary design complete, Environmental Document on hold (consultant, HDR)

SW zone TUMF balance \$667,709

Upon incorporation and up to this point in time, the City has authorized the County to serve as the lead on project administration duties for TUMF projects in the City of Wildomar. This was done to ensure continuity of project task execution and to allow projects to progress to a point in their development where transition of the administration to the City was logical due to certain milestones having been met. Over the past month, staff has met with both County and WRCOG representatives to discuss the appropriateness, timing and process by which the transfer of the TUMF projects should occur. At this time, staff recommends that the City assume project administration of the following four projects:

- Clinton Keith Road Widening
- Bundy Canyon Road Widening
- Palomar Street Widening and Realignment
- Grand Avenue Widening

If this approach is acceptable to the City Council, staff, in conjunction with WRCOG, will develop formal agreements for the projects and present the agreements for City Council consideration at a future meeting.

Due to the long history, complexity and imminent construction of the Clinton Keith Bridge Project, staff recommends that this project remain with the County for administration.

In assuming the project administration duties, the City also has the opportunity to adjust the priority of projects, subject to policies and approvals from WRCOG. While the exact balance of the funding remaining on the projects is not known, it is known that there will be some remaining balance of funds. Thus, it may be prudent to reallocate some or all of the remaining funding to a different project based on City Council determination of project priorities. Additionally, as future funding becomes available, staff requires direction on how to best prioritize the City's requests. For these reasons, staff is recommending that a priority order be established for the projects proposed for transfer. Based on staff's understanding of the City Council's priorities as established in the Two Year Goal Plan adopted in June 2011, the following priority of projects is recommended:

<u>Priority Ranking</u>	<u>Project</u>
#1	Clinton Keith Bridge Project (County will continue to administer)
2	Bundy Canyon Road Widening
3	Palomar Street Widening and Realignment
4	Clinton Keith Road Widening
5	Grand Avenue Widening

It is important to note that the City Council will have the opportunity to reassess this priority ranking as additional funding opportunities are considered and capital improvement program updates are reviewed.

FISCAL IMPACT:

Once agreements are in place, the City will be eligible to submit invoices for reimbursement of staff time spent on the administration of projects as well as consultant costs related to the planning, design, management and inspection of the projects. Staff time spent on the Clinton Keith Bridge Project will remain eligible for reimbursement under an agreement with the County of Riverside approved by the City Council in November 2010.

Submitted by:

Approved by:

Tim D'Zmura
Public Works Director

Frank Oviedo
City Manager

ATTACHMENTS:

1. Map of TUMF Projects in the City of Wildomar

ATTACHMENT 1

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: August 10, 2011

TO: Mayor and City Council Members

FROM: Tim D'Zmura, Public Works Director

SUBJECT: Professional Services Agreement with Colgan Consulting Corporation to Prepare a Development Impact Fee Nexus Study

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution entitled:

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COLGAN CONSULTING CORPORATION TO PREPARE A DEVELOPMENT IMPACT FEE NEXUS STUDY FOR AN AMOUNT NOT TO EXCEED \$39,940

BACKGROUND:

The County of Riverside established development impact fees in 1988 to fund various public facilities, including transportation facilities, parks, trails, flood control facilities, fire protection facilities, and community centers needed to meet the demands of new development in the unincorporated county by adopting Ordinance No. 659, which established Chapter 4.6 of the Riverside County Code. The County has amended this ordinance and code chapter on a number of occasions since that time, with the latest amendment (amendment 659.9) becoming effective on September 9, 2010. The planning horizon for the study upon which the County based its fees ends in 2011 for the non-transportation fee components, so the County commissioned a study in 2010 to update the fees in the unincorporated areas of the County. A draft of the study completed in October 2010 acknowledges the incorporation of Wildomar and therefore no longer provides for fee collection or funding for facilities within the City. Consequently, if the City desires to utilize development impact fees to fund public facilities as its General Plan builds out, it must adopt its own fee program.

DISCUSSION:

Pursuant to California's Mitigation Fee Act (Government Code Section 66000, et. seq.), local agencies must prepare and consider a study documenting the following when adopting impact fees:

- Identify the purpose of the fee;
- Identify the use of fee revenues;
- Determine a reasonable relationship between the fee's use and the type of development paying the fee;
- Determine a reasonable relationship between the need for the fee and the type of development paying the fee; and
- Determine a reasonable relationship between the amount of the fee and the cost of the facility attributable to development paying the fee.

On June 8, 2011, the City issued a Request for Proposals for professional services to prepare a nexus study for Development Impact Fees. The City received six proposals by the June 27, 2011 due date. Based on a competitive ranking of the proposals, Colgan Consulting Corporation (Colgan) was determined to be the best qualified firm to provide the services required by the City.

The work plan calls for the Public Works Department to assist Colgan by researching, compiling, and generating cost estimates for specific facilities to be funded, along with identifying outside funding available for facilities to be included in the Wildomar DIF. The Planning Department will perform analysis and prepare documents as needed for environmental clearance of the proposed DIF under the California Environmental Quality Act. The work plan also calls for an outreach meeting for the development community and interested community members to be held once the draft fee has been calculated.

The current schedule for this project anticipates that the final nexus study and implementing ordinance for the fee program will be presented to the City Council for consideration at its January 13, 2012 meeting.

FISCAL IMPACTS:

Total compensation for services provided under the proposed contract will not exceed \$39,940. Public Works and Planning Department staff costs are estimated to be approximately \$26,000. Therefore, the total estimated cost is \$65,940.

There is no fiscal impact associated with executing this agreement. Services under the proposed contract will be funded within the City's adopted budget.

Submitted by:

Approved by:

Tim D'Zmura
Director of Public Works

Frank Oviedo
City Manager

ATTACHMENTS:

1. Agreement
2. Resolution No. 2011-

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and effective as of August 11, 2011, between the City of Wildomar, a municipal corporation ("City") and Colgan Consulting Corporation, a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

This Agreement shall commence on August 11, 2011 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2012 unless sooner terminated pursuant to the provisions of this Agreement.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT shall perform the scope of services described and set forth in Exhibit "A", attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit "A".

SECTION 3. 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 Council or City Manager in coordination with the Council of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B".

(b) 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, sub-consultant contracts and miscellaneous expenses. 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 within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

(e) No member of the City Council shall have any personal responsibility or liability for payment of any fees or costs incurred under this AGREEMENT.

SECTION 5. 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 14 and 15, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original studies, assessments, 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 studies, assessments, reports, data, notes, computer files, files and other documents. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) 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.

(b) 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 written 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.

(c) 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 requesting party 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.

SECTION 8. STATUS OF CONSULTANT.

(a) 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.

(b) 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.

(c) 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.

SECTION 9. 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.

SECTION 10. 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.

SECTION 11. 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.

SECTION 12. CONFLICTS OF INTEREST.

(a) 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.

(b) 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.

SECTION 13. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) 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.

(b) 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.

(c) 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.

(d) 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.

SECTION 14. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of

the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 15 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

SECTION 15. INSURANCE.

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this agreement.

SECTION 16. 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 that 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.

SECTION 17. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 18. TERMINATION OF AGREEMENT.

(a) 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.

transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 22. 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.

The Council has authorized the undersigned to execute this AGREEMENT.

SECTION 23. BINDING EFFECT.

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

SECTION 24. 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.

SECTION 25. 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.

SECTION 26. 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.

SECTION 27. 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.

SECTION 28. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBIT "A" 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 is 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.

SECTION 29. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "E" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

SECTION 30. SEVERABILITY.

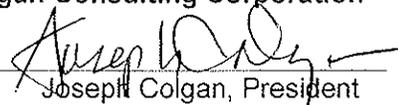
If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF WILDOMAR

By _____
Mayor

CONSULTANT:
Colgan Consulting Corporation

By 
Joseph Colgan, President

ATTEST:

Debbie A. Lee, City Clerk

APPROVED AS TO FORM:

Julie Hayward Biggs, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

Exhibit A

Scope of Services and Schedule of Performance

General Scope

In broad outline, the scope of services covered by this development impact fee update study proposal involves the following:

- Compile data on existing and future development in the study area to identify potential impacts on facilities to be addressed in this study.
- Review the CIP, facility master plans, level-of-service standards and other relevant information provided by the City to identify facility needs and costs related to future development.
- Prepare the impact fee analysis and fee calculations
- Prepare a report compliant with the requirements of the California Mitigation Fee Act documenting the impact fee nexus, impact fee calculations, and impact fee schedules
- Attend meetings with the City Council and other groups as directed by the City to present and discuss the study report
- Provide implementation recommendations.

The specific scope of services offered in this proposal is limited to the tasks described in the detailed work plan. That scope excludes legal, engineering, and architectural services. It also excludes the preparation of planning studies, facility master plans, land use surveys, fee surveys, appraisals, facility cost estimates, and collection or analysis of raw data.

Fee Components To Be Addressed in this Study

This scope of services is based on inclusion of the following fee components in the development impact fee study, as identified in the Request for Proposals.

- Public Safety Facilities (Police and Fire)
- Multi-purpose Trails
- Transportation Facilities (Roadways, Traffic Signals, Traffic Management)
- City Service Center (City Hall and other facilities)
- Libraries
- Fee Program Administration

Detailed Work Plan

The following tasks comprise the detailed work plan for the Impact Fee Study.

Task 1. Project Initiation. Consultant will meet with key City staff members and carry out other activities required to initiate the study, including:

Exhibit A

- Leading a kickoff meeting with staff to discuss the goals, work plan and schedule for the project, outline the study process and information needs, and discuss issues of potential concern to staff, elected officials, the building industry, or the public
- Identifying key staff and information resources
- Establishing reporting relationships and procedures
- Conducting initial interviews with department heads and key staff
- Becoming familiar with development patterns and public facilities in the study area
- Evaluating methodology and allocation factors used in the Riverside County DIF and TUMF programs, and recommending alternatives, if appropriate, to ensure the City's fee program meets the City's economic development goals

Work Product: Memorandum discussing any issues identified in the initial discussions and any refinements to the work plan or schedule. Timing: to be provided within 1 week following initial meetings.

Task 2. Land Use and Development Data. The Consultant will collect, review, organize and analyze data on existing and future land use and development in the study area, and compile it in a form useful for the impact fee analysis. The analysis will include:

- Establishing boundaries of the study area to be used in the analysis
- Defining the breakdown of land use types to be used in the study
- Organizing and analyzing data on existing and future development by land use type
- Specifying values of variables to be used in measuring the impact of development on each type of facility to be addressed in the study
- Preparing development data tables for the study report

Work Product: Land use and development data tables for the study report. Timing: draft data tables to be submitted for review within 3 weeks following receipt of supporting data from the City and/or Riverside County TLMA.

Task 3. Facility Needs and Costs. As an essential part of the nexus analysis, the Consultant will evaluate impacts of development on the need for additional facilities and identify costs eligible for impact fee funding. That analysis will include:

- Reviewing data on existing facilities and facility needs including the Capital Improvement Program and facility master plans

Exhibit A

- Reviewing adopted level-of-service standards and actual service levels for relevant facilities and working with staff to define the service standard to be used in the impact fee analysis
- Identifying any existing deficiencies relative to the chosen service standard and determining how to address such deficiencies in the study
- Applying relevant service standards to projections of future development to establish the impacts of development on facility needs
- Compiling facility needs and cost estimates to be used in the impact fee calculations

Work Product: Facility cost data to be used in impact fee calculations. Timing: Summary of facility cost data to be used in the fee calculations will be provided within 2 weeks following receipt of supporting data from the City Public Works Department.

Task 4. Impact Fee Calculations. The Consultant will calculate impact fees by development type for each type of facility to be addressed in this study. The steps in that process include:

- Constructing a fee calculation model in Microsoft Excel, including land use and facility cost data and fee calculation formulas
- Specifying formulas in the model to allocate improvement costs in proportion to the impact of development by development type
- Calculating a cost per unit of service
- Converting cost per unit of service into a schedule of impact fees per unit of development, by development type
- Adjusting fees for cost of program administration
- Projecting potential revenue from proposed fees

Work Product: Narrative and tables explaining the impact fee analysis, documenting the nexus, and showing impact fee calculations and impact fee schedules in the study report. Timing: draft tables showing impact fee calculations will be provided within 4 weeks following receipt of land use and facility cost data (see tasks 2 and 3).

Task 5. Report Preparation. The study report will thoroughly document the nexus between proposed fees and the impacts of development for each type of impact fee calculated in the study in accordance with the requirements of the Mitigation Fee Act, and explain the data, methodology and formulas used in the fee calculations. The report will also propose findings to satisfy the requirements of the Mitigation Fee Act.

Exhibit A

Colgan Consulting takes pride in preparing well-organized, user-friendly study reports, with fee calculations presented step-by-step and embedded in explanatory, plain English, text.

As the study proceeds, the Consultant will prepare administrative drafts of portions of the study report and submit them to City staff for review and comment. Upon completion of the analysis, a draft of the entire study report, incorporating any previous staff comments, will be submitted for review.

Following review of a complete draft report, additional revisions will be incorporated, if needed, to produce a final draft report for presentation to the City Council and at public outreach meetings. Ultimately, a final report will be prepared for adoption.

The report will include the following components:

- Executive summary
- A chapter discussing the legal requirements for impact fees and methodologies used in calculating the fees
- A chapter presenting data on existing and future development in the study area and the impacts of development on individual facility types.
- An separate chapter for each type of fee presenting the data and methodology used in the analysis, explaining the impact fee calculations in detail and documenting the nexus
- A chapter on implementation recommendations, addressing steps needed to maintain the integrity of the nexus and comply with the Mitigation Fee Act through proper administration, including but not limited to:
 - Findings and enactment of fees
 - Collection and expenditure of fees
 - Accounting and reporting procedures
 - Administrative appeals, waivers, and exemptions
 - Developer credits
 - Updating and indexing of fees

Work Products: Administrative drafts submitted electronically in Microsoft Word or PDF format; a complete draft report submitted electronically in PDF format; final study report submitted electronically in PDF format. Electronic versions of the report and fee calculation model will be provided in Microsoft Word/Excel format. Timing: Complete draft report will be provided within 4 weeks following completion of draft impact fee calculation tables (see Task 4). Consultant shall submit a final report incorporating comments and direction received from the City subsequent to presenting the report at a public outreach meeting within 2 weeks of receiving such comments and direction. If during its consideration of the final report, the City Council requests changes to the report, the Consultant shall

Exhibit A

submit a revised final report reflecting the comments and direction of the City Council within 2 weeks after receiving such direction.

Task 6. Meetings and Presentations. This proposal includes:

- One site visit by the Project Manager for project initiation and the kickoff meeting.
- One site visit for the City Council/Planning Commission visioning workshop
- One site visit to attend a public outreach meeting
- Two site visits to attend City Council meetings
- Project status teleconferences with City staff (biweekly or as needed).

Timing of all public meetings will be as directed by the City.

Exhibit B

EXHIBIT "B"
PAYMENT SCHEDULE

Exhibit B

CONSULTANT will be compensated for services provided under this agreement as set forth in Section 4 of the agreement on a time and materials basis at the rates identified for the respective consultant labor classifications shown in Table 1 below.

Task No.	Task Description	J. Colgan Hours	Staff Cost	Site Visits	Travel Expenses	Total Cost
1	Project Initiation	12	\$ 1,740	1	\$ 680	\$ 2,420
1a	Visioning Workshop	8	\$ 1,160	1	\$ 680	\$ 1,840
2	Land Use and Development Data	32	\$ 4,640			\$ 4,640
3	Facility Needs and Costs	64	\$ 9,280			\$ 9,280
4	Impact Fee Calculations	40	\$ 5,800			\$ 5,800
5	Report Preparation/Revisions	72	\$ 10,440			\$ 10,440
6	Meetings and Presentations	24	\$ 3,480	3	\$ 2,040	\$ 5,520
Totals		252	\$ 36,540	5	\$ 3,400	\$ 39,940
Hourly Rate		\$ 145.00				

Table 1: Estimated Consultant Labor and Budget

The total compensation to CONSULTANT for services provided in accordance with the scope of work set forth in Exhibit "A" Scope of Work and Schedule of Performance shall not exceed \$39,940.

CONSULTANT shall submit a status report with each monthly invoice which includes a detailed description of work performed during the preceding month for which charges have been submitted, along with anticipated work to be performed during the upcoming month.

EXHIBIT "C"

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

Exhibit C

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

Exhibit C

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance

Exhibit C

requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Exhibit C

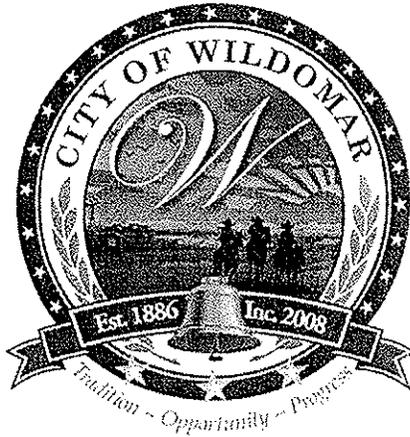
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT "D"

CITY'S REQUEST FOR PROPOSALS

Exhibit D

CITY OF WILDOMAR



Request for Proposals

For

City of Wildomar Development Impact Fee Nexus Study

**Office of the City Clerk
City of Wildomar
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595**

Proposals Due by 4:00 pm on Monday, June 27, 2011

Exhibit D

Introduction:

The City of Wildomar is accepting proposals from qualified firms for the City of Wildomar Development Impact Fee Nexus Study in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One signed original and four (4) copies of the proposals should be submitted to the Office of the City Clerk by 4:00 pm on Monday June 27, 2011. Proposals shall be submitted in a sealed envelope clearly marked City of Wildomar Development Impact Fee Nexus Study and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF WILDOMAR
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595**

Questions regarding this RFP are to be directed by e-mail to: Tim D'Zmura, Director of Public Works, at tdzmura@cityofwildomar.org for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum.

Proposals will not be accepted by fax or electronically.

Late Proposals:

Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. Each firm assumes responsibility for timely submission of its proposal.

Withdrawal or Modifications of Proposals:

Any proposal may be withdrawn or modified by a written request signed by the firm and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, firms are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection:

The City of Wildomar reserves the right to accept any proposal, to reject any and all proposals if said rejection is deemed in the best interest of the City, to call for new proposals, and to award the contract to other than the lowest cost proposal if deemed to be in the best interest of the City.

Proposal Evaluation and Award:

Evaluation will be made on the basis of the criteria noted in Attachment A: Evaluation and Selection Criteria. Award shall be made to the responsible firm whose proposal is determined to be the most advantageous to the City, taking into consideration price and adherence to the included specifications. The City will enter into an agreement with the successful firm for the specified products, services, and installation. Nothing herein shall obligate the City to award a contract to any responding firm.

Qualification/Inspection/Interviews:

Proposals will only be considered from firms normally engaged in providing the types of products and services specified herein. The City reserves the right to inspect the Firm's facilities, products, personnel, and organization at any time, or to take any other action necessary to determine Firm's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding firms and/or to award a contract without conducting interviews.

Delivery:

The successful Firm will supply products and services in compliance with the provisions of the

Exhibit D

contract and provisions of this request for proposal at the address listed.

Delivery Address:

City of Wildomar

Tim D'Zmura, Director of Public Works

23873 Clinton Keith Road, Ste 201

Wildomar, CA 92595

Exhibit D

Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and presented in a three (3) ring binder or other bound format.

One signed original and four (4) copies of the proposals should be submitted to the Office of the City Clerk by 4:00 pm on Monday, June 27, 2011. Proposals shall be submitted in a sealed envelope clearly marked City of Wildomar Development Impact Fee Nexus Study and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF WILDOMAR
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595**

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Tim D'Zmura
Director of Public Works
City of Wildomar
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595

The letter should state the prime firm and include the firm's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the firm's understanding of the project based on this RFP and any other information the firm has gathered. Include a statement discussing the firm's interest and qualifications for this type of work. The letter shall be signed by a principal authorized to commit the firm contractually.

2. Qualifications and Experience

Describe the firm's capability for actually undertaking and performing the work. List types and locations of similar work performed by the firm in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection process.

3. Work Plan

The work plan should indicate the firm's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP. The work plan shall also include a summary of anticipated hours and billing classification (without cost information) for each member of the consultant team proposed for each task.

Exhibit D

4. Conflict of Interest Statement

The firm shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract.

5. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, etc. in support of the firm's qualifications.

6. Comments on or Requested Changes to Contract

The City of Wildomar standard professional services contract is included as Attachment B to this Request for Proposals. The proposing firm shall identify any objections to and/or request changes to the standard contract language in this section.

7. Fee

This section shall be submitted in a sealed envelope and shall include a summary of anticipated hours, billing classification, and hourly billing rate for each member of the proposed consultant team for each work plan task, reimbursement levels for direct expenses, and a total not-to-exceed cost for requested products and services outlined in the Scope of Work. No cost increases shall be passed onto the City after the proposal has been submitted. Tax, if applicable, is to be listed as a separate line item.

Exhibit D

SCOPE OF WORK

Introduction:

The City of Wildomar is soliciting proposals for professional services from qualified firms to assist the City in establishing a Development Impact Fee (DIF) through completion of a development impact fee nexus study. The DIF will provide funding for various public facilities needed to support the demands of new development within the City during build-out of its General Plan. The type and scope of facilities to be included as fee program components will be finalized by City Council direction expected to be received through a visioning workshop conducted shortly after the selected consultant is under contract; however, it is anticipated that the following components may be included in some form:

- Public Safety Facilities (e.g., Police / Fire facilities)
- Multipurpose Trails
- Transportation Facilities (e.g., major roadways, traffic signals, traffic management facilities)
- City Service Center (e.g., City Hall and other facilities related to provision of City services)
- Library
- Fee Program Administration

The study shall include all of the work necessary to establish the nexus for each fee component, develop a model for cost allocation and fee calculation, and comply with the requirements of the Mitigation Fee Act (AB 1600).

The City Public Works Department will assist the selected consultant by researching, compiling, and generating cost estimates for facilities to be funded, along with analyzing available funding through the Riverside County DIF and Transportation Uniform Mitigation Fee (TUMF) and correlating with facilities proposed to be funded in the Wildomar DIF. The City Planning Department will perform analysis and prepare documents as needed for environmental clearance of the proposed DIF under the California Environmental Quality Act.

The City anticipates that land use, traffic, and population data needed for cost allocation and facility standards purposes will be available through Riverside County's Transportation and Land Management Agency (TLMA) and that TLMA trip rate assumptions will be utilized for transportation components of the fee. The City's intent is for the consultant to utilize cost allocation and facilities standards methodologies identified in the most recent County DIF and/or TUMF studies to the extent practical.

Scope of Services:

The scope of services for the City of Wildomar Development Impact Fee study shall include, at a minimum, the following tasks:

Task 1: Preliminary Work

Immediately after contract award, consultant will meet with the City to refine work plan details, tasks for and deliverables by the consultant and the City and their timing, and overall project schedule. At this time, consultant will propose any recommended changes and present a rationale for such changes.

Task 2: Determine Land Uses/Growth Forecasts

To ensure appropriate cost allocation, the consultant shall develop accurate land use data and growth forecasts for the City using the General Plan, along with other related supporting documents and information. The consultant will refine City population and employment forecasts to calculate the new development to which improvement costs will be attributable. The growth forecasts will be classified by land use type (preferably those used by existing fee programs) to aid the administration of the impact fees.

Exhibit D

Task 3: Cost Allocation

Task 3.1 Determine Costs Attributable to Future Development

Consultant shall develop a methodology for each fee component to identify existing deficiencies of current facilities and improvements and assist City staff in determining the portion of estimated costs that is attributable to new development versus the portion attributable to existing deficiencies.

Task 3.2 Evaluate Current Allocation Factors and Recommend Alternate Methods

Consultant shall review and evaluate the allocation factors used for the existing County DIF and TUMF and provide recommended alternatives to ensure the fee programs meet the City's economic development goals. In reviewing costs and allocation factors, the consultant should consider the Council's policies in support of economic development.

Task 4: Develop Nexus and Calculate Impact Fees

The Consultant shall develop a model to create the nexus between unfunded improvement costs and projected future development based upon the allocation factors identified in Task 4.2. The model should be designed to easily allow City staff or policymakers to refine the included facilities or allocation factors at any point during the public outreach and approval process. In addition, the model should take into account existing deficiencies and any existing funding sources.

Task 5: Provide Implementation and Administration Recommendations

The consultant shall include in the nexus study report detailed methodologies for the ongoing administration of the program including annual fee adjustments, periodic reviews of the program, and program implementation.

Task 6: Report Preparation and Presentation

The Consultant shall draft a report detailing the improvement costs, cost allocation methodology, nexus relationship, and the resulting recommended development impact fees, along with any other information and/or analysis required pursuant to the Mitigation Fee Act and/or other applicable laws. The report shall also include an analysis of the relative economic burden imposed by the recommended fees on future development.

Task 7: Public Outreach

The consultant is expected to attend and present findings at a minimum of one (1) public outreach meeting.

Meetings and Presentations

The consultant will be expected to attend (at a minimum):

- 1 kick-off meeting with City staff;
- One joint City Council / Planning Commission visioning workshop
- Bi-weekly project status meetings/telephone conferences with City staff (as needed);
- 1 Public outreach meeting;
- 2 City Council meetings.

The consultant will be expected to present the recommended fee schedule and the associated report at a minimum of one (1) public outreach meeting and one (1) City Council meeting, which is reflected in the expected numbers above.

Schedule

Below is a tentative timeline for the project. The consultant is expected to submit a detailed schedule for the proposed work plan that may deviate from that shown below. However, in no event should the schedule extend beyond December 14, 2011 for presentation of the final work product to the City Council.

- July 13, 2011 – Award of Contract
- August 3, 2011 – Joint City Council / Planning Commission Visioning Workshop

Exhibit D

- August 24, 2011 – Facility standards, cost allocation factors, existing deficiencies analysis developed
- Mid September 2011 – Develop fee model and calculate initial fees
- Early October 2011 – Submit initial fee calculations for City review
- Early October 2011 – Public Outreach meeting
- late October – Submit draft study for City review
- November 2, 2011 – Study finalized and available for public review
- Dec 14, 2011 – Presentation of final study to City Council
- Mid February 2012 – New Fee Rates Effective (60 days after adoption by Council)

Compensation

Firms shall propose a not-to-exceed contract amount for the project. Include an hourly amount per staff position in the event that additional services are desired. Progress payments will be reviewed and approved monthly.

Other Information

The Consultant is expected to prepare a monthly status report to be submitted with invoices. The report should include a detailed description of work performed during the preceding month for which charges have been submitted. The report should also include anticipated work to be performed during the upcoming month.

Exhibit D

Attachments

Attachment A: Evaluation and Selection Criteria

The City will evaluate all eligible responses based on the following criteria:

- 1) Consultant's understanding of the work to be performed;
- 2) Qualifications, professional experience and skills of the consultant project manager and other proposed team members;
- 3) Ability to conform to the scope of work and schedule;
- 4) Performance on similar projects (based on input from references);
- 5) Completeness of the proposal submitted and responsiveness to the RFP

Exhibit D

Attachment B: Professional Services Agreement

The standard consultant contract form used by the City of Wildomar.

Exhibit D

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and effective as of _____ 2011, between the City of Wildomar, a municipal corporation ("City") and _____, [a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

This Agreement shall commence on _____, 2011 and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 200__, unless sooner terminated pursuant to the provisions of this Agreement.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT shall perform the scope of services described and set forth in Exhibit "A", attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit "A".

SECTION 3. 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 Council or City Manager in coordination with the Council of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B".

(b) 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, sub-consultant contracts and miscellaneous expenses. 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 within thirty (30) days of receipt of an invoice of any disputed fees set forth on the

Exhibit D

invoice.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will cause CONSULTANT to be paid within forty-five (45) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

(e) No member of the City Council shall have any personal responsibility or liability for payment of any fees or costs incurred under this AGREEMENT.

SECTION 5. 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 14 and 15, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original studies, assessments, 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 studies, assessments, reports, data, notes, computer files, files and other documents. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) 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.

(b) Any and all records or documents required to be maintained pursuant to this

Exhibit D

section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written 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.

(c) 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 requesting party 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.

SECTION 8. STATUS OF CONSULTANT.

(a) 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.

(b) 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.

(c) 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.

SECTION 9. 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.

SECTION 10. 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

Exhibit D

liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

SECTION 11. 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.

SECTION 12. CONFLICTS OF INTEREST.

(a) 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.

(b) 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.

SECTION 13. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) 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.

(b) 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.

(c) 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.

(d) 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

Exhibit D

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.

SECTION 14. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 15 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

SECTION 15. INSURANCE.

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this agreement.

SECTION 16. 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 that 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

Exhibit D

CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 17. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 18. TERMINATION OF AGREEMENT.

(a) 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.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(c) If either CONSULTANT or CITY fails 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.

(d) 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.

SECTION 19. 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 and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 20. 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.

SECTION 21. 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

Exhibit D

and return receipt requested, addressed as follows:

To CITY: City of Wildomar
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595
Attention: _____

To CONSULTANT: _____

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.

SECTION 22. 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.

The Council has authorized the undersigned to execute this AGREEMENT.

SECTION 23. BINDING EFFECT.

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

SECTION 24. 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.

SECTION 25. 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.

SECTION 26. 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.

Exhibit D

SECTION 27. 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.

SECTION 28. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBIT "A" 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 is 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.

SECTION 29. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "E" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

SECTION 30. SEVERABILITY.

If an 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 caused this AGREEMENT to be executed the day and year first above written.

CITY OF WILDOMAR

CONSULTANT:

By _____
Mayor

By _____
(Signature)

(Typed Name)

ATTEST:

Debbie A. Lee, City Clerk

APPROVED AS TO FORM:

Julie Hayward Biggs, City Attorney

Exhibit D

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

Exhibit D

EXHIBIT "B"
PAYMENT SCHEDULE

Exhibit D

EXHIBIT "C"

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.

Exhibit D

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

Exhibit D

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these

Exhibit D

specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

Exhibit D

EXHIBIT "D"

CITY'S REQUEST FOR PROPOSALS

Exhibit D

EXHIBIT "E"

CONSULTANT'S PROPOSAL

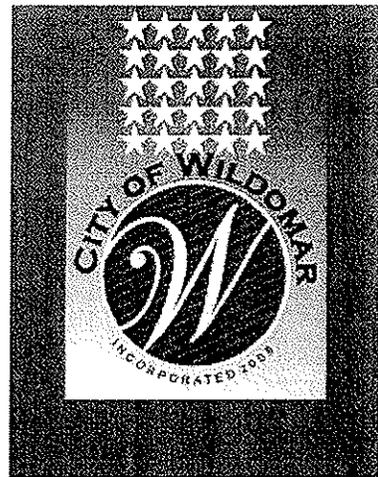
EXHIBIT "E"
CONSULTANT'S PROPOSAL

Exhibit E

City of Wildomar

Proposal For A Development Impact Fee Nexus Study

June 27, 2011



Submitted by:



Colgan Consulting Corporation
3323 Watt Avenue # 131
Sacramento, CA 95821

Table of Contents

Qualifications and Experience	1
Company Data	1
Project Staff Experience	1
Key Qualifications	1
Impact Fee Presentations	2
Methodology, Scope and Work Plan	3
Project Description	3
Scope of Services	4
Fee Components to be Addressed in this Study	5
Information to be Provided by the City	5
Demands on Staff Time	6
Legal Consulting Disclaimer	6
Detailed Work Plan	6
Schedule	9
Conflict of Interest Statement	10
References and Project Descriptions	11
References	11
Selected Project Descriptions	12
Cost Proposal (Submitted Separately)	18
Study Cost	18
Additional Services	18
Expiration of Proposal	18
Appendix A	
Resume – Joseph Colgan, AICP	
Appendix B	
Client List	

Qualifications and Experience

Company Data

Colgan Consulting Corporation (California Corporation # 2650594)
3323 Watt Avenue # 131
Sacramento, CA 95821
916.205.2446
916.978.0328 (Fax)

Colgan Consulting Corporation is a small Sacramento-based consulting firm specializing in development impact fees. The firm was founded in May 2004 by Joe Colgan, following a 14-year career as the principal impact fee consultant for two national consulting firms: David M. Griffith & Associates (DMG) and MAXIMUS, Inc.

Project Staff Experience

Joseph Colgan, AICP, is president of Colgan Consulting and will serve as the project manager and principal consultant for this project. He will be responsible for all client interaction, analysis, report writing, and presentations.

Joe Colgan is a development impact fee expert with 21 years experience in the field. He is a certified professional planner and California-licensed architect whose background includes 10 years direct local government experience as a senior planner and planning director for city and county governments. Since 1990, he has prepared more than 85 impact fee studies in six states, including more than 75 in California, and has served three terms on the board of the National Impact Fee Roundtable (recently renamed the Growth and Infrastructure Consortium).

Mr. Colgan's Riverside County impact fee clients include Moreno Valley (four studies, including one currently underway), Temecula (two studies), La Quinta (two studies), Rancho Mirage, and Desert Hot Springs.

Other Southern California impact fee clients include the City of Orange (two studies, including one currently underway), Orange County Fire Authority (two studies), and the cities of Fontana, La Habra, Dana Point, Vista, and Encinitas.

Key Qualifications

Joe Colgan's key impact fee qualifications are summarized below.

Exhibit E

City of Wildomar – Proposal for a Development Impact Fee Nexus Study

- Thorough knowledge of the Mitigation Fee Act, the Quimby Act, and constitutional requirements for defensible impact fees.
- Extensive expertise in impact fee methodology, and the ability to apply innovative analytical methods to complex situations.
- Knowledge of a wide range of cost allocation and fee calculation methods, and experience calculating impact fees for virtually all types of public improvements, including water, sewer, transportation, and drainage systems, as well as parks, libraries, fire, police, administrative, and maintenance facilities.
- A background in land use planning and capital facilities planning, with hands-on experience managing the programming, planning, design, and construction of a variety of public facilities.
- The ability to interpret planning documents, facility master plans, engineering studies, and capital improvement plans in support of impact fee calculations
- Experience in cash flow modeling and the use of discounted present value calculations to incorporate future debt service payments into impact fee analysis.
- Experience developing a sophisticated Excel-based impact fee model that can calculate and update impact fees for multiple service areas using any one of several fee calculation methods.
- Direct experience in local government and sensitivity to local political environments.
- Ability to involving work with building industry representatives. Many of the impact fee studies prepared by Mr. Colgan received support from local developers and home builder organizations.

Impact Fee Presentations

Joe Colgan has spoken on development impact fees at conferences or seminars sponsored by the following organizations:

- National Impact Fee Roundtable
- League of California Cities
- California State Association of Counties (CSAC)
- California Society of Municipal Finance Officers (CSMFO)
- University of California, Davis Extension
- University of Wisconsin Extension
- Utah City Engineers Association

Methodology, Scope and Work Plan

Project Description

Colgan Consulting Corporation is submitting this proposal in response to City of Wildomar Request for Proposals for a Development Impact Fee (DIF) Nexus Study.

The study described in this proposal is intended to satisfy the requirements of the RFP and provide a defensible basis for the adoption and implementation of development impact fees that satisfy the requirements of the California Mitigation Fee Act (Government Code Sections 66000 et seq.) and relevant case law.

Methodology

Laws governing impact fees, including the California Mitigation Fee Act (Govt. Code Sections 66000 et seq.) require that local agencies imposing fees as a condition of development approval demonstrate that there is a reasonable relationship or “nexus” between the fees and the impact of a development project on facilities to be funded by the fees.

The required nexus for impact fees, as set forth in relevant court decisions, can be thought of as having three elements, and the purpose of an impact fee study is to document the required nexus by showing that: (1) development creates a need for the capital improvements being funded by the fees; (2) development derives a benefit from the provision of those improvements; and, (3) the fees are proportional to the impact of a development project on the need for capital improvements. The “reasonable relationship” requirements of the Mitigation Fee Act (aka AB 1600) address the same elements using different language.

Any one of several methods may be used to calculate impact fees for a particular type of facility. The choice of a method that is appropriate to a particular situation depends primarily on how the relationship between development and the need for improvements is defined.

For example, in the case of streets, the need for future improvements to maintain a desired level of service is determined through engineering analysis of existing system capacity and the volume of traffic that will be generated by planned future development. In that situation, the fee calculations are typically based on the relationship between a specific increment of development and the cost of specific improvements needed to serve that development. That approach is referred to as a “plan-based” or “improvements-driven” methodology.

Exhibit E

Where absorption of system capacity by new development can be easily measured, fee calculations may be based on the cost per unit of added capacity and the amount of capacity required to serve a particular type and amount of development. This “capacity-based” or “consumption-driven” method is commonly used to calculate water and sewer impact fees, but may also be used for certain other types of fees.

A third method calculates fees based on the cost of maintaining a particular level of service, where that level of service can be translated directly into facility costs. An example is the ratio of park acreage to population which is often used to calculate park impact fees. This method is known as the “standard-based” or “incremental expansion” method.

To some extent, these methods, or variations of them, are interchangeable, because they accomplish essentially the same goal of allocating costs to development in proportion to its impacts. However, certain methods typically work better for certain types of facilities.

The specific methods used to calculate impact fees for each type of facility addressed in this study will be determined after further analysis and consultation with City staff regarding defensibility and suitability to the City’s goals.

Scope of Services

In broad outline, the scope of services covered by this development impact fee update study proposal involves the following:

- Compile data on existing and future development in the study area to identify potential impacts on facilities to be addressed in this study.
- Review the CIP, facility master plans, level-of-service standards and other relevant information provided by the City to identify facility needs and costs related to future development.
- Prepare the impact fee analysis and fee calculations
- Prepare a report documenting the impact fee nexus, impact fee calculations, and impact fee schedules
- Attend meetings with the City Council and other groups as directed by the City to present and discuss the study report
- Provide implementation recommendations.

The specific scope of services offered in this proposal is limited to the tasks described in the following work plan. That scope excludes legal, engineering, and architectural services. It also excludes the preparation of planning studies, facility

Exhibit E

master plans, land use surveys, fee surveys, appraisals, facility cost estimates, and collection or analysis of raw data.

Fee Components To Be Addressed in this Study

This proposal is based on the following list of fees, as identified in the Request for Proposals.

- Public Safety Facilities (Police and Fire)
- Multi-purpose Trails
- Transportation Facilities (Roadways, Traffic Signals, Traffic Management)
- City Service Center (City Hall and other facilities)
- Libraries
- Fee Program Administration

Information to be Provided by the City

The work to be performed by the Consultant in the development impact fee study will depend heavily on information to be provided by the City. Among the types of information that may be needed by the Consultant for this study are:

- The current General Plan and any relevant specific plans or other relevant planning studies
- Data on the amount of existing and future development in the study area, and in any fee benefit areas, by land use type
- Specification of facilities needed to serve future development. Relevant documents may include the Capital Improvement Program, level of service policies, facility master plans and other facility planning data, and inventories of existing facilities, vehicles, equipment or materials to be funded by the impact fees
- Information on service demand, such as calls for service for the Police and Fire Departments by land use type
- Cost estimates for land, capital improvements, vehicles, and/or equipment to be funded by impact fees
- Information on capital improvement funding sources and financing plans and any outstanding debt related to existing capital facilities

This proposal is based on the assumption that all information needed to perform the work covered by the scope of this proposal will be provided by the City or is readily available from published sources such as the U.S. Census Bureau and the California Department of Finance. As part of this study, the Consultant will compile, organize

Exhibit E

and analyze data provided by the City, but will not be responsible for generating new data or manipulating raw data.

Demands on Staff Time

Colgan Consulting makes every effort to minimize the demands on client staff in the course of the impact fee study. We do that by requesting only information that is specifically needed for the study, and by using of preliminary drafts to define the direction of the study and highlight information gaps.

Time commitment by staff will depend on what information has been developed in advance by the City. The largest commitment of time by City staff is likely to involve the provision of data on existing and future development. Next largest would relate to the provision of information on facility plans and costs. Some staff time may also be required to establish the distribution of Police and Fire calls for service by land use type, if that information is used in the study.

Legal Consulting Disclaimer

Consulting staff assigned to this project are experienced in calculating defensible impact fees and are very knowledgeable regarding the technical aspects of impact fee calculations. However, Colgan Consulting Corporation does not employ attorneys, and cannot provide legal advice or legal analysis. We expect to rely on the City Attorney for any legal advice needed in connection with the impact fee study.

Detailed Work Plan

The following tasks comprise the detailed work plan for the Impact Fee Study. For hours and billing rate by task, see the Fee Proposal.

Task 1. Project Initiation. Consultant will meet with key City staff members and carry out other activities required to initiate the study, including:

- Leading a kickoff meeting with staff to discuss the goals, work plan and schedule for the project, outline the study process and information needs, and discuss issues of potential concern to staff, elected officials, the building industry, or the public
- Identifying key staff and information resources
- Establishing reporting relationships and procedures
- Conducting initial interviews with department heads and key staff
- Becoming familiar with development patterns and public facilities in the study area

Exhibit E

City of Wildomar – Proposal for a Development Impact Fee Nexus Study

- Evaluating methodology and allocation factors used in the Riverside County DIF and TUMF programs, and recommending alternatives, if appropriate, to ensure the City's fee program meets the City's economic development goals

Work Product: Memorandum discussing any issues identified in the initial discussions and any refinements to the work plan or schedule.

Task 2. Land Use and Development Data. The Consultant will collect, review, organize and analyze data on existing and future land use and development in the study area, and compile it in a form useful for the impact fee analysis. The analysis will include:

- Establishing boundaries of the study area to be used in the analysis
- Defining the breakdown of land use types to be used in the study
- Organizing and analyzing data on existing and future development by land use type
- Specifying values of variables to be used in measuring the impact of development on each type of facility to be addressed in the study
- Preparing development data tables for the study report

Work Product: Land use and development data tables for the study report.

Task 3. Facility Needs and Costs. As an essential part of the nexus analysis, the Consultant will evaluate impacts of development on the need for additional facilities and identify costs eligible for impact fee funding. That analysis will include:

- Reviewing data on existing facilities and facility needs including the Capital Improvement Program and facility master plans
- Reviewing adopted level-of-service standards and actual service levels for relevant facilities and working with staff to define the service standard to be used in the impact fee analysis
- Identifying any existing deficiencies relative to the chosen service standard and determining how to address such deficiencies in the study
- Applying relevant service standards to projections of future development to establish the impacts of development on facility needs
- Compiling facility needs and cost estimates to be used in the impact fee calculations

Work Product: Facility cost data to be used in impact fee calculations.

Exhibit E

Task 4. Impact Fee Calculations. The Consultant will calculate impact fees by development type for each type of facility to be addressed in this study. The steps in that process include:

- Constructing a fee calculation model in Microsoft Excel, including land use and facility cost data and fee calculation formulas
- Specifying formulas in the model to allocate improvement costs in proportion to the impact of development by development type
- Calculating a cost per unit of service
- Converting cost per unit of service into a schedule of impact fees per unit of development, by development type
- Adjusting fees for cost of program administration
- Projecting potential revenue from proposed fees

Work Product: Narrative and tables explaining the impact fee analysis, documenting the nexus, and showing impact fee calculations and impact fee schedules in the study report.

Task 5. Report Preparation. The study report will thoroughly document the nexus between proposed fees and the impacts of development for each type of impact fee calculated in the study, and explain the data, methodology and formulas used in the fee calculations. The report will also propose findings to satisfy the requirements of the Mitigation Fee Act.

Colgan Consulting takes pride in preparing well-organized, user-friendly study reports, with fee calculations presented step-by-step and embedded in explanatory, plain English, text.

As the study proceeds, the Consultant will prepare administrative drafts of portions of the study report and submit them to City staff for review and comment. Upon completion of the analysis, a draft of the entire study report, incorporating any previous staff comments, will be submitted for review.

Following review of a complete draft report, additional revisions will be incorporated, if needed, to produce a final draft report for presentation to the City Council and at public outreach meetings. Ultimately, a final report will be prepared for adoption.

The report will include the following components:

- Executive summary
- A chapter discussing the legal requirements for impact fees and methodologies used in calculating the fees

Exhibit E

City of Wildomar – Proposal for a Development Impact Fee Nexus Study

- A chapter presenting data on existing and future development in the study area and the impacts of development on individual facility types.
- An separate chapter for each type of fee presenting the data and methodology used in the analysis, explaining the impact fee calculations in detail and documenting the nexus
- A chapter on implementation recommendations, addressing steps needed to maintain the integrity of the nexus and comply with the Mitigation Fee Act through proper administration, including but not limited to:
 - Findings and enactment of fees
 - Collection and expenditure of fees
 - Accounting and reporting procedures
 - Administrative appeals, waivers, and exemptions
 - Developer credits
 - Updating and indexing of fees

Work Products: Administrative drafts submitted electronically in Microsoft Word or PDF format; a complete draft report submitted electronically in PDF format; final study report submitted electronically in PDF format. Electronic versions of the report and fee calculation model will be provided in Microsoft Word/Excel format.

Task 6. Meetings and Presentations. This proposal includes:

- One site visit by the Project Manager for project initiation and the kickoff meeting.
- One site visit for the City Council/Planning Commission visioning workshop
- One site visit to attend a public outreach meeting
- Two site visits to attend City Council meetings
- Project status teleconferences with City staff (biweekly or as needed).

Schedule

The RFP indicates that the contract for this project will be awarded on July 13, 2011 and the final report must be presented to the City Council on December 14, 2011.

The proposed schedule is quite reasonable. However, it is important to note that maintaining the schedule will depend to a great extent on the availability of information to be provided by the City, and on the time required by the City to review drafts and resolve any policy issues that may arise in the course of the study.

Conflict of Interest Statement

Colgan Consultant Corporation has no business, financial, or other relationship with any entity or individual that would constitute a conflict of interest with respect to this contract.

References and Project Descriptions

References

The following references are for recently completed impact fee projects prepared by the Consultant.

City of Moreno Valley, CA

Comprehensive Impact Fee Studies (1999, 2004, 2008 and Currently Underway)

Chris Vogt, P.E. , Public Works Director

Phone: 951-413-3170

email: chrisv@moval.org

City of Orange, CA

Impact Fee Study – Police, Parks and Libraries (Currently Underway)

Josephine Chan, Revenue/Investment Officer

Phone: 714-722-2245

email: jchan@cityoforange.org

City of Albuquerque, NM

Peer Review of Impact Fee Program (2011)

Gerald (Jerry) Romero, City Council Policy Analyst

505-768-3370

gromero@cabq.gov

Orange County Fire Authority, Irvine CA

Impact Fee Feasibility Study (2006) and Impact Fee Study (2008)

Dennis A. Sorensen, Management Analyst

Phone: 714-573-6313

email: dennissorensen@ocfa.org

Mountain House Community Services District (San Joaquin County), CA

Update of Transportation Improvement Fees and Community Facilities Fees (2008)

Dwane Milnes, Principal, Citygate Associates (Contract Project Manager)

Phone: 559-786-8587

email: dmilnes@inreach.com

Selected Project Descriptions

Below are descriptions of selected development impact fee studies prepared by Joe Colgan. Studies completed prior to 2004 were done by Mr. Colgan as an employee of either David M. Griffith & Associates (DMG) or MAXIMUS, Inc.

City of Albuquerque, NM – Peer Review of Impact Fee Program (2011). Colgan Consulting prepared a peer review of Albuquerque’s entire impact fee program and assisted in drafting a Request for Proposals for consultants to update that program. The purpose of the peer review was to ensure that the program complies with New Mexico law and to propose ways of addressing perceived unfairness in the structure of the existing impact fee program. The report was completed in May, 2011 and an RFP for an impact fee update was issued in June 2011.

City of Lemoore, CA – West Side Streets and Thoroughfares Impact Fee Study (2010). Colgan Consulting prepared this transportation impact fee study for a large master planned development area west of SR 41. The area remains mostly undeveloped at this time. Transportation fees for this area were not included in a 2006 impact fee study, also prepared by Colgan Consulting, because planning was not complete on interchange improvements needed to serve the area. The report was completed in October, 2010 and the fees were adopted by the City Council in November.

City of Manhattan Beach – Impact Fee Feasibility Study (2009). This study was prepared to assess the potential for the Manhattan Beach to establish an impact fee program, given that most development in the City involves replacement of existing residential units with much larger units. The City has not previously established an impact fee program. A key consideration in the analysis was whether or not an increase in unit size (square feet) can be used to justify impact fees. The study considered analysis contained in a recent book titled *A Guide to Impact Fees and Housing Affordability*, by Arthur C. Nelson *et al*, which makes a case for basing residential impact fees on unit size. However, Colgan Consulting found that national data used in the book to justify such fees did not apply in Southern California which has much different occupancy patterns. The study did find that it is possible to measure impacts for certain types of facilities based on unit size or related factors, such as plumbing fixture units. The report was completed in May, 2009. To date, the City has not initiated efforts to calculate impact fees.

City of Desert Hot Springs – Peer Review of Impact Fee Study. Under contract with the City Attorney, in early 2009, Colgan Consulting conducted a peer review of an impact fee study on which the City’s then-current impact fees were based. Details of the peer review are confidential. Subsequently, Colgan Consulting received a contract from the City to prepare a comprehensive impact fee study, which is currently awaiting an update of the General Plan.

Exhibit E

City of Wildomar – Proposal for a Development Impact Fee Nexus Study

City of Moreno Valley – Comprehensive Impact Fee Update. Colgan Consulting completed the initial draft report for this study on a very tight 9-week schedule requested by the City. After revisions by the City during review, the final draft report was completed in early 2008.

The project involved a comprehensive update of the City's previous impact fee study, which was prepared by Colgan Consulting in 2005. Moreno Valley's impact fee program addresses all types of City facilities impacted by development, including arterial streets, signals, and interchanges, police and fire facilities, parks and recreation facilities, libraries, administrative facilities, a corporation yard, and the animal shelter and electrical distribution facilities. An interesting aspect of this study is the inclusion of interest costs for current and future bond issues in the impact fee calculations. Colgan Consulting developed cash flow models for individual facility types as a basis for incorporating interest costs into impact fees. That method was the subject of extensive discussions with local developers and the Building Industry Association when it was first proposed in the 2005 study. To date, due to economic conditions, the City Council has not adopted the impact fees proposed in the report.

Orange County Fire Authority – Impact Fee Feasibility Study and Impact Fee Study. This project was completed in two phases---a feasibility study in 2006 and the actual impact fee study in 2007-08. Colgan Consulting was selected by OCFA in 2006 for Phase I, an impact fee feasibility study to assess the potential for adoption of impact fees in the OCFA service area. Following submittal of the Phase I report, Colgan Consulting was selected through a separate RFP process to undertake Phase II. The Orange County Fire Authority operates 59 fire stations and serves 1.35 million residents in 22 cities and the unincorporated portions of Orange County.

Designing an impact fee program for OCFA required attention to numerous complex issues including differences among partner cities in terms of development patterns, development potential, service demand, fire station ownership, and funding arrangements. In the Phase II impact fee study, fees were calculated for two types of assets: emergency response assets and support assets. Fee calculations were based on demand measured by logged incident rates for various types of development. The final report was completed in March 2008. Due to economic conditions, the OCFA Board has not yet adopted fees calculated in the study.

Mountain House Community Services District (San Joaquin County) – Review and Update of Transportation Improvement Fees and Community Facilities Fees. The transportation improvement fees and community facilities fees addressed in this study were part of a facilities financing plan agreed-to by developers and home-builders participating in development of this new community adjacent to I-580 near eastern foot of Altamont Pass. The original fees were calculated shortly after the

Exhibit E

City of Wildomar – Proposal for a Development Impact Fee Nexus Study

project was approved by San Joaquin County in 2003. This update was needed because of changes in the land use plan and facility plans for the community. The study examined a variety of factors affecting the allocation of costs among participants, as well as the extent to which increases in facility costs would result in a long term shortfall in cost reimbursement for some participants.

The process of updating the fees involved extensive interaction with developers and CSD staff because of conflicting priorities among stakeholders. When the work was approximately 85% complete, the project was suspended to allow for cost-sharing negotiations among developers. The project has not been restarted because of negative economic conditions.

City of Poway – Impact Fee Study. This project included impact fee calculations for water, wastewater, streets and traffic signals, fire protection, and parks and recreation facilities. It also included an update of the City's housing in-lieu fees. Impact fees for street improvements required coordination with SANDAG's Regional Transportation Congestion Improvement Plan (RTCIP) which requires that each local agency in San Diego County collect a certain minimum amount for each new residential unit constructed in its jurisdiction to fund improvements to the regional transportation system. The report was completed in August 2008 and presented to the City Council in September, 2008.

City of La Habra – Impact Fee Study (2004-05). This study addressed the impact of development on police and fire facilities, parks and recreation facilities, libraries, administrative facilities, and the public works yard. La Habra is a mostly built-out City of 62,000 in the northwestern corner of Orange County. Virtually all future development is expected to involve infill and intensification of previously developed areas, so it was important in this study to identify measures of impact that effectively capture the effects of infill and redevelopment. This study also involved recommendations on inclusionary housing policies and calculation of inclusionary housing fees. Fees based on this report were adopted in November, 2005.

City of Rancho Mirage – Impact Fee Study (2003-04). This study involved developing an entirely new set of impact fees to replace a construction license tax the City had been using for over 20 years to fund development-related capital facilities. The study addressed a wide range of facility types including streets and traffic signals, parks, fire protection facilities, and city hall and corporate yard facilities. A final draft report was presented to the City Council in March, 2004.

City of Temecula – Impact Fee Update (2003). This study included a complete update of the City's impact fee program, which was based on a 1996 study prepared by Joe Colgan while employed with DMG. New fees were added for open space/trails and police facilities. This study was completed on a very ambitious schedule, be-

Exhibit E

ginning in late September 2002, with a complete draft submitted in January 2003. The results of the study were presented to a group of building industry representatives in April 2003. The residential fees recommended in the report were implemented shortly thereafter, while the fees for commercial and industrial development were implemented in phases. Issues considered in this study included the impact of existing development agreements on projected impact fee revenue, and differences in existing and desired service levels for some types of facilities.

City of Morgan Hill – Impact Fee Study (2002). This impact fee study addressed all types of capital facilities needed to serve future development within Morgan Hill's Urban Growth Boundary, except water and sewer. Joe Colgan was the project manager for the impact fee study. The impact fee analysis incorporated the availability of non-impact fee funding sources including Redevelopment Agency funds, regional transportation funds, General Fund contributions, and a potential library grant. The study included two new fees—one for open space and one for community and recreation facilities—in addition to updating all of the fees previously in place. Once a draft of the report was completed, Mr. Colgan participated in workshops with developers and presentations to the Morgan Hill City Council. The Council adopted fees based on the report in August, 2002.

City of Palo Alto – Impact Fee Study (2001). This study calculated citywide impact fees for parks and open space, community centers and libraries. It also involved a feasibility study for adoption of an impact fee for police facilities. In this study, Joe Colgan worked with the client to evaluate the impact of non-residential development on the facilities under study. The City conducted user surveys in Palo Alto's parks, community centers, and libraries to establish the impact of non-residential development on the need for those facilities. Impact fees were calculated using the results of those surveys and the report was completed and presented to a City Council committee in October, 2001.

City of Richmond – Impact Fee Study (2001). This study calculated new citywide impact fees for police, fire, parks, open space, and community centers. The study also analyzed the potential for new street impact fees, but recommended that the City's pre-existing street impact fees, which applied to specific development areas, be retained. Those fees had accounted for all significant costs of development-related street improvements in Richmond, and the costs were allocated to all anticipated development in the service area. Because future development in Richmond will consist mostly of infill, it was difficult for the City to project future development for purposes of the impact fee study. To address that limitation, Mr. Colgan was able to use open-ended fee calculation methods that do not rely on projections of future development. The study report was completed in October, 2001.

Exhibit E

City of Visalia – Public Safety Impact Fee Study (2001). This study calculated impact fees for police and fire protection facilities and equipment in Visalia. Police impact fees were based on the cost of a proposed new building, with costs allocated between existing and future development on the basis of calls for service. Fire impact fees were based on a combined cost of existing and planned facilities and equipment needs, with existing facilities costed at depreciated replacement value. Costs for fire protection facilities were allocated on the basis of developed acreage. At the City Council public hearing, one Council member stated that the impact fee report was the most easily understandable consultant study she had ever seen.

City of Encinitas, California (2000 and 2005). The 2000 study calculated impact fees for street improvements as well as parks, open space, and trails. The study included calculation of Quimby Act fees in lieu of park land dedication and also included separate fees for park land acquisition for projects not involving a subdivision of land. Mr. Colgan made presentations to developer groups and Chamber of Commerce representatives as well as to the City Council. The San Diego County Homebuilders' Association cited this study as an example of a well-prepared impact fee analysis. The study was completed in March, 2000. In August and September, 2005, Joe Colgan conducted a review of the City's impact fee program and made several recommendations for updating and restructuring that program, including the adoption of fire impact fees.

City of Livermore, California (1991-2000). Impact fee work performed for Livermore by Mr. Colgan includes a total of five studies between 1991 and 2000. The most recent studies were done in 1999-2000 to develop affordable housing fees for commercial and industrial development and an inclusionary housing program (including in-lieu fees) for residential development. The methodology used in calculating the affordable housing fees was based on an approach upheld by the Federal Ninth Circuit Court of Appeal in *Commercial Builders v. The City of Sacramento*. The commercial/industrial fees were adopted by the City Council in February 1999. The inclusionary housing program was presented to the City Council in March, 2000 and adopted as recommended. Earlier impact fee studies for Livermore addressed water distribution and storage improvements and community facilities such as police, fire, library and general government buildings.

City of La Quinta, California (1997). This study involved an update to a development impact fee study prepared for La Quinta by DMG in 1995. Fees calculated in the earlier study were never adopted. The update reflected changes in facility plans and demographic data. The study calculates impact fees for a variety of city facilities including streets and bridges, parks and recreation facilities, community centers libraries, maintenance facilities, and fire protection facilities.

Exhibit E

East Bay Municipal Utility District, Oakland California (1994-95). For this study, Mr. Colgan managed a team of technical consultants and legal advisors in evaluating the existing Water System Capacity Charge for EBMUD, which is one of the largest water utilities in the United States. The System Capacity Charge had evolved over a period of fifteen years and was made up of several components including charges for future water supply facilities, water main over-sizing and distribution system improvements. The purpose of this study was to make recommendations regarding the legal and technical defensibility of various components of the SCC, and to advise the District on administration and updating of the fees. Issues addressed in the study included, facility costs eligible for recovery, methods of establishing and updating eligible costs, calculation methods, nexus documentation, incorporation of financing costs, and depreciation allowances, as well as the treatment of operating costs that reduce the need for capital investment. The final report was presented to the District Board and used to revise the structure of the SCC.

City of Glendale, Arizona (1995). As part of this study, Mr. Colgan developed a spreadsheet-based impact fee model that would allow the City staff to calculate and update defensible impact fees for all types of development-related capital facilities. The model provides a choice of three computation methods, and calculates fees for up to eleven land use types. It allows a user to customize service areas by automatically sorting data for any combination of 58 traffic analysis zones represented in the model's development databases. The study analyzed service demand for all types of City facilities to establish demand factors used by the model to represent the impacts of different types of development. Key functions are automated using the Microsoft Visual Basic Programming System, and are invoked by means of point-and-click mouse commands.

City of San Luis Obispo, California (1992-93). Mr. Colgan assisted San Luis Obispo with two impact fee studies. One study calculated updated sewer and water connection fees, and the other addressed transportation impact fees. The sewer and water connection fees were based on updated facility master plans. The transportation impact fees address street, transit and bikeway improvements, and were calculated based on trip generation rates weighted by average trip length for a large number of land use categories.

Exhibit E

City of Wildomar – Proposal for a Development Impact Fee Nexus Study

Fee Proposal

Proposed Cost

The following table shows proposed costs for the impact fee nexus study, with staff time and expenses broken down by task.

Task No.	Task Description	J. Colgan Hours	Staff Cost	Site Visits	Travel Expenses	Total Cost
1	Project Initiation	12	\$ 1,740	1	\$ 680	\$ 2,420
1a	Visioning Workshop	8	\$ 1,160	1	\$ 680	\$ 1,840
2	Land Use and Development Data	32	\$ 4,640			\$ 4,640
3	Facility Needs and Costs	64	\$ 9,280			\$ 9,280
4	Impact Fee Calculations	40	\$ 5,800			\$ 5,800
5	Report Preparation/Revisions	72	\$ 10,440			\$ 10,440
6	Meetings and Presentations	24	\$ 3,480	3	\$ 2,040	\$ 5,520
Totals		252	\$ 36,540	5	\$ 3,400	\$ 39,940
Hourly Rate		\$ 145.00				

Colgan Consulting Corporation offers to complete the Development Impact Fee Nexus Study described in this proposal on a time and expenses basis, for a total fee not to exceed **\$39,940**, including expenses. All work will be performed by Joseph Colgan at an hourly rate of \$145.00.

Travel expenses will be billed at cost, except for meals and incidentals which will be charged on a per diem basis at \$25.00 per half day. Invoices will be submitted monthly based on time and expenses charged to the project during the previous month.

Additional Services

Any services requested by the City that are not covered by this proposal will be charged as additional services on a time and expenses basis, based on the hourly rate shown above. No additional services will be performed without written approval by the City.

Expiration of Proposal

This proposal is in effect for 60 days from the submittal deadline date.

Exhibit E

Appendix A
Resume – Joseph Colgan, AICP

Joseph Colgan, AICP

Joe Colgan is a professional city planner whose background includes ten years as a local government planner and planning director in Virginia and Nevada. He also has served as planning manager for a major university medical center.

Mr. Colgan has specialized in development impact fee work for 21+ years, and has served three terms on the board of the National Impact Fee Roundtable, most recently in 2009.

Mr. Colgan also has extensive experience in management audits and process improvement studies for development review organizations.

Education

Master of City Planning
University of Pennsylvania

Bachelor of Architecture
University of Nebraska, Lincoln

Certifications

Charter Member, American Institute of Certified Planners (AICP)

Licensed Architect, California

Memberships

Charter Member, American Planning Association (APA)

Charter Member, National Impact Fee Roundtable (NIFR)

Background

Joe Colgan founded Colgan Consulting in 2004, and previously was the principal impact fee consultant for a national consulting firm for 14 years. Since 1990, he has prepared more than 85 impact fee studies for cities in six states. The great majority of that work has been in California. He has a thorough understanding of the constitutional and statutory requirements for defensible impact fees, and is an expert in impact fee methodology. His ability to interact productively with members of the building industry is invaluable in the successful implementation of impact fee programs.

Mr. Colgan has broad experience in both land use planning and capital facilities planning. He has directed the programming, design, and/or construction of numerous public buildings including court, jail, police, fire protection, administrative, and community center facilities. In addition, he has wide-ranging knowledge of facility planning practices for water, wastewater, drainage, parks and recreation, and transportation facilities.

Representative Projects

City of Albuquerque, NM. Conducted a peer review of the City's impact fee program and recommended a variety of changes to improve compliance with New Mexico law and enhance the effectiveness of the program in meeting the City's capital facilities funding needs.

Orange County Fire Authority. Prepared both a feasibility study and an impact fee nexus for OCFA, which operates 59 fire stations and serves 1.35 million people in 22 cities and the unincorporated portion of Orange County CA. This study dealt with a range of complex issues including the need to develop a fee program to cover infill development in the OCFA service area.

City of Moreno Valley, California. Prepared four impact fee studies since 1997 addressing all types of capital facilities provided by the City, including streets and signals, parks and recreation facilities, police and fire facilities, libraries, and general government buildings. Restructured the impact fee program to incorporate bond interest cost on several types of facilities.

Exhibit E

Impact Fee Presentations:

2004/05/06/07/09 National
Impact Fee Roundtable

League of California Cities

California State Association
of Counties

California Society of
Municipal Finance Officers

UC Davis Extension

University of Wisconsin
Extension

Utah City Engineers
Association

Partial List of Impact Fee Clients:

Albuquerque, NM

Arroyo Grande, CA

Cedar City, UT

Dana Point, CA

Davie, FL

Encinitas, CA

Fairfield, CA

Fontana, CA

Glendale, AZ

Grover Beach, CA

Hollister, CA

La Quinta, CA

Lathrop, CA

Lompoc, CA

Madera, CA

Moreno Valley, CA

Morgan Hill, CA

Morro Bay, CA

Orange, CA

Orange Co. Fire Authority, CA

Orange County, FL

Palo Alto, CA

Pismo Beach, CA

Poway, CA

Rancho Mirage, CA

Richmond, CA

San Joaquin County, CA

Santa Clara County, CA

San Luis Obispo, CA

Temecula, CA

Visalia, CA

Vista, CA

City of Encinitas, California. Impact fee study addressing impact fees for streets, fire protection, and parks and recreation facilities. Fees recommended in the study report were supported by the San Diego County Building Industry Association.

City of Modesto and Stanislaus County, California. Project funded and directed jointly by the City and the County to develop a spreadsheet-based fiscal impact model that projects the general fund impacts of annexations on both entities. The model incorporates both existing and future development and allows impacts to reflect the characteristics of specific project proposals.

City of Livermore, California. Five separate impact fee assignments for Livermore since 1991. The most recent was a two-part study of affordable housing fees—one for residential development, the other for commercial and industrial development. The residential fee program uses innovative methodology that recognizes the impact of expensive, low-density residential development on the availability of affordable housing.

City and County of Los Alamos, New Mexico. Advised Los Alamos in coordinating preparation of a new comprehensive plan with development of an impact fee program that meets the requirements of New Mexico impact fee statutes.

Contra Costa Water District. Provided litigation support and testified as an expert witness for this Concord, California agency in a lawsuit challenging capital facility charges calculated in-house by District staff.

East Bay Municipal Utilities District. Headed a project team that included legal advisors and other specialized consultants evaluating the legal and technical justification for this Oakland-based District's water system capacity charge, which covers distribution facilities, main over-sizing, future water supply improvements and financing costs for a system that serves more than one million customers in twenty cities and two counties in the East Bay area.

City of Glendale, Arizona. Prepared an impact fee study and developed a spreadsheet-based impact fee model to calculate and update defensible impact fees for all types of development-related capital facilities. The study analyzed service demand for all types of City facilities to establish demand factors used by the model to represent the impacts of different types of development. The fee calculation model runs in Microsoft Excel for Windows. Key functions are automated using the Microsoft Visual Basic Programming System, and are invoked by means of point-and-click mouse commands.

Exhibit E

Appendix B
Client List

Exhibit E

Impact Fee Client List – Joseph Colgan, AICP

Client	Type of Engagement
City of Albuquerque, NM	<ul style="list-style-type: none"> Peer Review of Impact Fee Program
City of Angels Camp, CA	<ul style="list-style-type: none"> Impact Fee Study - Streets, Fire, Police, Parks, Public Facilities
City of Arroyo Grande, CA	<ul style="list-style-type: none"> Impact Fee Study - Water, Wastewater, Streets, Fire, Parks, Recreation Facilities
City of Blythe, CA	<ul style="list-style-type: none"> Impact Fee Study - Water, Wastewater, Police, Fire, Parks, Public Facilities
City of Cedar City , UT	<ul style="list-style-type: none"> Impact Fee Study - Water, Wastewater, Streets, Fire Police, Parks, Public Facilities
City of Chula Vista, CA	<ul style="list-style-type: none"> Reviewed Library Impact Fees as part of Library Master Plan Update
Contra Costa Water District, Concord, CA	<ul style="list-style-type: none"> Provided litigation support and expert witness testimony in a lawsuit over connection Fees calculated by District Staff
City of Cottage Grove, OR	<ul style="list-style-type: none"> Impact Fee Study - Water, Wastewater, Streets, Parks, Police, Fire, Public Facilities
City of Desert Hot Springs, CA	<ul style="list-style-type: none"> Peer Review of Impact Fee Nexus Study
City of Dixon, CA	<ul style="list-style-type: none"> Impact Fee Study – Streets, Fire, Police, Parks, Recreation Facilities, Public Facilities, Ag Mitigation
City of Dana Point, CA	<ul style="list-style-type: none"> Impact Fee Study – Streets, Fire, Parks, Public Facilities
East Bay Municipal Utility District, Oakland, CA	<ul style="list-style-type: none"> Served as Project Manager for a Study to Update the Water System Capacity Charge
City of Encinitas, CA	<ul style="list-style-type: none"> Impact Fee Study – Streets, Fire, Parks, Libraries Impact Fee Study Update
City of Fairfield, CA	<ul style="list-style-type: none"> Impact Fee Study – Police, Fire, Parks, Interchanges
City of Fontana, CA	<ul style="list-style-type: none"> Impact Fee Study – Wastewater, Drainage, Streets, Libraries, Police
City of Glendale, AZ	<ul style="list-style-type: none"> Impact Fee Model and Impact Fee Study – Water, Wastewater, Streets, Fire, Police, Parks and Recreation, Public Facilities
City of Grass Valley, CA	<ul style="list-style-type: none"> Impact Fee Study – Water, Wastewater, Fire, Police, Parks, Public Facilities
City of Grover Beach, CA	<ul style="list-style-type: none"> Impact Fee Study – Water, Wastewater, Streets, Fire, Parks, Public Facilities

Exhibit E

Impact Fee Client List – Joseph Colgan, AICP

Client	Type of Engagement
City of Half Moon Bay, CA	<ul style="list-style-type: none"> ▪ Review of existing impact fee program and recommendations for updating fees
City of Hollister, CA	<ul style="list-style-type: none"> ▪ Fire Impact Fee Study
City of La Habra, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Streets, Police, Fire, Parks, Recreation Facilities, Libraries, Public Facilities ▪ Housing In-lieu Fee Study
City of La Quinta, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Streets, Fire, Police, Parks, Public Facilities
City of Lathrop, CA	<ul style="list-style-type: none"> ▪ Water and Wastewater Impact Fee Study
City of Lemoore, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Water, Wastewater, Police, Fire, Streets, Parks and Recreation, Administrative Facilities ▪ Impact Fee Study - Street Impact Fees in Annexed Area
City of Livermore, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study - Water, Wastewater, Fire, Police, Parks, Public Facilities ▪ Impact Fee Study Update (2) ▪ Housing In-lieu Fee Study ▪ Housing Impact Fee Study
City of Lompoc, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study - Water, Wastewater, Streets, Parks and Recreation, Police, Fire, Libraries, Public Facilities
City/County of Los Alamos, NM	<ul style="list-style-type: none"> ▪ Prepared recommendations for compliance with new state impact fee law
City of Madera, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Water, Sewer, Drainage, Fire, Police, Parks, Public Facilities
City of Manhattan Beach, CA	<ul style="list-style-type: none"> ▪ Impact Fee Feasibility Study
City of Modesto/Stanislaus County, CA	<ul style="list-style-type: none"> ▪ Developed Annexation Impact Model Jointly for the City and County
Maricopa Fire District, Pinal County, AZ	<ul style="list-style-type: none"> ▪ Study of developer fee options
City of Menlo Park, CA	<ul style="list-style-type: none"> ▪ Drainage Impact Fee Study
City of Moreno Valley, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Police, Fire, Streets and Interchanges, Parks and Recreation Facilities, Animal Shelter, Public Facilities, Electric Utility ▪ Impact Fee Study Update (3)

Exhibit E

Impact Fee Client List – Joseph Colgan, AICP

Client	Type of Engagement
City of Morgan Hill, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Police, Fire, Streets, Drainage, Parks and Recreation Facilities, Open Space, Public Facilities
City of Morro Bay, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Water, Wastewater, Drainage, Streets, Fire, Police, Parks, Public Facilities
Mountain House Community Services District, San Joaquin County, CA	<ul style="list-style-type: none"> ▪ Transportation Impact Fee Study ▪ Community Facilities Fee Study covering Fire, Police, Parks, Recreation Facilities, Libraries and Public Facilities
City of Orange, CA	<ul style="list-style-type: none"> ▪ Library Impact Fee Study ▪ Update Police, Library and Park Impact Fees
Orange County Fire Authority, Irvine, CA	<ul style="list-style-type: none"> ▪ Fire Impact Fee Feasibility Study ▪ Fire Impact Fee Study
Sheriff's Office, Orange, County, FL	<ul style="list-style-type: none"> ▪ Law Enforcement Impact Fee Study
City of Palo Alto, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Parks, Community Centers, and Libraries ▪ Feasibility Study – Police Impact Fees
City of Paso Robles, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Water, Wastewater, Drainage, Streets, Parks, Public Facilities, Police, Fire
City of Pismo Beach, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Water, Wastewater, Drainage, Fire, Police, Parks, Recreation, Public Facilities ▪ Impact Fee Study Update (2)
City of Poway, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Water, Wastewater, Streets, Fire, Parks, Recreation Facilities ▪ Housing In-Lieu Fee Update
City of Rancho Mirage, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Streets, Fire, Police, Parks, Recreation Facilities, Public Facilities
City of Richmond, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Streets, Fire, Police, Parks, Recreation Facilities
City of Sacramento, CA	<ul style="list-style-type: none"> ▪ Brief Feasibility Study for Rolling Stock Impact Fee
County of Sacramento, CA	<ul style="list-style-type: none"> ▪ Feasibility Analysis for New Impact Fees as Part of Revenue Enhancement Study
San Benito Health Care District, Hollister, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study - Hospital and Health Care Facilities

Exhibit E

Impact Fee Client List – Joseph Colgan, AICP

Client	Type of Engagement
City of San Clemente, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Streets, Police, Fire, Parks, Recreation Facilities, Public Facilities
San Geronio Memorial Hospital District, Banning, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study - Hospital and Health Care Facilities
City of San Luis Obispo, CA	<ul style="list-style-type: none"> ▪ Water and Wastewater Impact Fee Study ▪ Transportation Impact Fee Study including Streets, Transit, Bikeways
City of St. George, UT	<ul style="list-style-type: none"> ▪ Impact Fee Study – Water, Wastewater, Drainage, Streets, Fire, Police, Parks, Recreation Facilities, Electric Utility
County of Santa Clara, CA	<ul style="list-style-type: none"> ▪ Feasibility Study for Additional Impact Fees
City of Santa Maria, CA	<ul style="list-style-type: none"> ▪ Peer Review of Impact Fee Program
City of Temecula, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Streets, Fire, Police, Parks, Recreation Facilities, Libraries, Open Space/Trails, Public Facilities ▪ Impact Fee Study Update
Valley Health System (Hospital District), Hemet, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study - Hospital and Health Care Facilities
City of Visalia, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Fire, Police
City of Vista, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Streets, Fire, Police Parks, Recreation Facilities
City of West Sacramento, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study for Fire and Police ▪ Impact Fee Study for Public Facilities
County of Yuba, CA	<ul style="list-style-type: none"> ▪ Impact Fee Study – Drainage, Streets, Parks, Law Enforcement/Jail, Public Facilities

ATTACHMENT 2

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COLGAN CONSULTING CORPORATION TO PREPARE A DEVELOPMENT IMPACT FEE NEXUS STUDY FOR AN AMOUNT NOT TO EXCEED \$39,940

WHEREAS, the City of Wildomar ("City") wishes to consider establishing development impact fees as a means of funding public facilities needed to meet the demands of development during build out of the City's General Plan; and

WHEREAS, local agencies must prepare and consider a nexus study in accordance with the California Mitigation Fee Act (Government Code Section 66000, et. seq.) when adopting development impact fees; and

WHEREAS, the City desires to obtain professional services to develop and prepare such a nexus study; and

WHEREAS, the City issued a Request for Proposals to provide the required professional services and through a competitive ranking of the proposals received, Colgan Consulting Corporation was determined to be best qualified to provide the services required by the City.

NOW THEREFORE BE IT RESOLVED, by the City of Wildomar Council assembled in regular session on August 10, 2011, that this Council authorizes the Mayor to execute a professional services agreement with Colgan Consulting Corporation to prepare a development impact fee nexus study for an amount not to exceed \$39,940.

PASSED, APPROVED, AND ADOPTED this 10th day of August, 2011.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: August 10, 2011

TO: Mayor and City Council Members

FROM: Gary Nordquist, Assistant City Manager

SUBJECT: Accounting and Community/Emergency Services Contract Amendments – Misty Cheng and Diamond W Events

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the contract amendments and authorize the City Manager to execute said contracts.

BACKGROUND/DISCUSSION:

The City contracts for services which are provided on either an as needed basis or certain professional services are needed on a less than full time basis and it is fiscally advantageous to contract rather than hire full time city staff. Two such service contracts are recommended for approval for Fiscal Year 2011-12.

1. A Professional Services Agreement with Misty Cheng has been in place since 2009. Ms. Cheng has provided excellent support to City staff in financial areas of the organization. Ms Cheng has interfaced with City and contract staff and was the project Director in the City's conversion from the "Quick Books" accounting system to the "Eden" governmental finance and accounting systems. This successful conversion will provide the City with more timely and accurate financial information as well as implement the necessary and auditable fiscal controls for the City's operations. The City has received its first formal recognition from the Governmental Finance Officers Association (GFOA) that the City met all necessary criteria with its FY 2009-10 Comprehensive Annual Financial Report (CAFR) submittal to achieve the Excellence in Financial Reporting award. These accomplishments have been heavily influenced by Ms. Cheng's directions and participation and it is recommended that she continue in the capacity of City Comptroller to oversee the City's accounting services and participate in the continual improvements of the City's financial services.
2. A Professional Services Agreement with Diamond W Events has been in place since 2009. Diamond W Events has focused on the community service and emergency operations management/training needs of the community.

Additionally, the company and its principal, Ms. Paula Willette, have also undertaken a number of the administrative needs associated with some of the economic development activities which have been started at the City. The services provided by this company during the past several years have been outstanding and this contract amendment is presented for review and approval.

FISCAL IMPACT:

1. The funds for the accounting services request of \$83,200 are included in the City's budget and reflect the recent changes the City Council sought during the July 28, 2011 Financial Budget Reduction plan.
2. The funds for the community services/economic development and emergency operations management/training request of \$60,900 are included in the City's budget and reflect the recent changes the City Council sought during the July 28, 2011 Financial Budget Reduction plan.

Submitted by:

Approved by:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

ATTACHMENTS:

- A. Contract with Misty V. Cheng
- B. Contract with Diamond W Events

Attachment

A

CITY OF WILDOMAR

PROFESSIONAL SERVICES AGREEMENT WITH

MISTY CHENG

1. PARTIES AND DATE.

This Agreement is made and entered into this 10th day of August, 2011, by and between the City of Wildomar, a municipal organization organized under the laws of the State of California with its principal place of business at 23873 Clinton Keith Road, Suite 201, Wildomar, California 92595 (“City”) and Misty Cheng, an independent contractor (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 City. City is an independent special City organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant, an independent contractor, desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Accounting/Computer Software Implementation Services to the public and is familiar with the plans of City.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the City accounting services. The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2011 to June 30, 2012, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines

Responsibilities of Consultant.

3.1.2 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, Calpers payments, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.1.4 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.1.5 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the services or a threat to the safety of persons or property, shall be promptly removed by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Misty Cheng.

3.1.6 City's Representative. The City hereby designates the Assistant City Manager, to act as its representative for the performance of this Agreement ("City's

Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City’s Representative.

3.1.7 Consultant’s Representative. Consultant hereby designates Misty Cheng or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.1.8 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, consultants and other staff at all reasonable times.

3.1.9 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from providing services by the Consultant and shall not be re-employed to perform any of the services.

3.1.10 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising there from. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.1.11 Insurance.

3.1.11.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.1.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.1.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability.

3.1.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured's with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects

the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured's with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverage's. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.1.11.5 Separation of Insured's; No Special Limitations. All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.1.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.1.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the City.

3.1.11.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this

Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.1.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the services, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.2.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of

Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3 Accounting Records.

3.3.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.4 General Provisions.

3.4.1 Termination of Agreement.

3.4.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.4.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

<u>City</u>	<u>Consultant</u>
City of Wildomar	Misty Cheng
23873 Clinton Keith Road,	2021 Oakdale Street
Suite 201,	Pasadena, CA 91107
Wildomar, California 92595	925-963-9996
Attn: Gary Nordquist	

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.3 Ownership of Materials and Confidentiality.

3.4.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, including, without limitation, any Computer Aided Design and Drafting (“CADD”) data, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents, Data, and Software solutions the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data or Software at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk. Any CADD data delivered to City shall not include the professional stamp or signature of an engineer, architect, or any other licensed professional, but shall be followed with a hard copy with such stamp or signature.

3.4.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s

name or insignia, photographs or any publication pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.4.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.4.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.4.6 Indemnification.

3.4.6.1 Standard Indemnification. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.4.6.2 Indemnification Related to Design Professional Services. The indemnification language above shall apply except as to design professional services, as defined in Civil Code section 2782.8, including any architect, landscape architect, and engineer or land surveyor services, provided pursuant to this Agreement. As to such Services, to the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of

every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.4.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.4.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.4.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.4.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.4.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.4.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.4.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.4.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.4.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.4.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.4.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

3.4.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.4.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.4.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.4.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5 Subcontracting.

3.5.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF WILDOMAR

CONSULTANT

By: _____
Frank Oviedo, City Manager

By: _____
Misty V. Cheng

ATTEST:

By: _____
Debbie Lee, City Clerk

APPROVED AS TO FORM:

By: _____
Julie Biggs, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Accounting Support Services

Provide accounting support services as the City's Comptroller. Such services would include the City and Special District's accounts payable/receivable, bank reconciliations, treasury reporting, jv processing and payroll support, benefits' coordination, interfacing with auditors and providing special reports as requested. Providing guidance and instruction to City support staff as needed.	20.0 per week
--	---------------------

TWELVE MONTHS TOTAL HOURS	1,040
RATE	\$80.00

TOTAL COST	<u>\$83,200</u>
------------	-----------------

EXHIBIT "B"
SCHEDULE OF SERVICES

July 1, 2011 to June 30, 2012.

EXHIBIT "C"
COMPENSATION

1. Accounting Services Support \$80.00 per hour not to exceed 20 hours per week.

Attachment B

**AMENDMENT TO THE
AGREEMENT FOR CONTRACT SERVICES**

BETWEEN

THE CITY OF WILDOMAR

AND

DIAMOND W EVENTS

CONTRACT AMENDMENT

NUMBER 2

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF WILDOMAR
AND
DIAMOND W EVENTS**

This Amendment to the agreement for Contract Services (“Agreement”), is made and entered into this eight day of August 2011, by and between the City of Wildomar, a California municipal corporation organized under the laws of the State of California with its principal place of business at 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595 (“City”) and Diamond W Events, a California (partnership, limited partnership, corporation, etc.) (“Contractor”).

This Amendment modifies the following sections:

SECTION 3. TERM OF AGREEMENT

The term of this Amendment for the Agreement shall be from August 1, 2011 to September 30, 2012, unless earlier terminated as provided in Section 11 “Termination of Agreement”. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. Such term may be extended upon written agreement of both parties to this Agreement.

SECTION 4. SCOPE OF SERVICES

Contractor promises and agrees to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Contract services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” (Amended August 8, 2011) attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT TO THE AGREEMENT to be executed the day and year first above written.

CITY OF WILDOMAR

By: _____
Frank Oviedo, City Manager

ATTEST:

Debbie A. Lee, CMC, City Clerk

APPROVED AS TO FORM:

Julie Hayward Biggs, City Attorney

CONTRACTOR:

By: _____
(Authorized Officer)

Title _____

Print Name

Phone

**EXHIBIT “A” SCOPE OF SERVICES
AMENDED AUGUST 8, 2011**

The following specifications described the work that will be required by the contractor for Contract Services.

A. Emergency Preparedness

Coordinate and manage the emergency preparedness program for the City.

1. Attend County Office of Emergency Services (OES) meetings to stay informed
2. Work with Staff on Emergency Operation Center (EOC) positions
3. Work with Staff to ensure mandatory certifications are current
4. Emergency Operation Plan (EOP) provide an annual review
5. Educate the community about preparedness
 - a. Offer seminars throughout the year
 - b. Offer Citizens Emergency Response Team (CERT) training
 - c. Provide opportunities to place individual orders for family preparedness items
6. Submit and manage yearly Emergency Management Performance Grant (EMPG)
7. Submit and manage yearly Homeland Security Grant (HSGP)
8. Submit and manage other grants available through Riverside OES

B. Events and Park Management

To develop and implement special events and operations of parks including all activities as necessary for closures and/or transition of operations.

1. Events
 - a. Plan, budget, and carry citywide events, which are self-funded, such as:
 - i. Movies in the Park
 - ii. Egg Hunt
 - iii. Farmers Market
 - iv. Breakfast with Santa
 - v. State of the City
 - b. Oversee two (2) community Clean Up events per year
2. Parks Agreements and Closure
 - a. Facilitate agreements to retain park operations or closures due to funding issues.

C. Economic Development

Provide administrative assistance to economic development programs and activities as need.

**EXHIBIT "B" SCHEDULE OF SERVICES
AMENDED AUGUST 8, 2011**

AUGUST 1, 2011 THRU SEPTEMBER 30, 2012

**EXHIBIT “C” COMPENSATION FOR SERVICES
AMENDED AUGUST 8, 2011**

1. City Fiscal Year August 1, 2011 thru June 30, 2012, \$55,000:
 - a. Community Services...\$2,300 per month, 25,300 annually including reduction.
 - b. Economic Development...\$200 per month, \$2,200 annually.
 - c. Emergency Operations Management/Training...\$1,500 per month, \$16,500 annually.
 - d. CSA 103 Operations...\$280.00 per month, \$3,080 annually.
 - e. Grant Projects and Administration...\$720 per month, \$7,920 annually.
 - f. Additional Services billing rate at \$50.00 per hour.

2. City Fiscal Year July 1, 2012 thru September 30, 2012, unless changed during FY 2012-13 budget process:
 - a. Community Services...\$2,300 per month.
 - b. Economic Development...\$200 per month.
 - c. Emergency Operations Management/Training...\$1,500 per month.
 - d. CSA 103 Operations...\$280.00 per month.
 - e. Grant Projects and Administration...\$720 per month.
 - f. Additional Services billing rate at \$50.00 per hour

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: August 10, 2011

TO: Mayor and City Council Members

FROM: Frank Oviedo, City Manager

SUBJECT: League of California Cities Annual Conference Attendance and Voting Member

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council discuss and determine which Council Member will be attending the League of California Cities Annual Conference in San Francisco.

DISCUSSION:

Since the Council took action to reduce the budget and eliminated travel expenses for all but one Council Member, the City Council should discuss who on the Council is going to attend the annual League of California Cities Conference in San Francisco. The attending Council Member will also be the voting delegate.

At the time the voting delegate was selected by the City Council it was assumed there was a budget for all Council Members who were interested in attending. Now that this is no longer the case, the Council may want to revisit the issue.

The idea of revisiting the issue is so the Council can decide if the voting delegate is still the individual suited for attending or if there is another Council Member who would be better served in attending the meeting. The decision is entirely up to the City Council Members to decide now that there is only one opportunity to attend the conference.

FISCAL IMPACT:

The fiscal impact to the City is approximately \$1,500 which includes conference registration, flight, and hotel for two nights.

Submitted and Approved by:

Frank Oviedo
City Manager