CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

OCTOBER 9, 2013
Council Chambers
23873 Clinton Keith Road

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

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA OCTOBER 9, 2013

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

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

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

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

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

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

   Martha Bridges and John Burkett v. City of Wildomar
   Case No. RIC 1216373

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

   Martha Bridges and John Burkett v. City of Wildomar and Sunbelt Communities
   Case No. MCC 1300893

   Katlyn Parra v. City of Wildomar, et al
   Case No. RIC 1212171

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

   Martha Bridges and John Burkett v. City of Wildomar
   Case No. MCC 130055

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

RECONVENE INTO OPEN SESSION

ANNOUNCEMENT

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

Proclamation – Purple Heart Day

Fire Department Update

PUBLIC COMMENTS

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

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Warrant & Payroll Registers

RECOMMENDATION: Staff recommends that the City Council approve the following:
Warrant Register dated 09-05-13 in the amount of $99,710.16;
Warrant Register dated 09-05-13 in the amount of $598,910.59;
Warrant Register dated 09-12-13 in the amount of $374,221.35;
Warrant Register dated 09-12-13 in the amount of $2,652.26;
Warrant Register dated 09-19-13 in the amount of $45,394.73;
Warrant Register dated 09-26-13 in the amount of $129,434.49;
Warrant Register dated 09-26-13 in the amount of $6,834.00; &
Payroll Register dated 10-01-13 in the amount of $47,606.93.

1.3 Treasurer's Report

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

1.4 Ordinance No. 80 Second Reading and Adoption

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

ORDINANCE NO. 80
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT FOR TENTATIVE TRACT MAP NO. 32535 (PLANNING APPLICATION NO. 13-0033) GENERALLY ON THE WEST SIDE OF STABLE LANES ROAD, NORTH OF CLINTON KEITH ROAD AND SOUTH OF CATT ROAD (APN: 380-110-005, 380-110-006, 380-120-001, 380-120-002, 380-100-006, 380-100-005, 380-130-002, 380-130-018 AND 380-100-004)

2.0 PUBLIC HEARINGS

2.1 Development Impact Fee Study

RECOMMENDATION: Staff recommends that the City Council:

1. Conduct a Public Hearing to receive testimony regarding the Development Impact Fee Study Report dated April 30,2013 for the City of Wildomar;

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

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING AND RESTATING CHAPTER 3.44 (FEES) OF THE WILDOMAR MUNICIPAL CODE

3. Adopt a Resolution entitled:

RESOLUTION NO. 2013 - _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE "CITY OF WILDOMAR IMPACT FEE STUDY" AND ESTABLISHING NEW DEVELOPMENT IMPACT FEES APPLICABLE TO ALL DEVELOPMENT IN THE CITY OF WILDOMAR

2.3 FY 2013-14 First Quarter Budget Report

RECOMMENDATION: Staff recommends that the City Council:

1. Review and consider approval of the budget report and decision package recommendations as listed in the Fiscal Year 2013-14 First Quarter Report; and

2. Adopt a Resolution entitled:

RESOLUTION NO. 2013 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2013-14 BUDGETED REVENUES AND EXPENSES

3.0 GENERAL BUSINESS

3.1 Tri-Party Consultant Service Agreement for Wal-Mart Environmental Impact Report (Planning Application No. 13-0086)

RECOMMENDATION: Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Wal-Mart, and Applied Planning, Inc. for the preparation of an Environmental Impact Report (EIR) for the Wal-Mart Development project; and

2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and Applied Planning, Inc. for the preparation of an Environmental Impact Report (EIR) for the Wal-Mart Development project.

3.2 Change to Procedures for Processing Minor Changes to Tentative Maps

RECOMMENDATION: Staff recommends that the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 81
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.04.060 AND 16.12.220 OF THE WILDOMAR MUNICIPAL CODE (SUBDIVISIONS) PERTAINING TO MINOR CHANGES TO APPROVED TENTATIVE MAPS

3.3 Temporary Park Closures for Rejuvenation Activities

RECOMMENDATION: Authorize the City Manager to temporarily close the City parks starting October 17, 2013 and require City authorization/liability release for any general public park access.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

Report on CEQA reform bill (SB 743)

COUNCIL COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

PUBLIC COMMENTS

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

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4.0 CONSENT CALENDAR

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

4.1 Warrant Register

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

1. Warrant Register dated 09-05-13, in the amount of $2,679.80;
2. Warrant Register dated 09-19-13, in the amount of $372.73; &
3. Warrant Register dated 09-26-13, in the amount of $153.17.

4.2 Treasurer's Report

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

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

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

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

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

I, Debbie A. Lee, Wildomar City Clerk, do certify that on October 4, 2013, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

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

Debbie A. Lee

Debbie A. Lee, CMC, City Clerk

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.2
CONSENT CALENDAR
Meeting Date: October 9, 2013

TO: Mayor and City Council Members

FROM: Misty V. Cheng, Controller

SUBJECT: Warrant and Payroll Registers

STAFF REPORT

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

1. Warrant Register dated 09-05-13 in the amount of $99,710.16;
2. Warrant Register dated 09-05-13 in the amount of $598,910.59;
3. Warrant Register dated 09-12-13 in the amount of $374,221.35;
4. Warrant Register dated 09-12-13 in the amount of $2,652.26;
5. Warrant Register dated 09-19-13 in the amount of $45,394.73;
6. Warrant Register dated 09-26-13 in the amount of $129,434.49;
7. Warrant Register dated 09-26-13 in the amount of $6,834.00; &
8. Payroll Register dated 10-01-13 in the amount of $47,606.93.

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

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

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Voucher List 9/5/2013 x2
Voucher List 9/12/2013 x2
Voucher List 9/19/2013
Voucher List 9/26/2013 X2
Payroll List 10/1/13

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202552	9/5/2013	000068 COUNTY OF RIVERSIDE, FIRE DEPARTM	231493		FIRE PROTECTION SERVICES 4/1/'	421,173.58
					Total :	421,173.58
202553	9/5/2013	000072 INTERWEST CONSULTING GROUP	15107		PROFESSIONAL SERVICES JUNE 2	174,737.01
					Total :	174,737.01
202554	9/5/2013	000304 JOE A. GONSALVES & SON	23673	0000060	JUNE 2013 CONTRACTUAL LEGISL	3,000.00
					Total :	3,000.00
3 Vouchers for bank code : wf					Bank total :	598,910.59
3 Vouchers in this report					Total vouchers :	598,910.59

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202541	9/5/2013	000554 AT & T	82813		TELEPHONE LONG DISTANCE PE &	37.00
					Total :	37.00
202542	9/5/2013	000008 AT&T MOBILITY	X08282013		COUNCIL MOBILE PHONE 7/21/13-&	110.26
					Total :	110.26
202543	9/5/2013	000389 BRIAN'S LIVE BEE REMOVAL, SERVICE	2913-176		BEE REMOVAL SVC & FOLLOW-UP	225.00
					Total :	225.00
202544	9/5/2013	000080 BURKE, WILLIAMS AND SORENSON,, LL	168937		LEGAL FEES JULY 2013	63,646.59
					Total :	63,646.59
202545	9/5/2013	000043 CHENG, MISTY	8/31/13		AUGUST 2013 CONTRACTUAL SER	30,127.50
					Total :	30,127.50
202546	9/5/2013	000035 COUNTY OF RIVERSIDE, TLMA	TL0000009888		JULY 2013 SLF COSTS	63.71
					Total :	63.71
202547	9/5/2013	000499 INLAND EMPIRE LANDSCAPE INC	6357	0000087	JULY 2013 LANDSCAPE MAINT. ZOI	764.23
			6358	0000087	JULY 2013 LANDSCAPE MAINT. ZOI	206.65
			6359	0000087	JULY 2013 LANDSCAPE MAINT. ZOI	123.48
			6360	0000087	JULY 2013 LANDSCAPE MAINT. ZOI	199.00
			6361	0000087	JULY 2013 LANDSCAPE MAINT. ZOI	2,838.18
					Total :	4,131.54
202548	9/5/2013	000079 LAN WAN ENTERPRISE	47693		SEPT 2013 WILDOMAR MAINTENAI	1,200.00
					Total :	1,200.00
202549	9/5/2013	000147 MARATHON REPROGRAPHICS	78023		24-36X24 BOND, 2 SETS HERITAGE	8.49
					Total :	8.49
202550	9/5/2013	000020 VERIZON	82213		8/22/13-9/21/13 FIOS INTERNET CH	129.99
					Total :	129.99
202551	9/5/2013	000437 VERIZON WIRELESS	9710332352		8/22/13-9/22/13 DATA INTERNET CH	30.08
					Total :	30.08

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11	Vouchers for bank code : wf				Bank total :	99,710.16
11	Vouchers in this report				Total vouchers :	99,710.16

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202568	9/12/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER	6287593		7/25/13-8/22/13 WATER LMD ZN 3 L	373.96
			6287594		7/25/13-8/22/13 WATER LMD ZN 30	59.51
			6287595		7/25/13-8/22/13 WATER LMD ZN 3 L	76.67
			6287596		7/25/13-8/22/13 WATER LMD ZN 51	90.80
			6287597		7/25/13-8/22/13 WATER LITTLE LEA	112.83
			6287598		7/25/13-8/22/13 WATER WINDSONG	275.85
			6287599		7/25/13-8/22/13 WATER LMD ZN 3 L	413.20
			6287600		7/25/13-8/22/13 WATER LMD ZN 3 L	125.64
			6287601		7/25/13-8/22/13 WATER LMD ZN 30	265.37
			6287602		7/25/13-8/22/13 WATER LMD ZN 3 L	198.51
			6287603		7/25/13-8/22/13 WATER 22450 1/2 C	119.00
			6287604		7/25/13-8/22/13 WATER 22450 CER	352.93
			6290923		7/26/13-8/23/13 WATER LMD ZN 3 L	187.99
					Total :	**2,652.26**

1 Vouchers for bank code : wf — **Bank total : 2,652.26**

1 Vouchers in this report — **Total vouchers : 2,652.26**

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202555	9/12/2013	000033 AMERICAN FORENSIC NURSES	63543		BLOOD DRAW (2)	82.16
			63597		BLOOD DRAW (2)	82.16
			63615		BLOOD DRAW (11) SUSPECT KIT (1	646.88
			63664		BLOOD DRAW (1)	41.08
			63677		BLOOD DRAW (3)	123.24
					Total :	**975.52**
202556	9/12/2013	000193 CARROT-TOP INDUSTRIES, INC.	CI1335364		3 - 4X6 FLAGS	328.01
					Total :	**328.01**
202557	9/12/2013	000011 CR&R INC.	267530		8/28/13 DUMP 40 YD BOX	258.06
					Total :	**258.06**
202558	9/12/2013	000036 DATAQUICK	B1-2201912		8/1/13-8/31/13 CODE ENFORCEMEN	150.00
					Total :	**150.00**
202559	9/12/2013	000022 EDISON	82013		JULY ZONE ELECTRICAL	950.88
			90413A		8/1/13-9/1/13 CSA 103 PALOMAR EL	39.17
			90413B		8/1/13-9/1/13 CITY LAMPS ELECTRI	91.22
					Total :	**1,081.27**
202560	9/12/2013	000549 ENTERPRISE MEDIA	I01118346		PUBLIC NOTICE - DEV AGREEMEN	128.70
					Total :	**128.70**
202561	9/12/2013	000072 INTERWEST CONSULTING GROUP	15361		PROFESSIONAL SERVICES 7/1/13-	126,145.65
			15362		PROFESSIONAL SERVICES JULY 2	38,844.41
			15362-A		COMPUTER - ENGINEERING DEPT	830.52
					Total :	**165,820.58**
202562	9/12/2013	000079 LAN WAN ENTERPRISE	47736		TECH SUPPORT, RENAM AND INST	350.00
					Total :	**350.00**
202563	9/12/2013	000147 MARATHON REPROGRAPHICS	78244		24-36X24 BOND, 2SETS HERITAGE	8.49
					Total :	**8.49**
202564	9/12/2013	000565 ULTRA CONSTRUCTION & DEVELOPMT	91113		UNUSED PROJECT FUNDS - DEPO	480.30

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
202564	9/12/2013	000565	000565 ULTRA CONSTRUCTION & DEVELOI (Continued)			Total :	480.30
202565	9/12/2013	000498	VAN DYKE LANDSCAPE ARCHITECTS	18541	0000086	ZONE 3,42,51,52,71 JULY 2013 LAN	732.89
						Total :	732.89
202566	9/12/2013	000564	WASTE MANAGEMENT	91013		7/1/11-4/30/13 DELQ TRASH TAX R(	159,333.53
						Total :	159,333.53
202567	9/12/2013	000131	WESTERN RIVERSIDE COUNTY, RCA	73113		MSHCP MITIGATION FEES JULY 20	40,698.00
				83113		MSHCP MITIGATION FEES AUGUST	3,876.00
						Total :	44,574.00

13 Vouchers for bank code : wf — Bank total : 374,221.35

13 Vouchers in this report — Total vouchers : 374,221.35

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202588	9/26/2013	000008 AT&T MOBILITY	X09202013		8/13/13-9/12/13 COUNCIL MOBILE F	77.22
					Total :	**77.22**
202589	9/26/2013	000009 BEN BENOIT	92313		REIMBURSEMENT OF TRAVEL EXF	96.75
					Total :	**96.75**
202590	9/26/2013	000034 BIO-TOX LABORATORIES	27557		RC SHERIFF - LAB SERVICES	546.60
			27558		RC SHERIFF - LAB SERVICES	156.00
			27559		RC SHERIFF - LAB SERVICES	417.00
					Total :	**1,119.60**
202591	9/26/2013	000002 CRYSTAL CLEAN MAINTENANCE	903B		JANITORIAL SERVICES - CITY HALI	698.00
					Total :	**698.00**
202592	9/26/2013	000058 DEPARTMENT OF JUSTICE	993167		AUGUST 2013 POLICE BLOOD ALC	140.00
					Total :	**140.00**
202593	9/26/2013	000027 DIRECT TV	21339623721		09/12/13-10/11/13 CABLE SERVICE	94.99
					Total :	**94.99**
202594	9/26/2013	000022 EDISON	91413		8/13/13-9/12/13 ELECTRICAL	3,051.99
			91813		8/15/13-9/16/13 WILDOMAR 31160 (	14.75
			91913		7/25/13-9/16/13 ZONE ELECTRICAL	921.84
					Total :	**3,988.58**
202595	9/26/2013	000079 LAN WAN ENTERPRISE	47726		HP PROLIANT DL380 G4	857.38
			47936		REBUILD GARY'S OLD COMPUTER	300.00
					Total :	**1,157.38**
202596	9/26/2013	000149 RIVERSIDE COUNTY EXECUTIVE, OFFIC	91113		SCFA ANIMAL SHELTER FY13/14 D	110,857.00
					Total :	**110,857.00**
202597	9/26/2013	000566 SAE BUILDERS	92313		REFUND OF UNUSED DEPOSIT FU	1,057.32
					Total :	**1,057.32**
202598	9/26/2013	000435 STRATA OAK, LLC C/O STRATA, EQUITY	100113		OCT 2013 CITY HALL MONTHLY LE.	10,147.65

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
202598	9/26/2013	000435	000435 STRATA OAK, LLC C/O STRATA, EQ (Continued)				
						Total :	10,147.65

11 Vouchers for bank code : wf

Bank total : 129,434.49

11 Vouchers in this report

Total vouchers : 129,434.49

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202585	9/26/2013	000005 PARSAC	14-172r		FY 12/13 PAYROLL AUDIT - ADD'L L	6,834.00
					Total :	6,834.00

1 Vouchers for bank code : wf — Bank total : 6,834.00

1 Vouchers in this report — Total vouchers : 6,834.00

City of Wildomar
Payroll Warrant Register
September, 2013

ACH Date	Payee	Description	Amount
9/13/2013	Payroll People	8/24-9/6/13	22,826.52
9/27/2013	Payroll People	9/7-9/20/13	23,735.76
10/1/2013	Payroll People	9/1-9/30/13	1,044.65
		TOTAL	47,606.93

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.3
CONSENT CALENDAR
Meeting Date: October 9, 2013

TO: Mayor and City Council Members

FROM: Misty V. Cheng, Controller

SUBJECT: Treasurer's Report

STAFF REPORT

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

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

FISCAL IMPACT:
None.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Treasurer's Report

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	$ 5,642,783.10	0.00%
		TOTAL	$ 5,642,783.10	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 5,493,586.89	$ 705,275.34	$ (556,079.13)	$ 5,642,783.10	0.000%
		TOTAL	$ 5,493,586.89	$ 705,275.34	$ (556,079.13)	$ 5,642,783.10	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	$ 1,542,164.03	$ 1,542,164.03	$ 1,542,164.03	100.00%	0	0.271%
	TOTAL	$ 1,542,164.03	$ 1,542,164.03	$ 1,542,164.03	100.00%		

CITY - TOTAL CASH AND INVESTMENT $ 7,184,947.13

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	$ 1,542,164.03	$ 0.00	$ 0.00	$ 1,542,164.03	0.271%
	TOTAL	$ 1,542,164.03	$ 0.00	$ 0.00	$ 1,542,164.03	

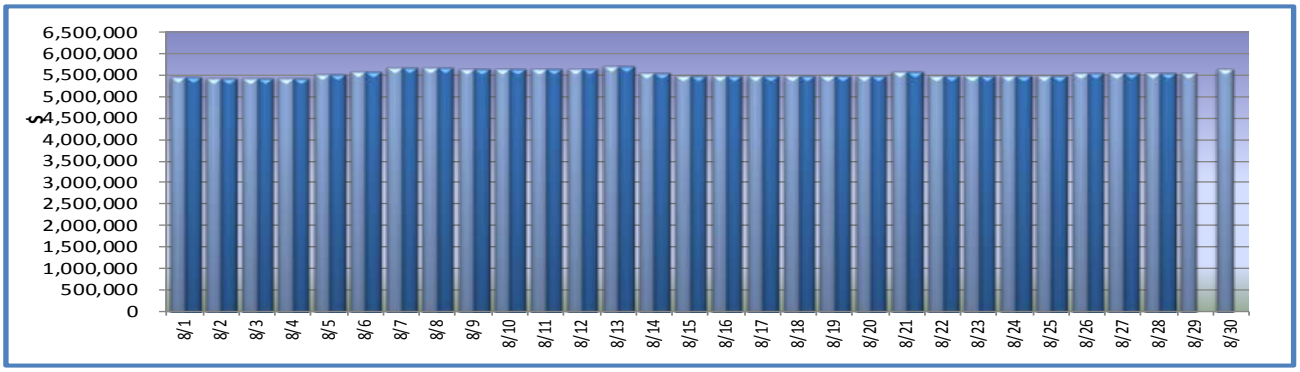
In compliance with the California Code Section 53646, as the Director of Finance/ City Treasurer of the City of Wildomar, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments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

Misty V. Cheng
Controller

Date

August 2013

Daily Cash Balance
All Funds Checking Only
Pool Report Balance



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

August 2013

Date	*Ending Balance In Whole $*	Net Change from Prior Day
8/1	5,458,937	-
8/2	5,441,518	(17,419)
8/3	5,441,518	-
8/4	5,441,518	-
8/5	5,514,768	73,250
8/6	5,577,707	62,939
8/7	5,673,280	95,573
8/8	5,674,347	1,067
8/9	5,654,632	(19,715)
8/10	5,654,632	-
8/11	5,654,632	-
8/12	5,637,708	(16,924)
8/13	5,715,980	78,273
8/14	5,539,447	(176,534)
8/15	5,491,874	(47,572)
8/16	5,490,847	(1,027)
8/17	5,490,847	-
8/18	5,490,847	-
8/19	5,503,232	12,385
8/20	5,483,111	(20,121)
8/21	5,598,639	115,528
8/22	5,501,259	(97,380)
8/23	5,500,246	(1,013)
8/24	5,500,246	-
8/25	5,500,246	-
8/26	5,558,294	58,049
8/27	5,558,410	115
8/28	5,562,816	4,407
8/29	5,545,816	(17,001)
8/30	5,642,783	96,967

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.4
CONSENT CALENDAR
Meeting Date: October 9, 2013

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Ordinance No. 80 Second Reading - Development Agreement No. 13-0033 (C.V. Communities for Tentative Tract Map No. 32535)

STAFF REPORT

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

> ORDINANCE NO. 80
> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT FOR TENTATIVE TRACT MAP NO. 32535 (PLANNING APPLICATION NO. 13-0033) GENERALLY ON THE WEST SIDE OF STABLE LANES ROAD, NORTH OF CLINTON KEITH ROAD AND SOUTH OF CATT ROAD (APN: 380-110-005, 380-110-006, 380-120-001, 380-120-002, 380-100-006, 380-100-005, 380-130-002, 380-130-018 AND 380-100-004)

DISCUSSION
The City Council approved the first reading of Ordinance No. 77 at the May 22, 2013 adjourned regular meeting. At this time it would be appropriate for the City Council to adopt Ordinance No. 77.

FISCAL IMPACT:
None.

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Ordinance No. 80

ORDINANCE NO. 80

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT FOR TENTATIVE TRACT MAP NO. 32535 (PLANNING APPLICATION NO. 13-0033) GENERALLY ON THE WEST SIDE OF STABLE LANES ROAD, NORTH OF CLINTON KEITH ROAD AND SOUTH OF CATT ROAD (APN: 380-110-005, 380-110-006, 380-120-001, 380-120-002, 380-100-006, 380-100-005, 380-130-002, 380-130-018 AND 380-100-004)

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings

A. California Government Code Title 7, Chapter 4, Article 2.5 authorizes the City of Wildomar to enter into development agreements which will provide certainty, definition and commitment to developers as well as to necessary public improvements required by development.

B. The County of Riverside approved Tentative Tract Map No. 32535 on December 5, 2006. In connection with such approval, the County adopted a Mitigated Negative Declaration (EA No. 40124).

C. Tentative Tract Map No. 32535 permits the development of 84 single-family homes on the property, which is owned by CV Inland Investments.

D. The City of Wildomar and CV Inland Investments desire to enter into a development agreement for the Tract 32535 property to define the parameters within which the obligations of the developer, or its successors and assigns, for public infrastructure and services will be met and to provide for the orderly development of the properties.

E. The City Council hereby finds and determines that the Development Agreement is consistent with the General Plan of the City of Wildomar and will include improvements and contribute fees to improvements that will implement the Circulation Element of the General Plan.

F. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a mitigated negative declaration was prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract Map 32535 and a notice of determination was filed. The City Council find the development agreement does not change in any way the design or project features evaluated in the mitigated negative declaration prepared for Tentative Tract Map 32535. Further, while the City of Wildomar has incorporated since the original approval of the Tentative Tract Map, the City

adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map 32535 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect these maps since then. As there have been no changes in the project, no changes in the circumstances under which the project will be undertaken, and no new information has come to light regarding new or increased significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162.

G. The Planning Commission held a duly noticed public hearing for the approval of this development agreement on August 7, 2013, and at the conclusion of the public hearing approved Planning Commission Resolution No. 13-18 recommending that the City Council approve the development agreement.

H. The City published a legal notice in the Press Enterprise and mailed out said notice to all property owners within a 600-foot radius of the project boundaries on August 30, 2013 notifying that the City Council would be holding a public hearing on the approval of this development agreement.

I. The City Council held a duly noticed public hearing on the development agreement on September 11, 2013.

SECTION 2. This Ordinance incorporates, and by this reference makes a part hereof, that certain Development Agreement, substantially in the form on file with the City Clerk, by and between the City of Wildomar and CV Inland Investments, relative to the Project.

SECTION 3. This Ordinance is adopted under the authority of the Government Code Section 65864, et seq.

SECTION 4. Based on the findings set forth in this Ordinance and the evidence in the Staff Report, the City Council hereby approves the Development Agreement, substantially in the form on file with the City Clerk, and attached hereto as Exhibit 1 of this Ordinance.

SECTION 5. The City Manager is hereby authorized and directed to execute the Development Agreement on behalf of the City of Wildomar.

SECTION 6. The City Manager or his or her designee is hereby authorized and directed to perform all acts required to be performed by the City in the administration and implementation of this Development Agreement, including, without limitation, reviewing the Development Agreement on an annual basis, approving assignments and executing other agreements or documents necessary to carry out the purposes of the Development Agreement.

SECTION 7. This Ordinance shall take effect thirty (30) days following its final passage. The City Clerk shall cause this Ordinance to be posted or published pursuant to the requirements of Government Code Section 36933.

SECTION 8. Within ten (10) days after the date upon which the City Manager executes the Development Agreement on behalf of the City, the City Clerk shall record the Development Agreement and this Ordinance with the County Recorder of the County of Riverside.

SECTION 9. If any part of this Ordinance, or the Development Agreement which it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Agreement, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Agreement, if such invalid portion thereof had been deleted.

PASSED, APPROVED AND ADOPTED this 9th day of October, 2013.

_____
Timothy Walker
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

EXHIBIT 1
Development Agreement No. 13-0033 for TM 32535

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK
City of Wildomar
23873 Clinton Keith Road
Wildomar, CA 92595

No Recording Fee Required – Government Code § 27383

DEVELOPMENT AGREEMENT

between

THE CITY OF WILDOMAR

and

CV INLAND INVESTMENTS 1, LP,

A Delaware limited partnership

(Tract Map 32535)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into on _____, 2013, between the CITY OF WILDOMAR (the "City"), a municipal corporation, and CV INLAND INVESTMENTS 1, LP, a Delaware limited partnership ("CV Inland") pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, §§ 65864 through 65869.5 of the Government Code. The parties hereto may be referred to in some instances as a party ("Party") or parties ("Parties").

R E C I T A L S

A. Capitalized Terms. The capitalized terms used in these Recitals and throughout this Agreement shall have the meaning assigned to them in Section 1. Any capitalized terms not defined in Section 1 shall have the meaning otherwise assigned to them in this Agreement or apparent from the context in which they are used.

B. Ownership of the Property. CV Inland owns the property described in Exhibit "A" as Tract 32535 (the "Property"). References in this Agreement to the "Developer" shall mean CV Inland with respect to the Property, and its successors and assigns.

C. Development of the Property. The City residents approved incorporation in February 2008 and the City was incorporated effective July 1, 2008. The County of Riverside approved Tentative Tract Map No. 32535 for the Property on December 5, 2006. In connection with such approval, the County adopted its Mitigated Negative Declaration (EA No. 40124). Pursuant to extensions approved by the County and the operation of State legislation, Tentative Tract Map No. 32535 remains in effect as of the date of this Agreement. Tentative Tract Map No. 32535 permits the development of 84 single-family homes on the Property. Prior to the approval of this Agreement, Tentative Tract Map No. 32535 would have had an expiration date of December 5, 2016.

D. Legislation Authorizing Development Agreements. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Statute, authorizing the City to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein. The legislative findings and declarations underlying the Development Agreement Statute and the provisions governing contents of development agreements state, in Government Code §§ 65864(c) and 65865.2, that the lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities is a serious impediment to the development of new housing, and that applicants and local governments may include provisions in development agreements relating to applicant financing of necessary public facilities and subsequent reimbursement over time.

E. Intent of the Parties. The Parties have determined that the Project is a development for which a development agreement is appropriate. The Parties desire to define the parameters within which the obligations of the Developer, or its successors and assigns, for public infrastructure and services will be met and to provide for the orderly development of the Property, assist in attaining the most effective utilization of resources within the City and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to the City and the public benefits of the Project, the Developer will receive assurances that the City shall grant all permits and approvals required for total Development of the Property and will provide for the assistance called for in this Agreement in accordance with the terms of this Agreement.

F. Public Benefits of the Project. This Agreement provides assurances that the public benefits identified below in this Recital F will be achieved in accordance with the terms of this Agreement. The Project will provide local and regional public benefits to the City, including, without limitation, the following:

1. Increased Tax Revenues. The Project will result in increased real property, sales and special taxes and other revenues to the City.

2. Pedestrian Mobility. The Project encourages pedestrian mobility through the provision of walking paths, through signage guiding pedestrians to nearby destinations and through preservation of significant open space to create pleasant environments that will encourage walking.

3. Pedestrian Connection. The Project will include a series of public pedestrian trails throughout the Property.

4. Implement Circulation Element. The Project will include improvements and contribute fees to improvements that will implement the Circulation Element of the General Plan.

5. Natural Open Space. Approximately 5.83 acres of natural open space will be preserved in perpetuity.

G. Public Hearings: Findings. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, *et seq*. ("CEQA")), a mitigated negative declaration was prepared, considered and approved by the County Planning Commission and the County Board of Supervisors in approving Tentative Tract 32535 and a notice of determination was filed. On August 7, 2013, the City of Wildomar Planning Commission, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the Developer's application for this Agreement. On September 11, 2013, the City Council, after providing the public notice required by law, held a public hearing to consider the Developer's application for this Agreement. The Planning Commission and the City Council have found this Agreement does not change in any way the design or project features evaluated in the mitigated negative declaration prepared for Tentative Tract Map 32535. Further, while the City of Wildomar has incorporated since the original

approval of the Tentative Tract Map, the City adopted the General Plan and Zoning Ordinance of Riverside County that were used to consider and approve Tentative Tract Map 32535 upon incorporation and has made no amendments to the Zoning Ordinance or General Plan that would affect the map since then. As there have been no changes in the project, no changes in the circumstances under which the Project will be undertaken, and no new information has come to light regarding new or significant environmental effects, none of the conditions exist that might otherwise require a subsequent EIR, subsequent mitigated negative declaration or subsequent negative declaration or addendum pursuant to Title 14 Cal. Code Regs. Section 15162. The Planning Commission and the City Council have found on the basis of substantial evidence that this Agreement is consistent with the General Plan and all other applicable policy plans of the City.

H. Mutual Agreement. Based on the foregoing and subject to the terms and conditions set forth herein, Developer and City desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be, and hereby are, incorporated into this Agreement, the Parties agree as follows:

1. DEFINITIONS. The following words and phrases are used as defined terms throughout this Agreement. Each defined term shall have the meaning set forth below.

1.1 Application(s). "Application(s)" means a complete application for the applicable land use approvals (such as a subdivision map, conditional use permit, etc.) meeting all of the current ordinances of the City provided that any additional or alternate requirements in those ordinances enacted after the Effective Date which affect the application shall apply only to the extent permitted by this Agreement.

1.2 Authorizing Ordinance. "Authorizing Ordinance" means Ordinance No. _____ approving this Agreement.

1.3 Building Permit. "Building Permit," with respect to any building or structure to be constructed on the Property, means a building permit for not less than the shell and core of such building or structure issued by the City's Building and Safety Department.

1.4 Certificate of Occupancy. "Certificate of Occupancy," with respect to a particular building or other work of improvement, means the final certificate of occupancy issued by the City with respect to such building or other work of improvement.

1.5 CFD. "CFD" means a community facilities district allowed to be formed pursuant to the CFD Act by a Local Agency.

1.6 CFD Act. "CFD Act" means the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311 *et seq*.), as it may be amended from time to time, authorizing the imposition of special taxes to fund capital facilities and services.

1.7 CFD Agreement. "CFD Agreement" shall have the meaning set forth in Section 5.2 below.

1.8 City. "City" means the City of Wildomar, California.

1.9 City Council. "City Council" means the governing body of the City.

1.10 City Development Agreement Resolution. "City Development Agreement Resolution" means Resolution No. 2013-06 of the City adopted February 13, 2013, which establishes a procedure for the consideration and approval of development agreements pursuant to the Development Agreement Statute.

1.11 City Manager. "City Manager" means the City Manager of City, or his or her designee.

1.12 Claim or Litigation. "Claim or Litigation" means any challenge by any third party (whether legal, equitable, declaratory, administrative or adjudicatory in nature) (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals or other actions of the City pertaining to the Project, whether such actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction, or (ii) seeking damages against the City as a consequence of the foregoing actions, for the taking or diminution in value of their property or for any other reason.

1.13 Commencement of Construction. "Commencement of Construction" means that a Building Permit for residential construction on the Property has been issued by the City and construction has commenced pursuant to the permit.

1.14 Dedicate or Dedication. "Dedicate" or "Dedication" means to offer fee title to the subject land to the City, other governmental agency or a public utility.

1.15 Default. "Default" refers to any material default, breach, or violation of a provision of this Development Agreement. "City Default" refers to a Default by the City, while "Developer Default" refers to a Default by the Developer.

1.16 Developed Property. "Developed Property" shall mean a Lot for which a Building Permit has been issued.

1.17 Developer. "Developer" means CV Inland Investments 1, LP with respect to the Property, and its successors and assigns.

1.18 Development. "Development" or "Develop" means the improvement of the Property for purposes of effecting the structures, improvements and facilities required or permitted by the Development Plan, including, without limitation: grading, the construction of infrastructure and public facilities related to the Project, whether located within or outside the Property; the construction of structures and buildings; the installation of landscaping; and the operation, use and occupancy of, and the right to maintain, repair, or reconstruct, any private building, structure, improvement or facility after the construction and completion thereof, provided that such repair, or reconstruction takes place during the Term of this Agreement on parcels subject to this Agreement.

1.19 Development Agreement Statute. "Development Agreement Statute" means §§ 65864 through 65869.5 of the Government Code as it exists on the Effective Date.

1.20 Development Approvals. "Development Approvals" means all site-specific (meaning specifically applicable to the Property only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals include, but are not limited to, specific plans, site plans, tentative and final subdivision maps, vesting tentative subdivision maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building and other similar permits, the site-specific provisions of general plans, environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City.

1.21 Development Impact Fees. "Development Impact Fees" or "DIF" means all capital improvement, development impact and related fees imposed and collected by the City. Development Impact Fees shall not include (i) fees charged by the City for the review and processing of Building Permit or Grading Permit approvals or any other future Development Approvals and (ii) fees imposed by regional public agencies such as the "TUMF Fee" and "MSHCP Fee."

1.22 DIF In-Lieu Fee. "DIF In-Lieu Fee" means a fee payable prior to the issuance of each Building Permit in an amount equal to the lesser of (i) $4,221 or (ii) the total amount of DIFs (excluding any Drainage Fee) being charged by the City with respect to other development within the City at the time of payment.

1.23 Development Plan. "Development Plan" means the Existing Development Approvals, Future Development Approvals and Existing Land Use Regulations.

1.24 Director. "Director" means the City's Planning Director or equivalent official, and his or her designee.

1.25 Drainage Fee. "Drainage Fee" means a fee that is applicable City-wide for storm drain purposes and that has been duly adopted and authorized by the City in accordance with applicable law.

1.26 Effective Date. "Effective Date" means the date this Agreement becomes effective as set forth in Section 3.5.

1.27 Estoppel Certificate. "Estoppel Certificate" means an executed certificate in the form attached hereto as Exhibit "C."

1.28 Exaction. "Exaction" means a Dedication, payment of Development Impact Fees or other monetary contribution and/or construction of public infrastructure required to serve the Property.

1.29 Existing Development Approvals. "Existing Development Approvals" means only the Development Approvals listed on Exhibit "B."

1.30 Existing Land Use Regulations. "Existing Land Use Regulations" means those Land Use Regulations applicable to the Property in effect on the Effective Date.

1.31 Final Map. "Final Map" means an approved and filed final subdivision map pursuant to Tentative Tract 32535.

1.32 Force Majeure. "Force Majeure" shall have the meaning set forth in Section 18.2 below.

1.33 Future Development Approvals. "Future Development Approvals" means those Development Approvals applicable to the Property that are consistent with this Agreement and approved by the City after the Effective Date such as Final Maps, subdivision improvement agreements and other more detailed planning, engineering or construction approvals.

1.34 General Plan. "General Plan" means the City's General Plan as it exists on the Effective Date, and as expressly amended by future amendments applicable to the Property, if permitted, by Article 10 below.

1.35 Grading Permit. "Grading Permit" means a permit issued by the City's Building and Safety Department which allows the excavation or filling, or any combination thereof, of earth.

1.36 Index. "Index" means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

1.37 Innocent Party. "Innocent Party" shall have the meaning set forth in Section 12.8 below.

1.38 Land Use Regulations. "Land Use Regulations" means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of the City which affect, govern, or apply to the Property or the implementation of the Development Plan or this Agreement. Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, applicable to the Property, including, but not limited to, the General Plan, zoning ordinances, development moratoria, implementing growth management and phased development programs, ordinances establishing development exactions, subdivision and park codes, any other similar or related codes and building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters.

1.39 Local Agency. "Local Agency" means any public agency authorized to levy, create or issue any form of land secured financing over all or any part of the Property, including, but not limited to, the City, Elsinore Valley Municipal Water District and the Lake Elsinore Unified School District.

1.40 Lot. "Lot" means any of the parcels legally created within the Project as a result of any approved Final Map pursuant to the Subdivision Map Act.

1.41 Mortgage. "Mortgage" means a mortgage, deed of trust, sale and leaseback arrangement or other transaction in which all, or any portion of, or any interest in, the Property is pledged as security.

1.42 Mortgagee. "Mortgagee" refers to the holder of a beneficial interest under a Mortgage.

1.43 Municipal Code. "Municipal Code" means the City's Municipal Code as it existed on the Effective Date and as it may be amended from time to time consistent with the terms of this Agreement.

1.44 Non-Defaulting Party. "Non-Defaulting Party" shall have the meaning set forth in Section 12.1 below.

1.45 Planning Commission. "Planning Commission" means the City's Planning Commission.

1.46 Property. "Property" means the Tract 32535 Property as described in Exhibit "A" hereto.

1.47 Project. "Project" means the Development of the Property pursuant to this Agreement and the Development Plan.

1.48 Public Facilities. "Public Facilities" means those public improvements set forth on Exhibit "D" attached hereto.

1.49 Reservations of Authority. "Reservation of Authority" shall have the meaning set forth in Section 10.1 below.

1.50 Subdivision Map Act. "Subdivision Map Act" means Government Code § 66412 et seq. as implemented by Title 16 of the Municipal Code.

1.51 Taxes. "Taxes" means general or special taxes, including but not limited to ad valorem property taxes, sales taxes, transient occupancy taxes, utility taxes or business taxes of general applicability citywide which do not burden the Property disproportionately to similar types of development in the City and which are not imposed as a condition of approval of a development project. Taxes do not include Development Impact Fees or Processing Fees.

1.52 Term. "Term" means that period of time during which this Agreement shall be in effect and bind the Parties, as defined in Section 3 below.

1.53 Tentative Tract 32535. "Tentative Tract 32535" means Tentative Tract Map No. 32535 originally approved by the County on December 5, 2006.

1.54 Zoning Ordinance. "Zoning Ordinance" means Title 17 of the Municipal Code as it existed on the Effective Date except (i) as amended by any zone change relating to the Property approved concurrently with the approval of this Agreement, and (ii) as the same may be further amended from time to time consistent with this Agreement.

2. EXHIBITS.

The following are the Exhibits to this Agreement:

Exhibit "A": Map and Legal Description of the Property

Exhibit "B": Existing Development Approvals

Exhibit "C": Estoppel Certificate

Exhibit "D": Public Facilities

Exhibit "E": Form of Joint Community Facilities Agreement

Exhibit "F": Form of Assignment and Assumption Agreement

3. TERM.

3.1 Term. The term of this Development Agreement (the "Term") shall commence on the Effective Date and shall continue for a period of not less than ten (10) years from the Commencement of Construction.

3.2 Termination Upon Completion of Construction. Except with respect to the benefits applicable to the Lot pursuant to Section 4 of this Agreement, this

Agreement shall terminate with respect to any Lot, and such Lot shall be released and no longer subject to this Agreement, without the execution or recordation of any further document, when a Certificate of Occupancy has been issued for the first building on the Lot or, if no Certificate of Occupancy is issued, when the final inspection for the first building on the Lot has taken place.

3.3 Termination for Default. This Agreement may be terminated due to the occurrence of any Default in accordance with the procedures in Article 12.

3.4 Extension of the Term: The Term shall be subject to extension at the Developer's request for up to five (5) years if Final Maps have been approved for the entire Property and Building Permits have been issued for 10% of the Lots within the Property, subject to the review and approval of the City.

3.5 Effective Date. This Agreement shall become effective upon the date thirty (30) days after the adoption of the Authorizing Ordinance. If a Claim or Litigation has been filed with respect to this Agreement or the Project, then the Term of this Agreement shall be extended by the period of time from such filing until the date that the Claim or Litigation has been settled or successfully resolved in the City's favor, and the time for any further judicial review has run.

4. DEVELOPMENT OF THE PROPERTY.

4.1 Right to Develop. During the Term, the Developer shall have vested rights to Develop the Property to the full extent permitted by the Development Plan and this Agreement. Except as provided within this Agreement, the Development Plan shall exclusively control the Development of the Property (including the uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project). The number of residential units authorized to be constructed hereunder is 84 dwelling units within the Property. Nothing in this Agreement is intended to diminish or affect any Developer's vested rights as may be established under other applicable laws.

4.2 Right To Future Approvals. Subject to the City's exercise of its police power in accordance with the Reservations of Authority as specified in Article 10 below, the Developer shall have vested rights: (i) to receive from the City all Future Development Approvals for the Property that are consistent with, and implement, the Existing Land Use Regulations and this Agreement; (ii) not to have such approvals be conditioned or delayed for reasons which are inconsistent with the Existing Land Use Regulations or this Agreement; and (iii) to Develop the Property in a manner consistent with such approvals in accordance with the Existing Land Use Regulations and this Agreement. All Future Development Approvals for the Property shall, upon approval by the City, be vested in the same manner as provided in this Agreement for the Existing Development Approvals, for the Term of this Agreement.

4.3 Existing Development Approvals. Only those items specifically set forth on Exhibit "B" hereto are deemed Existing Development Approvals for purposes of this Agreement. Any approvals not included within Exhibit "B" shall not apply to the Project with the exception of those Reservations of Authority set forth in Article 10 below.

4.4 Later Enacted Measures. This Agreement is a legally binding contract which will supersede any initiative, measure, moratorium, statute, ordinance, or other limitation enacted after the Effective Date, except as provided in Article 10. Any such enactment which affects, restricts, impairs, delays, conditions, or otherwise impacts the implementation of the Development Plan (including the issuance of all necessary Future Development Approvals or permits for the Project) in any way contrary to the terms and intent of this Agreement shall not apply to the Project unless otherwise provided by State law.

5. FACILITIES AND SERVICES FINANCING.

5.1 Inclusion in Services CFD. Subject to the provisions of this Article 5, Developers agree that following the approval of a Final Map for the Property, the City may include the Property in a CFD that is authorized to finance certain City public services costs through the levy of an annual special taxes on assessor's parcels of Developed Property in an amount not to exceed $590 per dwelling unit, subject to adjustment each July 1, commencing July 1, 2013, by the percentage change in the Index for the twelve-month period ending the prior May 31, not to exceed 2% for maintenance services and 5% for emergency services (police, fire, administration/general services). Such special taxes shall be authorized to be levied in perpetuity. Within fifteen (15) days following the approval of the first Final Map, Developer shall pay $15,000 to the City to be used for the City's costs of formation of such CFD. The inclusion of the Property in such CFD shall be in lieu of annexation of the Property into, or inclusion of the Property in, County Service Area ("CSA") Nos. 103 and 152 and LLMD No. 89-1.

5.2 Approval of CFD Agreement. Upon Developer's request, City agrees to enter into a joint community facilities agreement with the Lake Elsinore Unified School District in substantially the form set forth in Exhibit "E" (the "CFD Agreement"). The CFD Agreement provides for the financing of public facilities through a CFD established by Lake Elsinore Unified School District encumbering the Property in satisfaction of DIFs applicable to the Development of the Property.

6. CONSTRUCTION AND COMPLETION OF PROJECT.

6.1 Timing of Development. The Parties acknowledge that the substantial public benefits to be provided by the Developer to the City pursuant to this Agreement are in consideration for, and in reliance upon, assurances that the City will permit Development of the Property in accordance with the terms of this Agreement. Accordingly, the City shall not attempt to restrict, limit or otherwise dictate the Development of the Property in any manner that would conflict with the provisions of

this Agreement. The City acknowledges that the Developer cannot at this time predict the timing or rate at which the Property will be Developed. The timing and rate of Development depend on numerous factors such as market demand, interest rates, absorption, completion schedules and other factors, which are not within the control of the Developer or the City. In *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, the California Supreme Court held that a construction company was not exempt from a city's growth control ordinance notwithstanding that the construction company and the city had entered into a consent judgment (tantamount to a contract under California law) establishing the company's vested rights to develop its property in accordance with the zoning. The California Supreme Court reached this result on the basis that the consent judgment failed to address the timing of development. It is the intent of the Parties to avoid the result of the Pardee case by acknowledging and providing in this Agreement that the Developer shall have the vested right to Develop the Property in such order and at such rate and at such time as the Developers deem appropriate. In addition to, and not in limitation of, the foregoing, but except as set forth in the following sentence, it is the intent of the Parties that no City moratorium or other similar limitation relating to the rate or timing of the Development of the Property or any portion thereof, whether adopted by initiative, referendum or otherwise, shall apply to the Property to the extent that such moratorium, referendum or other similar limitation is in conflict with this Agreement. Notwithstanding the foregoing, the Developer acknowledges that nothing herein is intended or shall be construed as (i) overriding any provision of the Existing Land Use Regulations relating to the phasing of Development of the Property; or (ii) restricting the City from exercising the Reservations of Authority described in Article 10 of this Agreement to regulate Development of the Property.

6.2 Public Improvements. The City shall not condition any Future Development Approvals to require the Developer to Dedicate land, and/or to construct the public infrastructure other than the Public Facilities.

7. FEES, TAXES AND ASSESSMENTS.

7.1 Development Impact Fees. The City shall charge and impose only those exactions, mitigation measures and conditions, including, without limitation, Dedications as are set forth in the Existing Land Use Regulations, the DIF In-Lieu Fee and the Drainage Fee. Developer's payment of the DIF In-Lieu Fee shall fully satisfy and be in lieu of any and all DIFs that could be imposed with respect to the Property in the absence of this Agreement. In addition, the Developer shall pay all applicable regional impact fees imposed by regional agencies that apply to the Property, including, but not limited to, TUMF, MSHCP, ADP and K-Rat Fees. Developer reserves the right to oppose any such regional agency's imposition of such fees.

7.2 Drainage Fees. In addition to the DIF In-Lieu Fee, the City may charge and impose upon the Project a Drainage Fee provided it has been adopted and is in effect prior to the Developer's request for the first Certificate of Occupancy within the Property. The Drainage Fee shall be payable prior to the issuance of each Certificate of Occupancy.

7.3 Development Agreement Fee. Developer shall pay to City a Development Agreement Fee equal to $180.00 for each single-family housing unit constructed on the Property. The Development Agreement Fee shall be payable prior to the issuance of a Certificate of Occupancy for each housing unit within the Project.

8. PROCESSING OF REQUESTS AND APPLICATIONS: OTHER GOVERNMENT PERMITS.

8.1 Processing. In reviewing any discretionary Future Development Approvals, the City may impose only those conditions, exactions, and restrictions that are allowed by the Development Plan and this Agreement. Upon satisfactory completion by the Developer of all required preliminary actions, meetings, submittal of required information and payment of appropriate Processing Fees, if any, the City shall promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the Project in accordance with the Existing Land Use Regulations. In this regard, the Developer, in a timely manner, will provide the City with all documents, applications, plans and other information necessary for the City to carry out its obligations hereunder and will cause the Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor. It is the express intent of this Agreement that the parties cooperate and diligently work to implement any zoning or other land use, site plan, subdivision, grading, building or other approvals for the Project in accordance with the Development Plan.

8.2 Additional Inspectors and Plan Checkers. In the event that the Developer requests it, the City shall permit overtime, including both additional days and hours, for inspections and plan checking at the Developer's expense. In the event that the City is unable to provide inspectors or plan checkers capable of meeting the demand for inspections or plan checks required for the Project in a timely fashion, the

City shall, if requested to do so by the Developer and at the Developer's expense, employ additional private entities or persons to perform such services.

8.3 Tentative Subdivision Maps. The City hereby extends the expiration date of Tentative Tract 32535 to December 5, 2019. Nothing herein shall preclude the further extension of such expiration date by operation of state law, as applicable at the time of map expiration.

8.4 Multiple Final Subdivision Maps. The Developer may file as many Final Maps as it deems appropriate in its sole and absolute discretion.

8.5 Other Governmental Permits. The City shall cooperate with the Developer in its efforts to obtain other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the Development of, or provision of services to, the Project.

8.6 Local Agency Coordination. The City and Developer shall cooperate and use reasonable efforts in coordinating the implementation of the Project with other Local Agencies, if any, having jurisdiction over the Property or the Project.

9. AMENDMENT AND MODIFICATION OF DEVELOPMENT AGREEMENT.

9.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

9.2 Procedure. Except as set forth in Section 9.4 below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance, and meet the requirements of the Development Agreement Statute § 65867.

9.3 Consent. Except as expressly provided in this Agreement, no amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto and recorded in the Official Records of Riverside County. In the event that such amendment affects only a portion of the Property, such amendment may be agreed to by the City and the Developer.

9.4 Minor Modifications.

9.4.1 Flexibility Necessary. The provisions of this Agreement require a close degree of cooperation between the City and the Developer. Implementation of the Project may require minor modifications of the details of the Development Plan and affect the performance of the Parties under this Agreement. The anticipated refinements to the Project may demonstrate that clarifications to this Agreement and the Development Plan are appropriate with respect to the details of performance of the City and the Developer. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the

Development Plan pursuant to this Section 9.4 shall not require modification of this Agreement and may be approved in writing by the City Manager.

9.4.2 Non-Substantive Changes. A modification will be deemed non-substantive and/or procedural if it does not:

9.4.2.1 Alter the permitted uses of the Property as a whole;

9.4.2.2 Increase the density or intensity of use of the Property as a whole;

9.4.2.3 Increase the maximum height and size of permitted buildings by more than fifteen percent (15%); or

9.4.2.4 Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole and in a manner that will result in significant public health and safety impacts.

9.4.3 Hearing Rights Protected. Notwithstanding the foregoing, City will process any change to this Agreement consistent with state law and will hold public hearings thereon if so required by state law and the Parties expressly agree nothing herein is intended to deprive any party or person of due process of law.

9.5 Effect of Amendment to Development Agreement. Except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

10. RESERVATIONS OF AUTHORITY.

10.1 Limitations, Reservations and Exceptions. Notwithstanding anything to the contrary set forth hereinabove, in addition to the Existing Land Use Regulations, only the following Land Use Regulations adopted by City hereafter shall apply to and govern the Project ("Reservation of Authority"):

10.1.1 Future Regulations. Future Land Use Regulations which (i) are not in conflict with the Existing Land Use Regulations, (ii) would be applicable under the Development Agreement Statute (§ 65866); or (iii) are in conflict with the Existing Land Use Regulations but the application of which to the Project has been consented to in writing by Developer.

10.1.2 State and Federal Laws and Regulations. Where state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement the Parties shall meet and confer in order to mutually determine and implement modifications to, or the suspension of, those provisions of the Agreement as may be necessary to comply with such state or federal laws and regulations in the manner that has the least negative

impact on the Development Plan and Developer's rights and benefits under this Agreement.

10.1.3 Public Health and Safety/Uniform Codes.

10.1.3.1 Adoption Automatic Regarding Uniform Codes. This Agreement shall not prevent the City from adopting future Land Use Regulations or amending Existing Land Use Regulations which are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout the City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes.

10.1.3.2 Adoption Regarding Public Health and Safety/Uniform Codes. This Development Agreement shall not prevent the City from adopting future Land Use Regulations respecting public health and safety to be applicable throughout the City, including the Property, which directly result from findings by the City that failure to adopt such future Land Use Regulations would result in an imminent significant and unanticipated condition injurious or detrimental to the public health and safety and that the application of such future Land Use Regulations to the Property are the only reasonable means to correct or avoid such condition as to the Property.

10.1.4 Amendments to Codes for Local Conditions. Notwithstanding the foregoing, no construction within the Project shall be subject to any provision in any of the subsequent Uniform Construction Codes, adopted by the State of California, but modified by the City to make it more restrictive than the provisions of the Uniform Construction Codes that previously applied to the Project, notwithstanding the fact that the City has the authority to adopt such more restrictive provision pursuant to the California Building Standards Law, including, but not limited to, Health and Safety Code § 18941.5.

10.2 Fees, Taxes and Assessments. Notwithstanding any other provision herein to the contrary, the City retains the right (i) to impose or modify processing fees, (ii) to impose or modify business licensing or other fees pertaining to the operation of businesses, (iii) to impose or modify Taxes that apply City-wide such as utility taxes, sales taxes and transient occupancy taxes and (iv) to impose or modify user fees and charges for City services such as electrical utility charges, water rates, and sewer rates.

11. PERIODIC REVIEW.

11.1 City Process. The City shall periodically review this Agreement in accordance with Section 4 of the City Development Agreement Resolution.

11.2 Estoppel Certificate. If at the conclusion of the periodic review, the City finds that the Developer is in substantial compliance with this Agreement, the City shall upon the Developer's request, issue an Estoppel Certificate to the Developer.

11.3 Failure to Conduct Periodic Review. The failure of the City to conduct its periodic review shall not be a Developer Default unless Developer fails to cooperate in providing necessary information.

12. DEFAULT, REMEDIES AND TERMINATION.

12.1 Rights of Non-Defaulting Party after Default. The Parties acknowledge that all Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a Default or to enforce any covenant or agreement herein except as provided in Section 12.2 below. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief ("Non-Defaulting Party") shall comply with the notice and cure provisions of this Article 12.

12.2 No Recovery for Monetary Damages. The nature of a development agreement under the Development Agreement Statute is a very unusual contract involving promoting a very large development project facing many complex issues including geologic, environmental, finance, market, regulatory and other constantly evolving factors over an extremely long time frame. The high level of uncertainty and risk involved justify the extraordinary commitments made to the Developer. However, the original persons representing the parties and approving the transaction are only likely to be involved with the Project for a limited time in comparison to the over-all life of the Project.

As part of the bargained for consideration for this Agreement, the Parties agree that any action or proceeding to cure, correct or remedy any Default or to enforce any covenant or promise herein shall be limited solely and exclusively to those remedies expressly provided herein. City and Developer may institute legal or equitable proceedings to cure, correct or remedy any Default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties hereto. In no event shall Developer or City, or any of their officers, agents, representatives, officials, employees or insurers, be liable to Developer or City for damages for any breach or violation of this Agreement. The enforceability and validity of the above limitations on the remedies available to the Parties, including, without limitation, the specific provision prohibiting the recovery of damages, is part of the bargained for, negotiated consideration for the City's agreement to enter into this Agreement, and it is acknowledged that the City would not have entered this Agreement if it were to be liable in damages under this Agreement. In the event Developer seek or accept damages in any action or proceeding brought for breach or violation of this Agreement or to enforce any provision hereof, such award shall destroy the consideration supporting the City's agreement to enter into this Agreement, and shall, in turn, entitle the City to immediately impose whatever terms, conditions, ordinances, fees and/or exactions the City deems appropriate, and further shall entitle the City, at its option, to undertake to revoke any entitlements granted pursuant to this Agreement, irrespective of any provision to the contrary contained herein. Accordingly, the remedy

of monetary damages is not available to any Party except as provided in subsections 12.3.1 and 12.3.2 below.

For purposes of enforcement, stated positively, the Parties shall have the equitable remedies of specific performance, injunctive and declaratory relief, or a mandate or other action determining that the City has exceed its authority, and similar remedies, other than recovery of monetary damages, to enforce their rights under this Agreement. The Parties shall have the right to recover their attorney fees and costs pursuant to Section 18.9 in such action. Moreover, the Developer shall have the right to a public hearing before the City Council before any Developer Default can be established under this Agreement, as provided in Section 12.6.

12.3 Recovery of Monies Other Than Damages.

12.3.1 Restitution of Improper Exactions and Withheld Reimbursement. In the event any Exactions, whether monetary or through the provision of land, good or services, are imposed on the Project other than those authorized pursuant to this Agreement, or if any DIF credit or reimbursement is improperly denied, withheld or reduced by the City, the Developer shall be entitled to recover from City restitution of all such improperly assessed Exactions or improperly denied, withheld or reduced DIF credit or reimbursement, either in kind or the value in lieu of the Exaction, credit or reimbursement, together with interest thereon at the lesser of (i) five percent (5%) per annum, or (ii) the maximum rate provided by law per year from the date such Exactions were provided to City to the date of restitution.

12.3.2 Monetary Default. In the event the Developer fails to perform any monetary obligation under this Agreement, City may sue for the payment of such sums to the extent due and payable. The Developer shall pay interest thereon at the lesser of: (i) five percent (5%) per annum, or (ii) the maximum rate permitted by law, from and after the due date of the monetary obligation until payment is actually received by the City.

12.4 Compliance with the Claims Act. Compliance with this Article 12 shall constitute full compliance with the requirements of the Claims Act, Government Code § 900 *et seq*., pursuant to Government Code § 930.2 in any action brought by the Developer.

12.5 Notice and Opportunity to Cure. Subject to Section 12.6.1, a Non-Defaulting Party in its discretion may elect to declare a Default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure ("Default Notice"). The Defaulting Party shall be deemed in Default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions to cure such Default within thirty (30) days after the date of receipt of

such notice or ten (10) days thereafter for monetary defaults (or such lesser time as may be specifically provided in this Agreement). However, if a non-monetary Default cannot be cured within such thirty (30) day period, and if and, as long as the Defaulting Party does each of the following:

A. Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted Default is not curable within the thirty (30) day period;

B. Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the Default;

C. Promptly commences to cure the Default within the thirty (30) day period;

D. Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

E. Diligently prosecutes such cure to completion, and

Then the Defaulting Party shall not be deemed in Default of this Agreement.

Notwithstanding the foregoing, the Defaulting Party shall be deemed in Default under this Agreement if the breach or failure involves the payment of money but the Defaulting Party has failed to completely cure the monetary Default within ten (10) days (or such lesser time as may be specifically provided in this Agreement) after the date of such notice.

12.6 Dispute Resolution.

12.6.1 Meet and Confer. Prior to any Party issuing a Default Notice hereunder (other than a Default Notice respecting a monetary Default), the Non-Defaulting Party shall inform the Defaulting Party either orally or in writing of the Default and request a meeting to meet and confer over the alleged Default and how it might be corrected. The Parties through their designated representatives shall meet within ten (10) days of the request therefore. The Parties shall meet as often as may be necessary to correct the conditions of Default, but after the initial meeting either Party may also terminate the meet and confer process and proceed with the formal Default Notice.

12.6.2 Termination Notice. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any Default, or fail to diligently pursue such cure as prescribed above, the Non-Defaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement and other agreements ("Termination Notice"). The Termination Notice shall state that the Non-Defaulting Party will elect to terminate the Agreement and such other agreements as the Non-Defaulting Party elects to terminate within thirty (30) days and state the reasons therefor (including a copy of any specific charges of Default) and a description

of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Non-Defaulting Party's election to terminate any agreements will only be waived or resolved (i) if the Defaulting Party fully and completely cures all Defaults prior to the date of termination, (ii) pursuant to Section 12.6.3 below or (iii) if the Non-Defaulting Party elects to revoke the Termination Notice.

12.6.3 Hearing Opportunity Prior to Termination. Prior to any termination by the City, a termination hearing shall be conducted as provided herein ("Termination Hearing"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, the Defaulting Party shall have the right to present evidence to demonstrate that it is not in Default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

A. Decide to terminate this Agreement.

B Determine that the alleged Defaulting Party is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of Default; or

C. Impose conditions on a finding of Default and a time for cure, such that Defaulting Party's fulfillment of said conditions will waive or cure any Default.

Nothing herein shall vest authority in the City Council to unilaterally change any material provision of the Agreement.

Following the decision of the City Council, any Party dissatisfied with the decision may seek judicial relief consistent with this Article 12.

12.7 Waiver of Breach. By not challenging any Development Approval within 180 days of the action of City enacting the same, the Developer shall be deemed to have waived any claim that any condition of approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement. By recordation of a final Subdivision Map on any portion of the Property, the Developer shall be deemed to have waived any claim that any condition of approval of such final Subdivision Map is improper or that the condition of approval constitutes a breach of the provisions of this Agreement.

12.8 Venue. In the event of any judicial action, venue shall be in the Superior Court of Riverside County.

13. ASSIGNMENT.

13.1 General. Developer shall not transfer this Agreement or any of the Developer's rights hereunder, directly or indirectly, voluntarily or by operation of law,

unless and until the successor party and Developer sign and deliver to the City an assignment and assumption agreement, in the form attached hereto as Exhibit "F," pursuant to which the successor party shall assume such obligations. The transferee's and Developer's execution of the assignment and assumption agreement shall be deemed to release the Developer of liability for performance under this Agreement of the obligations specified in such assignment and assumption agreement and the City shall thereafter look solely to that transferee for compliance with this Agreement with respect to such obligations and the portion of the Property so transferred, provided that the Developer shall not be released from liability for any Defaults on its part existing at the time of execution of the assignment and assumption agreement.

Notwithstanding any provision of this Agreement to the contrary, City approval shall not be required for the transfer of any portion of the Property under this Agreement.

13.2 Subject to Terms of Agreement. Following any such transfer or assignment of any of the rights and interests of the Developer under this Agreement, in accordance with Section 13.1 above, the exercise, use and enjoyment of such rights and interests shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were the Developer.

13.3 Termination of Agreement With Respect to Individual Lots. Notwithstanding any provisions of this Agreement to the contrary and as provided in Section 3.2 above, this Agreement shall terminate as to any single-family residential Lot which has been finally subdivided and improved with all required public improvements and which is individually (and not in "bulk") sold or otherwise conveyed to an owner-user and thereupon, and without the execution or recordation of any further document or instrument, such Lot shall be released from and no longer be subject to the provisions of this Agreement. In addition, this Agreement shall terminate as to any Lot or other portion of the Property that is sold or otherwise conveyed to a Local Agency or public utility.

14. RELEASES AND INDEMNITIES.

14.1 Third-Party Litigation.

14.1.1 Non-liability of City. As set forth above, the City has determined that this Agreement is consistent with the General Plan and that the General Plan and Development Approvals meets all of the legal requirements of State law. The Parties acknowledge that:

A. In the future there may be challenges to legality, validity and adequacy of the General Plan, the Development Approvals and/or this Agreement; and

B. If successful, such challenges could delay or prevent the performance of this Agreement and the Development of the Property.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Article 14, neither Party shall have liability under this Agreement for any failure of the City to perform under this Agreement or the inability of the Developer to Develop the Property as contemplated by the Development Plan or this Agreement as the result of a judicial determination resulting from a Claim or Litigation that on the Effective Date, or at any time thereafter, the General Plan, the Land Use Regulations, the Development Approvals, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

14.1.2 Revision of Land Use Restrictions. If, for any reason, the General Plan, Land Use Regulations, Development Approvals, this Agreement or any part thereof is hereafter judicially determined, as provided above, to not be in compliance with the State or Federal Constitution, laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan, Development Approvals and this Agreement shall be amended, as necessary and as agreed by the Parties, in order to comply with such judicial decision.

14.1.3 Participation in Litigation: Indemnity. The Developer shall indemnify, protect and defend the City and its elected boards, commissions, officers, agents and employees (each, an "Agent") and will hold and save them and each of them harmless from any and all Claims or Litigation (including but not limited to reasonable attorneys' fees and costs) against the City and/or Agent for any such Claims or Litigation and shall be responsible for any judgment arising therefrom. The City shall provide the Developer with notice of the pendency of such action and shall request that the Developer defend such action. The Developer may select legal counsel providing the Developer's defense and it is expressly agreed that the City shall have the right to approve separate legal counsel providing the City's defense. The Developer shall reimburse City for any reasonable attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Developer agrees that City will forward monthly invoices to Developer for attorneys' fees, costs and expenses it has incurred related to its defense of any Claim or Litigation and Developer agrees to timely payment within thirty (30) days of receipt of the invoice. Developer agrees to post adequate security or a cash deposit with City in an amount to cover the City's reasonably estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be reasonably determined by the City. City shall cooperate with Developer in the defense of any Claim or Litigation.

The Developer's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the Parties may mutually agree as to whether any appeal will be taken or defended. The Developer shall have the right, within the first 30 days of the service of the complaint or judgment in a trial court, in their sole and absolute discretion, to determine they do not want to defend any litigation, or appeal any judgment, attacking this Agreement or the Development Approvals in which case the City shall allow the Developer to settle the

litigation on whatever terms the Developer determines, in its sole and absolute discretion, but Developer shall confer with City before acting and cannot bind City. In that event, the Developer shall be liable for any costs incurred by the City up to the date of settlement but shall have no further obligation to the City beyond the payment of those costs. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed.

14.2 Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than the City's Default.

15. EFFECT OF AGREEMENT ON TITLE.

15.1 Covenant Run with the Land. Subject to the provisions of Sections 14 and 18 and pursuant to the Development Agreement Statute (§ 65868.5):

A. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in the Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

B. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

C. Each covenant to do or refrain from doing some act on the Property hereunder (i) is for the benefit of and is a burden upon every portion of the Property, (ii) runs with such lands, and (iii) is binding upon each Party and each successive Developer during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any Developer of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

16. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION.

16.1 Non-liability of City Officers and Employees. No official, agent, contractor, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or to its successor, or for breach of any obligation of the terms of this Agreement.

16.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects the

financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation.

17. MORTGAGEE PROTECTION.

17.1 No Encumbrances Except Mortgages to Finance the Project. Mortgages required for any reasonable method of financing of the Project are permitted but only for the following: (i) for the purpose of securing loans of funds used or to be used for financing the acquisition of a separate Lot(s) or parcel(s), (ii) for the construction of improvements thereon, in payment of interest and other financing costs, and (iii) for any other expenditures necessary and appropriate to Development of the Property under this Agreement, or for restructuring or refinancing any for same. No map permitted herein, even if for financing purposes, shall permit financing for other than purposes of developing the Project solely.

17.2 Developer's Breach Not Defeat Mortgage Lien. Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void the lien of any Mortgage made in good faith and for value but, unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such Mortgage whose interest is acquired by foreclosure, trustee's sale or otherwise.

17.3 Holder Not Obligated to Construct or Complete Improvements. The holder of any Mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

17.4 Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer hereunder, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any Mortgage who has previously made a written request to the City therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

17.5 Right to Cure. Each holder of a Mortgage (insofar as the rights of City are concerned) shall have the right, at its option, within ninety (90) days (or fifteen (15) days in the case of a monetary Default) after the receipt of the notice, one hundred twenty (120) days (or fifteen (15) days in the case of a monetary Default) after the Developer's cure rights have expired, or (only in the case of a non-monetary Default) ninety (90) days after it has acquired possession of the Property, whichever is later, to:

A. Obtain possession, if necessary, and to commence and diligently pursue the cure until the same is completed, and

B. Add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that, in the case of a Default which cannot with diligence be remedied or cured within such cure periods referenced above in this Section 17.5, such holder shall have additional time as reasonably necessary to diligently remedy or cure such Default.

In the event there is more than one such Mortgage holder, the right to cure or remedy a breach or Default of the Developer under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or Default of the Developer under this Section.

No Mortgage holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to City with respect to the Project or any portion thereof in which the holder has an interest. The Mortgage holder must agree to complete, in the manner required by this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

18. MISCELLANEOUS.

18.1 Estoppel Certificates. Either Party (or a Mortgagee under Article 17) may at any time deliver written notice to the other Party requesting an Estoppel Certificate stating:

A. the Agreement is in full force and effect and is a binding obligation of the Parties;

B. the Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and

C. there are no existing Defaults under the Agreement to the actual knowledge of the party signing the Estoppel Certificate.

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. The Director may sign Estoppel Certificates on behalf of the City. An Estoppel Certificate may be relied on by assignees and Mortgagees. The Estoppel Certificate shall be substantially in the same form as Exhibit "C."

18.2 Force Majeure. The time within which the Developer or the City shall be required to perform any act (other than the payment of money) under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, natural disasters, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions on priority, initiative or referendum, moratoria, processing with governmental agencies other than the City, unusually severe weather, third party litigation as described in Section 14.1 above, or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if written notice by the party claiming such extension is sent to the other Party within thirty (30) days of knowledge of the commencement of the cause. Any act or failure to act on the part of a Party shall not excuse performance by that Party.

18.3 Interpretation.

18.3.1 Construction of Development Agreement. The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of the City's governmental powers over the Property.

18.3.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and this Agreement supersedes all previous negotiations, discussions, and agreements between the Parties. No parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

18.3.3 Recitals. The recitals in this Agreement constitute part of this Agreement and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

18.3.4 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefitted thereby of the covenants to be performed hereunder by such benefitted Party.

18.4 Severability. If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case the parties shall comply with the procedures set forth in Section 14.1.2 above.

18.5 No Third Party Beneficiaries. The only Parties to this Agreement are the Developer and the City and their successor and assigns. There are no third

party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

18.6 Notice.

18.6.1 To Developer. Any notice required or permitted to be given by the City to the Developer under this Agreement shall be in writing and delivered personally to the Developer or mailed, with postage fully prepaid, registered or certified mail, return receipt requested, addressed as follows:

CV Inland Investments 1, LP
1900 Quail Street
Newport Beach, CA 92660
Attention: Adam Smith

With a copy to:

John P. Yeager, Esq.
O'Neil, LLP
19900 MacArthur Blvd., Suite 1050
Irvine, CA 92612

or such other address as a Developer may designate in writing to the City.

18.6.2 To the City. Any notice required or permitted to be given by the Developer to the City under this Agreement shall be in writing and delivered personally to the City Clerk or mailed with postage fully prepaid, registered or certified mail, return receipt requested, addressed as follows:

City of Wildomar
23873 Clinton Keith Road
Wildomar, CA 92595
Attention: City Manager

With a copy to:

Burke, Williams & Sorensen LLP
2280 Market Street, Suite 300
Riverside, CA 92501-2121
Attention: Wildomar City Attorney

or such other address as the City may designate in writing to the Developer.

Notices provided pursuant to this Section shall be deemed received at the date of delivery as shown on the affidavit of personal service or the Postal Service receipt.

18.7 Relationship of Parties. It is specifically understood and acknowledged by the Parties that the Project is a private development, that no Party is

acting as the agent of any other Party in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The only relationship between the City and the Developer is that of a government entity regulating the development of private property and the owner of such private property.

18.8 Attorney's Fees. If any Party to this Agreement is required to initiate or defend litigation against another Party, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and, in addition, a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to a final judgment.

18.9 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of a Party at any time, the other Party or Parties shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

18.10 Time of Essence. Time is of the essence in:

A. the performance of the provisions of this Agreement as to which time is an element; and

B. the resolution of any dispute which may arise concerning the obligations of the Developer and the City as set forth in this Agreement.

18.11 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by another Party, or the failure by a Party to exercise its rights upon the Default of another Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

18.12 Execution.

18.12.1 Counterparts. This Agreement may be executed by the Parties in counterparts which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

18.12.2 Recording. The City Clerk shall cause a copy of this Agreement to be executed by the City and recorded in the Official Records of Riverside County no later than ten (10) days after the Effective Date (Government

Code § 65868.5). The recordation of this Agreement is deemed a ministerial act and the failure of the City to record the Agreement as required by this Section and the Development Agreement Statute does not make this Agreement void or ineffective.

18.12.3 Authority to Execute. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to sign and deliver this Agreement on behalf of the Party he or she represents, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other agreement to which the Party is bound and (v) there is no litigation or legal proceeding which would prevent the Parties from entering into this Agreement.

18.13 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and Developer. The anticipated refinements to the Project may demonstrate that clarifications to this Agreement and the Development Approvals are appropriate with respect to the implementation of this Agreement and the Development Approvals. If, when, and as it becomes necessary or appropriate to take implementing actions or make such changes, adjustments or clarifications the Parties may effectuate such actions, changes, adjustments or clarifications through an operating memorandum ("Operating Memorandum") approved by the Parties in writing which references this Section 18.14. Such Operating Memorandum shall not require public notices and hearings or an amendment to this Agreement unless it is required by Article 9 above. The Director shall be authorized, after consultation with and approval of Developer, to determine whether a requested adjustment, clarification or implementing action (i) may be effectuated pursuant to this Section 18.14 and is consistent with the intent and purpose of this Agreement and the Development Approvals or (ii) is of the type that would constitute an amendment to this Agreement and thus would require compliance with the provisions of Article 9 above. Any such Operating Memorandum is hereby delegated to the Director and the Director must be approved by the City Council before becoming effective.

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement on the date first above written.

CITY OF WILDOMAR

By: _____

Name: _____

Title: _____

ATTEST

_____

City Clerk

APPROVED AS TO FORM

_____

City Attorney

"DEVELOPER"

CV INLAND INVESTMENTS 1, LP, a Delaware limited partnership

By: CV Inland Investments 1, Inc., a Delaware corporation, its General Partner

By:_____

[NAME AND TITLE]

STATE OF CALIFORNIA)
) Ss
COUNTY OF)

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

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

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT 32535 PROPERTY

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 1, 1982.35 FEET; THENCE SOUTH 18° 02' WEST 632.8 FEET THE POINT OF BEGINNING; THENCE NORTH 87° 03' WEST 680 FEET; THENCE SOUTH 57° 01' WEST 229.1 FEET; THENCE SOUTH 04° 38' WEST 212 FEET; THENCE SOUTH 70° 10' WEST 296.8 FEET; THENCE SOUTH 31° 31' WEST 371.9 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF RANCHO LA LAGUNA.

PARCEL B:

PARCEL 3 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

PARCEL C:

THAT PORTION OF PARCEL 4 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 4; THENCE NORTH 43° 33' 40" EAST, A DISTANCE OF 531.26 FEET; THENCE SOUTH 33° 55' 53" EAST, A DISTANCE OF 164.78 FEET; THENCE SOUTH 46° 43' 46" WEST, A DISTANCE OF 496.33 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 4; THENCE NORTH 46° 26' 20" WEST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 133.44 FEET TO THE POINT OF BEGINNING.

PARCEL D:

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 33° 55' 53" EAST ALONG THE SOUTHERLY LINE OF STABLE LANES WAY 164.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 33° 55' 53" EAST, 173.25 FEET; THENCE SOUTH 49° 53 WEST 460.87 FEET; THENCE NORTH 46° 26' 20" WEST 145.70 FEET; THENCE NORTH 46° 43' 46" EAST 496.33 FEET TO THE TRUE POINT OF BEGINNING; SAID LAST GEARING BEING THE EASTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL CONVEYED TO JAMES R. PETERS AND DAWN J. PETERS BY DEED RECORDED JUNE 1, 1976 AS INSTRUMENT NO. 76869 OFFICIAL RECORDS.

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION ONLY, THE MOST NORTHERLY CORNER OF SAID PARCEL 4 IS CONSIDERED TO BE THE INTERSECTION OF THE SOUTHWESTERLY LINE OF STABLE LANES WAY AND THE NORTHWESTERLY LINE OF SAID PARCEL 4.

PARCEL E:

PARCEL 3 AND LETTERED LOT D OF PARCEL MAP NO. 9084, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON FILE IN BOOK 40 PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL F:

PARCEL 4 AND LETTERED LOT E OF PARCEL MAP NO. 9084, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 40 PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL G:

PARCEL 1 OF PARCEL MAP 6387, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 18 PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26' 20"

EAST 440.00 FEET; THENCE SOUTH 43° 33’ 40” WEST, 250.00 FEET; THENCE NORTH 76° 12’ 02” WEST 316.59 FEET; THENCE SOUTH 40° 28’ 59” WEST 50.00 FEET TO THE CENTER POINT OF THE CUL-DE-SAC BEING THE COMMON CORNER OF PARCELS 1, 2, 3 AND 4, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 12° 39’ 19” WEST 151.92 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 43° 33’ 16” EAST, 344.80 FEET TO THE POINT OF BEGINNING.

PARCEL H:

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6387, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL 3 OF PARCEL MAP NO. 10259, AS SHOWN BY MAP ON FILE IN BOOK 47, PAGE 60 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26’ 20” EAST, 440.00 FEET; THENCE SOUTH 43° 33’ 40” WEST, 250.00 FEET; THENCE NORTH 76° 12’ 02” WEST, 316.59 FEET; THENCE SOUTH 40° 28’ 59” WEST, 50.00 FEET TO THE CENTERLINE OF WINDSONG ROAD; THENCE NORTH 12° 39’ 19” WEST, 201.91 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 43° 33’ 16” EAST, 244.80 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 3 OF PARCEL MAP NO. 10259 RECORDED IN BOOK 47 PAGE 60 OF PARCEL MAPS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3, NORTH 57° 30’ 35” WEST, 250.00 FEET; THENCE NORTH 45° 37’ 33” EAST, 148.10 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 3; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3, SOUTH 46° 26’ 20” EAST, 240.00 FEET TO THE POINT OF BEGINNING.

PARCEL I:

PARCEL 3 AND LOT “C” OF PARCEL MAP 9253, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 48, PAGE 41, OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

APN: 380-110-005-2, 380-110-006-3, 380-120-001-9, 380-120-002-0, 380-100-006-2, 380-100-005-1, 380-130-002-1, 380-130-018-6 and 380-100-004-0

EXHIBIT "B"

EXISTING DEVELOPMENT APPROVALS

(1) Tentative Tract Map No. 32535 and County EA No. 40124

EXHIBIT "C"

ESTOPPEL CERTIFICATE

Date Requested: _____

Date of Certificate: _____

On _____, 2013, the City of Wildomar approved the Development Agreement between, CV Communities, LLC, a Delaware limited liability company and the City of Wildomar (the "Development Agreement").

This Estoppel Certificate certifies that, as of the Date of Certificate set forth above:

[CHECK WHERE APPLICABLE]

____ 1. The Development Agreement remains binding and effective.

____ 2. The Development has not been amended.

____ 3. The Development Agreement has been amended in the following aspects:
_____
_____

_____.

____ 4. To the best of our knowledge, neither Developer nor any of its successors is in default under the Development Agreement.

____ 5. The following defaults exist under the Development Agreement:
_____
_____

This Estoppel Certificate may be relied upon by an transferee or mortgagee of any interest in the property which is the subject of the Development Agreement.

CITY OF WILDOMAR

By: _____

Name: _____

City Manager

EXHIBIT "D"

PROPOSED PROJECT FACILITIES

The public infrastructure improvements required by the conditions of approval of Tentative Tract 32535 and County EA No. 40124.

EXHIBIT "E"

FORM OF JOINT COMMUNITY FACILITIES AGREEMENT

[JCFA on following page]

JOINT COMMUNITY FACILITIES AGREEMENT

by and between

LAKE ELSINORE UNIFIED SCHOOL DISTRICT,

CITY OF WILDOMAR,

and

CV COMMUNITIES, LLC

(COMMUNITY FACILITIES DISTRICT NO. 2013-2

OF THE LAKE ELSINORE UNIFIED SCHOOL DISTRICT)

Dated _____, 2013

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JOINT COMMUNITY FACILITIES AGREEMENT
BY AND BETWEEN
LAKE ELSINORE UNIFIED SCHOOL DISTRICT,
CITY OF WILDOMAR,
AND
CV COMMUNITIES, LLC

(Community Facilities District No. 2013-2
of the Lake Elsinore Unified School District)

This **JOINT COMMUNITY FACILITIES AGREEMENT** ("Agreement") is made and entered into as of the ____ day of _____, 2013 by and between the CITY OF **WILDOMAR**, a municipal corporation ("City"), the **LAKE ELSINORE UNIFIED SCHOOL DISTRICT**, a California public school district organized and operating pursuant to the applicable provisions of the California Education Code ("School District") and **CV INLAND INVESTMENTS 1, LP**, a Delaware limited partnership ("CV Inland"), the owner of certain real property planned for residential development and referred to herein as "Property Owner." The parties hereto may be referred to in some instances as a party ("Party") or parties ("Parties").

R E C I T A L S

A. CV Inland owns the property described in Exhibit "A" as Tract 32535(the "Property"). References in this Agreement to a Property Owner shall mean CV Inland with respect to the Property, and its successors and assigns.

B. The Property is currently included in Community Facilities District No. 2006-5 of the Lake Elsinore Unified School District. The Property shall now be included in Community Facilities District No. 2013-2 of the Lake Elsinore Unified School District ("CFD No. 2013-2"), which shall replace and supersede the prior community facilities district with respect to the Property.

C. The Property is included within the boundaries of the School District and City. The Property Owner desires to develop the Property for residential purposes and have obtained the necessary development approvals to construct approximately 84 single family detached residential units ("SF/DU") on the Property ("Project").

D. Development of the Project will require the payment, pursuant to the rules and regulations of the City, as amended from time to time ("City Rules and Regulations"), of the "DIF In-Lieu Fees" and "Drainage Fees" (as these terms are defined in the Development Agreement between the Property Owner and City with respect to the Project) ("City Costs"), proceeds of which will be used by the City to construct public facilities to be owned or operated by the City as further described herein ("City Facilities"), to be paid from funds of CFD No. 2013-2 to the extent such funds are available pursuant to the "School Facilities Mitigation Agreement" by and among the School District and the Property Owners ("School Facilities Mitigation

Agreement"). Also, development of the Property will require mitigation payments to be paid to the School District which may be reimbursed or satisfied by funds of CFD No. 2013-2 as provided for by the School Facilities Mitigation Agreement.

E. Pursuant to the request of the Property Owner, the Governing Board of the School District, intends to form CFD No. 2013-2, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California ("Act"), and the terms and conditions of the School Facilities Mitigation Agreement.

F. CFD No. 2013-2, is being established to provide financing, in part, and subject to available funds of CFD No. 2013-2 of (i) amounts payable to School District as school facilities mitigation payments under the terms of the School Facilities Mitigation Agreement to fund Grade K-12 school facilities for CFD No. 2013-2 (collectively, "School Facilities") to accommodate students resulting from development of the Property, (ii) City Costs to be used for the acquisition or construction of City Facilities, and (iii) Elsinore Valley Municipal Water District water and sewer capacity and connection charges and facilities costs to be used for the acquisition or construction of water and sewer facilities.

G. School District and the City are authorized by Section 53313.5 of the Act to finance, by means of CFD No. 2013-2, the City Costs for the acquisition and/or construction of the City Facilities and the costs of the School Facilities of CFD No. 2013-2. This Agreement constitutes a "joint community facilities agreement" ("JCFA") within the meaning of Section 53316.2 of the Act by and between the City, the School District and the Property Owner, pursuant to which CFD No. 2013-2, when formed, will be authorized to finance the City Facilities to be funded by the City Costs. The Parties hereto understand that the requirements of Government Code Section 53316.2(e) will be satisfied inasmuch as the amount paid by CFD No. 2013-2 to the School District for School Facilities from the proceeds of both Special Taxes (defined herein) and Bond Proceeds (defined herein) will exceed the amount paid by CFD No. 2013-2 from the combination of such sources for City Costs and City Facilities as shown in the CFD No. 2013-2 CFD Report submitted to the Governing Board of the School District. As provided by Section 53316.6 of the Act, City shall be responsible for operating or maintaining the City Facilities and for the design and construction of the City Facilities.

H. The Parties hereto find and determine that the residents of City, the School District and CFD No. 2013-2 will be benefitted by the construction and/or acquisition of the City Facilities and the School Facilities and that this Agreement is beneficial to the interests of such entities and residents.

ARTICLE I

GENERAL PROVISIONS

Section 1.1. Recitals. The above recitals are true and correct and are hereby incorporated by this reference.

Section 1.2. Definitions.

Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

(a) "Act" means the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311, *et seq*.

(b) "Advances" means an amount paid by Property Owner to the City for City Facilities in lieu of payment of City Costs prior to the availability of Proceeds of the Bonds and which are eligible for reimbursement from Bond Proceeds.

(c) "Agreement" means this Joint Communities Facilities Agreement.

(d) "Board" means the Governing Board (Board of Trustees) of the Lake Elsinore Unified School District.

(e) "Bond Proceeds" or "Proceeds of the Bonds" shall mean those net funds generated by the sale of the Bonds, or other securities issued on behalf of or for the benefit of CFD No. 2013-2.

(f) "Bond Resolution" means collectively that Resolution, Resolution Supplement, Fiscal Agent Agreement, and/or other equivalent document(s), providing for the issuance of the Bonds.

(g) "Bonds" shall mean those bonds, or other securities, issued by, or on behalf of, as authorized by the qualified electors within CFD No. 2013-2.

(h) "CFD No. 2013-2" means Community Facilities District No. 2013-2 of the Lake Elsinore Unified School District.

(i) "City Facilities" means those public facilities to be owned or operated by City and to be funded by the City Costs as generally described in Exhibit "B" and which have not been previously funded with Bond Proceeds.

(j) "City Facilities Fund" means the fund(s) and/or account(s) (regardless of final designation in the Bond Resolution) into which a portion of the Proceeds of the Bonds may be deposited in accordance with the School Facilities Mitigation Agreement for payment of City Costs to acquire or construct the City Facilities applicable to the Property.

(k) "Rate and Method" means the Rate and Method of Apportionment of the Special Tax expected to be authorized for levy and collection pursuant to proceedings undertaken for the formation of CFD No. 2013-2 pursuant to the Act.

(l) "Special Taxes" means the special taxes expected to be authorized to be levied and collected pursuant to the final Rate and Method as approved by CFD No. 2013-2.

(m) "State" means the State of California.

Words of the masculine gender shall be deemed and constructed to include correlative words of the feminine and neuter genders. Unless the context clearly otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

The terms "hereby," "hereof," "herein," "hereunder' and any similar terms, as used in this Agreement, refer to this Agreement.

ARTICLE II

FORMATION OF CFD AND ISSUANCE OF BONDS

Section 2.1. Formation of CFD No. 2013-2. The School District, pursuant to the School Facilities Mitigation Agreement, has initiated proceedings pursuant to the Act for the formation of CFD No. 2013-2, the authorization of the Special Taxes within CFD No. 2013-2 thereof, and the authorization of Bonds on behalf of CFD No. 2013-2. Nothing contained herein shall be deemed to limit the discretion of the School District in that regard and the School District shall have no liability to City if CFD No. 2013-2 is not formed or if the Special Taxes and Bonds are not authorized by the qualified electors within CFD No. 2013-2.

Section 2.2. Issuance and Sale of Bonds. In the event that CFD No. 2013-2 is formed and the Special Taxes and Bonds are authorized, the Board, acting as the Legislative Body of CFD No. 2013-2 and may, in its sole discretion, in accordance with its adopted policies ("CFD Policies") and the School Facilities Mitigation Agreement, adopt the Bond Resolution and issue the Bonds.

Section 2.3. Bond Proceeds. Upon completion of the issuance of the Bonds, and receipt of the Bond Proceeds, the School District shall determine the amount of the Bond Proceeds allocable to finance the City Costs to be used by City to construct the City Facilities to accommodate development of the Property in accordance with the CFD Policies and the School Facilities Mitigation Agreement. CFD No. 2013-2 may (i) pay directly to the City the City Costs applicable to SF/DUs within the Property for which Advances have been made (at which time, City will return to the Property Owner all of the corresponding prior Advances) and (ii) pay City for the City Costs for SF/DUs within the Property for which prior Advances have not been made (in which case Property

Owners shall receive credit for the City Costs for such SF/DUs), all as shall be coordinated with City and the Property Owner from time to time and as described in Section 2.4.

Section 2.4. <u>Disbursements.</u>

Upon and following the funding of the City Facilities Fund, Property Owner may execute and submit a payment request to the District or CFD No. 2013-2 requesting disbursement from the City Facilities Fund to the City of an amount equal to (but not greater than) Property Owners prior Advances. Upon City's receipt of such payment the Property Owner's prior Advances shall be returned to it. The form of payment request shall be substantially in the form set forth in Exhibit "C" of this Agreement ("Payment Request").

In addition, following the funding of the City Facilities Fund, Property Owner may notify City in writing requesting that the City execute and submit a Payment Request to the School District requesting a disbursement from the City Facilities Fund to the City to fund City Costs for all or a portion of the remaining SF/DUs within the Project for which Advances have not been made previously. Upon receipt of such Payment Request completed in accordance with the terms of this Agreement, CFD No. 2013-2 shall wire transfer, or otherwise pay, to City such requested funds to the extent that Bond Proceeds are available in the City Facilities Fund. Upon City's acknowledgment/approval of such Payment Request relating to City Costs, and City's receipt of such Bond Proceeds from CFD No. 2013-2, the Property Owner shall be deemed to have satisfied the portion of the applicable City Costs paid therefrom to City with respect to the number of SF/DUs for which the City Costs would otherwise have been required in an amount equal to such disbursement.

City agrees that prior to submitting a Payment Request for City Facilities requesting payment from CFD No. 2013-2, a City representative shall review and approve all disbursements included in such request.

The sole source of Funds from which City Costs may be funded shall be the Bond Proceeds deposited into the City Facilities Fund and "Surplus Special Taxes" to the extent they are available pursuant to the School Facilities Mitigation Agreement.

Section 2.5. <u>Responsibility for City Costs and Facilities.</u>

(a) The Parties hereto acknowledge and agree that the final responsibility for the payment of the City Costs lies with the Property Owner. The responsibility for maintenance or operation of the City Facilities lies with City.

(b) Prior to the issuance of Bonds, any payments of City Costs that have been made, or will be made, by Property Owner shall be Advances to be held by the City. When City receives disbursement of funds pursuant to a Payment Request for City Costs for SF/DUs for which such payments were made, the Advances shall be returned to the Property Owner. If the amount allocated to pay City Costs derived from Bond Proceeds, including investment earnings thereon, if any, are not sufficient to fund

the total cost of the City Costs for the Project of the Property Owner, the Parties hereto agree that all responsibility and liability for the amount of such shortfall(s) shall be and remain with the Property Owner and shall not lie with the School District, CFD No. 2013-2 or City. City and the Property Owner may enter into a separate agreement(s) which may address such situation. Property Owner and City agree that Property Owner will pay to City the amount of any such shortfall: (i) for units/development for which such payment(s) to City were due prior to the time the corresponding series of Bonds are sold and for which a shortfall remains, Property Owner shall satisfy such shortfall within fifteen (15) days after the date such Bonds are delivered, and/or (ii) for units/development occurring after the date such Bonds are delivered, at the time such payment(s) to City would otherwise be due.

(c) In addition to the City Costs referenced above, the Parties acknowledge that City may require the Property Owner, pursuant to the City Rules and Regulations, to design, construct and dedicate certain facilities to City, as a condition of approval of the Project. The Parties hereto agree and acknowledge that all responsibility and obligation for the design, construction and dedication of such facilities to City, in accordance with all applicable statutes and the City Rules and Regulations, shall be and remain the responsibility of the Property Owner.

(d) City agrees to utilize or apply funds provided to it for the City Facilities.

(e) City expressly acknowledges that the Bonds are subject to federal tax requirements applicable to the tax-exempt securities. City expressly confirms and warrants to the School District that the City Facilities financed hereunder have not been previously financed with the proceeds of other tax-exempt securities or bonds. City agrees to promptly provide written notice to the School District of any such financing of City Facilities financed hereunder until the issuance of the Bonds.

Section 2.6. <u>Responsibility for Debt Service or Special Taxes</u>. City's obligations under this Agreement shall be limited to its obligations with respect to the design, construction, ownership, operation and maintenance of the City Facilities to be funded by the City Costs and the express terms hereof, and City shall have no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds, or the payment of the principal and interest thereon, or for the levy and collection of the Special Taxes to provide for the payment of principal and interest thereon, and CFD No. 2013-2 shall have the sole authority and responsibility for all such matters.

The Parties hereto specifically agree that the liabilities of CFD No. 2013-2 and Property Owners pursuant to the documents providing for the issuance of Bonds, including the Bond Resolution, shall not be or become liabilities of City.

Section 2.7. <u>Administration of CFD No. 2013-2</u>. The School District shall have the power and duty to provide for the administration of CFD No. 2013-2 and once it is formed, subject to the terms hereof and the School Facilities Mitigation Agreement, including employing and compensating all consultants and providing for the various other administration duties set forth in this Agreement. It is understood and agreed by Parties hereto that City will not be considered a participant in the proceedings relative to formation of CFD No. 2013-2 or the issuance of the Bonds, other than as a Party to this Agreement.

Section 2.8. <u>Tax Matters</u>. In connection with the issuance of any Bonds, a portion of the Bond Proceeds which are to be made available for the payment of City Costs, City agrees to execute and deliver such certifications and agreements as may be reasonably required in order for Bond Counsel to conclude that interest on such Bonds will be excluded from gross income under Section 103 of the Internal Revenue Code of 1986. City, which may consult and request information from bond counsel for the Bonds, further agrees that it shall not use Bond Proceeds provided to pay City Costs in any manner that would cause interest on the Bonds to become included in gross income for federal income tax purposes. City represents the following with respect to the use of the Bond Proceeds provided to pay City Costs:

(a) In General. The Bond Proceeds provided to pay City Costs will not be used for any activities that constitute a “Private Use” (as such term is defined below in subsection (b)).

(b) Definition of Private Use. For purposes of this Section 2.8, the term “Private Use” means any activity that constitutes a trade or business that is carried on by persons or entities, other than governmental entities. The leasing of the facilities or the access of a person or entity other than a governmental unit to property or services on a basis other than as a member of the general public (“General Public Use”) shall constitute a Private Use unless City obtains an opinion of bond counsel to the contrary. Use of the Bond Proceeds in a trade or business constitutes General Public Use only if the property is intended to be available and is in fact reasonably available for use on the same basis by natural persons not engaged in a trade or business.

(c) Management and Service Contracts. With respect to management and service contracts, the determination of whether a particular use constitutes Private Use under this Section 2.8 shall be determined on the basis of applying Revenue Procedure 97-13, 1997-1 C.B. 632. As of the date hereof, no portion of City Costs are expected to be used to provide property subject to contracts or other arrangements with persons or entities engaged in a trade or business (other than governmental units) that involve the management of property or the provision of services that do not comply with the standards of Revenue Procedure 97-13.

Property Owner expects that Bonds will not be issued prior to July 1, 2014. City reasonably expects to expend the Bond Proceeds on all or any portion of the costs of the City Facilities as identified in Exhibit ”B,” attached hereto, which list may be amended by City from time to time without approval of the Parties hereto, and by this

reference herein incorporated, within three (3) years from the date of issuance of the Bonds. City further agrees to maintain Bond Proceeds provided to pay City Costs in a separate account, apart from all other accounts of City, from which disbursements may be made by the City, in its sole discretion, for any costs relating to any City Facilities. City shall maintain City Costs accounting records, in accordance with generally accepted accounting principles, as to its receipt and expenditure of Bond Proceeds provided to pay City Costs for the City Facilities. City will, upon request, provide School District and/or Property Owner with access to City records related to the City Facilities and will provide to the School District and/or Property Owner, its annual financial report certified by an independent certified public accountant upon either Party's request and payment of applicable copying charges, if any, in accordance with the City Public Record Act guidelines.

The School District and CFD No. 2013-2 agree to maintain full and accurate records of all amounts, and investment earnings, if any, expended from the City Facilities Fund for City Facilites. The School District or CFD No. 2013-2 will, upon request, provide City and/or the Property Owner with access to the School District's or CFD No. 2013-2's records relating to the City Facilities Fund.

ARTICLE III

TERM AND TERMINATION

Section 3.1. Effective Date. This Agreement shall become effective and of full force and effect as of the date ("Effective Date") it is approved by the governing boards of both of the Parties, to be confirmed by the execution hereof by the authorized representatives of the Parties hereto.

Section 3.2. Term and Termination. If the School District is unable to complete the sale of the first series of Bonds prior to December 31, 2020, this agreement shall thereafter automatically terminate and be of no further force or effect. Notwithstanding the foregoing, in the event that such term shall expire without issuance of Bonds by the School District, the Parties to this Agreement may further extend the term hereof by additional one (1) years terms (each ending on December 31) by letter agreement of the Parties without need to further amend the terms hereof or further approval by the Governing Board of the District or the City Council of the City.

ARTICLE IV

ADDITIONAL GENERAL PROVISIONS

Section 4.1. Recordkeeping: Inspection of Records. Each Party hereto agrees to keep and maintain full and accurate records of all amounts, and investment earnings, if any, paid to City for the City Facilities as to the respective portions of the Property and amounts expended from the City Facilities Fund as provided for in the School Facilities Mitigation Agreement. Each Party further agrees to make such records available to the other Party hereto during normal business hours upon reasonable prior

notice. All such records shall be kept and maintained by the appropriate Party as provided by applicable law and their respective policies.

City and Property Owner agree that they will cooperate in a timely manner with CFD No. 2013-2 and the School District, on behalf of the CFD No. 2013-2, in providing documentation, reports or other data reasonably required and requested by the School District and/or CFD No. 2013-2 in meeting the reporting requirements of the CFD No. 2013-2 under Sections 50075.1, 50075.3, and 50075.5 and Article 1.5 (commencing with Section 53410) of Chapter 3 of Part 1 of Division 2 of Title 5 of, the Government Code (collectively, the "Local Agency Special Tax and Bond Accountability Act"). City's reporting obligations pursuant to this section shall be limited to providing reports or other data detailing the following: (A) the amount of CFD No. 2013-2 funds received by City to fund City Costs, (B) the amount of such CFD No. 2013-2 funds deposited in separate funds or accounts of City reflecting the City Costs and the number of dwelling units for which such City Costs apply, (C) a brief description concerning the facilities financed from such City funds or accounts, and (D) the balance, if any, of each such fund and account in which CFD No. 2013-2 funds were deposited.

Section 4.2. Partial Invalidity. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 4.3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Party hereto. This Agreement may not be assigned without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld, and any such non-consented assignment shall be void. This Agreement is for the sole benefit of the School District, City and the Property Owner and their successors and assigns (excluding property owners of residential lots within CFD No. 2013-2 who are end users, who shall not be considered to be the successors or assigns of the Property Owners and shall have no rights hereunder), and no other person or entity shall be deemed to be a beneficiary hereof or have an interest herein.

Section 4.4. Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party or other person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office registered or certified, postage prepaid, addressed as follows:

School District: Lake Elsinore Unified School District
545 Chaney Street
Lake Elsinore, CA 92530
Attention: Assistant Superintendent, Fiscal Support Services

City: City of Wildomar
23873 Clinton Keith Road
Wildomar, CA 92595
Attention: City Manager

Property Owner: CV Communities
1900 Quail Street
Newport Beach, CA 92660
Attn: Adam Smith

Any Party can change its address for delivery of notice by delivering written notice of such change or address to the other Parties within ten (10) calendar days prior to such change.

Section 4.5. Captions. The captions to Sections used herein are for convenience purposes only and are not part of this Agreement.

Section 4.6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in such State.

Section 4.7. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

Section 4.8. Amendments. This Agreement may be amended or modified only in writing executed by the authorized representative(s) of each of the Parties hereto.

Section 4.9. Waiver. The failure of any Party hereto to insist on compliance within any of the terms, covenants or conditions of this Agreement by any other Party hereto, shall not be deemed a waiver of such terms, covenants or conditions of this Agreement by such other Party, nor shall any waiver constitute a relinquishment of any other right or power for all or any other times.

Section 4.10. Disclosure of Special Tax; Calculation of Special Tax Requirement.

(a) Delivery of Notice. From and after the date of this Agreement, Property Owner and its successors and assigns, shall give a "Notice of Special Tax" (as defined in Section (b) below) to each prospective purchaser of a parcel of real property located within the boundaries of CFD No. 2013-2 and shall deliver a fully executed copy of each such notice to School District, which copies to the School District shall be provided upon request therefore by the School District. Property Owner, and its successors and assigns, shall (i) maintain records of each Notice of Special Tax for a period of five (5) years, and (ii) shall provide copies of each notice to School District, which copies to the School District shall be provided upon request therefore by the School District. Property Owner, and its successors and assigns, shall include the Notice of Special Tax in all Property Owner's and its successors and assigns' applications for Final Subdivision Reports required by the Department of Real Estate ("DRE") which are filed after the effective date of this Agreement.

Property Owner, and its successors and assigns, shall require, as a condition precedent to close an escrow for the sale of real property to a developer acquiring lots (a "Residential Developer") within CFD No. 2013-2, that such Residential Developer shall (i) maintain records of each Notice of Special Tax for a period of five (5) years, (ii) provide copies of each notice to School District which copies to the School District shall be provided upon request therefore by the School District, and (iii) include the Notice of Special Tax in all of such Residential Developer's applications for Final Subdivision Reports required by DRE.

(b) Notice of Special Tax. With respect to any parcel, the term "Notice of Special Tax" means a notice in the form prescribed by California Government Code Section 53341.5 which is calculated to disclose to the purchaser thereof (i) that the property being purchased is subject to the special tax of the School District; (ii) the land use classification of such property; (iii) the maximum annual amount of the special tax and the number of years for which it will be levied; (iv) if available at the time such notice is delivered, an indication of the amount of special tax to be levied on such property for the following fiscal year; and (v) the types of facilities or services to be paid or with the proceeds of the special tax.

(c) Notice to Subsequent Purchasers. Upon formation of CFD No. 2013-2 and authorization of Special Taxes of CFD No. 2013-2, the School District shall file with the Riverside County Recorder a notice of special tax lien that gives notice of the existence of CFD No. 2013-2 and the levy of the Special Tax on Taxable Property (as defined in the Rate and Method) within CFD No. 2013-2 pursuant to requirements of Section 3114.5 of the Streets and Highways Code.

Section 4.11. **Cooperation and Execution of Documents**. The Parties hereto agree to complete and execute any further or additional documents which may be necessary to complete or further the terms of this Agreement.

Section 4.12. **Attorneys' Fees**. In the event of the bringing of any action or suit by any Party against another Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the other Party all costs and expenses of suit, including reasonable attorneys' fees.

Section 4.13. **Exhibits**. The following exhibits attached hereto are incorporated into this Agreement by reference.

Exhibit	Description
"A"	Property Description
"B"	City Facilities Descriptions
"C"	Payment Request Form - City Facilities

Section 4.14. **Signatories**. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

Section 4.15. **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written alongside their signature below.

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

By:_____
President of the Governing Board of the Lake Elsinore Unified School District

APPROVED AS TO FORM:

BOWIE, ARNESON, WILES & GIANNONE
Attorneys for Lake Elsinore Unified School District

By:_____

ATTEST:

By:_____
Clerk of the Governing Board of the Lake Elsinore Unified School District

CITY OF WILDOMAR

By: _____
Name:_____
Title: _____

APPROVED AS TO FORM:

_____
Attorneys for City of Wildomar

By: _____
Name:_____

CV INLAND INVESTMENTS 1, LP, a
Delaware limited partnership

By: CV Inland Investments 1, Inc.,
a Delaware corporation,
its General Partner

By:_____
[NAME AND TITLE]

EXHIBIT "A" TO JCFA

Tract 32535 Property

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 1, 1982.35 FEET; THENCE SOUTH 18° 02' WEST 632.8 FEET THE POINT OF BEGINNING; THENCE NORTH 87° 03' WEST 680 FEET; THENCE SOUTH 57° 01' WEST 229.1 FEET; THENCE SOUTH 04° 38' WEST 212 FEET; THENCE SOUTH 70° 10' WEST 296.8 FEET; THENCE SOUTH 31° 31' WEST 371.9 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF RANCHO LA LAGUNA.

PARCEL B:

PARCEL 3 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

PARCEL C:

THAT PORTION OF PARCEL 4 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 4; THENCE NORTH 43° 33' 40" EAST, A DISTANCE OF 531.26 FEET; THENCE SOUTH 33° 55' 53" EAST, A DISTANCE OF 164.78 FEET; THENCE SOUTH 46° 43' 46" WEST, A DISTANCE OF 496.33 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 4; THENCE NORTH 46° 26' 20" WEST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 133.44 FEET TO THE POINT OF BEGINNING.

PARCEL D:

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 33° 55' 53" EAST ALONG THE SOUTHERLY LINE OF STABLE LANES WAY 164.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 33° 55' 53" EAST, 173.25 FEET; THENCE SOUTH 49° 53 WEST 460.87 FEET; THENCE NORTH 46° 26' 20" WEST 145.70 FEET; THENCE NORTH 46° 43' 46" EAST 496.33 FEET TO THE TRUE POINT OF BEGINNING; SAID LAST GEARING BEING THE EASTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL CONVEYED TO JAMES R. PETERS AND DAWN J. PETERS BY DEED RECORDED JUNE 1, 1976 AS INSTRUMENT NO. 76869 OFFICIAL RECORDS.

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION ONLY, THE MOST NORTHERLY CORNER OF SAID PARCEL 4 IS CONSIDERED TO BE THE INTERSECTION OF THE SOUTHWESTERLY LINE OF STABLE LANES WAY AND THE NORTHWESTERLY LINE OF SAID PARCEL 4.

PARCEL E:

PARCEL 3 AND LETTERED LOT D OF PARCEL MAP NO. 9084, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON FILE IN BOOK 40 PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL F:

PARCEL 4 AND LETTERED LOT E OF PARCEL MAP NO. 9084, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 40 PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL G:

PARCEL 1 OF PARCEL MAP 6387, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 18 PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26' 20" EAST 440.00 FEET; THENCE SOUTH 43° 33' 40" WEST, 250.00 FEET; THENCE

NORTH 76° 12’ 02” WEST 316.59 FEET; THENCE SOUTH 40° 28’ 59” WEST 50.00 FEET TO THE CENTER POINT OF THE CUL-DE-SAC BEING THE COMMON CORNER OF PARCELS 1, 2, 3 AND 4, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 12° 39’ 19” WEST 151.92 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 43° 33’ 16” EAST, 344.80 FEET TO THE POINT OF BEGINNING.

PARCEL H:

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6387, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL 3 OF PARCEL MAP NO. 10259, AS SHOWN BY MAP ON FILE IN BOOK 47, PAGE 60 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26’ 20” EAST, 440.00 FEET; THENCE SOUTH 43° 33’ 40” WEST, 250.00 FEET; THENCE NORTH 76° 12’ 02” WEST, 316.59 FEET; THENCE SOUTH 40° 28’ 59” WEST, 50.00 FEET TO THE CENTERLINE OF WINDSONG ROAD; THENCE NORTH 12° 39’ 19” WEST, 201.91 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 43° 33’ 16” EAST, 244.80 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 3 OF PARCEL MAP NO. 10259 RECORDED IN BOOK 47 PAGE 60 OF PARCEL MAPS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3, NORTH 57° 30’ 35” WEST, 250.00 FEET; THENCE NORTH 45° 37’ 33” EAST, 148.10 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 3; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3, SOUTH 46° 26’ 20” EAST, 240.00 FEET TO THE POINT OF BEGINNING.

PARCEL I:

PARCEL 3 AND LOT “C” OF PARCEL MAP 9253, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 48, PAGE 41, OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

APN: 380-110-005-2, 380-110-006-3, 380-120-001-9, 380-120-002-0, 380-100-006-2, 380-100-005-1, 380-130-002-1, 380-130-018-6 and 380-100-004-0

EXHIBIT "B" TO JCFA

CITY FACILITIES DESCRIPTION

The "City Facilities" consist generally of the acquisition, purchase, construction, expansion, improvement, or rehabilitation of public improvements that are owned, operated or maintained by the City, including, without limitation, streets, trails, intersection improvements, traffic signals, medians, parks, civic facilities and drainage improvements and include all direct and incidental expenses related thereto such as site acquisition, planning, design, engineering legal services, materials testing, coordination, surveying, construction staking, construction management, consulting services, inspection and any and all appurtenant facilities and appurtenant work related to the foregoing.

EXHIBIT "C" TO JCFA

PAYMENT REQUEST FORM
COMMUNITY FACILITIES DISTRICT NO. 2013-2

PAYMENT REQUEST FORM – CITY FACILITIES FUND

[See Attached City -Property Owner
Verification/Certification of City Facilities Amounts]

( ) PROGRESS PAYMENT
( ) FULL/FINAL PAYMENT

The Fiscal Agent is hereby requested to pay from the City Facilities Fund established by Resolution No. ____ of the Legislative Body of the School District, adopted on _____, _____, and the Fiscal Agent Agreement dated as of _____, _____, executed in accordance therewith, to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment of the City Costs described below. The amount shown below is due and payable under the School Facilities Mitigation Agreement and/or the Joint Community Facilities Agreement and authorization with respect to the City Costs described below and has not formed the basis of any prior request for payment of the City Costs or Facilities.

Payee: *[Property Owner]* or *[City]*

Address:
_____
__

_____
_____

Amount:
$_____
__

Description of Project Costs or portion thereof accepted by Community Facilities District No. 2013-2 and authorized to be paid to the Payee: City Facilities computed as follows:

Number of:_____ Single Family Detached/Dwelling Units (SF/DUs) _____
Per Tract Map #_____ x=s $_____ per SF/DU = $_____

Total City Costs Paid: $_____

Executed by Authorized Representative for
Community Facilities District No. 2013-2

-EXHIBIT-

Signature:

Name: _____

Title: _____

_____

Dated:_____
Payment Request No. _____

[Attach to all requisitions copies of City verification(s)/Property Owner certification(s)]

[Exhibit C (Continued)]

[ON CITY LETTERHEAD]

VERIFICATION BY CITY OF WILDOMAR

CHECK ONE:

[___] 1. As an authorized representative and on behalf of City of Wildomar (City), I hereby verify that the above-referenced City Fee amount of $_____was previously paid to City by [Property Owner name] for fees for City Facilities imposed by City, and such City Fee amounts have not been reimbursed to [Property Owner name] (or to any of its successors and assigns).

[___] 2. As an authorized representative and on behalf of City, I hereby verify that the above-referenced City Fee amount of $_____ is currently due City from [Property Owner name] for fees imposed by City, and such City Fee amounts have not been previously reimbursed to [Property Owner name] (or to any of its successors and assigns).

Dated: _____, 200___

By: _____

Authorized Representative of City

Name: _____

Title: _____

[Exhibit C (Continued)]

[ON PROPERTY OWNER LETTERHEAD]

CERTIFICATION AND REPRESENTATION OF [PROPERTY OWNER]

CHECK ONE:

[___] 1. On behalf of [Property Owner name], I hereby certify and represent that the above-referenced City Fee amount of $_____ was previously paid to City by [Property Owner name], for fees imposed by City, and such City Fee amounts have not been previously reimbursed by City to [Property Owner name] (or to any of its successors and assigns).

[___] 2. On behalf of [Property Owner name], I hereby certify and represent that the above-referenced City Fee amount of $_____ is currently due City from [Property Owner name] for fees imposed by City on [Property Owner name], and such City Fee amounts have not been previously reimbursed to [Property Owner name] (or to any of its successors and assigns).

Dated: _____, 200___

By: _____

Authorized Representative of
[Property Owner name]

Name: _____

Title: _____

EXHIBIT "F"

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

Pursuant to the Development Agreement between the CITY OF WILDOMAR ("City") and CV Inland Investments 1, LP, a Delaware limited partnership ("Assignor"), dated _____, 2013 (the "Agreement"), which Agreement is hereby incorporated herein by this reference, and for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

1. The assignment and assumption provided for under this Assignment and Assumption Agreement ("Assignment") is made together with the sale, transfer or assignment of all or a part of the property subject to the Agreement. The property sold, transferred or assigned together with this Assignment is described in Exhibit "1" attached hereto and incorporated herein by this reference (the "Subject Property").

2. Assignor hereby grants, sells, transfers, conveys, assigns and delegates to _____ ("Assignee"), all of Assignor's rights, title, interest, benefits, privileges, duties and obligations arising under or from the Agreement with respect to the Subject Property except for the following:

(a) Assignor's right to amend the Agreement or enter into an Operating Memorandum as they apply to any real property other than the Subject Property; and

(b) **[INSERT OTHER RETAINED RIGHTS, IF ANY]**

3. Assignee hereby accepts the foregoing assignment and, except as otherwise provided herein, unconditionally assumes and agrees to perform all of the duties and obligations of Assignor arising under or from the Agreement as owner of the Subject Property and this Assignment and Assignor is hereby released from all such duties and obligations.

4. The sale, transfer or assignment of the Subject Property and the assignment and assumption provided for under this Assignment are the subject of additional agreements between Assignor and Assignee. Notwithstanding any term, condition or provision of such additional agreements, the rights of the City arising under or from the Agreement and this Assignment shall not be affected, diminished or defeated in any way, except upon the express written agreement of the City.

5. Assignor and Assignee execute this Assignment pursuant to Section 13 of the Agreement. This Assignment may be executed by the parties hereto in counterparts, each of which shall be deemed an original.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Assignment as of the dates set forth below.

Dated: _____

ASSIGNOR:

[_____]

By: _____
Name: _____
Title: _____

Dated: _____

ASSIGNEE:

[_____]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "1" TO EXHIBIT "F"
DESCRIPTION OF SUBJECT PROPERTY

Tract 32535 Property

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 1, 1982.35 FEET; THENCE SOUTH 18° 02' WEST 632.8 FEET THE POINT OF BEGINNING; THENCE NORTH 87° 03' WEST 680 FEET; THENCE SOUTH 57° 01' WEST 229.1 FEET; THENCE SOUTH 04° 38' WEST 212 FEET; THENCE SOUTH 70° 10' WEST 296.8 FEET; THENCE SOUTH 31° 31' WEST 371.9 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF RANCHO LA LAGUNA.

PARCEL B:

PARCEL 3 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

PARCEL C:

THAT PORTION OF PARCEL 4 OF PARCEL MAP 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 4; THENCE NORTH 43° 33' 40" EAST, A DISTANCE OF 531.26 FEET; THENCE SOUTH 33° 55' 53" EAST, A DISTANCE OF 164.78 FEET; THENCE SOUTH 46° 43' 46" WEST, A DISTANCE OF 496.33 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 4; THENCE NORTH 46° 26' 20" WEST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 133.44 FEET TO THE POINT OF BEGINNING.

PARCEL D:

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 6430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 7 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING A PORTION OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 33° 55' 53" EAST ALONG THE SOUTHERLY LINE OF STABLE LANES WAY 164.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 33° 55' 53" EAST, 173.25 FEET; THENCE SOUTH 49° 53 WEST 460.87 FEET; THENCE NORTH 46° 26' 20" WEST 145.70 FEET; THENCE NORTH 46° 43' 46" EAST 496.33 FEET TO THE TRUE POINT OF BEGINNING; SAID LAST GEARING BEING THE EASTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL CONVEYED TO JAMES R. PETERS AND DAWN J. PETERS BY DEED RECORDED JUNE 1, 1976 AS INSTRUMENT NO. 76869 OFFICIAL RECORDS.

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION ONLY, THE MOST NORTHERLY CORNER OF SAID PARCEL 4 IS CONSIDERED TO BE THE INTERSECTION OF THE SOUTHWESTERLY LINE OF STABLE LANES WAY AND THE NORTHWESTERLY LINE OF SAID PARCEL 4.

PARCEL E:

PARCEL 3 AND LETTERED LOT D OF PARCEL MAP NO. 9084, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON FILE IN BOOK 40 PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL F:

PARCEL 4 AND LETTERED LOT E OF PARCEL MAP NO. 9084, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 40 PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL G:

PARCEL 1 OF PARCEL MAP 6387, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 18 PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26' 20" EAST 440.00 FEET; THENCE SOUTH 43° 33' 40" WEST, 250.00 FEET; THENCE

NORTH 76° 12’ 02” WEST 316.59 FEET; THENCE SOUTH 40° 28’ 59” WEST 50.00 FEET TO THE CENTER POINT OF THE CUL-DE-SAC BEING THE COMMON CORNER OF PARCELS 1, 2, 3 AND 4, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 12° 39’ 19” WEST 151.92 FEET TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 43° 33’ 16” EAST, 344.80 FEET TO THE POINT OF BEGINNING.

PARCEL H:

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6387, AS SHOWN BY MAP ON FILE IN BOOK 18, PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL 3 OF PARCEL MAP NO. 10259, AS SHOWN BY MAP ON FILE IN BOOK 47, PAGE 60 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, SOUTH 46° 26’ 20” EAST, 440.00 FEET; THENCE SOUTH 43° 33’ 40” WEST, 250.00 FEET; THENCE NORTH 76° 12’ 02” WEST, 316.59 FEET; THENCE SOUTH 40° 28’ 59” WEST, 50.00 FEET TO THE CENTERLINE OF WINDSONG ROAD; THENCE NORTH 12° 39’ 19” WEST, 201.91 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 43° 33’ 16” EAST, 244.80 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 3 OF PARCEL MAP NO. 10259 RECORDED IN BOOK 47 PAGE 60 OF PARCEL MAPS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3, NORTH 57° 30’ 35” WEST, 250.00 FEET; THENCE NORTH 45° 37’ 33” EAST, 148.10 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 3; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 3, SOUTH 46° 26’ 20” EAST, 240.00 FEET TO THE POINT OF BEGINNING.

PARCEL I:

PARCEL 3 AND LOT “C” OF PARCEL MAP 9253, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 48, PAGE 41, OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

APN: 380-110-005-2, 380-110-006-3, 380-120-001-9, 380-120-002-0, 380-100-006-2, 380-100-005-1, 380-130-002-1, **380-130-018-6 and 380-100-004-0**

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: October 9, 2013

TO: Mayor and City Council Members

FROM: Dan York, Public Works Director/City Engineer

SUBJECT: Development Impact Fee Study

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council:

1. Conduct a Public Hearing to receive testimony regarding the Development Impact Fee Study Report dated April 30,2013 for the City of Wildomar;

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

   ORDINANCE NO. _____
   AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING AND RESTATING CHAPTER 3.44 (FEES) OF THE WILDOMAR MUNICIPAL CODE

3. Adopt a Resolution entitled:

   RESOLUTION NO. 2013 - _____
   RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE "CITY OF WILDOMAR IMPACT FEE STUDY" AND ESTABLISHING NEW DEVELOPMENT IMPACT FEES APPLICABLE TO ALL DEVELOPMENT IN THE CITY OF WILDOMAR

BACKGROUND:

The City of Wildomar incorporated on July 1, 2008. Upon incorporation, the City adopted Ordinance No. 08-01 that adopted all existing Riverside County Ordinances currently in place for a period of 120 days. On August 27, 2008, the City Council adopted Ordinance 08-18 which officially adopted a number of County Ordinances on a long term basis including Chapter 3.44, Article I, "Development Impact Fees". These fees were originally established for the unincorporated areas of Riverside County.

In August, 2011, the City contracted with Colgan Consulting Corporation to update the existing fees to meet the specific needs of the City of Wildomar and to mitigate the impacts of future development. Since that time, Colgan Consulting Corporation and a team of City Staff have completed a study that identifies the impacts on the City's facilities due to future development, calculates fees to mitigate those impacts, and spreads those fees to future development based on a fair and defensible nexus. The ten components for facilities and infrastructure contained in Wildomar's DIF Program include:

- Streets/Intersections
- Police Facilities
- Fire Protection
- Parks
- Community Centers
- Animal Shelter
- City Hall
- Corporate Yard
- Drainage
- Multi-purpose Trails

The methods used to calculate the impact fees in the study are intended to satisfy all legal requirements governing such fees, including provisions of the U.S. Constitution, the California Constitution, the California Mitigation Fee Act (Government Code Sections 66000 *et* seq.), and, where applicable, the Quimby Act (Government Code Section 66477).

Presentations of the draft study were made to the Economic Roundtable group on April 19, 2012 and the Business Industry Association on June 6, 2012. The draft study was also posted on the City website for public review.

During the June 13, 2012 City Council Meeting, staff completed a presentation to the Council and the Community to explain the details of the draft Development Impact Fee report and receive input and direction.

On November 28, 2012, a Council Study Session was conducted to discuss the study in greater detail. The proposed fee for a single family residential unit was $10,906. During that meeting, the Council directed the Consultant and staff to

provide options for further Council consideration. The items that the Council requested further investigation on were as follows:

1. Base the land valuation utilized in the study on recent area comparables.
2. Provide alternatives for the Storm Drain component of the Fees.
3. Provide alternatives for the Trails component of the fees.
4. Separate the Office/Commercial designation into separate categories.

During the February 13, 2013 City Council meeting, staff completed a presentation of the revised DIF to the City Council which included the utilization of revised land values based on current land comparables within the City of Wildomar. The Commercial/Industrial category was also split into two separate categories, Commercial and Industrial. The proposed fee for a single family residential unit was $8,473. In addition to those changes, a number of options were presented with different drainage system options and multi-purpose trails options. The Council consensus was to proceed with including the County Master Plan differential cost as the City's drainage component of the DIF.

On April 10, 2013, the City Council conducted a Study Session to complete a final review of the Draft DIF and provide a further direction regarding the Multi-Purpose Trails component. The proposed fee for a single family residential unit was $7,084.

The consensus of the City Council was to include the Multi-Purpose Trails component considering the cost estimate for all uncompleted trails and base the future development's contribution to the percentage of remaining development in the City (48.7%). There being no more further direction required, the Council directed staff to finalize the DIF Study Report and schedule the Public Hearing to consider adoption of the DIF. With this final City Council direction, the proposed fee for a single family residential unit is $6,762.

The Ordinance is proposed to become effective on January 1, 2014. All building permits that are issued prior to January 1, 2014 will be based on the current fees. The city will not collect DIF fees until the building plans have been plan checked, approved and a permit is issued.

FISCAL IMPACT:

The DIF Study Report supports a future revenue stream of approximately $104 million through build out of Wildomar. Below are the projected revenues for the ten development impact fee components:

- Streets/Intersections $54,749,730
- Police Facilities $ 2,633,606
- Fire Protection $ 5,077,376
- Parks $ 2,609,827
- Community Centers $ 2,933,531

- Animal Shelter $ 1,553,721
- City Hall $ 4,450,556
- Corporate Yard $ 876,499
- Drainage $19,931,781
- Multi-purpose Trails $ 8,776,162

TOTAL PROJECTED DIF REVENUE = $103,592,789

Submitted by:
Dan York
Public Works Director/City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Ordinance Amending and Restating Chapter 3.44
Resolution Adopting Impact Fee Study and Establishing Fees
Exhibit A to Resolution – Impact Fee Study
Exhibit B to Resolution – DIF Fee Table
Exhibit C to Resolution – Credit and Reimbursement Policy

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING AND RESTATING CHAPTER 3.44 (FEES) OF THE WILDOMAR MUNICIPAL CODE.

WHEREAS, Chapter 3.44 (Fees) of the Wildomar Municipal Code establishes certain development impact fees and other miscellaneous fees; and,

WHEREAS, Chapter 3.44 reflects fees that were adopted by the County of Riverside in 2001, and has not been substantially changed by the City since incorporation; and,

WHEREAS, the City Council has recently conducted a fee study and adopted new development impact fees for the City; and,

WHEREAS, the City Council desires to amend Chapter 3.44 to be consistent with the newly adopted development impact fees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN AS FOLLOWS:

SECTION 1. Amendment of Chapter 3.44. Chapter 3.44 (Fees) of the Wildomar Municipal Code is hereby amended and restated in its entirety as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 2. CEQA Findings. The City Council hereby finds that the adoption of this Ordinance is not subject to CEQA review pursuant to CEQA Guideline 15378(b)(4), which provides that the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project are not projects subject to CEQA review.

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. Effective Date. This ordinance shall take effect January 1, 2014.

SECTION 5. Publication. The City Clerk shall cause this ordinance to be published or posted in accordance with Government Code section 36933.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2013.

_____
Timothy Walker, Mayor

ATTEST:

_____
Debbie A, Lee, CMC, City Clerk

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

EXHIBIT "A"

"CHAPTER 3.44 FEES

Article I. Development Impact Fees

3.44.010 Authority

This article is established under the authority of Article 11, Section 7 of the California Constitution and the Mitigation Fee Act.

3.44.020 Purpose and Intent

Development Projects impose increase demands on public infrastructure and facilities. The City Council may establish Development Impact Fees to finance infrastructure and other public improvements and facilities needed as a result of new Development Projects, and adjust the amount of those Development Impact Fees as needed. This article provides the structure by which the City shall administer those Development Impact Fees established by the City Council.

3.44.030 Definitions

"Building Permit" means the permit required or issued by the City for the construction, improvement, or remodeling of any structure pursuant to the City's building codes.

"Capital Improvement" means any public facility or infrastructure improvement, including acquisition of land, design and construction, equipping and installing, and related costs, which are to be financed in whole or in part by Development Impact Fees.

"Development Impact Fees" means a monetary exaction that is charged to an Owner in connection with approval of a Development Project for the purpose of defraying all or a portion of the cost of the public improvements, public services, and community amenities related to the development project.

"Development Project" means the construction of a new residential dwelling unit or the construction of new non-residential gross floor area square footage.

"Mitigation Fee Act" means Title 7, Division 1, Chapter 5 of the Government Code, beginning with Section 66000.

"Owner" means the legal owner(s) of real property upon which a Development Project is proposed, or their authorized representative(s).

3.44.040 Establishment of Development Impact Fees

The City Council may establish and set the amount of Development Impacts Fees by resolution conforming to the requirements of the Mitigation Fee Act. The City Council may periodically adjust the amount of Development Impact Fees.

3.44.050 Applicability

The provisions of this article apply to all Development Impact Fees established by resolution of the City Council pursuant to Section 3.44.040 unless the resolution establishing said fee expressly exempts the fee from some or all of the provisions of this article. The provisions of this article do not apply to taxes, assessments, fees for processing applications, regulatory fees, fees imposed and collected under a development agreement (unless the agreement expressly requires compliance with this article), and fees imposed by other governmental agencies and collected by the City.

3.44.060 Determination and Payment of Development Impact Fees

A. Determination of Amount. The City Manager, or his or her designee, shall determine the amount of Development Impact Fees to be paid by each Development Project in a manner that is consistent with the resolution of the City Council establishing the Development Impact Fees.

B. Payment Required. No Building Permit shall be issued by the City for a Development unless and until the Owner of the real property pays to the City all Development Impact Fees applicable to the Development Project.

C. Exceptions. The following types of Development Projects are not subject to Development Impact Fees:

1. Reconstruction of a structure damaged or destroyed by fire or other natural causes, provided the structure contains the same number of dwelling units and/or the same or less gross floor area as the damaged or destroyed structure.

2. Rehabilitation or remodeling of an existing residential structure provided no new dwelling units are added to the structure.

3. Rehabilitation or remodeling of an existing non-residential structure provided no additional gross floor area is added to the structure and there is no change in use that would generate more traffic.

3.44.070 Accounting and Use of Development Impact Fees

The City shall establish separate accounts for each category of Development Impact Fee established by the City Council and deposit Development Impact Fees collected into the appropriate account. The money deposited into these accounts, and any interest earnings thereon, shall be used solely for the public improvements, public services, and community amenities for which the Development Impact Fees were imposed. Development Impact Fees may be used to pay the principal, interest and other costs of bonds, notes and other obligations issued or undertaken by or on behalf of the City to finance such improvements, services and amenities.

3.44.080 Credits and Reimbursements

A. Credits. If an Owner of a Development Project constructs a Capital Improvement the Owner may receive a credit against the corresponding Development Impact Fee for the Development Project. The Owner and the City must enter into a credit agreement prior to the issuance of a Building Permit for the Development Project for the Owner to receive a credit against the applicable Development Impact Fees. The agreement must estimate the cost of constructing the Capital Improvement, the schedule for the completion of the Capital Improvement, a requirement that the Capital Improvement be constructed to City standards, and such other terms and conditions as deemed necessary by the City.

B. Reimbursements. If an Owner of a Development Project constructs a Capital Improvement the City may reimburse the Owner for the costs of the Capital Improvement in excess of what is needed to provide services to or mitigate the impacts of the Development Project. The Owner and the City must enter into a reimbursement agreement for the Owner to receive a reimbursement. The reimbursement agreement shall require the City, for a period of up to 10 years, to reimburse the Owner from the Development Impact Fees collected to fund Capital Improvements of the same type as the Capital Improvement constructed by the Owner. The City shall not reimburse an Owner out of the City's General Fund or any other City funds.

C. Maximum Credit and Reimbursement. In no event shall an Owner receive a credit and/or reimbursement in excess of the City's most recent estimated cost of constructing the Capital Improvement, or the portion of the Capital Improvement actually completed, by contract or by the City's own forces.

D. Credit and Reimbursement Policy. The City Council may, from time to time, adopt by resolution a Development Impact Fee Credit and Reimbursement Policy implementing the provisions of this section.

E. Execution of Agreements. The City Manager may approve and sign any agreements authorized by paragraphs A or B of this section, provided the agreement is consistent with this section any policy adopted by the City Council pursuant to paragraph D of this section.

3.44.090 Protests, Appeals and Audits

All protests, appeals, and audits shall be conducted in accordance with the procedures contained in the Mitigation Fee Act (Government Code Section 66020 et seq.).

RESOLUTION NO. 2013 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE "CITY OF WILDOMAR IMPACT FEE STUDY" AND ESTABLISHING NEW DEVELOPMENT IMPACT FEES APPLICABLE TO ALL DEVELOPMENT IN THE CITY OF WILDOMAR

WHEREAS, prior to incorporation, the County of Riverside ("County") previously recognized that there was insufficient funding to address the impacts of new development on certain capital facilities in the unincorporated areas of the County including the area that is now the City of Wildomar; and

WHEREAS, in order to address this shortfall, the County formulated a plan whereby a development impact fee would be assessed on new development and would be used to fund the necessary improvements for the infrastructure and public facilities within the unincorporated areas of the County; and

WHEREAS, on July 1, 2008 the City of Wildomar ("City") incorporated as a general law city; and

WHEREAS, on July 1, 2008, the City adopted the Ordinance No. 08-01 adopting all County Ordinances, including Year 2001 Development Impact Fee Ordinance (County Ordinance No. 659) that established development impact fees throughout the County; and

WHEREAS, the City Council desires to establish new development impact fees for the City that more accurately reflects the impacts of future development on certain capital facilities and improvements; and

WHEREAS, in August 2011 the City contracted with Colgan Consulting Corporation to complete an impact fee study report to analyzing the impacts of future development on certain public facilities and to calculate impact fees based on that analysis; and,

WHEREAS, Colgan Consulting prepared the "City of Wildomar Impact Fee Study" dated April 30, 2013 (the "DIF Study") attached hereto as Exhibit "A", which analyzes the impacts of new development on ten categories of public facilities and calculates the fees that should be imposed on new development to mitigate the impact the new development has on each category of public facilities (the "Impact Fees"); and

WHEREAS, in compliance with the Mitigation Fee Act (Government Code section 66000 et seq.), the City Council held a public hearing on the proposed Impact Fees at

its regular meeting on October 9, 2013. Notice of the public hearing was published on September 29, and October 5, 2013 in the Press Enterprise; and,

NOW, THEREFORE, the City Council of the City of Wildomar does hereby resolve as follows:

Section 1. CEQA Findings. The City Council hereby finds that the adoption of this Resolution is not subject to CEQA review pursuant to CEQA Guideline 15378(b)(4), which provides that the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project are not projects subject to CEQA review.

Section 2. Mitigation Fee Act Findings. As required by Government Code Section 66001(a), the City Council makes the following findings with respect to the Impact Fees:

A. The purpose of the Impact Fees is to prevent new development from reducing the quality and availability of public services provided to residents of the City by requiring new development to contribute to the cost of additional public facilities needed to meet the additional demands placed on public services by new development.

B. The Impact Fees will be used to construct public facilities and pay for other capital assets needed to serve new development. The DIF Study identifies the specific public facilities and other capital assets that will be funded by each category of Impact Fees.

C. Based on the information and analysis presented in the DIF Study, the City Council finds there is a reasonable relationship between the uses to which the Impact Fees will be put and the development projects on which the Impact Fees will be imposed. As specified in the DIF Study, the Impacts Fees will be used to fund street and intersection improvements, bridges and culverts, police facilities, a fire station and fire engine, a corporation yard facility, drainage improvements, and multi-purpose trails. These uses will serve all development within the City. In addition, the Impact Fees will fund new parks, a community center, and animal shelter facility usage. These uses will specifically benefit residential development, and thus the Impact Fees for these facilities will only be imposed on new residential development.

D. Based on the information and analysis presented in the DIF Study, the City Council finds there is a reasonable relationship between the need for the public facilities that will be funded by the Impact Fees and the type of development projects on which the Impact Fees will be imposed. Specifically, all new development places demands on streets and intersections, police and fire services, drainage, trails and the City Hall and City's corporation yard. Therefore all new all new development should contribute toward the cost of the public facilities and equipment needed to provide these services and infrastructure to the development. In addition, residential development places demands on parks, community centers, and animal shelters, and therefore only residential

development should be required to contribute toward the facilities and equipment needed to provide these services.

Section 3. Adoption of DIF Study. The DIF Study attached as Exhibit "A" is hereby approved and adopted.

Section 4. Adoption of Impact Fees. The Impact Fee Schedule, attached hereto as Exhibit "B", is adopted.

Section 5. Facilities to be Funded by Impact Fees. As required by Government Code Section 66001(a)(2), the City Council determines that the DIF Study identifies the public facilities that are to be financed by the DIFs.

Section 6. Impact Fee Credit & Reimbursement Policy. The Impact Fee Credit and Reimbursement Policy attached hereto as Exhibit "C" is adopted.

Section 7. Effective Date. This resolution shall become effective on January 1, 2014.

PASSED, APPROVED AND ADOPTED this 9th day of October, 2013.

_____
Timothy Walker, Mayor

ATTEST:

_____
Debbie A. Lee, CMC, City Clerk

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

Exhibit A
2013 DIF STUDY

City of Wildomar

Impact Fee Study Report

Final Draft: April 30, 2013

Prepared by:

Colgan Consulting Corporation
3323 Watt Avenue # 131
Sacramento, CA 95821

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Executive Summary

The City of Wildomar retained Colgan Consulting Corporation to prepare this impact fee study update to analyze the impact of future development on certain capital facilities and to calculate impact fees based on that analysis. The methods used to calculate impact fees in this study are intended to satisfy all legal requirements of the U. S. Constitution, the California Constitution, the California Mitigation Fee Act (Government Code §§ 66000 *et seq*.) , and where applicable, the Quimby Act (Government Code § 66477) .

Organization of the Report

Chapter 1 of this report provides an overview of impact fees. It discusses legal requirements for establishing and imposing such fees, as well as methods used in this study to calculate the fees.

Chapter 2 contains information on existing and future development used in this report, and organizes that data in a form that can be used in the impact fee analysis. Projections of future development shown in Chapter 2 are based on a GIS analysis of General Plan land use designations for undeveloped land in the study area, which is the area within the existing City limits.

Chapters 3 through 12 show the impact fee calculations for specific facility types. The type of facilities addressed in each of those chapters is indicated below:

Chapter 3.	Street and Intersections	Chapter 8.	City Hall
Chapter 4.	Police Facilities	Chapter 9.	Animal Shelter
Chapter 5.	Fire Protection Facilities	Chapter 10.	Corporation Yard
Chapter 6.	Parks	Chapter 11.	Drainage Improvements
Chapter 7.	Community Centers	Chapter 12.	Multi-Purpose Trails

Each of the impact fee chapters documents the data and methodology used to calculate impact fees for a particular type of facility, as well as the nexus between development and the need for the facilities to be paid-for by the impact fees.

Chapter 13 discusses implementation of the impact fee program, including legal requirements for enacting and implementing the impact fee program under California law.

Future Development

Forecasts of future development for this study are intended to represent all additional development potential for undeveloped land in the City under the current General

Plan. When Wildomar incorporated in 2008, the City adopted the Riverside County General Plan as it applies to the area within the City.

Using data from the Land Use Element of the General Plan, Chapter 2 of this report forecasts that full buildout of undeveloped land in the City would result in increases of 60% in population, 129% in total vehicle trips, and 226% in employment from current levels in the City. Those figures provide some perspective on the need for future investment by the City in additional capital facilities and infrastructure to support future development.

Another way of looking at those numbers is that current development represents about 63% of projected buildout population, 44% of buildout vehicle trips, and 31% of buildout employment.

Impact Fee Analysis

Each type of facility addressed in this report is analyzed in a separate chapter. In each case, the relationship between development and the need for facilities is quantified in a way that allows the impact of development on facility needs to be measured. Impact fees calculated in this report are based on the capital cost of facilities needed to serve future development.

Impact fees calculated in this study are summarized in Table ES.1 on page ES-8 of this Executive Summary. The following paragraphs briefly discuss factors considered in the fee calculations for each facility type.

Street and Intersection Improvements. Street and intersection improvement projects needed to support future development were identified by the Wildomar Public Works Department based on the Circulation Element of the General Plan. Improvements designated for funding by the Western Riverside County Council of Government (WRCOG) Transportation Uniform Mitigation Fee (TUMF) are excluded from the impact fee calculations.

The City has determined that there are no existing deficiencies in the portion of the street system to be funded by the City's impact fees, so all of the arterial street and intersection improvements shown in this report are needed to serve future development.

Only a portion of the cost of future street improvements is covered by impact fees. On all arterial streets covered by the impact fee program, the two lanes adjacent to the center of the street will be treated as required project improvements which are necessary to provide access to abutting properties. That means developers of properties fronting on such streets will be required to provide those improvements as a condition of project approval. The cost of additional lanes, as well as frontage improvements (e.g., curb, gutter, and sidewalk), will be covered by the impact fees.

Costs for future street and intersection improvements are allocated to future development based on the number of trips added by each type of development. Then, costs allocated to Public and Institutional development are reallocated to residential development. Those costs are reallocated because the City cannot collect impact fees from most of the development in the Public/Institutional category. Since development in that category (e.g., public schools) largely serves residential development, it is reasonable to reallocate those costs to residential development.

Eligible improvement costs for each development type are divided by the additional vehicle trips generated by that development types to establish a cost per trip. Then the cost per trip is multiplied by the number of trips per unit for each type of development to arrive at a fee per unit. The proposed impact fees for street and intersection improvements are shown in Table ES.1 on page ES-8.

Police Facilities. Impact fees for police facilities address the need for future space in those facilities to serve new development. This report estimates the amount of space in the Riverside County Sheriff's Department Lake Elsinore Station currently devoted to serving Wildomar, and calculates the cost of future space needed to maintain the current ratio of facility space to service population through buildout.

Service population is used as a measure of the demand for law enforcement services, as well as several other types of services provided by the City. Service population combines resident population and employees and (See Chapter 2 for a more detailed discussion of service population.)

Costs for future police facilities are allocated to future development based on the service population added by each type of development. Next, costs allocated to Public and Institutional development are reallocated to residential development, as discussed in the previous paragraph. Then the share of costs allocated to each type of development is divided by the service population associated with that type of development to derive a cost per capita.

Finally, the cost per capita is multiplied by the number of residents or employees per unit for each type of development to determine the impact fee per unit for that type of development. The proposed police impact fees are shown in Table ES.1 on page ES-8.

Fire Protection Facilities. Impact fees for fire protection facilities are based on the cost of one additional fire station in the City, plus the cost of one new Type I fire engine. The City has one existing fire station, and the Riverside County Fire Department has determined that one additional fire station will be needed to serve the City at buildout.

Because the existing service population and the service population associated with future development are roughly equal, it is reasonable to assign the entire cost of the new fire station and fire engine to future development in the impact fee analysis.

As with the Police impact fees, costs for future fire protection facilities are allocated to future development based on the amount of service population added by each type of development. Next, costs allocated to Public and Institutional development are reallocated to residential development, as discussed previously. Then the share of cost allocated to each type of development is divided by the service population associated with that type of development to derive a cost per capita.

Finally, the cost per capita is multiplied by the number of residents or employees per unit for each type of development to determine the impact fee per unit for that type of development. The proposed fire impact fees are shown in Table ES.1 on page ES-8.

Fees in Lieu of Park Land Dedication and Park Impact Fees. The Quimby Act, which is part of California's Subdivision Map Act, authorizes the City to require developers of residential subdivisions to dedicate land for parks or to pay fees in lieu of dedication. The basic standard for determining the dedication or in-lieu fee requirement is 3.0 acres of park land per thousand new residents. That standard applies, even if, as is the case in Wildomar, the existing ratio of park land to population is less than 3.0 acres per thousand.

To calculate park in-lieu fees per unit of development, the estimated per-acre cost of acquiring park land is divided by 1,000, and the result is multiplied by the population per unit for each type of residential development. Park in-lieu fees apply to residential development only.

Because "Quimby" in-lieu fees apply only to subdivisions, this study proposes that the City enact park impact fees, equal to the in-lieu fees, that would apply to any residential development not involving a subdivision (e.g. development on existing lots). These in-lieu/impact fees would apply only to residential development. The proposed park in-lieu/impact fees are shown in Table ES.1 on page ES-8.

Community Centers. Fees calculated in this study for community center facilities are based on a level of service standard of 0.4 square feet per resident, which means a facility of 20,745 square feet would be needed to serve the entire City at buildout. The estimated cost of that facility, in current dollars, is $7.9 million.

Because the City has no existing community centers, the proposed facility would serve both existing and future development. Consequently, impact fees paid by future development would cover only about $2.9 million of the total cost. The remaining $5 million would have to be funded from other sources of revenue.

To calculate impact fees for community centers, the total cost of the facility is divided by the expected population of the City at buildout to derive a cost per capita. Then the cost per capita is multiplied by the population per dwelling unit for each type of residential development to determine the impact fee per unit. The impact fees for community

centers would apply only to residential development. The proposed impact fees are shown in Table ES.1 on page ES-8.

City Hall. Fees calculated in this study for a future City Hall are based on a level of service standard of 0.25 square feet per capita of service population, which means a facility of about 20,400 square feet would be needed to serve the entire City at buildout. The estimated cost of that facility, in current dollars, is $9.1 million.

Because Wildomar has no existing City-owned City Hall, the proposed facility would serve both existing and future development. Consequently, impact fees paid by future development would cover only about $4.5 million of the total cost. The remaining $4.6 million would have to be funded from other sources of revenue.

To calculate impact fees for City Hall, the total cost of the facility is divided by the expected service population of the City at buildout to derive a cost per capita. Then the cost per capita is multiplied by the service population per unit of development for each type of development to determine the impact fee per unit. The proposed City Hall impact fees are shown in Table ES.1 on page ES.7.

Animal Shelter. Impact fees for the Animal Shelter are calculated so that they cover new development's share of Wildomar's share of the capital cost of the regional animal shelter. Wildomar's share of the capital cost is calculated in this report as the present value of the City's past and future principal and interest payments on the debt issued by the joint powers authority to fund construction of the animal shelter.

That method incorporates financing costs into the impact fees and shows Wildomar's total cost to be $4.2 million. New development's share of that cost is slightly less than $1.6 million. Part of the cost of the animal shelter has already been repaid. The estimated present value of future debt service to be funded from other sources of revenue is almost $2 million.

The animal shelter is assumed to meet the City's needs to buildout and will serve both existing and future development. This study assumes that the need for the animal shelter is created by residential development only, so the City's cost is divided by the buildout population to establish a cost per capita. Then the cost per capita is multiplied by the population per dwelling unit for each type of residential development to determine the impact fee per unit. The proposed impact fees are shown in Table ES.1 on page ES-8.

Corporation Yard. Fees calculated in this study for a future corporation yard are based on cost estimates for a very basic facility to support the City's maintenance activities and provide for material storage. The components of that facility are shown in Chapter 10. The estimated cost of that facility, in current dollars, is $1.8 million.

Because Wildomar has no existing corporation yard, the proposed facility would serve both existing and future development. Impact fees paid by future development would cover a bit less than $900,000. The remaining cost would have to be funded from other sources of revenue.

As with the some other types of impact fees discussed above, new development's share of the cost of the corporation yard is allocated to future development based on the amount of service population added by each type of development. Next, costs allocated to Public and Institutional development are reallocated to residential development, as discussed previously. Then the share of cost of allocated to each type of development is divided by the service population associated with that type of development to derive a cost per capita.

Finally, the cost per capita is multiplied by the number of residents or employees per unit for each type of development to determine the impact fee per unit for that type of development. The proposed corporation yard impact fees are shown in Table ES.1 on page ES-8.

Drainage Improvements. Fees calculated in this study for drainage improvements are based on current cost estimates for future drainage improvements, based on three master drainage plans that cover parts of Wildomar.

Drainage impact fees are calculated based on the estimated amount of impervious surface area (ISA) added by each type of development. The addition of impervious surfaces, such as rooftops and paving increases the amount of stormwater runoff that must be accommodated by the drainage system.

For purposes of calculating impact fees for drainage improvements, residential development is broken down into nine separate density categories. That is a more detailed breakdown than is used for other impact fees calculated in this report because residential development on larger lots is likely to add greater amounts of ISA per unit.

The total cost of the drainage improvements is allocated to various categories of development in proportion to the amount of ISA added by each category. Then, as with some other types of impact fees discussed above, the costs attributed to development in the Public Facilities category is reallocated to various categories of residential development. And finally, the costs for each category are divided by the number of units of future development in that category, to arrive at an impact fee per unit.

The proposed drainage impact fees shown in Table ES.1 on page ES-8, does not include a complete breakdown of the fees for residential development. That breakdown is shown in Table 11.4 in Chapter 11.

Multi-Purpose Trails. Fees calculated in this study for multi-purpose trails are based on future development's proportionate share of the estimated cost of planned future trails. The cost of those trail improvements is allocated to various categories of development in proportion to the service population associated with each category.

Then, as with some other types of impact fees discussed above, the costs attributed to development in the Public Facilities category is reallocated to various categories of residential development. And finally, the costs for each category are divided by the number of units of development in that category at buildout, to arrive at an impact fee per unit. The proposed impact fees for multi-purpose trails are shown in Table ES.1 on the next page.

The total cost of planned future trails is estimated at $17.8 million, and future development's share is $8.8 million. Future trail development costs not covered by impact fees would be approximately $9 million.

Recovery of Study Costs

As discussed in Chapter 13, Colgan Consulting recommends that agencies charging impact fees increase the fees by a small percentage to recover the cost fee administration and periodic impact fee studies fee.

One method that can be used for allocating the cost of fee study updates to impact fees is to divide those costs by the amount of revenue that will be generated by impact fees in a certain period. Normally, we would recommend a five-year time frame. However, in light of uncertainty regarding the timing of an economic recovery, and the possibility that development may be unusually slow over the next five years, we believe that approach needs to be modified to take a longer view.

This report projects the total revenue that will be collected through buildout of the City, assuming that: (1) development occurs as anticipated in the current general plan; and, (2) the impact fees are adjusted annually to keep pace with changes in the costs underlying the impact fee calculations. That projected revenue is $103,664,421 million (see Table ES-3).

The City anticipates that buildout will occur within approximately 20 years, and the impact fees will need to be recalculated about every five years. So over that period of time, the City would have to pay for three impact fee studies, in addition to this one. The estimated cost of those studies is $180,000. In addition annual administration costs estimated at $16,000 would total $320,000.

Using those assumptions, it is possible to calculate the City's average percentage cost of impact fee studies over the next 20 years. The total cost over the next 20 years would be $500,000 in current dollars

Dividing $500,000 by $103,664,421 equals 0.0048, so the fees calculated in this study would have to be increased by 0.48% to recover the cost of impact fee administration and impact fee studies over the next 20 years. Table ES.1, below, shows an administrative cost adjustment, based on that factor.

Impact Fee Summary

Table ES.1 summarizes the impact fees calculated in this report. Fees shown in Table ES.1 are for one unit of development by development type. The study cost adjustment shown at the bottom of the table is the amount by which the fees are increased to cover the cost of fee administration and future impact fee studies.

Table ES-1: Summary of Impact Fees Calculated in This Study

Impact Fee Type	Residential Single-Family	Residential Multi-Family	Commercial	Office	Industrial/ Business Park
Development Units>>	DU [1]	DU [1]	KSF [1]	KSF [1]	KSF [1]
Streets/Intersections	$ 2,356.50	$ 1,654.72	$ 7,213.80	$ 1,654.72	$ 835.27
Police Facilities	$ 225.36	$ 159.93	$ 151.30	$ 194.81	$ 87.02
Fire Protection	$ 434.72	$ 308.51	$ 291.87	$ 375.80	$ 167.86
Parks	$ 418.50	$ 297.00	$ 0.00	$ 0.00	$ 0.00
Community Centers	$ 470.12	$ 333.63	$ 0.00	$ 0.00	$ 0.00
Animal Shelter	$ 249.15	$ 176.82	$ 0.00	$ 0.00	$ 0.00
City Hall	$ 380.98	$ 270.38	$ 255.79	$ 329.35	$ 147.11
Corporation Yard	$ 75.67	$ 53.70	$ 50.80	$ 65.41	$ 29.22
Drainage [2]	$ 1,373.79	$ 863.52	$ 1,274.81	$ 1,062.76	$ 910.61
Multi-Purpose Trails	$ 750.25	$ 532.44	$ 503.72	$ 648.56	$ 289.69
Total Fees	**$ 6,735.04**	**$ 4,650.65**	**$ 9,742.09**	**$ 4,331.41**	**$ 2,466.78**
Admin Cost Adjustment [3]	$ 32.48	$ 22.43	$ 46.99	$ 20.89	$ 11.90
Adjusted Total Fees	**$ 6,767.52**	**$ 4,673.09**	**$ 9,789.08**	**$ 4,352.30**	**$ 2,478.68**

[1] DU = dwelling unit; KSF = 1,000 gross square feet of building area

[2] Single family residential drainage fees vary with density; fee shown is for medium-high density; for a complete breakdown of drainage fees for residential development, see Table 11.4

[3] Adjustment for administration and study costs = total fees X 0.0048

Table ES.2 on the next page shows the City's existing impact fees. Because of some differences in fee structure, some of the proposed fees cannot be compared directly with existing fees.

Exhibit A
2013 DIF STUDY

Table ES-2: Summary of Existing Impact Fees [1]

Impact Fee Type	Residential Single-Family	Residential Multi-Family	Commercial	Industrial
Development Units>>	DU [2]	DU [2]	KSF [2,3]	KSF [2,3]
Streets/Signals	$ 969.00	$ 812.00	$ 827.82	$ 389.90
Police Facilities	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fire Protection	$ 705.00	$ 590.00	$ 448.03	$ 133.44
Regional Parks	$ 563.00	$ 472.00	$ 232.23	$ 61.77
Community Centers	$ 65.00	$ 55.00	$ 0.00	$ 0.00
Public Facilities [4]	$ 1,207.00	$ 1,011.00	$ 474.10	$ 139.15
Regional MP Trails	$ 316.00	$ 264.00	$ 116.25	$ 34.62
Library Books	$ 341.00	$ 286.00	$ 0.00	$ 0.00
Drainage	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fee Program Admin	$ 55.00	$ 46.00	$ 20.94	$ 6.43
Total	**$ 4,221.00**	**$ 3,536.00**	**$ 2,098.44**	**$ 758.89**

1 Existing impact fees based on current Riverside County impact fees updated in 2006

2 DU = dwelling unit; KSF = 1,000 gross square feet of building area

3 Existing non-residential fees have been converted from acres to KSF

4 Public facilities includes the animal shelter

Table ES.3 shows the projected revenue to buildout for each type of impact fee calculated in this report. It also shows the cost that will not be covered by impact fees.

Table ES-3: Summary of Projected Revenue

Impact Fee Type	Projected Revenue [1]	Cost Not Covered by Impact Fees [2]
Streets/Intersections	$ 54,758,792	$ 0
Police Facilities	$ 2,638,704	$ 0
Fire Protection	$ 5,090,130	$ 0
Parks	$ 2,612,588	$ 0
Community Centers	$ 2,934,834	$ 4,930,358
Animal Shelter	$ 1,555,383	$ 1,974,174
City Hall	$ 4,460,910	$ 4,602,302
Corporation Yard	$ 885,997	$ 914,052
Drainage	$ 19,942,710	$ 0
Multi-purpose Trails	$ 8,784,373	$ 9,062,751
	$ 103,664,421	**$ 21,483,638**

1 Projected revenue to buildout from Chapters 3 through 12

2 Additional capital needed to fund costs not covered by the impact fees

Chapter 1
Introduction

The City of Wildomar has retained Colgan Consulting Corporation to prepare this study to analyze the impacts of development on the City's capital facilities needs, and to calculate development impact fees based on that analysis. Upon incorporation in 2008, the City adopted the Riverside County impact fees that were in place at that time. Those fees are still in effect. This study is the first impact fee study prepared specifically for the City of Wildomar.

The methods used to calculate impact fees in this study are intended to satisfy all legal requirements governing such fees, including provisions of the U. S. Constitution, the California Constitution, the California Mitigation Fee Act (Government Code Sections 66000 *et seq*.) and, where applicable, the Quimby Act (Government Code Section 66477).

Legal Framework

This brief summary of the legal framework for development impact fees is intended as a general overview. It was not prepared by an attorney, and should not be treated as a legal opinion.

U. S. Constitution. Like all land use regulations, development exactions, including impact fees, are subject to the Fifth Amendment prohibition on taking of private property for public use without just compensation. Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against "regulatory takings." A regulatory taking occurs when regulations unreasonably deprive landowners of property rights protected by the Constitution.

To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest, and must not deprive the owner of all economically viable use of the property. In the case of impact fees, the govern-ment's interest is in protecting public health, safety, and welfare by ensuring that development is not detrimental to the quality and availability of essential public services provided to the community at large.

Impact fees are not subject to the same level of judicial scrutiny as exactions involving the dedication of land or an interest in land, or a fee imposed as a condition of approval on a single development project. In those cases, heightened scrutiny applies, and a higher standard must be met. The U. S. Supreme Court has found that a government agency must demonstrate an "essential nexus" between such exactions and the interest being protected (see *Nollan v. California Coastal Commission,* 1987). The agency must also demonstrate that the exaction imposed is "roughly proportional" to the burden created by development (see *Dolan v. City of Tigard,* 1994).

A local legislative body is accorded considerable discretion by the courts when enacting impact fees that apply to all development projects in its jurisdiction. However, even where heightened scrutiny does not apply, an agency enacting impact fees should take care to demonstrate a nexus and ensure proportionality in the calculation of its fees.

California Constitution. The California Constitution grants broad police power to local governments, including the authority to regulate land use and development. That police power is the source of authority for imposing impact fees on development to pay for infrastructure and capital facilities. Some impact fees have been challenged on grounds that they are special taxes imposed without voter approval in violation of Article XIIIA.

However, that objection is valid only if the fees exceed the cost of providing capital facilities needed to serve new development. If that were the case, then the fees would also run afoul of the U. S. Constitution and the Mitigation Fee Act. Articles XIIIC and XIIID, added by Proposition 218 in 1996, require voter approval for some "property-related fees," but exempt the imposition of fees or charges as a condition of property development.

The Mitigation Fee Act. California's impact fee statute originated in Assembly Bill 1600 during the 1987 session of the Legislature, and took effect in January, 1989. AB 1600 added several sections to the Government Code, beginning with Section 66000. Since that time the impact fee statute has been amended from time to time, and in 1997 was officially titled the "Mitigation Fee Act." Unless otherwise noted, code sections referenced in this report are from the Government Code.

The Act does not limit the types of capital improvements for which impact fees may be charged. It defines public facilities very broadly to include "public improvements, public services and community amenities." Although the issue is not specifically addressed in the Mitigation Fee Act, other provisions of the Government Code (see Section 65913.8), as well as case law, prohibit the use of impact fees for maintenance or operating costs. Consequently, the fees calculated in this report are based on capital costs only.

The Mitigation Fee Act does not use the term "mitigation fee" except in its official title. Nor does it use the more common term "impact fee." The Act simply uses the word "fee," which is defined as "a monetary exaction, other than a tax or special assessment,...that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project ...." To avoid confusion with other types of fees, this report uses the widely-accepted term "impact fee," which should be understood to mean "fee" as defined in the Mitigation Fee Act.

The Mitigation Fee Act contains requirements for establishing, increasing and imposing impact fees. They are summarized below. It also contains provisions that govern the collection and expenditure of fees and require annual reports and periodic re-evaluation

of impact fee programs. Those administrative requirements are discussed in the Implementation Chapter of this report.

Required Findings. Section 66001 requires that an agency establishing, increasing or imposing impact fees, must make findings to:

1. Identify the purpose of the fee;
2. Identify the use of the fee; and,
3. Determine that there is a reasonable relationship between:
    a. The use of the fee and the development type on which it is imposed;
    b. The need for the facility and the type of development on which the fee is imposed; and
    c. The amount of the fee and the facility cost attributable to the development project. (Applies when fees are imposed on a specific project.)

Each of those requirements is discussed in more detail below.

Identifying the Purpose of the Fees. The broad purpose of impact fees is to protect public health, safety and general welfare by providing for adequate public facilities. The specific purpose of the fees calculated in this study is to fund construction of certain capital improvements identified in this report. Those improvements will be needed to mitigate the impacts of planned new development on City facilities, and maintain an acceptable level of public services as the City grows.

Identifying the Use of the Fees. According to Section 66001, if a fee is used to finance public facilities, those facilities must be identified. A capital improvement plan may be used for that purpose, but is not mandatory if the facilities are identified in a General Plan, a Specific Plan, or in other public documents. In this case, we recommend that the City Council adopt this report as the document that identifies the facilities to be funded by the fees.

Reasonable Relationship Requirement. As discussed above, Section 66001 requires that, for fees subject to its provisions, a "reasonable relationship" must be demonstrated between:

1. the use of the fee and the type of development on which it is imposed;
2. the need for a public facility and the type of development on which a fee is imposed; and,
3. the amount of the fee and the facility cost attributable to the development on which the fee is imposed.

These three reasonable relationship requirements as defined in the statute mirror the nexus and proportionality requirements widely considered the standard for defensible impact fees. The term "dual rational nexus" is often used to characterize the standard used by courts in evaluating the legitimacy of impact fees.

The "duality" of the nexus refers to (1) an impact or need created by a development project subject to impact fees, and (2) a benefit to the project from the expenditure of the fees. Although proportionality is reasonably implied in the dual rational nexus formulation it was explicitly required by the Supreme Court in the *Dolan* case, and we prefer to list it as the third element of a complete nexus.

Demonstrating an Impact. All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy the additional demand, the quality or availability of public services for the entire community will deteriorate. Impact fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is occasioned by the development project subject to the fees.

The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate impacts created by the development projects upon which they are imposed. In this study, the impact of development on facility needs is analyzed in terms of quantifiable relationships between various types of development and the demand for public facilities, based on applicable level-of-service standards. This report contains all of the information needed to demonstrate this element of the nexus.

Demonstrating a Benefit. A sufficient benefit relationship requires that impact fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be spent in a timely manner and facilities funded by the fees must serve the development projects paying the fees. Nothing in the U.S. Constitution or California law requires that facilities paid for with impact fee revenues be available exclusively to developments paying the fees.

Procedures for earmarking and expenditure of fee revenues are mandated by the Mitigation Fee Act, as are procedures to ensure that the fees are expended expeditiously or refunded. Those requirements are intended to ensure that developments benefit from the impact fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. Proportionality in impact fees depends on properly identifying development-related facility costs and calculating the fees in such a way that the impact of development is reflected in the allocation of those costs. In calculating impact fees, costs for development-related facilities must be allocated in proportion to the facility needs created by different types and quantities of development. The section on impact fee methodology, below, describes methods used to allocate facility costs and calculate impact fees that meet the proportionality standard.

Impact Fees for Existing Facilities. It is important to note that impact fees may be used to pay for existing facilities, provided that those facilities are needed to serve additional development and have the capacity to do so, given relevant level-of-service standards. In other words, it must be possible to show that the fees meet the need and benefit elements of the nexus.

Development Agreements and Reimbursement Agreements. The requirements of the Mitigation Fee Act do not apply to fees collected under development agreements (see Govt. Code § 66000) or reimbursement agreements (see Govt. Code § 66003). The same is true of fees in lieu of park land dedication imposed under the Quimby Act (see Govt. Code § 66477).

Existing Deficiencies. In 2006, Section 66001(g) was added to the Mitigation Fee Act (by AB 2751) to prohibit impact fees from including costs attributable to existing deficiencies in public facilities. The legislature's intent in adopting this amendment, as stated in the bill, was to codify the Holdings of Bixel v. City of Los Angeles (1989), Rohn v. City of Visalia (1989), and Shapell Industries Inc. v. Governing Board (1991). That amendment does not appear to be a substantive change. It is widely understood that other provisions of law make it improper for impact fees to include costs for correcting existing deficiencies.

Impact Fee Calculation Methodology

Any one of several legitimate methods may be used to calculate impact fees. The choice of a particular method depends primarily on the service characteristics and planning requirements for the facility type being addressed. Each method has advantages and disadvantages in a particular situation. To some extent they are interchangeable, because they all allocate facility costs in proportion to the needs created by development.

Reduced to its simplest terms, the process of calculating impact fees involves two steps: determining the cost of development-related capital improvements, and allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many factors involved in defining the relationship between development and the need for facilities.

Allocating facility costs to various types and amounts of development is central to all methods of impact fee calculation. Costs are allocated by means of formulas that quantify the relationship between development and the need for facilities. In a cost allocation formula, the impact of development is measured by a "demand variable," which is an attribute of development that represents the facility needs created by different types and amounts of development. Different variables are used in analyzing different types of facilities. Specific demand variables used in this study are discussed in more detail in subsequent chapters.

The following paragraphs discuss three general approaches to calculating impact fees and how they can be applied.

Plan-Based or Improvements-Driven Method. Plan-based impact fee calculations are based on the relationship between a specified set of improvements and a specified increment of development. The improvements are typically identified by a facility plan, while the development is identified by a land use plan that identifies potential development by type and quantity.

With the plan-based approach, facility costs are allocated to various categories of development in proportion to the amount of development and the relative intensity of demand in each category. To calculate impact fees using this approach, it is necessary to define an end point or "buildout" condition for development, and to determine what facilities will be needed to serve the additional development that occurs from the time of the analysis to buildout. Buildout is a hypothetical condition in which undeveloped land encompassed by the study has been developed to its expected intensity.

Under this approach, the total cost of eligible facilities is divided by the total units of additional demand (based on the demand variable) to calculate a cost per unit of demand. Then, the cost per unit of demand is multiplied by the units of demand per unit of development (e.g., dwelling units or square feet of building area) in each category to arrive at a cost per unit of development. This method is somewhat inflexible in that it is based on the relationship between a particular facility plan and a particular land use plan. If either plan changes significantly, the fees should be recalculated.

Capacity-Based or Consumption-Driven Method. This method calculates a cost per unit of capacity based on the relationship between total cost and total capacity of a system. It can be applied to any type of development, provided the capacity required to serve each increment of development can be estimated and the facility has adequate capacity available to serve the development. Since the fee calculation does not depend on the type or quantity of development to be served, this method is flexible with respect to changing development plans.

Under this method, the cost of unused capacity is not allocated to development. Capacity-based fees are most commonly used for water and wastewater systems, where the cost of a system component is divided by the capacity of that component to derive a unit cost. To produce a schedule of impact fees based on standardized units of development (e.g. dwelling units or square feet of non-residential building area), the cost per unit of capacity is multiplied by the amount of capacity required to serve a typical unit of development in each of several land use categories.

Standard-Based or Incremental Expansion Method. Standard-based fees are calculated using a specified relationship or standard that determines the number of demand units to be provided for each unit of development. The standard can be established as a matter of policy or it can be based on the level of service being provided to existing devel-

opment in the study area. Using the standard-based method, costs are defined on a generic unit-cost basis and then applied to development according to a standard that sets the amount of service or capacity to be provided for each unit of development.

The standard-based method is useful where facility needs are defined directly by a service standard, and where unit costs can be determined without reference to the total size or capacity of a facility or system. Parks fit that description. It is common for cities or counties to establish a service standard for parks in terms of acres per thousand residents. In addition, the cost per acre for parks can usually be estimated without knowing the size of a particular park or the total acreage of parks in the system.

This approach is also useful for facilities such as libraries, where it is possible to estimate a generic cost per square foot before a building is actually designed. One advantage of the standard-based method is that a fee can be established without committing to a particular size of facility, and facility size can be adjusted based on the amount of development that actually occurs.

Facilities Addressed by this Study

Impact fees for the following types of facilities are addressed in this report:

- Street and Intersection Improvements
- Police Facilities
- Fire Protection Facilities and Equipment
- Park Land and Improvements
- Community Centers
- City Hall
- Corporation Yard
- Animal Shelter
- Drainage Improvements
- Multi-purpose Trails

The impact fee analysis for each facility type is presented in a separate chapter of this report, beginning with Chapter 3. The next chapter, Chapter 2, contains data on development and service demand in the study area.

Chapter 2
Land Use and Development Data

Both existing and planned development must be addressed as part of the analysis required to support the calculation of impact fees. This chapter of the report organizes and correlates information on existing and planned development to provide a framework for the impact fee analysis contained in subsequent chapters of the report.

The information in this chapter forms a basis for establishing levels of service, analyzing facility needs, and allocating the cost of capital facilities between existing and future development and among various types of new development.

Data on existing and future development in Wildomar are based on GIS analysis of Riverside County Assessor's parcel data files, which include land use designations from the City's General Plan. (Upon incorporation in 2008, Wildomar adopted the land use provisions of the Riverside County General Plan.)

Existing land uses are classified using Assessors land use codes for currently developed properties. Future land uses are classified using General Plan land use designations for undeveloped properties.

Because Wildomar was incorporated so recently, information on the history of growth for the area now within the City is limited and detailed demographic information is not readily available. Some information is available from the 2010 Census, but much detailed Census data was not released in time to be used in this analysis. As a result, certain factors used in the calculation of impact fees (e.g., the number of persons per household for residential development types) must be estimated.

Study Area and Time Frame

The study area for the impact fee analysis is the area within the existing boundaries of the City of Wildomar. The timeframe for this study extends from the present to buildout of all land designated for development within the study area.

The term "buildout" is used to describe a hypothetical condition in which all currently undeveloped land in the study area has been developed as indicated in the Land Use Element of the General Plan, including the General Plan Land Use Map.

The time required for buildout will depend on the rate at which development occurs. However, the rate of development does not enter into the impact fee analysis. For purposes of calculating administrative costs in the Executive Summary, this study uses a 20-year buildout period.

Development Types

The development types used in this study are listed below.

- Single-Family Residential
- Multi-Family Residential
- Commercial
- Office
- Industrial/Business Park
- Public Facilities

Single-Family Residential. In this report, the Single-family Residential development type includes conventional detached units and mobile/manufactured homes on individual lots. (Almost one-third of Wildomar's existing dwellings are manufactured units.) Future development in this category includes residential development at densities up to and including medium-high density (5-8 units per acre).

Multi-Family Residential. The Multi-family Residential development type includes all attached residential. Future development in this category includes residential development at densities greater than eight units per acre, including residential development in the Mixed Use Planning Area (MUPA).

Commercial. The Commercial development type includes all types of commercial development commercial except office development. Future development in this category includes any development in areas designated for Commercial Retail uses, as well as non-residential development in the Mixed Use Planning Area (MUPA).

Office. The Office development type includes development in areas designated for Commercial Office uses.

Industrial/Business Park. The Industrial/Business Park development type includes light industrial, warehousing, and business park development. Future development in this category includes any development in areas designated for Light Industrial and Business Park uses. To estimate vehicle trip generation from future development in this category, this study assumes a mix of 50% light industrial and 50% business park uses.

Public Facilities. The public facilities category includes government facilities, schools, hospitals and similar public or quasi-public uses. Parks and open space are not included in this category because they create little or no demand for the facilities addressed in this report.

Units of Development

In this study, quantities of existing and planned development are measured in terms of certain units of development. Those units are discussed below.

Acreage. Land area is a fundamental attribute of all types of development. Gross acreage, representing the acreage of a development site before street right-of-way is dedicated, is used in this study as a measure of land area for all development types.

Dwelling Units. The dwelling unit (DU) is the most commonly used measure of residential development, and is the standard unit for residential development in this study.

Building Area. For private non-residential development, gross building area in thousands of square feet (KSF) is used as the standard unit of development.

The relationship between acreage and the other units of development discussed above can be defined as follow:

Residential Density. The relationship between dwelling units and acreage is referred to as "density," and is defined by the average number of dwelling units per acre for a particular type of residential development. The inverse of density is acres per dwelling unit. For example, single family residential development might have a density of 4.0 dwelling units per acre, which equates to 0.25 acres per dwelling unit.

Floor Area Ratio. Floor area ratio (FAR) is a factor that represents the relationship between building area and site area for non-residential development. For example, a FAR of 0.25 : 1 (commonly expressed 0.25) indicates that building floor area equals 25% of site area. Translated into square feet, for a floor area ratio of 0.25, each acre (43,560 square feet) of site area would convert to 10,890 (43,560 x 0.25) square feet or 10.89 KSF of building area.

Demand Variables

In calculating impact fees, the relationship between facility needs and development must be quantified in cost allocation formulas. Certain measurable attributes of development (e.g., population, vehicle trip generation) are used in those formulas to reflect the impact of different types and amounts of development on the demand for specific public services and the facilities that support those services.

Those attributes are referred to in this study as "demand variables." Demand variables are selected either because they directly measure service demand created by various types of development, or because they are reasonably correlated with that demand.

For example, the service standard for parks in a community is typically defined as a ratio of park acreage to population. As population grows, more parks are needed to

maintain the desired standard. Logically, then, population is an appropriate yardstick or demand variable for measuring the impacts of development on the need for additional parks.

Similarly, the need for capacity in a street system depends on the volume of traffic the system must handle. Thus the vehicle trip generation rate (the number of vehicle trips generated by each unit of development per day) is an appropriate demand variable to represent the impact of development on the street system.

Each demand variable has a specific value per unit of development for each type of development. Those values may be referred to as *demand factors.* For example, according to the Institute of Transportation Engineers (ITE) trip generation manual, a single-family detached dwelling unit generates an average of 9.57 vehicle trips each weekday.

On that basis, the traffic impact factor for single-family residential development is 9.57 trips per day per dwelling unit. Other land use categories have different impact factors. Some of the impact factors used in this study are based on widely-accepted standards (e.g., trip generation rates), while others are based on local conditions (e.g., population per dwelling unit).

Specific demand variables used in this study are discussed below. The values of demand factors used in this report are shown in Table 2.1 on page 2-5.

Resident Population. Resident population is used as a demand variable to calculate impact fees for facilities like parks that are intended to serve residents of the City. Resident population is tied to residential development, so this variable attributes no demand to non-residential development. Where the term "population" is used alone in this report, it refers to resident population. (See the discussion of service population, below.)

Service Population. The impact of development on some facilities addressed in this study is measured using "service population." Service population is a composite variable consisting of both residents and employees. Residents are included to reflect demand created by residential development. Employees of businesses in the City are included to reflect service demand created by non-residential development in general, not just the demand created by the employees themselves.

The use of service population in this report is similar to its use in the 2006 Riverside County Impact Fee Study on which Wildomar's current impact fees are based. However, the relative weights applied to components of service population in this study differ from the weights used in the Riverside County study.

Vehicle Trips. The impact of development on a City's street and highway system is often measured by the number of average daily vehicle trips (ADT) generated by devel-

opment. In this study, ADT is used to measure the impact of development on the City's street system, including roadways, intersections, bridges and traffic signals.

The trip generation rates used in this study are the same rates used in a 2010 study to update Riverside County's impact fees. As this is being written, the fees calculated in the 2010 update have not yet been adopted.

The ADT rates for residential development are taken directly from the Institute of Transportation Engineers (ITE) publication, *Trip Generation*, 7th edition. The ADT rates used for non-residential development are based on ITE rates, but have been adjusted by the Riverside County Transportation and Land Use Management Agency to reflect local conditions.

Table 2.1 on the next page shows the value of key factors used in this study.

Table 2.1: Key Factors Used in This Study

Development Type	Dev Units [1]	Fl Area Ratio [2]	Avg Units per Acre [3]	Svc Pop per Unit [4]	Trips per Unit [5]
Residential, Single-Family	DU	N/A	1.41	3.10	9.57
Residential, Multi-Family	DU	N/A	12.00	2.20	6.72
Commercial	KSF	0.25	10.89	2.33	34.95
Office	KSF	0.30	13.07	3.00	9.96
Industrial/Business Park	KSF	0.35	15.25	1.34	4.05
Public/Institutional	KSF	0.30	13.07	2.10	10.46

[1] Units of development: DU = dwelling unit; KSF = 1,000 gross square feet of building area (non-residential development)

[2] Expected average floor area ratio (FAR) = square feet of building area / square feet of site area based on 2003 Riverside County General Plan EIR

[3] Average units of development per acre for future development estimated by Colgan Consulting and the City of Wildomar Planning Department

[4] Service population includes average resident population per unit for residential development and average employees per unit for non-residential development; population per unit of residential development estimated by Colgan Consulting; employees per unit of non-residential development from the 2003 Riverside County General Plan EIR

[5] Average daily trips (ADT) per unit of development; residential trip rates published by ITE; non-residential trip rates based on ITE rates with adjustments by the Riverside County Transportation and Land Use Management Agency (TLMA)

Existing and Future Development

Tables 2.2 through 2.4 on the following pages present data on existing and future development in the City of Wildomar. Data from those tables will be used throughout

this report. Table 2.2 on the next page shows data for existing development as of October, 2011.

Table 2.2: City of Wildomar - Existing Development - October 2011

Development Types	Unit Type	Acres [1]	Estimated Units [2]	Estimated Svc Pop [3]	Estimated ADT [4]
Residential, Single-Family	DU	4,702.88	9,748	30,219	93,288
Residential, Multi-Family	DU	86.80	1,042	2,292	7,002
Subtotal Residential		4,789.68	10,790	32,511	100,290
Commercial	KSF	237.50	2,586	6,025.0	90,381
Office	KSF	2.04	27	81.0	269
Industrial/Business Park	KSF	52.80	805	1,079	3,258
Public/Institutional	KSF	81.15	1,060	2,226	11,088
Subtotal Non-residential		373.49	4,478	9,411	104,996
Total		**5,163.17**		**41,922**	**205,286**

[1] Acres of existing and future development based on analysis of County of Riverside Assessor's parcel data by Colgan Consulting and the City of Wildomar Planning Dept.
[2] Estimated existing single family residential units based on parcel count; estimated existing multi-family residential units and non-residential units, and all future development based on acres and units per acre from Table 2.1
[3] Service population consists of residents (residential development) and employees (nonresidential development); estimates based on units and population or employees per unit from Table 2.1
[4] Estimated average daily vehicle trips (ADT) based on units and ADT per unit from Table 2.1

Table 2.3 presents a forecast of future development in the City, based on acres undeveloped of land designated for certain land uses in the General Plan.

Table 2.3: City of Wildomar - Added Development (October 2011 to Buildout)

Development Types	Unit Type	Acres [1]	Estimated Units [2]	Estimated Svc Pop [3]	Estimated ADT [4]
Residential, Single-Family	DU	6,151.79	5,521	17,115	52,836
Residential, Multi-Family	DU	84.75	1,017	2,237	6,834
Subtotal Residential		6,236.54	6,538	19,352	59,670
Commercial	KSF	447.82	4,877	11,363	170,451
Office	KSF	58.79	768	2,304	7,649
Industrial/Business Park	KSF	259.54	3,957	5,302	16,013
Public/Institutional	KSF	84.27	1,101	2,312	11,516
Subtotal Non-residential		850.42	10,703	21,281	205,629
Total		**7,086.96**		**40,633**	**265,299**

Note: see footnotes at Table 2.2

Table 2.4 sums the data from the previous two tables and represents a forecast of total development in the City at buildout.

Table 2.4: City of Wildomar - Total Development at Buildout

Development Types	Unit Type	Acres [1]	Estimated Units [2]	Estimated Svc Pop [3]	Estimated ADT [4]
Residential, Single-Family	DU	10,854.67	15,269	47,334	146,124
Residential, Multi-Family	DU	171.55	2,059	4,529	13,836
Subtotal Residential		11,026.22	17,328	51,863	159,960
Commercial	KSF	685.32	7,463	17,388.00	260,832
Office	KSF	60.83	795	2,385.00	7,918
Industrial/Business Park	KSF	312.34	4,762	6,381.00	19,271
Public/Institutional	KSF	165.42	2,161	4,538.00	22,604
Subtotal Non-residential		1,223.91	15,181	30,692	310,625
Total		**12,250.13**		**82,555**	**470,585**

Note: see footnotes at Table 2.2

Growth Potential

The numbers in Tables 2.2, 2.3 and 2.4 indicate that existing residential development in Wildomar represents about 63% of its potential units and buildout population. But the City has achieved only about 31% of its potential for non-residential development as reflected by the number of employees and square feet of non-residential building area. These tables show that overall development as measured by service population and daily vehicle trips are currently at 51% and 44% of buildout levels respectively.

Another way of looking at those numbers is that if development in Wildomar occurs as depicted in this report, the City's population will ultimately increase by 60%, its employment by over 200%, and its total vehicle trips by 125%.

The fees calculated in subsequent chapters are intended to pay for the capital facilities needed to serve the additional demand created by future development forecasted in this chapter.

Chapter 3
Street and Intersection Improvements

This chapter addresses impact fees for street and intersection improvements needed to serve future development in Wildomar. The improvements identified in this chapter are based on the current City of Wildomar General Plan Circulation Element. Projects to be funded by the Western Riverside County Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) are excluded from this analysis. The City has determined that there are no existing deficiencies in the portions of the City's street system that will be funded by impact fees calculated in this chapter.

Service Area

The service area for fees calculated in this chapter is the entire study area defined in Chapter 2. The resulting fees are intended to apply to all future development in the study area.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements. The street and intersection improvement projects identified in this chapter will be needed entirely as a result of future development, so the entire cost of those improvements is allocated to future development in the impact fee calculations.

Demand Variable

In this analysis, the demand for street improvements is measured by average daily vehicle trips (ADT) associated with future development. Future vehicle trips are projected using the trip generation factors in Table 2.1, Chapter 2.

Level of Service

The improvements used in this analysis are based on the level of service standard used in the General Plan Circulation Element. Specifically, the Circulation element provides for Level of Service (LOS) C generally, and allows LOS D only at intersections of any combination of secondary highways, major highways, urban expressways and freeway ramps.

Facility Costs

Table 3.1 on the next page, lists the street improvements, intersection improvements, and bridges or culverts used in calculating impact fees in this chapter.

Table 3.1: Street and Intersection Improvements (Excludes TUMF Projects)

Project	Segment	Estimated Cost [1]
Street Improvements		
Bundy Canyon Rd	Corydon St to Mission Tr	$ 99,669
Baxter Rd	I-15 NB ramp to Porras Rd	$ 3,441,316
La Estrella St	Porras Rd to W of Meadow Park Dr	$ 1,270,952
La Estrella St	E of Crest Meadows Dr to City Limit	$ 3,184,678
Grand Av	Central St to Clinton Keith Rd	$ 4,462,761
Orange St	Bundy Canyon Rd to Gruwell St	$ 4,463,511
Gruwell St	Orange St to Palomar St	$ 225,181
Monte Vista Dr	Bundy Canyon Rd to Baxter	$ 4,307,701
Unnamed North-South St	Baxter to La Estrella St	$1,763,410
Porras Rd	Baxter to La Estrella St	$ 713,865
George Av	La Estrella to Clinton Keith Rd	$1,075,821
Iodine Springs Rd	La Estrella to Clinton Keith Rd	$1,548,491
Inland Valley Dr	Clinton Keith Rd to Prielipp Rd	$ 671,301
Prielipp Rd	Inland Valley to City Limit	$1,309,758
Subtotal Street Improvements		$ 28,538,415
Intersections		
Intersection Frontage	Bundy Canyon Rd / Corydon St	$ 1,482,965
Intersection Frontage	Bundy Canyon Rd / Mission Tr	$ 1,888,629
Intersection Frontage	Bundy Canyon Rd / Orange St	$ 1,290,456
Intersection Frontage	Bundy Canyon Rd / Sellers Rd	$1,126,054
Intersection Frontage	Bundy Canyon Rd / Monte Vista Rd	$ 786,366
Intersection Frontage	Bundy Canyon Rd / Farm Rd	$ 1,202,780
Intersection Frontage	Bundy Canyon Rd / Sunset Av (1/2)	$ 503,906
Intersection Frontage	Central Av / Wild Stallion Ln & Cevera Rd	$ 903,137
Intersection Frontage	Central Av (Baxter) / Monte Vista Rd	$ 883,787
Intersection Frontage	Clinton Keith Rd / 730' E of Palomar St	$ 313,459
Intersection Frontage	Clinton Keith Rd / Stable Lanes Rd	$ 580,971
Intersection Frontage	Clinton Keith Rd / Hidden Springs Rd	$ 580,971
Intersection Frontage	Clinton Keith Rd / Arya Dr	$ 222,928
Intersection Frontage	Clinton Keith Rd / George Av	$ 953,853
Intersection Frontage	Clinton Keith Rd / Inland Valley Dr	$1,630,753
Intersection Frontage	Clinton Keith Rd / Smith Ranch Rd	$ 313,459
Intersection Frontage	Grand Av / Corydon St	$ 614,519
Intersection Frontage	Grand Av / Sheila Ln	$ 349,235
Intersection Frontage	Grand Av / Gruwell St	$ 606,279
Intersection Frontage	Grand Av / McVicar St	$ 430,509
Intersection Frontage	Corydon St / Palomar St	$1,397,534
Intersection Frontage	Corydon St / Union Av	$ 655,844
Intersection Frontage	Mission Tr / Malaga Rd	$ 472,892
Intersection Frontage	Mission Tr / Canyon Dr	$ 827,541
Intersection Frontage	Mission Tr / Palomar St	$1,267,472
Intersection Frontage	Mission Tr (Palomar) / Gruwell St	$1,128,990
Intersection Frontage	Mission Tr (Palomar) / McVicar St	$ 784,952
Subtotal Intersections		$ 23,200,242
Bridges and Culverts		
La Estrella Street Bridge		$2,012,794
Gruwell St. @Murrieta Creek/Wildomar Channel Bridge Widening		$ 535,531
Central St. @ Murrieta Creek/Wildomar Channel Bridge Widening		$ 448,351
Wildomar Creek Culvert Extension @ McVicar		$ 23,280
Subtotal Bridges and Culverts		$3,019,956
Total		**$ 54,758,613**

[1] Detailed cost estimates are available from the City of Wildomar Public Works Department

The street improvements and intersection improvements listed in Table 3.1 include only those improvements beyond the two inside lanes on any roadway. The two inside travel lanes across the street frontage of any development project will be considered project improvements necessary for access to the development, and therefore will be the direct responsibility of abutting developers on either side of the street.

Any additional street improvements beyond the two inside travel lanes, including additional lanes, frontage improvements, bridge widening and culvert extensions are covered by the impact fees calculated in this chapter. The cost of those improvements will be shared by all future development through the impact fees.

Intersection improvements are also split between those associated with a two-lane street and those needed for the full development of the street section as indicated in the Circulation Element. Intersection improvements in excess of those required for a two-lane street are also covered by the impact fees calculated in this chapter.

Allocation of Costs

In Table 3.2, the initial allocation of street and intersection improvement costs to future development by development type is based on the share of new vehicle trips associated with each type of development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained on the next page.

Table 3.2: Allocation of Costs - Street and Intersection Improvements

Development Type	Dev Units [1]	Share of New Trips [2]	Share of Cost [3]	Realloc P/I Cost [4]	Final Allocation [5]
Residential, Single-Family	DU	19.9%	$ 10,905,530	$ 2,104,711	$ 13,010,240
Residential, Multi-Family	DU	2.6%	$ 1,410,561	$ 272,231	$ 1,682,792
Commercial	KSF	64.2%	$ 35,181,664		$ 35,181,664
Office	KSF	2.9%	$ 1,578,780		$ 1,578,780
Industrial/Business Park	KSF	6.0%	$ 3,305,137		$ 3,305,137
Public/Institutional	KSF	4.3%	$ 2,376,941	$ (2,376,941)	$ 0
Totals		100.0%	$ 54,758,613	$ 0	$ 54,758,613

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] New vehicle trips by development type as a percentage of total new vehicle trips; percentages based on data from Table 2.3
[3] Share of improvement cost = total improvement cost from Table 3.1 X share of new trips
[4] Reallocated Public/Institutional costs; see discussion in text
[5] Final allocation = share of cost + reallocated Public/Institutional cost

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 3.2, to single family and multi-family residential development, based on their relative shares of trip generation. The reallocated costs are used to calculate the impact fees. The effect is to increase the impact fees for residential development by about 19%.

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 3.3. Costs allocated to each type of development in Table 3.2 are divided by the added trips by development type to calculate a cost per trip. Then the cost per trip is multiplied by the trips per unit of development to arrive at a fee per unit.

Table 3.3: Impact Fees per Unit of Development - Street Improvements

Development Type	Dev Units [1]	Final Cost Allocation [2]	Added Trips [3]	Cost per Trip [4]	Trips per Unit [5]	Fee per Unit [6]
Residential, Single-Family	DU	$ 13,010,240	52,836	$ 246.24	9.57	$ 2,356.50
Residential, Multi-Family	DU	$ 1,682,792	6,834	$ 246.24	6.72	$ 1,654.72
Commercial	KSF	$ 35,181,664	170,451	$ 206.40	34.95	$ 7,213.80
Office	KSF	$ 1,578,780	7,649	$ 206.40	9.96	$ 2,055.78
Industrial/Business Park	KSF	$ 3,305,137	16,013	$ 206.40	4.05	$ 835.27
Public/Institutional	KSF	$ 0	11,516	$ 0.00	10.46	$ 0.00

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

[2] Final cost allocation; see Table 3.2

[3] Trips added by future development type; see Table 2.3

[4] Cost per trip = final cost allocation / added trips

[5] Trips per unit; see Table 2.1

[6] Fee per unit of development = cost per trip X trips per unit

Projected Revenue

Potential revenue from the street impact fees calculated in this chapter can be projected by applying the fees per unit of development from Table 3.3 to forecasted future units as shown in Table 2.3. The results are shown in Table 3.4 on the next page.

Table 3.4: Projected Revenue - Street Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 2,356.50	5,521	$ 13,010,237
Residential, Multi-Family	DU	$ 1,654.72	1,017	$ 1,682,850
Commercial	KSF	$ 7,213.80	4,877	$ 35,181,703
Office	KSF	$ 2,055.78	768	$ 1,578,839
Industrial/Business Park	KSF	$ 835.27	3,957	$ 3,305,163
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 54,758,792**

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Fee per unit of development; see Table 3.3
[3] Future units; see Table 2.3
[4] Projected revenue = fee per unit X future units

Impact fees calculated in this chapter are based on the cost of providing street improvements that are needed only to serve future development. Assuming that development occurs and improvements are constructed as anticipated in this study, the revenue projected in Table 3.4 would approximately cover the total improvement cost shown in Table 3.1, provided that fees are adjusted periodically to keep pace with changes in construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees and on imposition of impact fees for street and intersection improvements.

Chapter 4
Police Impact Fees

This chapter calculates impact fees for future police facilities to serve additional development in Wildomar. The City contracts with the Riverside County Sheriff's Department (RCSD) for law enforcement services, and a Sheriff's Captain acts as the City's police chief. Wildomar is served by Sheriff's Department personnel from a substation in nearby Lake Elsinore.

Definite plans for future police facilities to serve the City have not been developed, but it is obvious, given the extent of projected growth in Wildomar, that additional facility space will be needed to meet additional demand for law enforcement services generated by future development in the City. Whether that space will be provided in a new Wildomar substation or by expanding other RCSD facilities has not been decided, but in either case, the City will be responsible for the cost.

The impact fees calculated in this chapter are based on the cost of maintaining the current ratio of facility space to service population. That ratio is based on Wildomar's existing service population and the share of space in the Lake Elsinore Sheriff's station being used to serve the City. The cost used in the calculations is the estimated cost of additional facility space needed to maintain the existing ratio for future development in Wildomar. The actual ratio of facility square footage to service population is discussed below in the Level of Service section.

Service Area

Although the service area for the Lake Elsinore Sheriff's station extends well beyond the boundaries of Wildomar, the impact fees calculated in this chapter relate only to the City of Wildomar study area defined in Chapter 2. Those fees are intended to apply to all future development in the study area.

Demand Variable

In this chapter, service population is used in the impact fee calculations to represent service demand created by all types of development. As discussed in Chapter 2, service population is a composite variable consisting of both resident population (representing residential development) and employees (representing non-residential development). The service population factors from Table 2.1 in Chapter 2 are used to calculate impact fees in this chapter.

Level of Service

The existing Lake Elsinore Sheriff's station is approximately 27,000 square feet in size. An estimated 20% of the calls served by that station originate in Wildomar. Thus, it is

reasonable to assume that the amount of facility space needed to serve Wildomar at present is 20% of 27,000 square feet, or 5,400 square feet. Based on those numbers, Table 4.1 calculates the current level of service, in terms of square feet per capita of service population.

Table 4.1: Square Feet per Capita - Police Facilities

Existing Square Feet [1]	Existing Service Pop [2]	Square Feet per Capita [3]
5,400	41,895	0.129

[1] Existing square feet of facility space serving Wildomar; see discussion in text
[2] Existing service population; see Table 2.2
[3] Square feet per capita of service population = existing square feet / existing service population

Methodology

This chapter calculates impact fees using the standard-based method discussed in Chapter 1. Standard-based fees are calculated using a specified relationship or standard that determines the number of service units to be provided for each unit of development.

The standard used to determine the amount of additional law enforcement space needed to serve future development in Wildomar is the existing ratio of square feet to service population, as shown in Table 4.1, above. That standard is used to determine the amount of additional facility space needed to serve future development, based on the growth forecast in Chapter 2.

Facility Cost

Table 4.2 on the next page calculates the cost of future police facilities using the square feet-per-capita factor from Table 4.1 with the projected future service population from table 2.3, and the estimated cost per square foot for construction of police facilities.

Table 4.2: Cost of Future Facilities - Police Facilities

Square Feet per Capita [1]	Added Svc Pop [2]	Total Square Feet [3]	Cost per Square Foot [4]	Facility Cost [5]
0.129	40,633	5,234	$504.13	$2,638,598

[1] Square feet of law enforcement space per capita of service population; see Table 4.1
[2] Projected service population added by future development; see Table 2.3
[3] Total square feet of space required to serve future development = square feet per capita X added service population
[4] Cost per square foot of building area includes estimated construction cost of $500 per square foot plus $4.13 per square foot for land (based on a floor area ratio of 0.25 and land cost of $45,000 per acre)
[5] Total cost of additional facility space = total square feet X cost per square foot

Allocation of Costs

As shown in Table 4.3, the initial allocation of police facility costs to future development by development type is based on the share of service population associated with each type of development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

Table 4.3: Allocation of Costs - Police Facilities

Development Type	Dev Units [1]	Share of Svc Pop [2]	Share of Cost [3]	Realloc P/I Cost [4]	Final Allocation [5]
Residential, Single-Family	DU	42.1%	$ 1,111,402	$ 132,780	$ 1,244,182
Residential, Multi-Family	DU	5.5%	$ 145,265	$ 17,355	$ 162,620
Commercial	KSF	28.0%	$ 737,883		$ 737,883
Office	KSF	5.7%	$ 149,616		$ 149,616
Industrial/Business Park	KSF	13.0%	$ 344,298		$ 344,298
Public/Institutional	KSF	5.7%	$ 150,135	$ (150,135)	$ 0
Totals		100.0%	$ 2,638,598	$ 0	$ 2,638,598

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Service population by development type as a percentage of total added service population; percentages based on data from Table 2.3
[3] Share of facility cost = facility cost from Table 4.2 X share of service population
[4] Reallocated Public/Institutional costs; see discussion in text
[5] Final allocation = share of cost + reallocated Public/Institutional cost

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated

to Public/Institutional development are reallocated in Table 4.3, to the single family and multi-family residential development categories, based on their relative shares of added population. The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 12%.

Impact Fees per Unit of Development

Table 4.4 shows the calculation of Police impact fees per unit of development by development type. Those fees are calculated using the allocated costs from Table 4.3, the added service population by development type from Table 2.3, and the service population-per-unit factors from Table 2.1.

Table 4.4: Fees per Unit of Development - Police Facilities

Development Type	Dev Units [1]	Final Allocation [2]	Added Svc Pop [3]	Cost per Capita [4]	Svc Pop per Unit [5]	Fee per Unit [6]
Residential, Single-Family	DU	$ 1,244,182	17,115	$ 72.70	3.10	$ 225.36
Residential, Multi-Family	DU	$ 162,620	2,237	$ 72.70	2.20	$ 159.93
Commercial	KSF	$ 737,883	11,363	$ 64.94	2.33	$ 151.30
Office	KSF	$ 149,616	2,304	$ 64.94	3.00	$ 194.81
Industrial/Business Park	KSF	$ 344,298	5,302	$ 64.94	1.34	$ 87.02
Public/Institutional	KSF	$ 0	2,312	$ 0.00	2.10	$ 0.00

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Final cost allocation; see Table 4.3
[3] Added service population; see Table 2.3
[4] Cost per capita = final allocation / added service population
[5] Service population per unit; see Table 2.1
[6] Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the Police impact fees calculated in this chapter can be projected by applying the fees per unit by development type from Table 4.4 to forecasted future units from Table 2.3. The results are shown in Table 4.5.

Table 4.5: Projected Revenue - Police Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 225.36	5,521	$ 1,244,213
Residential, Single-Family	DU	$ 159.93	1,017	$ 162,649
Commercial	KSF	$ 151.30	4,877	$ 737,890
Office	KSF	$ 194.81	768	$ 149,614
Industrial/Business Park	KSF	$ 87.02	3,957	$ 344,338
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 2,638,704**

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Fee per unit of development; see Table 4.4
[3] Future units; see Table 2.3
[4] Projected revenue = fee per unit X future units; this study assumes no fees will be collected from Public/Institutional development such as schools.

Impact fees calculated in this chapter are based on the cost of providing additional facilities needed only to serve future development. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 4.5 would approximately cover the total facility cost shown in Table 4.2, provided that fees are adjusted periodically to keep pace with changes in construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 5
Fire Protection Facilities and Equipment

This chapter addresses impact fees for fire protection facilities needed to serve future development in Wildomar. The City of Wildomar contracts with the Riverside County Fire Department (RCFD) for fire protection services, including fire prevention, fire suppression, emergency medical response and related services.

Fire protection services are provided to Wildomar by RCFD using a regional system of fire protection facilities and equipment. At present there is one fire station (Station #61) in the City. That station, which is owned by Riverside County, is located south of the I-15 freeway near Central Avenue between Grand Avenue and Palomar Street. Several other fire stations operated by RCFD also respond to calls in Wildomar. They include Station 75 (Bear Creek), Station 94 (Canyon Hills) and Station 68 (Menifee).

Wildomar's current contract with RCFD covers the cost of operating approximately 1.3 fire stations. RCFD has identified a need for another fire station north of the I-15 freeway in Wildomar as the City grows. No specific location has been identified.

Fire Station #61, the existing fire station in the City, is outdated and undersized. In its present condition it is inadequate to serve the long term needs of the City. The City has been in discussions with Riverside County and RCFD regarding plans to replace Station #61 with a larger building on a larger site, or at a minimum to renovate and expand the existing station.

It is virtually certain that much of the cost of such a project will be paid by the City, possibility with participation of the Wildomar Redevelopment Agency. It is also possible the City may acquire ownership of the fire station. A final decision on those matters has not been reached. However, it is clear under Wildomar's contract with RCFD that the City will be responsible for constructing any new fire stations needed to serve the City.

Service Area

The service area for fees calculated in this chapter is the entire study area defined in Chapter 2. The resulting fees are intended to apply to all development in the study area.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements.

According to the analysis in this chapter, the demand for fire protection services will approximately double between now and buildout of the City. So, for purposes of the impact fee analysis, it is reasonable to allocate the entire cost of the additional fire station and a new Type I fire engine to future development in the impact fee calculations.

Demand Variable

In this analysis, the demand for fire protection services is measured by service population, which is consistent with the method used by Riverside County to calculate the fire protection impact fees currently in effect in Wildomar. In the impact fee calculations, costs are allocated in proportion to the service population associated with different types of development.

As discussed in Chapter 2, service population consists of both residents (representing residential development) and employees (representing non-residential development). Service population factors associated with different types of development are shown in Table 2.1, and are used later in this chapter to calculate the impact fees (see Table 5.3).

Level of Service

This analysis assumes there will be two fire stations in the City at buildout. New development will account for approximately half (49.2%) of the projected demand for fire protection services at buildout, so impact fees charged to future development to pay for one new fire station are based on essentially the same level of service provided to existing development in the City.

Facility and Equipment Costs

As discussed above, Wildomar has one existing fire station, and one new fire station will be needed in the future. A fully-equipped new Type I fire engine will be needed for the new fire station. Table 5.1 shows the cost of the fire station and the fire engine that will be used in calculating impact fees in this chapter.

Table 5.1: Cost of Future Fire Station and Fire Engine

Component	Component Cost [1]
Future Fire Station (includes FF&E)	$ 4,500,000
Fire Station Site (2 Acres)	$ 90,000
Future Type I Engine	$ 500,000
Total Facility/Equipment Cost	**$ 5,090,000**

1 Cost estimates for the fire station and the fire engine provided by the Riverside County Fire Department. The estimate cost for land is based on a per-acre price of $45,000

Allocation of Costs

As shown in Table 5.2, the initial allocation of the future fire station/fire engine costs to future development by development type is based on the share of service population associated with each type of development. However, the costs allocated to the Public/Institutional development category, made up primarily of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below

Table 5.2: Allocation of Costs - Future Fire Station and Fire Engine

Development Type	Dev Units [1]	Share of Svc Pop [2]	Share of Cost [3]	Realloc P/I Cost [4]	Final Allocation [5]
Residential, Single-Family	DU	42.1%	$ 2,143,956	$ 256,140	$ 2,400,096
Residential, Multi-Family	DU	5.5%	$ 280,224	$ 33,479	$ 313,702
Commercial	KSF	28.0%	$ 1,423,416		$ 1,423,416
Office	KSF	5.7%	$ 288,617		$ 288,617
Industrial/Business Park	KSF	13.0%	$ 664,169		$ 664,169
Public/Institutional	KSF	5.7%	$ 289,619	$ (289,619)	$ 0
Totals		100.0%	$ 5,090,000	$ 0	$ 5,090,000

1 Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
2 Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3
3 Share of facility cost = facility cost from Table 5.1 X share of service population
4 Reallocated Public/Institutional costs; see discussion in text
5 Final allocation = share of cost + reallocated Public/Institutional cost

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 5.2 to single family and

multi-family residential development, based on their relative shares of population. The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 12%.

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 5.3. Costs allocated to each type of development in Table 5.2 are divided by the added service population by development type to calculate a cost per capita. Then the cost per capita is multiplied by the service population per unit of development to arrive at a fee per unit.

Table 5.3: Impact Fees per Unit of Development - Fire Protection

Development Type	Dev Units [1]	Final Allocation [2]	Added Svc Pop [3]	Cost per Capita [4]	Svc Pop per Unit [5]	Fee per Unit [6]
Residential, Single-Family	DU	$ 2,400,096	17,115	$ 140.23	3.10	$ 434.72
Residential, Multi-Family	DU	$ 313,702	2,237	$ 140.23	2.20	$ 308.51
Commercial	KSF	$ 1,423,416	11,363	$ 125.27	2.33	$ 291.87
Office	KSF	$ 288,617	2,304	$ 125.27	3.00	$ 375.80
Industrial/Business Park	KSF	$ 664,169	5,302	$ 125.27	1.34	$ 167.86
Public/Institutional	KSF	$ 0	2,312	$ 0.00	2.10	$ 0.00

1 Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
2 Final cost allocation; see Table 5.2
3 Added service population; see Table 2.3
4 Cost per capita = final allocation / added service population
5 Service population per unit; see Table 2.1
6 Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the fire protection impact fees calculated in this chapter can be projected by applying the fees per unit of development from Table 5.3 to forecasted future units as shown in Table 2.3. The results are shown in Table 5.4.

Table 5.4: Projected Revenue - Fire Protection Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 434.72	5,521	$ 2,400,089
Residential, Multi-Family	DU	$ 308.51	1,017	$ 313,755
Commercial	KSF	$ 291.87	4,877	$ 1,423,450
Office	KSF	$ 375.80	768	$ 288,614
Industrial/Business Park	KSF	$ 167.86	3,957	$ 664,222
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 5,090,130**

1 Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

2 Fee per unit of development; see Table 5.3

3 Future units; see Table 2.3

4 Projected revenue = fee per unit X future units

Impact fees calculated in this chapter are based on the cost of providing additional facilities that are needed only to serve future development. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 5.4 would approximately cover the total facility cost shown in Table 5.1, provided that fees are adjusted periodically to keep pace with changes in construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 6
Fees In Lieu of Park Land Dedication and Park Impact Fees

This chapter addresses park land dedication and fees in lieu of dedication as authorized by the Quimby Act (Govt. Code Section 66477), which is part of the Subdivision Map Act. It also addresses park impact fees for residential development that does not involve a subdivision. Park impact fees are governed by the Mitigation Fee Act.

The Quimby Act

Under the Quimby Act, the City may, by ordinance, "require the dedication of land or impose a requirement for payment of fees in lieu thereof, or a combination of both, for park or recreational purposes as a condition of approval of a tentative tract map or parcel map...." The provisions of the Quimby Act apply only to residential subdivisions.

An ordinance imposing dedication and fee requirements under the Quimby Act must contain "definite standards for determining the proportion of a subdivision to be dedicated and the amount of any fee to be paid in lieu thereof."

Before imposing these requirements, the City must have adopted a general plan or specific plan containing policies and standards for parks and recreation facilities. The dedicated land and/or in-lieu fees "are to be used only for the purpose of developing new or rehabilitating existing neighborhood or community park or recreational facilities to serve the subdivision (paying the fees)." That does not mean that parks or recreational facilities acquired or constructed with the fees must be exclusively for the use of the subdivision paying the fees.

The Quimby Act provides that only in-lieu fees, not land dedication requirements, may be applied to subdivision of less than 50 parcels. Otherwise, the City may choose to require either land dedication or payment of in-lieu fees.

Park Impact Fees for Non-Subdivision Projects. Because the provisions of the Quimby Act apply only to subdivisions, residential development projects that do not involve a subdivision of land (i.e., projects on existing parcels) are not subject to the dedication and fee requirements authorized by the Act.

However, residential development that does not involve a subdivision has the same park and recreation needs as development involving a subdivision. Therefore, this report proposes that the City enact park impact fees identical to the park in-lieu fees calculated in this chapter, and that those fees would apply to residential development that does not involve a subdivision.

Service Area

Fees addressed in this chapter are calculated for a single citywide service area encompassing the entire study area defined in Chapter 2. The resulting fees are intended to apply to all residential development in the study area. However, it is important that revenue from those fees be spent for parks that serve occupants of the development projects paying the fees, as required by the Quimby Act.

The City has not adopted park standards to define the service radius for various types of parks, so there is no definitive basis for making that determination. Community parks typically have a much larger service radius than neighborhood parks, and in a city of Wildomar's size, may serve the entire city. So, to the extent that in-lieu fees are spent on community parks, proximity to the development paying the fees is less of a concern.

Demand Variable

Level-of-service standards for parks are almost universally based on population. In addition, the Quimby Act specifies that park land dedication/in-lieu fee standards must be based on the relationship between park acreage and population. Thus, population will be used as the demand variable in calculating acreage requirements and in-lieu fees in this chapter. Population-per-dwelling-unit factors for residential development types are shown in Table 2.1 in Chapter 2.

Level of Service

Wildomar has three existing parks, which are listed in Table 6.1. The City has no parks master plan, and has not designated any of the existing parks as either neighborhood or community parks.

Table 6.1: Existing Parks

Existing Parks	Total Acreage
Marna O'Brien Park	8.94
Regency Heritage Park	3.26
Windsong Park	2.07
Total	**14.27**

Table 6.2 on the next page calculates the existing ratio of park acreage to population, based on the existing park acreage shown in Table 6.1 and the existing population from Table 2.2 in Chapter 2.

Table 6.2: Existing Park Acres per 1,000 Residents

Existing Park Acres [1]	Estimated 2011 Population [2]	Existing Park Acres per Capita [3]	Existing Park Acres per 1000 [4]
14.27	32,511	0.00044	0.44

[1] Existing acres of parks in Wildomar; see Table 6.1
[2] Estimated 2011 population; see Table 2.2
[3] Existing park acres per capita = existing park acres / estimated 2011 population
[4] Existing park acres per 1,000 residents = existing park acres per capita X 1,000

The Quimby Act provides that park land dedication requirements may be based on a ratio of at least 3.0 acres per thousand residents, and may increase to a maximum of 5.0 acres per thousand to match the existing ratio if the existing ratio (as of the last Census) exceeds 3.0 acres per thousand.

In this case, as shown in Table 6.2 above, the current ratio of park land to population in Wildomar is below 3.0 acres per 1,000, so a ratio of 3.0 acres per thousand residents will be used to calculate fees in lieu of park land dedication.

Methodology

This chapter calculates impact fees using the method specified in the Quimby Act to calculate park land dedication requirements and fees in lieu of park land dedication. That method is identical to the standard-based method discussed in Chapter 1. Standard-based fees are calculated using a specified relationship or standard that determines the number of service units to be provided for each unit of development.

Because population is used as a demand variable in the fee calculations, and population is related to residential development, the fees calculated in this chapter apply only to residential development.

Required Acres per Unit of Development

Table 6.3, on the following page, calculates the acres of park land per unit that must be provided to meet the standard of 3.0 acres per 1,000 residents. That number varies with the average number of persons per unit by development type. If park land is dedicated by the developer, the units-per-acre factors from Table 6.3 would be multiplied by the number of units in a project to determine the number of acres to be dedicated.

Table 6.3: Acres per Unit for Park Land Dedication/In Lieu Fee

Development Type	Dev Units [1]	Acres per Capita [2]	Persons per Unit [3]	Acres per Unit [4]
Residential, Single-Family	DU	0.003	3.10	0.0093
Residential, Multi-Family	DU	0.003	2.20	0.0066

[1] DU = dwelling units
[2] Acres per capita based on the Quimby minimum of 3.0 acres per 1,000 residents
[3] Persons per dwelling unit; see Table 2.1
[4] Acres per unit = acres per capita X persons per unit

If the City chooses to collect in-lieu fees rather than requiring dedication of park land, those fees would be based on the acres-per-unit factors from Table 6.3. Table 6.4 calculates fees in-lieu of dedication, based on those factors and the estimated average cost per acre to acquire park land in Wildomar.

Table 6.4: Fees per Unit - Park Land In Lieu Fees

Development Type	Dev Units [1]	Acres per Unit [2]	Cost per Acre [3]	In-Lieu Fee per Unit [4]
Residential, Single-Family	DU	0.0093	$45,000	$418.50
Residential, Multi-Family	DU	0.0066	$45,000	$297.00

[1] DU = dwelling units
[2] Acres per unit; see Table 6.3
[3] Estimated cost per acre to acquire land for parks
[4] Fee per unit = acres per unit X cost per acre

As discussed earlier in this chapter, residential development that does not involve a subdivision creates the same need for parks as residential development in a subdivision. Therefore, this report proposes that the in-lieu fees per unit shown in Table 6.4, also be applied as park impact fees to residential units that are not subject to in-lieu fees.

Projected Revenue

Potential revenue from the in-lieu fees can be projected by applying the fees per unit from Table 6.4 to forecasted future residential units by development type, as shown in Table 6.5 on the next page. This projection assumes that all future residential development involving a subdivision will pay in-lieu fees rather than dedicating land, and that any non-subdivision residential projects will pay an equivalent park impact fee.

Table 6.5: Projected Revenue - Park Land In-Lieu Fees

Development Type	Units [1]	In-Lieu Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$418.50	5,521.00	$ 2,310,539
Residential, Multi-Family	DU	$297.00	1,017.00	$ 302,049
Total Projected Revenue				**$ 2,612,588**

[1] DU = dwelling unit
[2] See Table 6.4
[3] See Table 2.3, Chapter 2
[4] Projected revenue = in-lieu fee per unit X future units; projected revenue assumes that all future residential development pays the in-lieu fee rather than dedicating land

The costs used in this chapter are in current dollars, and the fees calculated above should be adjusted at least annually for changes in land costs.

Chapter 7
Community Centers

This chapter calculates impact fees for community center facilities in Wildomar. At present, the City has no community center facilities. This report estimates that the City is now almost 63% built out in terms of population.

The City may not impose impact fees on new development to pay for more than its proportionate share of the cost of facilities, so impact fees charged to new development would be limited to paying for about 37% of the cost of any new community center facilities. If Wildomar imposes impact fees on new development to pay for community center facilities, the City must identify other fund sources to pay for the existing community's share of the cost of those facilities.

Service Area

Fees addressed in this chapter are calculated for a single citywide service area encompassing the entire study area defined in Chapter 2. The resulting fees are intended to apply to all residential development in the study area. It is important that revenue from those fees be spent for facilities that serve occupants of the development projects paying the fees. However, this report assumes that the City would construct only one community center facility to serve the entire City, and that facility would benefit all residential development in the City.

Demand Variable

Community center facilities are provided for the use of City residents. Any use by non-residents would be incidental. Consequently, resident population is used as the demand variable in calculating impact fees for community centers in this study. Because population is used as the demand variable in the fee calculations and population is related to residential development, the fees calculated in this chapter apply only to residential development.

Methodology

This chapter calculates impact fees using the standard-based method discussed in Chapter 1. Standard-based fees are calculated using a specified relationship or standard that determines the number of service units to be provided for each unit of development. The fees calculated in this chapter are based on the relationship between population and community center space as defined in Table 7.1 on the next page.

Level of Service and Cost per Capita

The level of service standard used in this analysis is 0.4 square feet of community center space per capita. Based on that standard, Table 7.1 shows the total size of a community center needed to serve the forecasted buildout population of the City. It also shows the estimated facility cost and the average cost per capita.

Table 7.1: Level of Service and Cost per Capita - Community Centers

Buildout Population [1]	Square Feet per Capita [2]	Total Square Feet [3]	Cost per Square Foot [4]	Facility Cost [5]	Cost per Capita [6]
51,863	0.40	20,745	$379.13	$7,865,128	151.65

[1] Projected population at buildout; see Table 2.4
[2] Square feet of building area per capita
[3] Total square feet of recreation center space = buildout population X square feet per capita
[4] Cost per square foot of building area includes construction cost of $350 per square foot plus $25.00 per square foot for furniture, fixtures and equipment and $4.13 per square foot for land (based on FAR of 0.25 and land cost of $45,000 per acre)
[5] Facility cost = total square feet X cost per square foot
[6] Cost per capita = square feet per capita X cost per square foot

In the next section, the average cost per capita from Table 7.1 is used to calculate impact fees per unit of development by development type.

Impact Fees per Unit of Development

Table 7.2 shows the community center impact fees per unit of development by development type. Those fees are calculated using the per-capita cost from Table 7.1 and the persons per dwelling unit factors from Table 2.1. Note that impact fees based on resident population apply only to residential development types.

Table 7.2: Fees per Unit of Development - Community Centers

Development Type	Dev Units [1]	Pop per Unit [2]	Cost per Capita [3]	Fee per Unit [4]
Residential, Single-Family	DU	3.10	$151.65	$470.12
Residential, Multi-Family	DU	2.20	$151.65	$333.63

[1] Units of development; DU = dwelling unit
[2] Population per unit of development; see Table 2.1
[3] Cost per capita; see Table 7.1
[4] Fee per unit of development = population per unit X cost per capita

Projected Revenue

Potential revenue from the community center impact fees calculated in this chapter can be projected by applying the fees per unit from Table 7.2 to forecasted future residential units from Table 2.3. The results are shown in Table 7.3.

Table 7.3: Projected Revenue - Community Center Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 470.12	5,521	$ 2,595,533
Residential, Multi-Family	DU	$ 333.63	1,017	$ 339,302
Total				**$ 2,934,834**

[1] Units of development; DU = dwelling unit
[2] Fee per unit of development; see Table 7.2
[3] Future units; see Table 2.3
[4] Projected revenue = fee per unit X future units

Because the impact fees calculated here are intended to cover only future development's proportionate share of the cost of the City's community center facilities, the projected revenue shown in Table 7.3 equals 37.3% of the estimated total cost of the facility.

As discussed earlier, based on the forecast of future development in Chapter 2, the population added between 2011 and buildout will represent 37.3% of the total population at buildout. To cover the other 62.7% of the cost, the City will have to fund $4.9 million of the facility cost from other sources of revenue.

The costs used in this chapter are given in current dollars, and the fees calculated above should be indexed, or adjusted at least annually, to keep pace with changes in price levels. See the Implementation Chapter for more on indexing of fees.

Chapter 8
City Hall

This chapter calculates impact fees for a permanent City Hall in Wildomar. At present, the City leases space for City Hall, but in the long run, the City intends to construct its own City Hall building.

The impact fees calculated in this chapter are based on future development's proportionate share of the cost of a future City Hall building. This report estimates that the City is now approximately 51% built out in terms of service population.

As discussed below, service population is used to represent the service demand created by development, and the impact fees calculated in this report are intended to pay for no more than new development's proportionate share of the cost of the future City Hall. Consequently, the City must identify other fund sources to pay for the existing community's share of the cost of a new building.

Service Area

Fees addressed in this chapter are calculated for a single citywide service area encompassing the entire study area defined in Chapter 2. Those fees are intended to apply to all development in the study area.

Demand Variable

In this chapter, service population is used in the impact fee calculations to represent service demand created by all types of development. As discussed in Chapter 2, service population is a composite variable consisting of both resident population (representing residential development) and employees (representing non-residential development). The service population per-unit factors from Table 2.1 in Chapter 2 are used to calculate impact fees in Table 8.3.

Level of Service

The level of service standard used to determine the size of the City Hall building needed at buildout of Wildomar is based on an analysis of data from other cities in the area regarding the relationship between city hall size and population. A conservative ratio of 0.25 square feet of building area per capita of service population is used to establish the size of the future City Hall building.

Methodology

This chapter calculates impact fees using the standard-based method discussed in Chapter 1. Standard-based fees are calculated using a specified relationship or standard that determines the number of service units to be provided for each unit of development.

In the impact fee calculations, the cost of a new City Hall building is allocated to both existing and future development, so the impact fees reflect only future development's share of total facility cost. To calculate those impact fees, new development's proportionate share of the cost of the facility is allocated to future development in the City, based on the shares of service population associated with various types of development.

Facility Costs

Based on the level-of-service standard discussed in the Level of Service section above, Table 8.1 shows the total size and estimated cost of a future City Hall building needed to serve the projected service population of the City at buildout.

Table 8.1: Level of Service and Cost per Capita - City Hall

Square Feet per Capita [1]	Buildout Svc Pop [2]	City Hall Square Feet [3]	Cost per Square Foot [4]	Facility Cost [5]
0.25	82,555	20,639	$439.13	$ 9,063,094
New Development's Share of Cost (49.2%) [6]				**$ 4,460,792**

1 Square feet per capita of service population used as a planning standard
2 Projected service population at buildout; see Table 2.4
3 Square feet of City Hall building = sq. ft. per capita X buildout service pop.
4 Cost per square foot of building area includes estimated construction cost of $435 per square foot plus $4.13 per square foot for land (based on a floor area ratio of 0.25 and land cost of $45,000 per acre)
5 Facility cost = City Hall square feet X cost per square foot
6 New development's share of cost = new development's share of buildout service population; see Tables 2.3 and 2.4

Allocation of Costs

As shown in Table 8.2 on the next page, the initial allocation of City Hall costs to future development by development type is based on the percentage of future service population associated with each type of development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 8.2, to single family and multi-family residential development, based on their relative shares of population.

The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 12%.

Table 8.2: Allocation of Costs - City Hall

Development Type	Dev Units [1]	Share of Svc Pop [2]	Share of Cost [3]	Realloc P/I Cost [4]	Final Allocation [5]
Residential, Single-Family	DU	42.1%	$ 1,878,927	$ 224,477	$ 2,103,405
Residential, Multi-Family	DU	5.5%	$ 245,583	$ 29,340	$ 274,924
Commercial	KSF	28.0%	$ 1,247,459		$ 1,247,459
Office	KSF	5.7%	$ 252,939		$ 252,939
Industrial/Business Park	KSF	13.0%	$ 582,067		$ 582,067
Public/Institutional	KSF	5.7%	$ 253,817	$ (253,817)	$ 0
Totals		100.0%	$ 4,460,792	$ 0	$ 4,460,792

1 Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
2 Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3
3 Share of facility cost = new development's share of facility cost from Table 8.1 X share of service population
4 Reallocated Public/Institutional costs; see discussion in text
5 Final allocation = share of cost + reallocated Public/Institutional cost

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 8.3 on the next page. Costs allocated to each type of development from Table 8.2 are divided by the added service population by development type to calculate a cost per capita. Then the cost per capita is multiplied by the service population per unit of development to arrive at a fee per unit.

Table 8.3: Impact Fees per Unit of Development - City Hall

Development Type	Dev Units [1]	Final Allocation [2]	Added Svc Pop [3]	Cost per Capita [4]	Svc Pop per Unit [5]	Fee per Unit [6]
Residential, Single-Family	DU	$ 2,103,405	17,115	$ 122.90	3.10	$ 380.98
Residential, Multi-Family	DU	$ 274,924	2,237	$ 122.90	2.20	$ 270.38
Commercial	KSF	$ 1,247,459	11,363	$ 109.78	2.33	$ 255.79
Office	KSF	$ 252,939	2,304	$ 109.78	3.00	$ 329.35
Industrial/Business Park	KSF	$ 582,067	5,302	$ 109.78	1.34	$ 147.11
Public/Institutional	KSF	$ 0	2,312	$ 0.00	2.10	$ 0.00

1 Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
2 Final cost allocation; see Table 8.2
3 Added service population; see Table 2.3
4 Cost per capita = final allocation / added service population
5 Service population per unit; see Table 2.1
6 Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the City Hall impact fees calculated in this chapter can be projected by applying the fees per unit by development type from Table 8.3 to forecasted future units from Table 2.3. The results are shown in Table 8.4.

Table 8.4: Projected Revenue - City Hall Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 380.98	5,521	$ 2,103,391
Residential, Single-Family	DU	$ 270.38	1,017	$ 274,976
Commercial	KSF	$ 255.79	4,877	$ 1,247,488
Office	KSF	$ 329.35	768	$ 252,941
Industrial/Business Park	KSF	$ 147.11	3,957	$ 582,114
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 4,460,910**

1 Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
2 Fee per unit of development; see Table 8.3
3 Future units; see Table 2.3
4 Projected revenue = fee per unit X future units

Impact fees calculated in this chapter are based on the future development's share of the cost of a new City Hall. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 8.4 would cover slightly less than half of the total facility cost shown in Table 8.1, if fees are adjusted periodically to keep pace with changes in land and construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust construction cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 9
Animal Shelter

This chapter calculates impact fees for the regional animal shelter serving Wildomar. The Animal Shelter was completed in 2010. It is located in Wildomar and is intended to serve the needs of Wildomar and other several other participating communities far into the future. Construction was financed through a joint powers authority, to which Wildomar is a party, and Wildomar is responsible for paying a share of the debt service each year through 2038.

For purposes of the impact fee analysis, Wildomar's share of the animal shelter cost is defined as the present value of its share of the 30-year stream of debt service payments required to pay off the debt on the building. That cost is allocated proportionately between existing and future development

Service Area

Although the service area for the animal shelter extends well beyond the boundaries of Wildomar, the impact fees calculated in this chapter are based on Wildomar's share of the cost of that facility, and relate only to the City of Wildomar study area defined in Chapter 2. The fees are intended to apply to all future development in the study area.

Demand Variable

Most animals that end up in the animal shelter start out as household pets, so impact fees for the animal shelter will be charged only to residential development. That is why resident population, which represents residential development, is used in the impact fee calculations for the animal shelter. The population per-unit factors from Table 2.1 in Chapter 2 are used to calculate impact fees per unit in Table 9.2 on page 9-3.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated using a specified set of facilities and a specified increment of development that is served by those facilities. In this case, Wildomar's share of the cost of the animal shelter is allocated to both existing and future development, so the impact fees reflect only future development's proportionate share of the cost.

Level of Service

Level of service is not a factor in the calculation of impact fees for the animal shelter. The level of service is implied in the size and cost of the existing animal shelter, and it is not necessary to address it explicitly here.

Cost per Capita

Table 9.1 shows the calculation of the cost per capita for the animal shelter. To incorporate bond interest into the facility cost, the total cost of the facility is calculated as the present value of the stream of debt service payments (principal and interest) on the animal shelter over the 30-year term of the bonds, discounted at 3% per year to account for expected inflation. That method incorporates interest cost into the overall cost of the facility, while discounting for the fact that money paid in the future has less value than money paid today.

The principal amount of the debt incurred to build the animal shelter was $15.1 million. The sum of all scheduled payments on that debt over 30 years will amount to $33.6 million, and the present value of those payments, discounted at 3% per year for future inflation, equals $24,376,082. Table 9.1 shows Wildomar's 17.1% share of that cost and calculates the cost per capita based on the projected population of the City at buildout.

Table 9.1: Cost per Capita - Animal Shelter

Facility Cost [1]	Wildomar Percentage [2]	Wildomar Cost Share [3]	Buildout Population [4]	Cost per Capita [5]
$24,376,082	17.1%	$4,168,310	51,863	$80.37

[1] Facility cost = discounted present value of all debt service payments on bonds issued for construction of the regional animal shelter; see discussion in text
[2] Wildomar percentage = the percentage of capital cost to be paid by Wildomar
[3] Wildomar cost share = facility cost X Wildomar percentage
[4] Buildout population of Wildomar; see Table 2.4
[5] Cost per capita = Wildomar cost share / buildout population

In the next section, the average cost per capita from Table 9.1 is used to calculate impact fees per unit of development by development type.

Impact Fees per Unit of Development

Table 9.2 on the next page shows the Animal Shelter impact fees per unit of development by development type. Those fees are calculated using the per-capita cost from Table 9.1 and the population per unit factors from Table 2.1.

Table 9.2: Fees per Unit of Development - Animal Shelter

Development Type	Dev Units [1]	Population per Unit [2]	Cost per Capita [3]	Fee per Unit [4]
Residential, Single-Family	DU	3.10	$80.37	$249.15
Residential, Multi-Family	DU	2.20	$80.37	$176.82

1 Units of development; DU = dwelling unit
2 Population per unit; see Table 2.1
3 Cost per capita; see Table 9.1
4 Fee per unit = population per unit X cost per capita

Projected Revenue

Potential revenue from the Animal Shelter impact fees calculated in this chapter can be projected by applying the fees per unit by development type from Table 9.2 to forecasted future units from Table 2.3. The results are shown in Table 9.3.

Table 9.3: Projected Revenue - Animal Shelter Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$	5,521	$
Residential, Single-Family	DU		1,017	
Total				**$ 1,555,383**

1 Units of development; DU = dwelling unit
2 Fee per unit of development; see Table 9.2
3 Future units; see Table 2.3
4 Projected revenue = fee per unit X future units

The impact fees calculated here are intended to cover only future development's share of the cost of the Animal Shelter, so the projected revenue shown in Table 9.3 equals roughly 37.3% of Wildomar's share of the cost of the Animal Shelter. The remaining cost will have to be funded by the City from non-impact fee sources of revenue.

Other impact fees calculated in this report assume that facilities will be constructed in the future on a pay-as-you-go basis. Those impact fees should be indexed, or adjusted annually, to keep pace with construction costs.

However, the Animal Shelter has already been constructed and was financed with debt. The cost used in the impact fee calculations is the present value of all debt service payments, discounted for expected inflation. Since the cost was discounted at a fixed rate, the fees should be increased annually by the same fixed rate, regardless of the actual rate of inflation in future years.

Chapter 10
Corporation Yard Impact Fees

This chapter calculates impact fees for future corporation yard facilities to serve additional development in Wildomar. At present, the City contracts for street and park maintenance and does not have a corporation yard. However, in the future, Wildomar will need to construct its own corporation yard, whether or not the City continues to contract for maintenance services.

Plans have not been developed for the City's future corporation yard, so this chapter uses conservative estimates of the size and cost of such a facility. When that facility is completed, it will serve both existing and future development in the City.

The impact fees calculated in this chapter will cover only future development's proportional share of the cost of the corporation yard. The existing community's share of the cost, 50.8% of the total will have to be funded from other sources of revenue.

Service Area

The service area for fees calculated in this chapter is the study area defined in Chapter 2. The resulting fees are intended to apply to all development in the study area.

Demand Variable

In this chapter, service population is used in the impact fee calculations to represent service demand created by all types of development. As discussed in Chapter 2, service population is a composite variable consisting of both resident population (representing residential development) and employees (representing non-residential development). The service population factors from Table 2.1 in Chapter 2 are used to calculate impact fees in this chapter.

Level of Service

The needs analysis for corporation yard facilities was not driven by a level of service standard, but rather by a very conservative assessment of the actual facilities that will be needed by the City at buildout. Although there is a level of service implied by that assessment, the level of service is not explicitly involved in the impact fee calculations.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements.

Thus, to calculate impact fees for corporation yard facilities, new development's proportionate share of the cost of the planned corporation yard is allocated to future development in the City, based on the shares of service population associated with each development type.

Facility Cost

Table 10.1 shows the estimated cost for the planned corporation yard facility. It also shows future development's share of that cost, based on future development's projected share of total service population at buildout.

Table 10.1: Estimated Costs - Corporation Yard

Component	Unit Type	No. of Units	Est. Cost per Unit [1]	Estimated Cost [2]
Maintenance/Storage Building	Sq. Ft.	3,000	$ 400.00	$ 1,200,000
Site Development	Acres	5	$ 75,000.00	$ 375,000
Corporation Yard Site Site	Acres	5	$ 45,000.00	$ 225,000
Total Cost				**$ 1,800,000**
New Development's Share of Cost (49.2%) [3]				**$ 885,948**

[1] Estimated costs provided by the City of Wildomar
[2] Estimated cost = number of units X estimated cost per unit
[3] New develoment's share of cost = new development's share of buildout service population; see Tables 2.3 and 2.4

Allocation of Costs

As shown in Table 10.2 on the next page, the initial allocation of corporation yard costs to future development by development type is based on the percentage of future service population associated with each type of development. However, the costs allocated to the Public/Institutional development type, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 10.2 to single family and multi-family residential development, based on their relative shares of population.

The reallocated costs are used to calculate the impact fees. The effect is to increase the impact fees for residential development by about 12%.

Table 10.2: Allocation of Costs - Corporation Yard

Development Type	Dev Units [1]	Share of Svc Pop [2]	Share of Cost [3]	Realloc P/I Cost [4]	Final Allocation [5]
Residential, Single-Family	DU	42.1%	$ 373,169	$ 44,583	$ 417,752
Residential, Multi-Family	DU	5.5%	$ 48,775	$ 5,827	$ 54,602
Commercial	KSF	28.0%	$ 247,755		$ 247,755
Office	KSF	5.7%	$ 50,236		$ 50,236
Industrial/Business Park	KSF	13.0%	$ 115,603		$ 115,603
Public/Institutional	KSF	5.7%	$ 50,410	$ (50,410)	$ 0
Totals		**100.0%**	**$ 885,948**	**$ 0**	**$ 885,948**

[1] Units of development; DU = dwelling unit; KSF = 1,000 gross square feet of building area
[2] Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3
[3] Share of facility cost = new development's share of facility cost from Table 10.1 X share of service population
[4] Reallocated Public/Institutional costs; see discussion in text
[5] Final allocation = share of cost + reallocated Public/Institutional cost

Impact Fees per Unit of Development

Table 10.3 shows the calculation of corporation yard impact fees per unit of development by development type. Those fees are calculated using the final allocated costs from Table 10.2, the added service population by development type from Table 2.3, and the service population per-unit factors from Table 2.1.

Table 10.3: Fees per Unit of Development - Corporation Yard

Development Type	Dev Units [1]	Final Allocation [2]	Added Svc Pop [3]	Cost per Capita [4]	Svc Pop per Unit [5]	Fee per Unit [6]
Residential, Single-Family	DU	$ 417,752	17,115	$ 24.41	3.10	$ 75.67
Residential, Multi-Family	DU	$ 54,602	2,237	$ 24.41	2.20	$ 53.70
Commercial	KSF	$ 247,755	11,363	$ 21.80	2.33	$ 50.80
Office	KSF	$ 50,236	2,304	$ 21.80	3.00	$ 65.41
Industrial/Business Park	KSF	$ 115,603	5,302	$ 21.80	1.34	$ 29.22
Public/Institutional	KSF	$ 0	2,312	$ 0.00	2.10	$ 0.00

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Final cost allocation; see Table 10.2
[3] Added service population; see Table 2.3
[4] Cost per capita = final allocation / added service population
[5] Service population per unit; see Table 2.1
[6] Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the corporation yard impact fees calculated in this chapter can be projected by applying the fees per unit by development type from Table 10.3 to forecasted future units from Table 2.3. The results are shown in Table 10.4.

Table 10.4: Projected Revenue - Corporation Yard Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 75.67	5,521	$ 417,774
Residential, Single-Family	DU	$ 53.70	1,017	$ 54,613
Commercial	KSF	$ 50.80	4,877	$ 247,752
Office	KSF	$ 65.41	768	$ 50,235
Industrial/Business Park	KSF	$ 29.22	3,957	$ 115,624
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 885,997**

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area

[2] Fee per unit of development; see Table 10.3

[3] Future units; see Table 2.3

[4] Projected revenue = fee per unit X future units; this study assumes no fees will be collected from Public/Institutional development such as schools.

Impact fees calculated in this chapter are based on the future development's share of the cost of planned corporation yard facilities. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 10.4 would cover slightly less than half of the total facility cost shown in Table 10.1, provided that fees are adjusted periodically to keep pace with changes in land and construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust construction cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 11
Drainage Improvements

This chapter addresses impact fees for drainage improvements needed to serve future development in Wildomar. Wildomar's topography creates unique issues for the City's drainage system. Runoff from development on the slopes of eastern Wildomar has the potential to create severe impacts on relatively flat, low-lying downstream areas in the western part of the City, so an effective drainage system is a very high priority in planning for development.

The drainage improvements identified in this chapter are based on local collector lines identified in the three drainage master plans that the cover the City:

- The Wildomar Master Drainage Plan
- The Sedco Master Drainage Plan
- The Murrieta Creek Master Drainage Plan

Cost estimates used in the impact fee calculations are based on the uncompleted portions of Wildomar's drainage system and have been updated to 2012. Those estimates do not include costs for which Riverside County collects Area Drainage Plan Fees.

The City has determined that there are no existing deficiencies in the drainage systems to be funded by the impact fees, so all of the improvements identified in this chapter are needed to serve future development.

Study Area

The study area for fees calculated in chapter is the entire study area defined in Chapter 2. The resulting fees are intended to apply to all future development in the study area.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements. The drainage improvement projects identified in this chapter will be needed entirely as a result of future development, so the entire cost of those improvements is allocated to future development in the impact fee calculations.

Demand Variable

In this analysis, the demand for drainage improvements is measured by the amount of additional impervious surface area associated with various types of development. The addition of impervious surfaces like roofs, patios and driveways prevents storm water

from percolating into the soil and increases the runoff from a site. The increased runoff creates a need for additional capacity in the drainage system.

Level of Service

The level of service standard used to establish the need for drainage improvements in Wildomar is the return frequency of the design storm used to calculate system capacity requirements in the drainage master plans.

The Wildomar and Murrietta creek facilities consist of a variety of surface channels and underground reinforced concrete pipes of various sizes. The channels are all designed to carry the 100-year storm flow. All underground facilities are designed to carry the 10-year storm flow.

The Sedco Master Plan consists of surface channels and underground reinforced concrete pipe of various sizes. The underground portion of lines A, B, and C and any other underground facilities as described in the Master Plan are designed to convey the 10-year storm flow. All surface channels are designed to convey the 100-year storm flow.

Facility Costs

Table 11.1 summarizes the cost of drainage improvements used to calculate impact fees in this chapter.

Table 11.1: Drainage System Improvements

Drainage System Component	Estimated Cost [1]
Wildomar Master Drainage Plan	$ 15,839,250
Sedco Master Drainage Plan	$ 3,779,008
Murrieta Creek Master Drainage Plan	$ 324,452
Total	**$ 19,942,710**

[1] Detailed cost estimates are available from the City of Wildomar Public Works Department

Impervious Surface Area per Unit

Table 11.2, on the next page, shows estimates of average added impervious area (ISA) per unit of development for various types of development. The amount of ISA on a site varies substantially with the density of development, so the breakdown of residential development types shown in Table 11.2 is more detailed for other impact fees calculated in this report.

The information shown for each type of development in Table 11.2 includes the expected average units of development per acre, the square feet of ISA per unit, ISA as a percentage of site area, the number of future units expected, and the total ISA added. The estimated area of impervious surface per unit is higher in absolute terms for lower density residential development, but is lower as a percentage of site area. The total amount of added ISA from Table 11.2 is used in the calculation of impact fees.

Table 11.2: New Impervious Surface Area - Future Development

Development Type	Dev Units [1]	Avg Units per Acre [2]	ISA SF per Unit [3]	% Site New ISA [4]	Future Units [5]	Total New ISA [6]
Residential Rural Mountainous	DU	0.1	4,500	1.6%	318	1,431,000
Residential Rural	DU	0.2	4,500	3.0%	40	180,000
Residential Estate Density	DU	0.5	4,500	6.9%	390	1,755,000
Residential Very Low Density	DU	1.0	4,250	12.6%	232	986,000
Residential Low Density	DU	1.5	4,000	23.0%	997	3,988,000
Residential Medium Density	DU	3.0	3,750	31.3%	2,910	10,912,500
Residential Med-High Density	DU	5.0	3,500	40.2%	634	2,219,000
Residential Very High Density	DU	17.0	2,200	85.9%	424	932,800
Residential Mixed Use Pl Area	DU	17.0	2,200	85.9%	593	1,304,600
Subtotal Residential					6,538	23,708,900
Commercial	Acre	1.0	39,204	90.0%	448	17,556,335
Office	Acre	1.0	39,204	90.0%	59	2,304,803
Business Park/Light Industrial	Acre	1.0	39,204	90.0%	260	10,175,006
Public Facilities	Acre	1.0	30,492	70.0%	84	2,569,561
Subtotal Non-Residential					850	32,605,705
Total Impervious Surface Area						**56,314,605**

1 Units of development; DU = dwelling unit
2 Estimated units of development per acre
3 Square feet of new impervious surface area (ISA) per unit of development estimated by Colgan Consulting
4 New impervious surface area as a percentage of site area
5 Future units of development; see Table 2.3 (detailed breakdown of residential development types by Colgan Consulting)
6 Total new impervious surface area

It should be noted that in Table 11.2, for purposes of estimating impervious surface area, acres are used as the units of development for the four categories of non-residential development. Elsewhere in this chapter and in the rest of the report, the units of development for non-residential development types are thousands of square feet (KSF) of building area.

Allocation of Costs

In Table 11.3, below, the total cost of drainage improvements from Table 11.2 is allocated to various types of development, based on their shares of the total impervious

surface area added by new development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 11.3, to various categories of residential development, based on their relative shares of ISA. The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 11%.

Table 11.3: Allocation of Costs - Drainage System Improvements

Development Type	Share of New ISA [1]	Share of Cost [2]	Realloc P/I Cost [3]	Final Allocation [4]
Residential Rural Mountainous	2.5%	$ 506,761	$ 54,922	$ 561,683
Residential Rural	0.3%	$ 63,743	$ 6,908	$ 70,652
Residential Estate Density	3.1%	$ 621,499	$ 67,358	$ 688,857
Residential Very Low Density	1.8%	$ 349,173	$ 37,843	$ 387,016
Residential Low Density	7.1%	$ 1,412,272	$ 153,061	$ 1,565,333
Residential Medium Density	19.4%	$ 3,864,447	$ 418,827	$ 4,283,274
Residential Med-High Density	3.9%	$ 785,815	$ 85,166	$ 870,982
Residential Very High Density	1.7%	$ 330,333	$ 35,801	$ 366,134
Residential Mixed Use Pl Area	2.3%	$ 461,998	$ 50,071	$ 512,070
Commercial	31.2%	$ 6,217,231		$ 6,217,231
Office	4.1%	$ 816,201		$ 816,201
Industrial/Business Park	18.1%	$ 3,603,278		$ 3,603,278
Public/Institutional	4.6%	$ 909,959	$ (909,959)	$ 0
Totals	**100.0%**	**$ 19,942,710**	**$ 0**	**$ 19,942,710**

[1] Share of new ISA based on Total New ISA column in Table 11.2
[2] Share of improvement cost = total improvement cost from Table 11.1 X share of new ISA
[3] Reallocated Public/Institutional costs; see discussion in text
[4] Final allocation = share of cost + reallocated Public/Institutional cost

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 11.4. In this table, costs allocated to each development category in Table 11.3 are divided by the number of added units in the category to compute an impact fee per unit.

Table 11.4: Impact Fees per Unit of Development - Drainage

Development Type	Dev Units [1]	Final Allocation [2]	Added Units [3]	Fee per Unit [4]
Residential Rural Mountainous	DU	$ 561,683	318	$ 1,766.30
Residential Rural	DU	$ 70,652	40	$ 1,766.30
Residential Estate Density	DU	$ 688,857	390	$ 1,766.30
Residential Very Low Density	DU	$ 387,016	232	$ 1,668.17
Residential Low Density	DU	$ 1,565,333	997	$ 1,570.04
Residential Medium Density	DU	$ 4,283,274	2,910	$ 1,471.92
Residential Med-High Density	DU	$ 870,982	634	$ 1,373.79
Residential Very High Density	DU	$ 366,134	424	$ 863.52
Residential Mixed Use Pl Area	DU	$ 512,070	593	$ 863.52
Commercial	KSF	$ 6,217,231	4,877	$ 1,274.81
Office	KSF	$ 816,201	768	$ 1,062.76
Industrial/Business Park	KSF	$ 3,603,278	3,957	$ 910.61
Public/Institutional	KSF	$ 0	1,101	$ 0.00

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross sq. ft. of bldg. area
[2] Final cost allocation; see Table 11.3
[3] Added units by development type; see Table 11.2
[4] Fee per unit of development = final cost allocation / added units

Projected Revenue

Potential revenue from the drainage impact fees calculated in this chapter can be projected by applying the fees per unit of development from Table 11.4 to forecasted future units. The results are shown in Table 11.5 on the next page.

Table 11.5: Projected Revenue - Drainage Impact Fees

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential Rural Mountainous	DU	$ 1,766.30	318	$ 561,683
Residential Rural	DU	$ 1,766.30	40	$ 70,652
Residential Estate Density	DU	$ 1,766.30	390	$ 688,857
Residential Very Low Density	DU	$ 1,668.17	232	$ 387,016
Residential Low Density	DU	$ 1,570.04	997	$ 1,565,333
Residential Medium Density	DU	$ 1,471.92	2,910	$ 4,283,274
Residential Med-High Density	DU	$ 1,373.79	634	$ 870,982
Residential Very High Density	DU	$ 863.52	424	$ 366,134
Residential Mixed Use Pl Area	DU	$ 863.52	593	$ 512,070
Commercial	KSF	$ 1,274.81	4,877	$ 6,217,231
Office	KSF	$ 1,062.76	768	$ 816,201
Industrial/Business Park	KSF	$ 910.61	3,957	$ 3,603,278
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 19,942,710**

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross sq. ft. of bldg. area
[2] Fee per unit of development; see Table 11.4
[3] Future units; see Table 11.2
[4] Projected revenue = fee per unit X future units

Impact fees calculated in this chapter are based on the cost of providing drainage improvements that are needed only to meet demand created by future development. Assuming that development occurs and improvements are constructed as anticipated in this study, the revenue projected in Table 11.5 would approximately cover the total facility cost shown in Table 11.1 if the fees are adjusted periodically to keep pace with changes in construction costs.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 12
Multi-Purpose Trails Impact Fees

This chapter calculates impact fees for multi-purpose trails. Wildomar has an existing trail network and the City is developing plans to expand the existing network into an extensive system of multi-purpose trails. The trails in that system range from four-foot wide dirt wilderness trails in rural areas to ten-foot wide trials surfaced with decomposed granite in more urban areas.

The impact fees calculated in this chapter are intended to cover future development's proportional cost of the ultimate trail network. This report estimates that the City is now about 50.8% built out in terms of service population.

As discussed below, service population is used to represent the service demand created by development, and the impact fees calculated in this report are intended to pay for no more than new development's proportionate share of the cost of the entire trail system. Consequently, the City must identify other fund sources to pay for the existing community's share of the cost of additional trail construction.

Service Area

Fees addressed in this chapter are calculated for a single citywide service area encompassing the entire study area defined in Chapter 2. Those fees are intended to apply to all new development in the study area.

Demand Variable

In this chapter, service population is used in the impact fee calculations to represent service demand created by all types of development. That is the same variable used to in the calculation of Riverside County Trails Impact Fees currently being collected by the City. As discussed in Chapter 2, service population is a composite variable consisting of both resident population (representing residential development) and employees (representing non-residential development). The service population per-unit factors from Table 2.1 in Chapter 2 are used in Table 12.3 on page 12-4.

Level of Service

The City does not have an adopted level of service standard for trails. The level of service is implied in the plans being developed for the trail system, which is summarized in Table 12.1 on the next page.

However, in this case, the City has decided to base the impact fees only on future development's proportionate share of the cost of **future** trails. The impact fees calculated

in this chapter will not include any costs for existing trails. As a result, the impact fees will slightly lower than the amount needed to maintain the existing level of service for trails, in terms of replacement cost per capita. The estimated average replacement cost per capita for existing trails (using existing service population) is $219.00, while the impact fees are based on a per-capita cost of $216.00.

Methodology

This chapter calculates impact fees using the plan-based method discussed in Chapter 1. Plan-based fees are calculated by allocating costs for a defined set of improvements to a defined set of land uses that will be served by the improvements. The improvement costs covered by the impact fees for multi-purpose trails are shown in the next section.

Facility Costs

Table 12.1 lists the existing and trail improvements and future trail improvements identified by the City Council for inclusion in a trails master plan that is currently under development. The cost used as the basis for the impact fee calculations is new development's proportionate share of the cost of future trails, based on the ratio of added service population to total service population at buildout.

Table 12.1: Existing and Future Multi-Purpose Trails

Trail Type	Est Cost per LF 1	Existing Repl Cost Miles 2	Future Existing 3	Est Cost Miles 4	Future 5
Roadside	$151.00	10.25	$8,172,120	20.31	$15,796,509
Roadside Ranch	$4.76	6.84	$171,908	15.81	$365,192
Countryside/Creekside	$114.00	1.25	$752,400	3.88	$1,128,600
Wilderness	$ 4.39	4.53	$105,002	25.04	$557,112
		22.87	**$9,201,430**	**65.04**	**$17,847,413**
New Development's Share of Future Trails Cost (49.2%) 6				**$ 8,784,373**	

1 Estimated construction cost per linear foot (LF) by City of Wildomar
2 Existing miles of trails by type by City of Wildomar
3 Replacement cost of existing trails = miles X 5,280 feet per mile X est. cost per LF
4 Planned future miles of trails by type by City of Wildomar
5 Estimated cost of future trails = miles X 5,280 feet per mile X estimated cost per LF
6 New development's share of cost = new development's share of buildout service population; see Tables 2.3 and 2.4

Allocation of Costs

As shown in Table 12.2 on the next page, the initial allocation of multi-purpose trails costs to future development by development type is based on the percentage of future

service population associated with each type of development. However, the costs allocated to the Public/Institutional development category, primarily made up of public schools, cannot be recovered through impact fees, so those costs are reallocated as explained below.

The City does not have the authority to impose impact fees on the construction of facilities by school districts or other government entities. And since those public facilities are needed almost entirely to support residents of the City, the costs initially allocated to Public/Institutional development are reallocated in Table 12.2, to single family and multi-family residential development, based on their relative shares of population. The reallocated costs are used to calculate the impact fees, and the effect is to increase the impact fees for residential development by about 12%.

Table 12.2: Allocation of Costs - Multi-Purpose Trails

Development Type	Dev Units [1]	Share of Svc Pop [2]	Share of Cost [3]	Realloc P/I Cost [4]	Final Allocation [5]
Residential, Single-Family	DU	42.1%	$ 3,700,060	$ 442,049	$ 4,142,110
Residential, Multi-Family	DU	5.5%	$ 483,613	$ 57,778	$ 541,391
Commercial	KSF	28.0%	$ 2,456,546		$ 2,456,546
Office	KSF	5.7%	$ 498,098		$ 498,098
Industrial/Business Park	KSF	13.0%	$ 1,146,230		$ 1,146,230
Public/Institutional	KSF	5.7%	$ 499,827	$ (499,827)	$ 0
Totals		100.0%	$ 8,784,373	$ 0	$ 8,784,373

1 Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
2 Added service population by development type as a percentage of total added service population; percentages based on data from Table 2.3
3 Share of cost = new development cost from Table 12.1 X share of service population
4 Reallocated Public/Institutional costs; see discussion in text
5 Final allocation = share of cost + reallocated Public/Institutional cost

Impact Fees per Unit of Development

The calculation of impact fees per unit of development by development type is shown in Table 12.3 on the next page. Costs allocated to each type of development, from Table 12.2 are divided by the added service population for each development type to calculate a cost per capita. Then the cost per capita is multiplied by the service population per unit of development to arrive at a fee per unit.

Table 12.3: Fees per Unit of Development - Multi-Purpose Trails

Development Type	Dev Units [1]	Final Allocation [2]	Added Svc Pop [3]	Cost per Capita [4]	Svc Pop per Unit [5]	Fee per Unit [6]
Residential, Single-Family	DU	$ 4,142,110	17,115	$ 242.02	3.10	$ 750.25
Residential, Multi-Family	DU	$ 541,391	2,237	$ 242.02	2.20	$ 532.44
Commercial	KSF	$ 2,456,546	11,363	$ 216.19	2.33	$ 503.72
Office	KSF	$ 498,098	2,304	$ 216.19	3.00	$ 648.56
Industrial/Business Park	KSF	$ 1,146,230	5,302	$ 216.19	1.34	$ 289.69
Public/Institutional	KSF	$ 0	2,312	$ 0.00	2.10	$ 0.00

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Final cost allocation; see Table 12.2
[3] Added service population; see Table 2.3
[4] Existing trails cost per capita = final allocation / added service population
[5] Service population per unit; see Table 2.1
[6] Fee per unit of development = cost per capita X service population per unit

Projected Revenue

Potential revenue from the in-lieu fees can be projected by applying the fees per unit from Table 12.3 to forecasted future units by development type from Table 2.3. The results are shown in Table 12.4.

Table 12.4: Projected Revenue - Multi-Purpose Trails

Development Type	Dev Units [1]	Fee per Unit [2]	Future Units [3]	Projected Revenue [4]
Residential, Single-Family	DU	$ 750.25	5,521	$ 4,142,130
Residential, Single-Family	DU	$ 532.44	1,017	$ 541,491
Commercial	KSF	$ 503.72	4,877	$ 2,456,642
Office	KSF	$ 648.56	768	$ 498,094
Industrial/Business Park	KSF	$ 289.69	3,957	$ 1,146,303
Public/Institutional	KSF	$ 0.00	1,101	$ 0
Total				**$ 8,784,662**

[1] Units of development; DU = dwelling unit, KSF = 1,000 gross square feet of building area
[2] Fee per unit of development; see Table 12.3
[3] Future units; see Table 2.3
[4] Projected revenue = fee per unit X future units; this study assumes no fees will be collected from Public/Institutional development such as schools.

Impact fees calculated in this chapter are based on new development's share of the cost of planned future multi-purpose trails. Assuming that development occurs and facilities are constructed as anticipated in this study, the revenue projected in Table 12.4 would equal approximately 49.2% of estimated future trail costs shown in Table 12.1.

Costs and impact fees in this report are shown in current dollars. Once adopted, impact fees should be adjusted at least annually, to reflect changes in price levels. An index, such as the Engineering News Record Building Cost Index can be used to adjust facility cost estimates until the cost estimates and fee calculations are updated. See the Implementation Chapter for more on indexing of fees.

Chapter 13
Implementation

This chapter contains recommendations for adoption and administration of development impact fees based on this report. Statutory requirements for the adoption and administration of fees imposed as a condition of development approval are found in the Mitigation Fee Act (Government Code Sections 66000 *et seq*.). For implementation of fees in lieu of park land dedication, see the Quimby Act (Government Code Section 66477).

Adoption

The form in which development impact fees are enacted, whether by ordinance or resolution, should be determined by the City Attorney. Ordinarily, it is desirable that specific fee amounts be set by resolution to facilitate periodic adjustments.

Procedures for adoption of fees subject to the Mitigation Fee Act, including notice and public hearing requirements, are specified in Government Code Sections 66016 and 66018. It should be noted that Section 66018 refers to Government Code Section 6062a, which requires that the public hearing notice be published at least twice during the 10-day notice period.

Government Code Section 66017 provides that fees subject to the Mitigation Fee Act do not become effective until 60 days after final action by the governing body.

Actions establishing or increasing fees subject to the Mitigation Act require certain findings, as set forth in Government Code Section 66001 and discussed below and in Chapter 1 of this report.

Establishment of Fees. Pursuant to the Mitigation Fee Act (Section 66001(a)), when the City establishes fees to be imposed as a condition of development approval, it must make findings to:

1. Identify the purpose of the fee;
2. Identify the use of the fee; and
3. Determine how there is a reasonable relationship between:
    a. The use of the fee and the type of development project on which it is imposed; and
    b. The need for the facility and the type of development project on which the fee is imposed

Examples of findings that could be used for impact fees calculated in this study are shown below. The specific language of such findings should be reviewed and approved by the City Attorney.

Finding 1: Purpose of the Fee. The City Council finds that the purpose of the impact fees hereby enacted is to prevent new development from reducing the quality and availability of public services provided to residents of the City by requiring new development to contribute to the cost of additional capital assets needed to serve such development.

Finding 2: Use of the Fee. The City Council finds that revenue from the impact fees hereby enacted will be used to construct public facilities and pay for other capital assets needed to serve new development. Those public facilities and other assets are identified in the 2013 City of Wildomar Impact Fee Study prepared by Colgan Consulting Corporation. [1]

Finding 3: Reasonable Relationship: Based on data and analysis presented in the 2013 City of Wildomar Impact Fee Study prepared by Colgan Consulting Corporation, the City Council finds that there is a reasonable relationship between:

a. The use of the fees and the types of development projects on which they are imposed; and,

b. The need for facilities and the types of development projects on which the fees are imposed.

Administration

The California Mitigation Fee Act (Government Code Sections 66000 et seq.) mandates procedures for administration of impact fee programs, including collection and accounting, reporting, and refunds. References to code sections in the following paragraphs pertain to the California Government Code.

Imposition of Fees. Pursuant to the Mitigation Fee Act (Section 66001(a)), when the City imposes an impact fee upon a specific development project, it must make essentially the same findings adopted upon establishment of the fees to:

1. Identify the purpose of the fee;
2. Identify the use of the fee; and
3. Determine how there is a reasonable relationship between:

[1] According to Gov't Code Section 66001 (a) (2), the use of the fee may be specified in a capital improvement plan, the General Plan, or other public documents that identify the public facilities for which the fee is charged. The findings recommended here identify this impact fee study as the source of that information.

a. The use of the fee and the type of development project on which it is imposed;

b. The need for the facility and the type of development project on which the fee is imposed

In addition, Section 66001 (b), requires that, at the time when an impact fee is imposed on a specific development project, the City make a finding to determine how there is a reasonable relationship between:

c. The amount of the fee and the facility cost attributable to the development project on which it is imposed.

In addition, Section 66006 (f) provides that a local agency, at the time it imposes a fee for public improvements on a specific development project, "... shall identify the public improvement that the fee will be used to finance." In this case, the fees will be used to finance public facilities and other development-related capital expenditures identified in the 2013 City of Wildomar Impact Fee Study prepared by Colgan Consulting Corporation.

Section 66020 (d) (1) requires that the City, at the time it imposes an impact fee provide a written statement of the amount of the fee and written notice of a 90-day period during which the imposition of the fee can be protested. Failure to protest imposition of the fee during that period may deprive the fee payer of the right to subsequent legal challenge. Section 66022 (a) provides a separate procedure for challenging the establishment of an impact fee. Such challenges must be filed within 120 days of enactment.

The City should develop procedures for imposing fees that satisfy these requirements for findings and notice.

Collection of Fees. Section 66007 (a), provides that a local agency shall not require payment of fees by developers of residential projects prior to the date of final inspection or issuance of a certificate of occupancy, whichever occurs first. However, "utility service fees" (not defined) may be collected upon application for utility service. In a residential development project of more than one dwelling unit, Section 66007 (a) allows the agency to choose to collect fees either for individual units or for phases upon final inspection, or for the entire project upon final inspection of the first dwelling unit completed.

Section 66007 (b) provides two exceptions when the local agency may require the payment of fees from developers of residential projects at an earlier time: (1) when the local agency determines that the fees “will be collected for public improvements or facilities for which an account has been established and funds appropriated and for which the local agency has adopted a proposed construction schedule or plan prior to final inspection or issuance of the certificate of occupancy” or (2) the fees are “to reimburse the local

agency for expenditures previously made." Statutory restrictions on the time at which fees may be collected do not apply to non-residential development.

In cases where the fees are not collected upon issuance of building permits, Subsections 66007 (c) (1) and (2) provide that the city may require the property owner to execute a contract to pay the fee, and to record that contract as a lien against the property until the fees are paid.

Earmarking and Expenditure of Fee Revenue. Section 66006 (a) mandates that fees be deposited "with other fees for the improvement" in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency, except for temporary investments and expend those fees solely for the purpose for which the fee was collected. Section 66006 (a) also requires that interest earned on the fee revenues be placed in the capital account and used for the same purpose.

The language of the law is not clear as to whether depositing fees "with other fees for the improvement" refers to a specific capital improvement or a class of improvements (e.g., street improvements). We are not aware of any city that has interpreted that language to mean that funds must be segregated by individual projects. As a practical matter, that approach is unworkable because it would mean that no pay-as-you-go project could be constructed until all benefiting development had paid the fees. Common practice is to maintain separate funds or accounts for impact fee revenues by facility category (i.e., streets, park improvements), but not for individual projects. We recommend that approach.

It is important that fee revenue be expended so as to provide a reasonable benefit to the development projects from which the fees are collected. Some fees in this report were calculated without knowing the specific locations of all facilities to be funded by the fees. The City should exercise caution in the expenditure of those fees to ensure that facilities are located in such as way as to serve the development projects from which the fees were collected.

Impact Fee Exemptions, Reductions, and Waivers. In the event that a development project is found to have no impact on facilities for which impact fees are charged, such project must be exempted from the fees. If a project has characteristics that indicate its impacts on a particular public facility or infrastructure system will be significantly and permanently smaller than the average impact used to calculate impact fees in this study, the fees should be reduced accordingly. Per Section 66001 (b) of the Mitigation Fee Act, there must be a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed. A fee reduction is required if the fee is not proportional to the impact of the development on relevant public facilities.

In some cases, the City may desire to voluntarily waive or reduce impact fees that would otherwise apply to a project to promote goals such as affordable housing or economic development. Such a waiver or reduction may not result in increased costs to other development projects, and are allowable only if the City offsets the lost revenue from other fund sources.

Credit for Improvements Provided by Developers. If the City requires a developer, as a condition of project approval, to dedicate land or construct facilities or improvements for which impact fees are charged, the impact fee imposed on that development project for that type of facility must be adjusted to reflect a credit for such dedication or construction. In the event a developer voluntarily offers to dedicate land, or construct facilities or improvements in lieu of paying impact fees, the City may accept or reject such offers, and may negotiate the terms under which such an offer would be accepted.

Credit for Existing Development. If a project involves replacement, redevelopment or intensification of previously existing development, impact fees should be applied only to the portion of the project which represents a net increase in demand for relevant City facilities, applying the measure of demand used in this study to calculate that particular impact fee. Where residential service demand is estimated on the basis of demand per dwelling unit, an addition to a dwelling unit would not be subject to an impact fee if it does not increase the number of dwelling units in the structure. In any project that results in a net increase in the number of dwelling units, the added units would normally be subject to impact fees. A similar analysis can be applied to non-residential development, using the measure of demand on which the impact fees are based.

Reporting. Section 66006 (b) (1) requires that once each year, within 180 days of the close of the fiscal year, the local agency must make available to the public the following information for each separate account established to receive impact fee revenues:

1. A brief description of the type of fee in the account (Section 66006 (b) (1) (A));
2. The amount of the fee;
3. The beginning and ending balance of the account or fund;
4. The amount of the fees collected and interest earned;
5. Identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the percentage of the cost of the public improvement that was funded with fees;
6. Identification of the approximate date by which the construction of a public improvement will commence, if the City determines sufficient funds have been collected to complete financing of an incomplete public improvement;
7. A description of each inter-fund transfer or loan made from the account or fund, including interest rates, repayment dates, and a description of the improvement on which the transfer or loan will be expended;

8. The amount of any refunds or allocations made pursuant to Section 66001, paragraphs (e) and (f).

That information must be reviewed by the City Council at its next regularly scheduled public meeting, but not less than 15 days after the statements are made public, per Section 66006 (b) (2).

Refunds. Prior to the adoption of Government Code amendments contained in SB 1693, a local agency collecting impact fees was required to expend or commit impact fee revenue within five years or make findings to justify a continued need for the money. Otherwise, those funds had to be refunded. SB 1693, adopted in 1996, changed that requirement in material ways.

Now, Section 66001 (d) requires that, for the fifth fiscal year following the first deposit of any impact fee revenue into an account or fund as required by Section 66006 (b), and every five years thereafter, the local agency shall make all of the following findings for any fee revenue that remains unexpended, whether committed or uncommitted:

1. Identify the purpose to which the fee will be put;
2. Demonstrate the reasonable relationship between the fee and the purpose for which it is charged;
3. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements for which impact fees are to be used;
4. Designate the approximate dates on which the funding necessary to complete financing of those improvements will be deposited into the appropriate account or fund.

Those findings are to be made in conjunction with the annual reports discussed above. If such findings are not made as required by Section 66001, the local agency could be required to refund the moneys in the account or fund, per Section 66001 (d). Once the agency determines that sufficient funds have been collected to complete an incomplete improvement for which impact fee revenue is to be used, it must, within 180 days of that determination, identify an approximate date by which construction of the public improvement will be commenced (Section 66001 (e)). If the agency fails to comply with that requirement, it must refund impact fee revenue in the account according to procedures specified in Section 66001 (d).

Annual Update of the Capital Improvement Plan. Section 66002 (b) provides that if a local agency adopts a capital improvement plan to identify the use of impact fees, that plan must be updated annually by a resolution of the governing body at a noticed public hearing. The alternative, per Section 66001 (a) (2) is to identify improvements by applicable general or specific plans or in other public documents. We recommend that the City Council identify this study as the public document on which the use of the fees is based. In most cases, the CIP covers a limited number of years and may not include all improvements needed to serve future development covered by the impact fee study.

Indexing of Impact Fees. Impact fees calculated in this report assume the facilities in question will be constructed on a pay-as-you-go basis. Those fees are based on current cost estimates and should be adjusted annually to account for changes in cost levels. We recommend the *Engineering News Record* Building Cost Index (ENR-BCI) as the basis for indexing construction costs. Where land costs make up a significant portion of the costs covered by a fee, land costs should be adjusted separately, based changes in local land costs.

Imposition of Traffic Impact Fees

Some non-residential traffic impact fees in this report are calculated for broad categories of development, including Commercial and Industrial/Business Park development. Broad categories are used, because there is no way of knowing with any certainty the mix of specific development types that will arise within the range of uses allowed by the General Plan.

The trip generation rates used in the impact fee calculations are estimated average rates for those broad categories. However, those averages may not be well suited to every development project that falls within a particular category. When applying traffic impact fees to a particular non-residential development project, the City should consider whether the long-term traffic impacts of that project are reasonably reflected by the impact fees calculated in this chapter.

If the estimated trip generation rate for a specific development project is substantially higher or lower than the category average, a customized fee can be calculated using the cost per trip for that category from Table 3.3 in Chapter 3 of this report and the trip generation rate that best reflects the impacts of the project in question. If estimates of street improvement costs have been updated from the time this study was completed, the cost per trip should be adjusted accordingly.

Training and Public Information

Effective administration of an impact fee program requires considerable preparation and training. It is important that those responsible for collecting the fees, and for explaining them to the public, understand both the details of the fee program and its supporting rationale. It is important to pay close attention to handouts that provide information to the public regarding impact fees. Impact fees should be clearly distinguished from other fees, such as user fees for application processing, and the purpose and use of particular impact fees should be made clear.

Finally, anyone who is responsible for accounting, capital budgeting, or project management for projects involving impact fees must be fully aware of the restrictions placed on the expenditure of impact fee revenues. The fees recommended in this report are tied to specific improvements and cost estimates. Fees must be expended accordingly and the City must be able to show that funds have been properly expended.

Recovery of Study Costs

Colgan Consulting recommends that agencies charging impact fees increase the fees by a small percentage to recover the cost of periodically updating the fees.

One method that can be used for allocating the cost of fee study updates to impact fees is to divide the cost of the current study by the amount of revenue that will be generated by the impact fees before the fees will need to be updated. However, in light of uncertainty regarding the timing of an economic recovery, and the possibility that development may be unusually slow over the next five years, we believe that approach needs to be modified to take a longer view.

This report projects the total revenue in current dollars that will be collected through buildout of the City, assuming that development occurs as anticipated in the current General Plan.

The City anticipates that buildout will occur within approximately 20 years, and the impact fees will need to be recalculated about every five years. So over that period of time, the City would have to pay for three impact fee studies, in addition to this one. Using those assumptions, it is possible to calculate the City's average percentage cost of impact fee studies over the next 20 years. The actual calculation is shown in the Executive Summary at the beginning of this report.

Exhibit B
DIF FEE TABLE

Impact Fee Type	Residential Single-Family	Residential Multi-Family	Commercial	Office	Industrial/ Business Park
Development Units>>	DU [1]	DU [1]	KSF [1]	KSF [1]	KSF [1]
Streets/Intersections	$ 2,356	$ 1,654	$ 7,213	$ 2,055	$ 835
Police Facilities	$ 225	$ 159	$ 151	$ 194	$ 87
Fire Protection	$ 434	$ 308	$ 291	$ 375	$ 167
Parks	$ 418	$ 297	$ 0.00	$ 0.00	$ 0.00
Community Centers	$ 470	$ 333	$ 0.00	$ 0.00	$ 0.00
Animal Shelter	$ 249	$ 176	$ 0.00	$ 0.00	$ 0.00
City Hall	$ 380	$ 270	$ 255	$ 329	$ 147
Corporation Yard	$ 75	$ 53	$ 50.	$ 65	$ 29
Drainage [2]	$ 1,373	$ 863	$ 1,274	$ 1,062.	$ 910
Multi-Purpose Trails	$ 750	$ 532	$ 503	$ 648	$ 289
Total Fees	**$ 6,730**	**$ 4,645**	**$ 9,737**	**$ 4,728**	**$ 2,464**
Admin Cost Adjustment [3]	$ 32	$ 22	$ 46	$ 22	$ 11
Adjusted Total Fees	**$ 6,762**	**$ 4,667**	**$ 9,783**	**$ 4,750**	**$ 2,475**

[1] DU = dwelling unit; KSF = 1,000 gross square feet of building area

[2] Single family residential drainage fees vary with density; fee shown is for medium-high density; for a complete breakdown of drainage fees for residential development, see Table 11.4

[3] Adjustment for administration and study costs = total fees X 0.0048

Exhibit C

DEVELOPMENT IMPACT FEE CREDIT AND REIMBURSEMENT POLICY

PURPOSE: To establish rules and procedures by which developers may receive a credit against or a reimbursement of Development Impact Fees from the City for required improvements constructed by the developer.

DEFINITIONS: In addition to the definitions provided in Section 3.44.030 of the Wildomar Municipal Code, the following definitions shall apply to this Policy.

DIF: Development Impact Fees

DIF Balance: the amount of DIF due and payable to the City for a development after any DIF Credit is applied to the DIF Obligation.

DIF Credit: a credit granted by the City to reduce a development's DIF Obligation when a developer will be constructing a Capital Improvement.

DIF Obligation: the DIF amount due and payable for a development pursuant to City Ordinances and Fee Resolutions.

DIF Reimbursement: a reimbursement the City agrees to make to a developer that constructs a Capital Improvement.

DIF Study: the City's official, adopted study of the improvements needed to service new development in the City, as well as the nexus requirements and costs for such improvements, as required by California Government Code Sections 66001 et seq., and which forms the basis for the calculation and adoption of the City's Development Impact Fees.

POLICY: The City Municipal Code requires developers to pay Development Impact Fees (DIF) to fund the improvements identified in the DIF Study at the time of the issuance of a building permit. The DIF Study identifies projects' fair share costs to construct the identified improvements to help mitigate the impacts on the City's local systems generated by new Development Projects.

Any developer who desires to receive a DIF Credit or DIF Reimbursement must enter into an agreement with the City. A developer that does not enter into an agreement as required by the Wildomar Municipal Code and this policy shall not be entitled to a DIF Credit or DIF Reimbursement. An agreement for a credit must be entered into between the City and the Developer prior to the time the DIF for the project are due and payable. An agreement for a reimbursement may be entered into between the City and the Developer at any time before the Capital Improvement is accepted by the City. DIF Credits and DIF Reimbursements for a project may be addressed in a single agreement.

DIF CREDITS:

A. Maximum DIF Credit. The City may apply a DIF Credit to offset, in whole or in part, the project's DIF Obligation. The maximum amount of DIF Credit that may be applied by the City to reduce a project's DIF Obligation shall be equal to the lesser of:

(1) the City Engineer's Estimate of the actual value of the Capital Improvement

(hereinafter collectively referred to as "Engineer's Estimate");

(2) the estimated cost of the Capital Improvement as identified in the DIF study in effect at the time of the issuance of a building permit for the project; or

(3) the project's DIF Obligation.

B. Application of DIF Credit. The DIF Credit shall be applied at the time the DIF Obligation is due and payable. If the project is to be developed in phases, the developer may only receive a DIF Credit for Capital Improvements to be constructed during the current phase of development.

C. Submittal Timeframe. The developer shall submit to the City Engineer any and all documentation the developer deems relevant in substantiating a request for a DIF Credit for the Capital Improvements to be constructed by the developer. Such documentation may include contracts, bids, estimates, or any other relevant documents pertaining to the actual value of the Capital Improvements. The City Engineer shall take into consideration any such documentation submitted by the developer in formulating the Engineer's Estimate. The City Engineer will use his or her best efforts to formulate an Engineer's Estimate and provide said estimate to the developer in writing no later than sixty (60) calendar days after submittal of the last document by the developer.

D. DIF Credit Calculation. The City Engineer shall calculate the maximum amount of DIF Credit that shall be applied by the City to offset the DIF Obligation by using the attached DIF Credit Calculation table (ATTACHMENT "A").

E. Reconciliation: Final DIF Credit. If the dollar amount of the actual DIF Credit is less than the amount of the actual DIF Obligation, the City shall notify the developer in writing of the amount of the DIF Balance due and developer shall pay the DIF Balance to fully satisfy the DIF Obligation at the time DIF payments are due. If the DIF Credit is equal to the DIF Obligation, the Developer will be deemed to have fully satisfied the DIF Obligation.

DIF REIMBURSEMENTS:

A. Eligibility. If a developer has constructed or will be constructing a Capital Improvement, the developer may request a reimbursement from the City for the actual cost of construction of the Capital Improvement. A developer may receive a reimbursement only after the City has accepted the Capital Improvement.

B. Maximum DIF Reimbursement. The maximum amount of a DIF Reimbursement shall be equal to the lesser of:

(1) the actual cost of construction of the Capital Improvement;

(2) the estimated cost of the Capital Improvement as identified in the DIF Study in effect at the time of the issuance of a building permit for the project; or

(3) the project's DIF Balance.

In no event shall the aggregate amount of a DIF Credit and DIF Reimbursement exceed the construction costs of the Capital Improvement identified in the DIF Study in effect at

the time of the issuance of a building permit. Developer shall not be entitled to any interest or other cost adjustments for DIF paid to the City from the date of actual payment until and including the date of receipt of any DIF Reimbursement by Developer.

C. Submittal Requirements. The Developer shall submit a written request for a DIF Reimbursement in accordance with the terms of the DIF Reimbursement Agreement between the City and the Developer and this policy. The Developer shall submit to the City Engineer complete documentation organized in a three-ring binder of actual construction costs for the Capital Improvement constructed by the Developer. Such documentation shall include, but not be limited to, the documents supporting the information set forth in the Actual Cost Verification Submittal List. The City Engineer shall use the documentation and information provided by the Developer to verify the actual construction costs incurred by the Developer in its construction of the Capital Improvement (hereinafter referred to as "Verified Costs"). The City Engineer will use best efforts to determine the actual amount of the Verified Costs and provide Developer with written notice thereof within sixty (60) calendar days of receipt of **all** of the documents and information required by the City Engineer from Developer. The City Engineer shall have an additional review period of sixty (60) calendar days from the date of receipt of any additional documents or information from the Developer to assist in the determination of the amount of Verified Costs.

D. DIF Reimbursement Calculation. City Staff shall calculate the maximum amount of the DIF Reimbursement by using the attached DIF Credit Calculation table (ATTACHMENT "B").

E. Transfer of Reimbursement Amount as Credit to another Project. In lieu of a cash reimbursement, a Developer may convert all or part of the DIF Reimbursement to a DIF Credit toward another project in the City being constructed by the same developer.

F. Time Limitations. All reimbursement agreements between the City and Developer shall remain in effect for a period not to exceed ten years from the date of execution by the City.

G. Priority of Reimbursements. Payment of DIF Reimbursements from available DIF revenues shall be prioritized by the date the required agreement is executed by the City and the developer. In the event more than one agreement is executed on the same day, those agreements the DIF revenues available shall be split between those agreements equally.

IMPLEMENTATION:

The City Manager or his/her designee shall be responsible for the implementation of this policy and the development of all necessary processes and procedures to ensure the equitable application of DIF credits and reimbursements to developers.

Attachments: ATTACHMENT "A" - DIF Credit Calculation table
ATTACHMENT "B" - DIF Reimbursement Calculation table

Exhibit C

ATTACHMENT "A": DIF Credit Calculation

Item	Process for DIF Credit Calculation	Streets /Inter-sections	City Hall	Police	Fire	Corporation Yard	Parks	Community/ Rec Centers	Animal Shelter	Drainage Improvements	Mulit-Purpose Trails
1	Engineer's Estimate	$	$	$	$	$	$	$	$	$	$
2	Project costs as identified in DIF study	$	$	$	$	$	$	$	$	$	$
3	Actual DIF Obligation	$	$	$	$	$	$	$	$	$	$
4	Developer's Credit Amount** Least of Lines 1, 2 and 3	$	$	$	$	$	$	$	$	$	$

Credit amount shall not exceed obligation

Exhibit C

ATTACHMENT "B": DIF Reimbursement Calculation

Item	Process for Reinbursement Calculation	Streets/InterS	City Hall	Police	Fire	Corporation Yard	Parks	Community/ Rec Centers	Animal Shelter	Drainage Improvements	Mulit-Purpose Trails
1	Project costs as identified in DIP study	$	$	$	$	$	$	$	$	$	$
2	Credit received	$	$	$	$	$	$	$	$	$	$
3	Subtract Line 2 from Line 1	$	$	$	$	$	$	$	$	$	$
4	Actual cost	$	$	$	$	$	$	$	$	$	$
5	Subtract Line 2 from Line 4	$	$	$	$	$	$	$	$	$	$
6	Potential Reimbursement Amount Lesser of Line 3 or Line 5	$	$	$	$	$	$	$	$	$	$

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: October 9, 2013

TO: Mayor and City Council Members

FROM: Misty Cheng, City Controller

SUBJECT: FY 2013-14 First Quarter Budget Report

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council:

1. Review and consider approval of the budget report and decision package recommendations as listed in the Fiscal Year 2013-14 First Quarter Report; and

2. Adopt a Resolution entitled:

RESOLUTION NO. 2013 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2013-14 BUDGETED REVENUES AND EXPENSES

BACKGROUND:
This first quarter budget report for Fiscal Year 2013-14 reflects the Finance Department's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with the decision making process. All funds have been reviewed in preparing this report.

The emphasis of this report is on the General Fund which funds most of the government services such as public safety, general administrative services, building, planning, economic development, etc. This report also discusses preliminary prior year results, budget trends and the economic/political outlook that may impact the City's resources.

The primary purposes of this report are to:

- Recommended budgetary changes to address known budget deficiencies.
- Recommend budget changes to align the budget with projected fiscal year end actual costs;
- Identify changes which materially impact fund balances;
- Recommend personnel and organizational changes to enhance program operations and efficiency; and

- Recommend budget adjustments that are consistent with City Council goals and objectives; and

BACKGROUND/DISCUSSION:

On June 26, 2013, the City Council adopted the first biennial operating budget for fiscal years 2013-14 and 2014-15 for the City of Wildomar. This is a conservative and balanced budget totaling $7.3 and $7.6 million for the General Fund for fiscal year 2013-14 and 2014-15, respectively. A 370 page budget document, complete with narratives on the budget process, goals and objectives of each department, fiscal policies and practices, city wide summaries of revenues and expenditures, and department details of budgeted expenditures, will be forthcoming.

With three months of fiscal activity having been completed at the September 30, 2013 first quarter completion date, staff is recommending the consideration of several programs or projects. The detail Decision Packages for each program are provided as attachments and the following provides a program overview:

Code Enforcement's Property Clean Up and Abatement Program:

Department staff is recommending consideration of an additional funding of $40,000 ($20,000 for each fiscal year 2013-14 and 2014-15) for the for the costs associated with the removal of excessive debris, rubble, hazardous materials and other items from properties that are not in compliance with the Municipal Code. Annually due to cost limitations, a high priority code enforcement case would recommended to be abated. The project would be managed by the Code Enforcement Department utilizing the services of a professional geologist, contractor, hauler and/or hazardous waste removal company. Specifically for fiscal year 2013-14, the recommended projects are in response to citizen's complaints on abandoned properties that are full of accumulated rubbish, much of which is hazardous waste such as asbestos, oil and lead paint. Staff would contract with a professional to survey the property and determine the amount and how to remove the hazardous waste. The City would then contract with professionals to remove the remainder of the non-hazardous rubble and debris. The City would seek reimbursement of costs from the property owner. This Property Clean Up and Abatement Program will create a clean and safe environment on properties that have health and safety concerns which, if not addressed, can and will present a situation of great liability.

Planning Department's General Plan Update:

This decision package, initially presented in June 2012, has been revised and is requesting $205,000 in funding to prepare a General Plan Update/EIR to the City's existing General Plan. The project would be managed by the Planning Department utilizing the services of PMC, Inc.

(the City's Planning Consultant). The update will result in a General Plan that focuses entirely on the City of Wildomar, thereby, eliminating those parts of the General Plan that address, and are specific to, the larger geographic area of Riverside County. The update will also ensure that the General Plan reflects and incorporates the results of the City's 2008 visioning efforts, allows the City to craft policies that encourage good design guidelines, help the City address sustainability, and provide a clear set of Wildomar-specific goals and policies that will support existing ordinances and future plans for the community. Funding would initially originate from the General Fund reserves and could be reimbursed by appropriate fees and charges.

Planning Department's Training and Education Program:

An additional funding amount of $10,300 would provide the opportunity for all five (5) Planning Commissioners and the Planning Director to attend the Planning Commissioner's Academy League Conference in San Francisco in March 2014. (The training location alternates between southern and northern California locations every year).

Following up on City Council discussions regarding the need for additional Planning Commissioners training, it is recommended that all five Planning Commissioners and Planning Director attend the 2014 Planning Commissioner's Academy League Conference. The benefits to be derived from the conference include receiving training for the Planning Commission and interaction with fellow Commissioners from other agencies in the State, developing a deeper understanding of the role a Planning Commissioner has in the development review process and in establishing land use policies related to the General Plan.

FISCAL IMPACT:

The recommended changes to the General Fund results in revenues of $7,416,800 and expenditures of $7,347,000 with an estimated ending fund balance of $1,282,464 (17.5% of expenditures). Should the decision packages, for FY 2013-14 of $235,000 be approved the fund balance would be $1,047,164 (13.8% of adjusted expenditures).

Submitted by:
Misty V. Cheng
City Controller

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

A: FY 2013-14 First Quarter Budget Report and Changes
B: Detailed Decision Package-Code Enforcement - Abandoned Property Clean Up
C: Detailed Decision Package-Planning - General Plan Update
D: Detailed Decision Package-Planning - Training

RESOLUTION NO. 2013 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2013-14 BUDGETED REVENUES AND EXPENSES.

WHEREAS, The City of Wildomar Biennial Budget for FY 2013-14 and 2014-15 was approved by the Wildomar City Council on June 26, 2013; and

WHEREAS, Changing economic conditions require that the original approved budget be monitored and updated: and

WHEREAS, Increases to the Code Enforcement and Planning expenditure budget are needed for department specific projects and would utilize $235,000 of the General Fund reserves as a non-recurring funding source; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar authorizes the amendment to the FY 2013-14 Budgets in the amount of $11,635,500 in revenues along with total expenditures in the amount of $11,103,000 attached as Exhibit A, plus $235,000 of amended General Fund expenditures for Code Enforcement and Planning Department projects.

PASSED, APPROVED AND ADOPTED this 9th day of October 2013.

_____
Timothy Walker
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

Exhibit A

City of Wildomar
Total City Budgets Summary
FY 2013-14

	Audit Actual Balance 06/30/13	+	**Budgeted Revenues 2013-14**	=	Funds Available 2013-14	-	**Proposed Appropriations 2013-14**	=	Estimated Available Balance 06/30/13
General Fund	$ 1,212,664		$ 7,416,800		$ 8,629,464		$ 7,347,000		**$ 1,282,464**
	0								***17.5%***
Non-General Funds									
Gas Tax/TCRP (prop 42)	$ (3,000)		$ 1,139,000		$ 1,136,000		$ 1,198,800		$ (62,800)
Measure A	533,476		487,000		1,020,476		917,400		103,076
TDA	162,329		-		162,329		-		162,329
AQMD	11,163		35,000		46,163		39,900		6,263
LMD 2006-1 (Parks)	(87,187)		-		(87,187)		-		(87,187)
LMD 89-1	22,121		304,600		326,721		345,400		(18,679)
CSA 22	(42,083)		30,000		(12,083)		34,000		(46,083)
CSA 103	(7,775)		146,000		138,225		165,500		(27,275)
CSA 142	51,775		32,900		84,675		37,300		47,375
Measure Z - Parks	-		343,200		343,200		306,700		36,500
DIF (all)	972,845		1,190,000		2,162,845		144,100		2,018,745
Grant Fund	50,237		-		50,237		58,900		(8,663)
CDBG	(10,009)		110,000		99,991		124,700		(24,709)
SLESF	-		100,000		100,000		100,000		-
Cemetery	1,273,708		292,000		1,565,708		283,300		1,282,408
	-		9,000		9,000		-		9,000
Total Non-General Funds	$ 1,653,892		$ 4,218,700		$ 5,571,592		$ 3,756,000		$ 2,098,892
Total City Funds	**$ 2,866,556**	**+**	**$ 11,635,500**	**=**	**$ 14,201,056**	**-**	**$ 11,103,000**	**=**	**$ 3,381,356**

Attachment A

FY 2013-14 First Quarter Budget Report and Changes

City of Wildomar
Revenue Group
Budget Report
1st Quarter July 1, 2013 - September 30,2013

Account Number		Budget	3 month actual Revenues	Remaining Budget	% Received	Proposed Adjustment	Adjusted Budget
100 General Fund							
3100	Sales & Use Tax	1,090,000	152,371	937,629	14%		1,090,000
3101	Sales & Use Tax TFL	375,000	-	375,000	0%		375,000
3102	Property Tax in Lieu of Sales Tax	-	-	-	0%		-
3103	ERAF Sales Tax	200,000	-	200,000	0%		200,000
3104	Pass Through Payment	20,000	-	20,000	0%		20,000
3105	Property Tax-Secured	2,675,000	79,781	2,595,219	3%		2,675,000
3106	Property Tax-Unsecured	143,000	6,767	136,233	5%		143,000
3107	Property Tax-Prior Year	220,000	-	220,000	0%		220,000
3108	Property Tax-HOPTR	50,000	-	50,000	0%		50,000
3109	Property Tax-Supplemental, SBE	30,000	-	30,000	0%		30,000
3110	Real Property Transfer Tax	86,000	22,152	63,848	26%		86,000
3112	Property Tax VLF Swap	-	-	-	0%		-
3120	Franchise Fee-Solid Waste	286,000	25,377	260,623	9%		286,000
3121	Franchise Fee-Electricity	224,000	-	224,000	0%		224,000
3122	Franchise Fee-Gas	128,000	-	128,000	0%		128,000
3123	Franchise Fee Cable-Time Warner	82,000	16,368	65,632	20%		82,000
3124	Franchise Fee-Telecomm-Verizon	163,000	47,884	115,116	29%		163,000
3200	Business Registration Fee	15,000	2,505	12,495	17%		15,000
3201	NPDES Inspection Fee	-	-	-	0%		-
3210	Planning Fee	-	-	-	0%		-
3230	Develop/Engineering Permit Fee	-	-	-	0%		-
3235	Encroachment Permit	-	-	-	0%		-
3240	Building & Safety Fee	140,000	58,101	81,899	42%		140,000
3260	Private Development Fee	800,000	13,210	786,790	2%		800,000
3265	Animal Control Fee	-	-	-	0%		-
3268	Code Enforcement Revenue	5,000	8,866	(3,866)	177%		5,000
3270	Fines & Forfeitures	65,000	8,408	56,592	13%		65,000
3271	AMR Fines	9,000	-	9,000	0%		9,000
3300	Abandoned Property Registration	20,000	900	19,100	5%		20,000
3310	Public Safety Revenue	10,000	2,094	7,906	21%		10,000
3320	Special Event Revenue	3,000	-	3,000	0%		3,000
3322	Parks & Recreation	3,000	-	3,000	0%		3,000
3323	Farmers Market	-	-	-	0%		-
3325	Sports Leagues	2,000	-	2,000	0%		2,000
3326	Citizen Corp Revenue	-	-	-	0%		-
3500	Motor Vehicle License Fee	-	-	-	0%		-
3525	SB90 State Mandated Cost Reimb	10,000	10,582	(582)	106%		10,000
3526	State Condemnation Rev	1,000	-	1,000	0%		1,000
3530	County Augmentation	-	-	-	0%		-
3535	County/Special Dist. Reimb.	20,000	42	19,958	0%		20,000
3540	Grant Revenue	-	-	-	0%		-
3800	Interest Income	5,000	-	5,000	0%		5,000
3801	Gain or Loss on Investment	-	-	-	0%		-

City of Wildomar
Revenue Group
Budget Report
1st Quarter July 1, 2013 - September 30,2013

Account Number		Budget	3 month actual Revenues	Remaining Budget	% Received	Proposed Adjustment	Adjusted Budget
3802	Cash Over/Short	-	(0)	0	0%		-
3850	Miscellaneous Income	1,000	7	993	1%		1,000
3851	Save Our Park Donation	-	1,000	(1,000)	0%		-
3852	Donations	-	-	-	0%		-
3853	SOP Donation-O'Brien	-	-	-	0%		-
3854	SOP Donation-Windsong	-	-	-	0%		-
3900	Transfers In	535,800	-	535,800	0%		535,800
3901	Prior Period Adjustment	-	-	-	0%		-
	Total General Fund	7,416,800	456,415	6,960,385	6%	-	7,416,800
200	Gas Tax						
3503	Gas Tax 2103	553,000	48,929	504,071	9%		553,000
3505	Gas Tax 2105	182,000	13,671	168,329	8%		182,000
3506	Gas Tax 2106	126,000	10,116	115,884	8%		126,000
3507	Gas Tax 2107	272,000	24,206	247,794	9%		272,000
3508	Gas Tax 2107.5	6,000	-	6,000	0%		6,000
3535	County/Special Dist. Reimb.	-	-	-	0%		-
3540	Grant Revenue	-	-	-	0%		-
3800	Interest Income	-	-	-	0%		-
3900	Transfers In	-	-	-	0%		-
3901	Prior Period Adjustment	-	-	-	0%		-
	Total Gas Tax	1,139,000	96,921	1,042,079	9%		1,139,000

City of Wildomar
Revenue Group
Budget Report
1st Quarter July 1, 2013 - September 30,2013

Account Number		Budget	3 month actual Revenues	Remaining Budget	% Received	Proposed Adjustment	Adjusted Budget
201	Measure A						
3520	Measure A Revenue	487,000	85,875	401,125	18%		487,000
3540	Grant Revenue	-	-	-	0.00		-
3800	Interest Income	-	-	-	0.00		-
3850	Miscellaneous Income	-	-	-	0.00		-
3900	Transfers In	-	-	-	0.00		-
	Total Measure A	487,000	85,875	401,125	0.00		487,000
203	TDA Fund						
3524	TDA Article 3 Rev	-	-	-	0.00		-
3540	Grant Revenue	-	-	-	0.00		-
3800	Interest Income	-	-	-	0.00		-
3850	Miscellaneous Income	-	-	-	0.00		-
3900	Transfers In	-	-	-	0.00		-
3901	Prior Period Adjustment	-	-	-	0.00		-
	Total TDA Fund	-	-	-	0.00		-
210	AQMD						
3510	AQMD-AB2766	35,000	-	35,000	0.00		35,000
3800	Interest Income	-	-	-	0.00		-
	Total AQMD	35,000	-	35,000	0.00		35,000
250	LMD 2006-1						-
3550	Special Assessment	-	-	-	0.00	-	-
	LLMD 89-1C	-	-	-	0.00	-	-
251	LLMD 89-1C						-
3550	Special Assessment	-	0	-	0.00		-
8803	Zone 3 Special Assessment	108,000	0	-	0.00		108,000
8818	Zone 18 STL Special Assessment	700	0				700
8826	Zone 26 STL Special Assessment	1,000	0				1,000
8827	Zone 27 STL Special Assessment	1,100	0				1,100
8829	Zone 29 Special Assessment	900	0				900
8830	Zone 30 Special Assessment	28,000	0				28,000
8835	Zone 35 STL Special Assessment	200	0				200
8842	Zone 42 Special Assessment	29,700	0				29,700
8850	Zone 50 STL Special Assessment	300	0				300
8851	Zone 51 Special Assessment	7,000	0				7,000
8852	Zone 52 Special Assessment	56,800	0				56,800
8859	Zone 59 Special Assessment	4,400	0				4,400
8862	Zone 62 Special Assessment	15,600	0				15,600
8867	Zone 67 Special Assessment	6,500	0				6,500
8870	Zone 70 STL Special Assessment	1,100	0				1,100

City of Wildomar
Revenue Group
Budget Report
1st Quarter July 1, 2013 - September 30,2013

Account Number		Budget	3 month actual Revenues	Remaining Budget	% Received	Proposed Adjustment	Adjusted Budget
8871	Zone 71 Special Assessment	9,300	0				9,300
8872	Zone 71 Special Lighting	400	0				
8873	Zone 73 STL Special Assessment	700	0				700
8888	Zone 88 STL Special Assessment	700	0				700
8890	Zone 90 Special Assessment	32,200	0				32,200
Total	LLMD 89-1C	304,600	0	304,600	0.00	0	304,200
							-
252	CSA-22						-
							-
3550	Special Assessment	30,000	643	29,357	0.00		30,000
Total	CSA-22	30,000	643	29,357	0.00		30,000
							-
253	CSA-103						-
							-
3550	Special Assessment	146,000	2,416	143,584	0.00		146,000
Total	CSA-103	146,000	2,416	143,584	0.00		146,000

City of Wildomar
Revenue Group
Budget Report
1st Quarter July 1, 2013 - September 30,2013

Account Number	Budget	3 month actual Revenues	Remaining Budget	% Received	Proposed Adjustment	Adjusted Budget
254 CSA-142						-
3550 Special Assessment						-
Total CSA-142	32,900	721	32,179	0.00		32,900
	32,900	721	32,179	0.00		32,900
255 Measure Z Park						-
3550 Special Assessment						-
3850 Miscellaneous Income	343,200	0	-	0.00		343,200
	-	0	-	0.00		-
Total Measure Z Park	-	0	-	0.00		-
	343,200	0	-	0.00		343,200
280 Grants						-
3535 County/Special Dist. Reimb.	-	0	-	0.00		-
3540 Grant Revenue	-	9,050	(9,050)	0.00		-
3900 Transfers In	-	0	-	0.00		-
Total Grants	-	9,050	(9,050)	0.00		-
281 SLESF						-
3521 SLESF Revenue	100,000	0	100,000	0.00		100,000
3540 Grant Revenue	-	0	-	0.00		-
3800 Interest Income	-	0	-	0.00		-
3900 Transfers In	-	0	-	0.00		-
Total SLESF	100,000	0	100,000	0.00		100,000
282 CDBG						-
3540 Grant Revenue	110,000	0	110,000	0.00	-	110,000
3800 Interest Income	-	0	-	0.00		-
3900 Transfers In	-	0	-	0.00		-
Total CDBG	110,000	0	110,000	0.00	-	110,000
						-

City of Wildomar
Revenue Group
Budget Report
1st Quarter July 1, 2013 - September 30,2013

Account Number		Budget	3 month actual Revenues	Remaining Budget	% Received	Proposed Adjustment	Adjusted Budget
300	Cemetery						-
3104	Pass Through Payment	-	0	-	0.00		-
3105	Property Tax-Secured	209,000	9,110	199,890	0.00		209,000
3106	Property Tax-Unsecured	15,000	773	14,227	0.00		15,000
3107	Property Tax-Prior Year	1,000	0	1,000	0.00		1,000
3108	Property Tax-HOPTR	1,000	0	1,000	0.00		1,000
3109	Property Tax-Supplemental, SBE	5,000	0	5,000	0.00		5,000
3111	Property Tax-Teeter	11,000	0	11,000	0.00		11,000
3525	SB90 State Mandated Cost Reimb	-	0		0.00		-
3527	State Mandated Cost Reimbursement	-	0	-	0.00		-
3536	Endowment	-	0	-	0.00		-
3537	Proceeds from Cemetery	-	0	-	0.00		-
3800	Interest Income	-	0	-	0.00		-
3850	Miscellaneous Income	50,000	5,720	44,280	0.00		50,000
3900	Transfers In	-	0	-	0.00		-
3910	Contribution from County	-	0	-	0.00		-
	Total Cemetery	292,000	15,603	276,397	0.05		292,000
301	Cemetery Endowment						-
3104	Pass Through Payment	-	0	-	0.00		-
3105	Property Tax-Secured	-	0	-	0.00		-
3106	Property Tax-Unsecured	-	0	-	0.00		-
3536	Endowment	9,000	1,000	8,000	0.00		9,000
3537	Proceeds from Cemetery	-	0	-	0.00		-
3800	Interest Income	-	0	-	0.00		-
3850	Miscellaneous Income	-	0	-	0.00		-
3900	Transfers In	-	0	-	0.00		-
3910	Contribution from County	-	0	-	0.00		-
	Total Cemetery Endowment	9,000	1,000	8,000	0.00		9,000
410	Admin DIF						-
3560	Develoment Impact Fee	16,500	55	16,445	0.00		16,500
3561	DIF-Single Family Residence	-	1,485	(1,485)	0.00		-
3562	DIF-Multi-Family Residential	-	0	-	0.00		-
3563	DIF-Commercial	-	0	-	0.00		-
3564	DIF-Industrial	-	0	-	0.00		-
3800	Interest Income	-	0	-	0.00		-
3900	Transfers In	-	0	-	0.00		-
	Total Admin DIF	16,500	1,540	14,960	9%		16,500

City of Wildomar
Revenue Group
Budget Report
1st Quarter July 1, 2013 - September 30,2013

Account Number		Budget	3 month actual Revenues	Remaining Budget	% Received	Proposed Adjustment	Adjusted Budget
420	Public Facilities DIF						-
3560	Development Impact Fee						-
3561	DIF-Single Family Residence	362,000	1,207	360,793	0.00		362,000
3562	DIF-Multi-Family Residential	-	32,589	(32,589)	0.00		-
3563	DIF-Commercial	-	0	-	0.00		-
3564	DIF-Industrial	-	0	-	0.00		-
3800	Interest Income	-	0	-	0.00		-
3900	Transfers In	-	0	-	0.00		-
	Total Public Facilities DIF	-	0	-	0.00		-
		362,000	33,796	328,204	9%		362,000
430	Fire Facilities DIF						-
3560	Development Impact Fee						-
3561	DIF-Single Family Residence	212,000	705	211,295	0.00		212,000
3562	DIF-Multi-Family Residential	-	19,035	(19,035)	0.00		-
3563	DIF-Commercial	-	0	-	0.00		-
3564	DIF-Industrial	-	0	-	0.00		-
3800	Interest Income	-	0	-	0.00		-
3900	Transfers In	-	0	-	0.00		-
	Total Fire Facilities DIF	-	0	-	0.00		-
		212,000	19,740	192,260	9%		212,000
440	Trans-Roads DIF						-
3560	Development Impact Fee						-
3561	DIF-Single Family Residence	165,000	549	164,451	0.00		165,000
3562	DIF-Multi-Family Residential	-	14,823	(14,823)	0.00		-
3563	DIF-Commercial	-	0	-	0.00		-
3564	DIF-Industrial	-	0	-	0.00		-
3800	Interest Income	-	0	-	0.00		-
3900	Transfers In	-	0	-	0.00		-
	Total Trans-Roads DIF	-	0	-	0.00		-
		165,000	15,372	149,628	9%		165,000
450	Trans-Signals DIF						-
3560	Development Impact Fee						-
3561	DIF-Single Family Residence	126,000	420	125,580	0.00		126,000
3562	DIF-Multi-Family Residential	-	11,340	(11,340)	0.00		-
3563	DIF-Commercial	-	0	-	0.00		-
3564	DIF-Industrial	-	0	-	0.00		-
3800	Interest Income	-	0	-	0.00		-
3900	Transfers In	-	0	-	0.00		-
	Total Trans-Signals DIF	-	0	-	0.00		-
		126,000	11,760	114,240	9%		126,000

City of Wildomar
Revenue Group
Budget Report
1st Quarter July 1, 2013 - September 30,2013

Account Number		Budget	3 month actual Revenues	Remaining Budget	% Received	Proposed Adjustment	Adjusted Budget
460	Regional Parks DIF						-
3560	Development Impact Fee						-
3561	DIF-Single Family Residence	169,000	563	168,437	0.00		169,000
3562	DIF-Multi-Family Residential	-	15,201	(15,201)	0.00		-
3563	DIF-Commercial	-	0	-	0.00		-
3564	DIF-Industrial	-	0	-	0.00		-
3800	Interest Income	-	0	-	0.00		-
3900	Transfers In	-	0	-	0.00		-
	Total Regional Parks DIF	-	0	-	0.00		-
		169,000	15,764	153,236	9%		169,000
470	Community Ctr DIF						-
3560	Development Impact Fee						-
3561	DIF-Single Family Residence	19,000	65	18,935	0.00		19,000
3562	DIF-Multi-Family Residential	-	1,755	(1,755)	0.00		-
3563	DIF-Commercial	-	0	-	0.00		-
3564	DIF-Industrial	-	0	-	0.00		-
3800	Interest Income	-	0	-	0.00		-
3900	Transfers In	-	0	-	0.00		-
	Total Community Ctr DIF	-	0	-	0.00		-
		19,000	1,820	17,180	10%		19,000
480	Multipurpose Trails DIF						-
3560	Development Impact Fee						-
3561	DIF-Single Family Residence	95,000	316	94,684	0.00		95,000
3562	DIF-Multi-Family Residential	-	8,532	(8,532)	0.00		-
3563	DIF-Commercial	-	0	-	0.00		-
3564	DIF-Industrial	-	0	-	0.00		-
3800	Interest Income	-	0	-	0.00		-
3900	Transfers In	-	0	-	0.00		-
	Total Multipurpose Trails DIF	-	0	-	0.00		-
		95,000	8,848	86,152	9%		95,000
490	Library DIF						-
3560	Development Impact Fee						-
3561	DIF-Single Family Residence	25,500	341	25,159	0.00		25,500
3562	DIF-Multi-Family Residential	-	9,207	(9,207)	0.00		-
3563	DIF-Commercial	-	0	-	0.00		-
3564	DIF-Industrial	-	0	-	0.00		-
3900	Transfers In	-	0	-	0.00		-
	Total Library DIF	-	0	-	0.00		-
		25,500	9,548	15,952	37%		25,500
	Grand Total	11,635,500	786,833	10,848,667		-	11,635,500

City of Wildomar

Expenditure Status Report

1st Quarter FY 2013-14 Expenditure Status
July 1, 2013 through September 31, 2013

General Fund	Budget	3 month actual expenditures	Remaining Budget	% spent	Requested Budget Change	Revised Budget
City Council	108,100	28,813	79,287	27%		108,100
City Manager	297,600	65,662	231,938	22%		297,600
City Clerk	149,200	25,424	123,776	17%		149,200
City Attorney	204,000	26,835	177,165	13%		204,000
Administrative Svcs	205,900	49,030	156,870	24%		205,900
Community Services	29,100	1,779	27,321	6%		29,100
O'Brien Park	0	0	0	0%		0
Heritage Park	0	0	0	0%		0
Windsong Park	0	0	0	0%		0
Contractural Services	22,000	239	21,761	0%		22,000
Non-Departmental/Facilities	330,800	246,187	84,613	74%		330,800
						0
General Government	**1,346,700**	**443,969**	**902,731**	33%	0	**1,346,700**
Community Dev Admin	71,300	12,775	58,525	0%		71,300
Planning Commission	17,000	0	17,000	0%		17,000
Building and Safety	444,500	50,323	394,177	11%		444,500
Planning	193,800	31,673	162,127	16%		193,800
Private Development	730,500	99,589	630,911	14%		730,500
Development Engineering	500	899	(399)	180%		500
Code Enforcement	88,200	15,376	72,824	17%		88,200
Public Works	0	0	0	0%		0
Community Services	0	0	0	0%		0
Community Development	**1,545,800**	**210,634**	**1,335,166**	14%	0	**1,545,800**
Public Works	2,000	650				
Office of Emergency Mgmt	29,400	1,928	27,472	7%		29,400
Police	1,999,600	5,946	1,993,654	0%		1,999,600
Fire	1,978,200	328	1,977,873	0%		1,978,200
Animal Control	445,300	154,313	290,987	35%		445,300
Police Credit	0	0	0	0%		0
Public Safety	**4,454,500**	**163,165**	**4,289,986**	4%	0	**4,452,500**
General Fund	**7,347,000**	**817,768**	**6,527,883**	11%	0	**7,347,000**

City of Wildomar

Expenditure Status Report

1st Quarter FY 2013-14 Expenditure Status
July 1, 2013 through September 31, 2013

		Budget	3 month actual expenditures	Remaining Budget	% spent	Requested Budget Change	Revised Budget
200	**Gas Tax**						
200-410	Electricity						
Total	Electricity	0	4,265	(4,265)	0%	0	0
200-450	Public Works/Engineering						
Total	Public Works/Engineering	1,198,800	459,988	738,812	38%	0	1,198,800
200-907	Safe Sidewalks to Schools						
200-907-4500	Public Works						
Total	Safe Sidewalks to Schools	0	0	0	0%		0
200-908	Clinton Keith/I-15 Interchg 01						
200-908-4500	Public Works						
Total	Clinton Keith/I-15 Interchg 01	0	1,551	(1,551)	141%		0
200-909	Bundy Canyon/Scott Rd Widen 02						
200-909-4500	Public Works						
Total	Bundy Canyon/Scott Rd Widen 02	0	0	0	0%		0
200-910	I-15/Baxter Traf Sig 03						
200-910-4500	Public Works						
Total	I-15/Baxter Traf Sig 03	0	0	0	0%		0
Total 200-912	Clinton Keith Widen 05	0	247	(247)	0%		(247)
Total 200-913	Clinton Keith Widen 08	0	247	(247)	0%		(247)
Total	**Gas Tax**	**1,198,800**	**466,298**	**732,502**	39%	0	1,198,553

City of Wildomar

Expenditure Status Report

1st Quarter FY 2013-14 Expenditure Status
July 1, 2013 through September 31, 2013

		Budget	3 month actual expenditures	Remaining Budget	% spent	Requested Budget Change	Revised Budget
201	**Measure A**						
201-450	Public Works/Engineering						
201-450-4500	Public Works						
Total	Public Works/Engineering	147,400	0	21,300	0%		21,300
201-901	Accessibility Imp Prog						
201-901-4500	Public Works						
Total	Accessibility Imp Prog	20,000	0	20,000	0%		20,000
201-902	Roadway Safety Imp						
201-902-4500	Public Works						
Total	Roadway Safety Imp	40,000	53,198	36,561	860%		40,000
201-903	Slurry Seal Prog						
201-903-4500	Public Works						
Total	Slurry Seal Prog	550,000	356	549,644	0%		550,000
201-905	Unpaved Roadway						
201-905-4500	Public Works						
Total	Unpaved Roadway	33,000	0	33,000	0%		33,000
201-906	City Wide Maint Prog						
201-906-4500	Public Works						
Total	City Wide Maint Prog	127,000	16,819	110,181	13%		127,000
201-924	Public Works						
201-924-4500	Unpaved Roadway						
Total	Unpaved Roadway	0	494	(494)	0%		0
Total	Mesure A	917,400	70,867				

City of Wildomar

Expenditure Status Report

1st Quarter FY 2013-14 Expenditure Status
July 1, 2013 through September 31, 2013

		Budget	3 month actual expenditures	Remaining Budget	% spent	Requested Budget Change	Revised Budget
203	**TDA Fund**						
203-919	Safe Sidewalks to Schools SB821 Phase 2						
203-919-4500	Public Works						
Total	Safe Sidewalks to Schools SB821 Phase 2	0	0	0	0%		0
203-920	Safe Sidewalks to Schools SB821-Grand						
203-920-4500	Public Works						
Total	Safe Sidewalks to Schools SB821-Grand	0	0	0	0%		0
203-922	Almond Street Sidewalk Improvements						
203-922-4500	Public Works						
Total	Almond Street Sidewalk Improvements	0	0	0	0%		0
Total	**TDA Fund**	0	0	0	0%		0
210	**AQMD**						
210-450	Public Works/Engineering						
210-450-4500	Public Works						
Total	**AQMD**	39,900	7,452	32,448	0%		32,448
251	**LLMD 89-1C**						
251-410	General Government						
251-410-4610	Community Services	0	2,336	(2,336)	0%		0
251-803-4601	Zone 3	108,000	13,209	94,791	0%		108,000
251-818-4502	Zone 18	700	146				
251-826-4502	Zone 26	1,000	195	805	0%		1,000
251-827-4502	Zone 27	1,100	243	857	0%		1,100
251-829-4601	Zone 29	900	610	291	0%		900
251-830-4601	Zone 30	28,000	928	27,072	0%		28,000
251-835-4502	Zone 35	200	35	165	0%		200
251-842-4601	Zone 42	29,700	3,363	26,337	0%		29,700
251-850-4502	Zone 50	300	49	251	0%		300
251-851-4601	Zone 51	7,000	835	6,165	0%		7,000
251-852-4601	Zone 52	56,800	527	56,273	0%		56,800
251-859-4601	Zone 59	4,400	218	4,182	0%		4,400
251-862-4601	Zone 62	15,600		15,600	0%		15,600
251-867-4601	Zone 67	6,500		6,500	0%		6,500
251-870-4502	Zone 70	1,100	146	954	0%		1,100
251-871-4502	Zone 71 Street Lights	0		0	0%		0
251-871-4601	Zone 71 Landscape	9,700	948	8,752	0%		9,700

City of Wildomar

Expenditure Status Report

1st Quarter FY 2013-14 Expenditure Status
July 1, 2013 through September 31, 2013

			Budget	3 month actual expenditures	Remaining Budget	% spent	Requested Budget Change	Revised Budget
251-873-4502	Zone 3 Street Lights		700	97	603	0%		700
251-888-4502	Zone 88		700	0	700	0%		700
251-890-4601	Zone 90		32,200	0	32,200	0%		32,200
Total	Community Services		304,600	23,883	280,717	8%	0	303,900
Total	General Government		304,600	23,883	280,717	8%	0	303,900
251-450	Public Works/Engineering							
251-450-4502	Street Lights							
			0	0	0			0
Total	Public Works/Engineering		40,800	0	40,800	0%		40,800
Total		**LLMD 89-1C**	**345,400**	**23,883**	**321,517**	7%	0	**344,700**
252	**CSA-22**							
252-450-4502								
Total		**CSA-22**	**34,000**	**6,563**	**27,437**	19%	0	34,000
253	**CSA-103**							
253-410	General Government							
253-410-4601	Landscape							
			9,300	1,263	8,037			9,300
Total	Landscape		9,300	1,263	8,037	14%	0	9,300
253-410-4610	Community Services							
Total	Community Services		3,800	309	3,491	8%	0	3,800
Total	General Government		13,100	1,571	11,529	12%	0	13,100
Total	Public Works/Engineering		19,500	26,076	(6,576)	134%		19,500
Total	Street Lights		132,900	0	132,900			
Total		**CSA-103**	**165,500**	**27,647**	**137,853**	17%	0	165,500
254	**CSA-142**							
254-410-4610	Community Services							
Total	General Government		4,100	569	1,247	14%		4,100

City of Wildomar

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July 1, 2013 through September 31, 2013

			Budget	3 month actual expenditures	Remaining Budget	% spent	Requested Budget Change	Revised Budget
254-450	Public Works/Engineering							
254-450-4500	Public Works							
Total	Public Works		4,400	3,929	0	0%		
254-450-4502	Street Lights		28,800	0	0			
Total	Public Works/Engineering		33,200	3,929	29,271	12%		33,200
Total		CSA-142	37,300	4,497	32,803	12%	0	37,300
255	**Measure Z Park**							
255-410-4312	Professional Services		60,400	13,219	47,181	0%		
255-410-4610	Community Services		0	0	0			
Total	General Government		60,400	13,219	47,181	457%		
255-410	O'Brien Park							
255-410-4611	O'Brien Park							
Total	**O'Brien Park**		192,800	2,872	189,928	6713%		
255-410-4612	Heritage Park							
Total	**Heritage Park**		20,100	1,672	18,428	1202%		
255-410-4613	Windsong Park							
Total	**Windsong Park**		33,400	655	32,745	5103%		
255-410-4610-52116			0					
Total	**Public Works/Engineering**		0					
255-450-4500	Public Works/Engineerir		0	0				
Total	**Public Works/Engineering**		0	176				
Total	**Measure Z Park**		306,700	18,593	288,107	1650%	306,716	

City of Wildomar
Expenditure Status Report
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		Budget	3 month actual expenditures	Remaining Budget	% spent	Requested Budget Change	Revised Budget
280	Grants						
280-410-4200	Administrative Services						
		6,900	0	6,900	0%		
280-410-4610	Community Services						
			0	0			
Total	General Government	6,900	0	6,900	0%		
280-430	Community Development						
280-430-4310	Building and Safety						
Total	Building and Safety	0	0	0	0%		
280-430-4320	Planning						
Total	Planning	0	0	0	0%		
Total	Community Development	0		0	0%		
280-450	Public Works/Engineering						
280-450-4500	Public Works						
Total	Public Works/Engineering	0	0	0	0%		
280-460	Public Safety						
280-460-4310	Building and Safety						
Total	Public Safety	0	0	0	0%		
280-907	Safe Sidewalks to Schools						
280-907-4500	Public Works						
Total	Safe Sidewalks to Schools	0	0	0	0%		0
280-908	Clinton Keith/I-15 Interchg 01						
280-908-4500	Public Works						
Total	Clinton Keith/I-15 Interchg 01	0	2,436	(2,436)	0%		
280-909	Bundy Canyon/Scott Rd Widen 02						
280-909-4500	Public Works						
Total	Bundy Canyon/Scott Rd Widen 02	0	0	0	0%		
280-912	Palomar Widen 05						
280-912-4500	Public Works	0	68	(68)	0%		

City of Wildomar

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		Budget	3 month actual expenditures	Remaining Budget	% spent	Requested Budget Change	Revised Budget
280-913	Clinton Keith Widen 08						
280-913-4500	Public Works						
Total	Clinton Keith Widen 08	0	0	0	0%		
280-914	Street Light Replacement						
280-914-4500	Public Works						
Total	Street Light Replacement	0	0	0	0%		0
280-915	Storm Event-Jan 2010						
280-915-4500	Public Works						
Total	Storm Event-Jan 2010	0	0	0	0%		
280-916	Storm Event-Dec 2010						
280-916-4500	Public Works						
Total	Storm Event-Dec 2010	0	0	0	0%		
280-917	Safe Sidewalks to Schools SB821 Phase 1						
280-917-4500	Public Works						
Total	Safe Sidewalks to Schools SB821 Phase 1	0	0	0	0%		0
280-918	Safe Sidewalks to Schools SR2S Phase 2						
280-918-4500	Public Works						
Total	Safe Sidewalks to Schools SR2S Phase 2	0	3,168	(3,168)	0%		
280-919	Safe Sidewalks to Schools SB821 Phase 2						
280-919-4500	Public Works						
	Safe Sidewalks to Schools SB821 Phase 2	0	0	0	0%		0
280-920	Safe Sidewalks to Schools SB821-Grand						
280-920-4500	Public Works						
Total	Safe Sidewalks to Schools SB821-Grand	0	3,266	(3,266)	0%		0

City of Wildomar

Expenditure Status Report

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July 1, 2013 through September 31, 2013

		Budget	3 month actual expenditures	Remaining Budget	% spent	Requested Budget Change	Revised Budget
280-921	Traffic Signal Imp-HiddenSpr/ClintonKeit						
280-921-4500	Public Works						
Total	Traffic Signal Imp-HiddenSpr/ClintonKeit	0	1,592	(1,592)	0%		0
280-923	Collier Elementary Sidewalk Imp						
280-923-4500	Public Works						
Total	Collier Elementary Sidewalk Imp	0	0	0	0%		
280-950	Homeland Sec Grant Prog-FY09						
280-950-4610	Community Services						
Total	Homeland Sec Grant Prog-FY09	0	0	0	0%		
280-951	Homeland Sec Grant Prog-FY10						
280-951-4610	Community Services						
Total	Homeland Sec Grant Prog-FY10	0	0	0	0%		
280-952	Homeland Sec Grant Prog-Travel						
280-952-4610	Community Services						
Total	Homeland Sec Grant Prog-Travel	31,100	0	31,100	0%		31,100
280-953	EMPG FY10						
280-953-4610	Community Services						
Total	EMPG FY10	0	0	0 0	0%		0
280-954	Homeland Sec Grant Prog-FY11						
280-954-4610	Community Services						
Total	Homeland Sec Grant Prog-FY11	5,000	0	5,000 0	0%		5,000
280-955	EMPG FY12						
280-955-4610	Community Services						
Total	EMPG FY12	10,900	0	0	0%		
280-956-52012	Departmental Supplies	5,000					
Total	**Grants**	**58,900**	**10,529**	**48,371**	**18%**	0	58,900

City of Wildomar

Expenditure Status Report

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July 1, 2013 through September 31, 2013

		Budget	3 month actual expenditures	Remaining Budget	% spent	Requested Budget Change	Revised Budget
281	**SLESF**						
281-460	Public Safety						
281-460-4700	Police						
Total	**SLESF**	**100,000**	**0**	**100,000**	0%	0	100,000
282	**CDBG**						
282-410	General Government						
282-410-4610	Community Services						
Total	General Government	34,700	0	34,700	0%		34,700
282-430	Community Development						
282-430-4310	Building and Safety						
282-430-4350	Code Enforcement	-	1,821	(1,821)			0
		90,000	0	90,000	0%		90,000
Total	Community Development	124,700	1,821	122,879	1%	0	124,700
Total	**CDBG**	**124,700**	**1,821**	**122,879**	1%	0	124,700
300	**Cemetery**						
300-470	Enterprise						
300-470-4725	Cemetery						
Total	**Cemetery**	**283,300**	**57,157**	**226,143**	20%		283,300
301	**Cemetery Endowment**						
301-470	Enterprise						
301-470-4725	Cemetery						
Total	**Cemetery Endowment**	0	0	0	0%	0	0

City of Wildomar

Expenditure Status Report

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July 1, 2013 through September 31, 2013

		Budget	3 month actual expenditures	Remaining Budget	% spent	Requested Budget Change	Revised Budget
410	**Admin DIF**						
410-410	General Government						
410-410-4300	Community Dev Admin						
Total	Community Dev Admin	3,900	4,108	(208)	0%		3,900
Total	**Admin DIF**	**3,900**	**4,108**	**(208)**	0%	0	3,900
420	**Public Facilities DIF**						
420-410	General Government						
420-410-4300	Community Dev Admin						
Total	Community Dev Admin	83,500	5,288	71,200	0%		
Total	**Public Facilities DIF**	**83,500**	**5,288**	**71,200**	0%	0	83,500
430	**Fire Facilities DIF**						
430-410	General Government						
430-410-4300	Community Dev Admin						
Total	Community Dev Admin	0	0	0	0%		
Total	**Fire Facilities DIF**	**0**	**0**	**0**	0%	0	0
440	**Trans-Roads DIF**						
440-410	General Government						
440-410-4300	Community Dev Admin						
Total	Community Dev Admin	0	0	0	0%		
Total	**Trans-Roads DIF**	**0**	**0**	**0**	0%	0	0
450	**Trans-Signals DIF**						
450-410	General Government						
450-410-4300	Community Dev Admin						
Total	Community Dev Admin	0	0	0	0%		
Total	**Trans-Signals DIF**	**0**	**0**	**0**	0%	0	0

City of Wildomar

Expenditure Status Report

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July 1, 2013 through September 31, 2013

		Budget	3 month actual expenditures	Remaining Budget	% spent	Requested Budget Change	Revised Budget
460	**Regional Parks DIF**						
460-410	General Government						
460-410-4300	Community Dev Admin						
Total	Community Dev Admin	0	248	1,300	0%		
Total	**Regional Parks DIF**	0	248	1,300	0%	0	0
470	**Community Ctr DIF**						
470-410	General Government						
470-410-4300	Community Dev Admin						
Total	Community Dev Admin	0	0	200	0%		
Total	**Community Ctr DIF**	0	0	200	0%	0	0
480	**Multipurpose Trails DIF**						
480-410	General Government						
480-410-4300	Community Dev Admin						
Total	Community Dev Admin	56,700	0	10,700	0%		
Total	**Multipurpose Trails DIF**	56,700	0	10,700	0%		10,700
490	**Library DIF**						
490-410	General Government						
490-410-4300	Community Dev Admin						
Total	**Library DIF**	0	0	800	0%	0	0
	City Total	11,103,000	1,522,719	9,580,281	14%	0	11,103,000
	Control totals	11,103,000	1,522,720				
	Variance	0	(1)				

Attachment B

Detailed Decision Package-Code Enforcement
Abandoned Property Clean Up

City of Wildomar
2013-2015 Biennial Budget

Detailed Decision Package

Department: Code Enforcement Department

Decision Package Title: Property Clean Up/ Abatement Program

Budget Period: 2013-2015

Recommendation Summary Text

Staff is recommending an additional funding amount of $40,000.00 so that staff can remove excessive debris, rubble, hazardous materials and other items from properties that are not in compliance with the Municipal Code.

Fiscal Summary of Costs and Funding Source

Operating Expenditures	Funds	FY 2014		FY 2015		Total
100-433-4350-52115	General	$20,000.00		$20,000.00		$40,000.00
Total Cost		$ 20,000.00		$ 20,000.00		$ 20,000.00
Revenue or Funding Source		FY 2014		FY 2015		Total
Property Owner Reimbursement	General	$20,000.00		$20,000.00		$20,000.00
Total Revenue/Funds		$ 20,000.00		$ 20,000.00		$ 20,000.00

Package Description:

1) The project will be managed by the Code Enforcement Department utilizing the services of a professional geologist, contractor, hauler and/or hazardous waste removal company.

2) The request for this project is in response to citizen's complaints on abandoned properties that are full of accumulated rubbish, much of which is hazardous waste such as asbestos, oil and lead paint.

3) Staff will hire a professional to survey the property and determine the amount of hazardous waste removal is required. A hazardous waste removal company will be hired to dispose of the material. The City contractor will remove the remainder of the non-hazardous rubble and debris. City will then seek reimbursement for costs.

Narrative Justification and Impact Statement:

The Property Clean Up and Abatement Program will create a clean and safe environment on a properties that have health and safety concerns which if not addressed can and will present a situation of great liability.

Attachment C

Detailed Decision Package-Planning
General Plan Update

City of Wildomar
2013-2015 Biennial Budget

Detailed Decision Package

Department: Planning Department

Decision Package Title: General Plan Update/EIR

Budget Period: FY 2013/2014 & 2014/2015

Recommendation Summary Text

Staff is recommending $205,000 in funding to prepare a General Plan Update/EIR to the City's Existing General Plan.

Fiscal Summary of Costs and Funding Source

(Provide the fund source)

Operating Expenditures	**Funds**	**FY 2014**		**FY 2015**		**Total**
100-430-4300-52115						
Total Cost		**$ 205,000**		**$**		**$ 205,000**
Revenue or Funding Source		**FY 2014**		**FY 2015**		**Total**
Total Revenue/Funds		**$**		**$**		**$**

Package Description:

General Plan Update/EIR Project ($205,000 – refer to PMC's Scope of Work))

1) The project would be managed by the Planning Department utilizing the services of PMC, Inc. (the City's Planning Consultant).

2) Benefits of the project include:
   a. the update will result in a General Plan that focuses entirely on the City of Wildomar, thereby, eliminating those parts of the General Plan that address, and are specific to, the larger geographic area of Riverside County;
   b. ensure that the General Plan reflects and incorporates the results of the City's 2008 visioning efforts;

c. allow the City to craft policies that encourage good design guidelines and help the City address sustainability;
d. provide a clear set of Wildomar-specific goals and policies that will support existing ordinances and future plans for the community.

3) Deferral of the project:
Deferring the proposed General Plan update will not allow the City to meet the benefits noted above.

Narrative Justification and Impact Statement:

- **Describe the way in which way this package contributes to the City of Wildomar.**

Funding the General Plan update and EIR will create a document that will be specific to Wildomar. It will also be more user friendly for our citizens and the development community as it will eliminate information that does not directly apply to Wildomar.

PMC®

September 17, 2013

Gary Nordquist, City Manager
Matthew Bassi, Planning Director
CITY OF WILDOMAR
23873 Clinton Keith Road , Suite 201
Wildomar, CA 92595

RE: THE CITY OF WILDOMAR GENERAL PLAN UPDATE

Dear Mr. Nordquist and Mr. Bassi,

The attached scope and budget is for the City of Wildomar General Plan Update. The focus of the amendment is to:

1. Result in a General Plan that focuses entirely on the City of Wildomar, eliminating those parts of the Plan that address the larger geographic area of Riverside County.
2. Ensure that the General Plan reflects and incorporates the results of the City's 2008 visioning effort.
3. Craft policies that encourage good design and help the City address sustainability.
4. Provide a clear set of Wildomar-specific goals and policies that will support existing ordinances and future plans for the community.

To keep within a very limited budget for this effort, the scope assumes there are no land use designation or circulation changes as part of this process.

As this effort is primarily aimed at eliminating County-only policies and incorporating a Vision already extensively discussed by the City Council, we do not propose forming a General Plan Advisory Committee or conducting a new public "visioning" process. Rather, we propose to rely on the Planning Commission to verify that the visioning process findings remain valid and to provide a review of our work products. Our scope of work limits the number of meetings, reducing both time and cost and allowing us to focus on preparing the updated General Plan for review and consideration by the Planning Commission and the City Council.

Our scope includes a programmatic environmental impact report that also uses information from other environmental documents prepared in the city. The mitigation strategy in the EIR is to use the goals and policies of the General Plan to result in a self-mitigating document. Both the General Plan and the EIR will also include reference to existing ordinances, policies, and procedures that the City follows to address environmental impacts of later projects.

As you may know, we have successfully implemented this same type of work program and schedule in two other recent General Plan updates in Riverside County. We look forward to doing the same for Wildomar.

6020 Cornerstone Court West, Suite 260 • San Diego, CA 92121 • P: (858) 453-3602 • F: (858) 453-3628

We can begin work immediately upon notification and are committed to meeting the enclosed schedule.

Sincerely,

Philip O. Carter
President

Mark Teague
Principal In-charge

POC:mt:sw:ssw

W:\Wildomar\General Plan Update Proposal

SUMMARY AND APPROACH

PMC will provide the City of Wildomar with a workable, legally adequate General Plan (and its associated environmental document) that meets all requirements of state law.

Our approach is to provide a streamlined preparation process that uses the expertise and local knowledge of City staff to carry forward those parts of the current General Plan (which is essentially the County of Riverside General Plan as it existed at the time of incorporation) and add goals and policies that address the Wildomar-specific issues identified by the Council and Commission. We will also draw on our extensive background preparing General Plans for cities throughout California to bring together the best policy language for Wildomar, combining existing General Plan goals and policies with selected new goals and policies to address local issues.

Mindful of the need to produce a document as soon as possible to help facilitate development and reduce costs, we propose a process that will build on visioning efforts already completed. We propose to involve the Planning Commission and public in reviewing a working draft General Plan prepared by City staff based on City's completed visioning process. The public will have ample opportunities to review and comment on the General Plan, both online and at the Planning Commission and City Council.

We propose to carry forward the current General Plan Land Use Map without changes (other than those to be made as part of the Housing Element update). This will require that some of the Council's visions for new land uses will need to wait for future updates, but maintaining currently planned land uses will reduce time and effort, and will allow us to use a streamlined and less costly environmental process.

Other General Plan issues identified by the Council and Commission will be addressed as follows:

LAND USE

- No changes to land use designations on the Land Use Map. We will identify via written policy the areas in which future land use changes might be made, but the Land Use Map will not be changed. *This Element will include new policies.*

CIRCULATION

- Incorporate the trails map and provide new policies to support connectivity. *This will be addressed with new policies.*
- Revise existing tables as needed, and prepare new tables for clarification (per city engineer).

HOUSING

- The updated Housing Element will be included as adopted into the General Plan. *The Housing Element will not need to be re-adopted.*

OPEN SPACE AND CONSERVATION

- Address issues of energy conservation in both the City's operations and private development/residential. *This will be addressed with new policies.*
- Policies related to "low-impact" or "green" development. *This will be addressed with new policies.*
- Include goals, policies, and objectives to help create more sustainable and energy-efficient development of all kinds, including through incentives to accommodate future energy-conserving measures in new buildings. *This will be addressed with new policies.*
- Examine state-mandated issues of greenhouse gases (per AB 32). *This will be addressed with new policies.*

SAFETY

- Address issues of safety related to known hazards: flooding, seismic, freeways/truck traffic. This will be addressed primarily through the inclusion of policies from the County General Plan, with new policies added if necessary.
- Examine "safe routes" to encourage children to walk or bike to school. This will be addressed with new policies; the routes themselves will be identified through a separate planning process.
- Policies for police and fire protection. This will be addressed primarily through the inclusion of policies from the County General Plan.

COMMUNITY DESIGN

- Establishes a basic level of quality for new public and private development. *This will be addressed with new policies.*
- Examine design issues for the city's gateways and for the freeway edge. This will be addressed with new policies and a map of future gateway locations. *This will be addressed with new policies.*
- Address issues of community health (connections to Circulation, Land Use, Safety, etc.). *This will be addressed with new policies.*

ECONOMIC DEVELOPMENT

- Prepare policies that will encourage economic development opportunities for the City.

SCOPE OF WORK

The following is PMC's scope of work for the creation of the Wildomar General Plan. This Scope of Work is intentionally brief, reflecting the streamlined General Plan process we propose to use.

TASK 1: ONGOING COORDINATION, REVIEW EXISTING GENERAL PLAN, PREPARE NEW GENERAL PLAN TEMPLATE

Ongoing Coordination

- We will coordinate with the City Manager, City Attorney, and Planning Director throughout the General Plan process.
- Draft documents will be provided to the City Manager, Planning Director and City Attorney for review and comment prior to their public release.
- We will provide a monthly written status report outlining work accomplished to date and upcoming tasks. This report will also be made available to the Planning Commission and City Council.
- At various points in the process, we will provide in-person status reports to the Planning Commission and City Council detailing progress on the General Plan.

General Plan Review

- PMC will review the existing Wildomar General Plan to determine which existing goals and policies should be retained. We propose using the existing Land Use Map in the new Wildomar General Plan, along with all other appropriate land use and other policies. Sections of the existing General Plan that do not apply to Wildomar (e.g., policies dealing with desert areas) will not be evaluated, and will not be included in the new General Plan.
- We will create a General Plan Evaluation Matrix that lists all existing goals and policies affecting Wildomar and highlights those that are recommended to be retained, edited, or deleted.

General Plan Template

- PMC will create a new General Plan template that establishes a new "look and feel" for the document.
- PMC will convert the existing text and images of the General Plan into an editable form and place the selected goals, policies, and maps into the new template.
- We will substantially reduce the amount of "background" and "baseline" information that is included in the General Plan. This will help focus the General Plan on the presentation of goals and policies, and will eliminate the need for constant updating to keep this information current.

TASK 2: COMMUNITY PARTICIPATION

The preparation of the General Plan will include opportunities for public comment and information throughout the process. We will use the City's web site to send out information on the General Plan (including drafts of documents), and will conduct several public meetings with the Planning Commission and City Council.

Specific public outreach tasks are outlined below:

Review of Visioning Process

- We will present the results of the City's visioning process from the October 2008 visioning plan. The intent of the review will be to summarize the results of the visioning process and help formulate the community visions into goals and objectives for the General Plan.
- This review will occur at the initial Planning Commission Meeting for the General Plan update.

Ongoing Public Outreach

- We will create a Wildomar General Plan page for the City's web site, which will include information about the preparation of the General Plan, draft documents, meeting notices, etc.
- We will write press releases at key points in the General Plan process (release of documents, meetings, etc.) for release by the City to local media and the City website.

Public Meetings

- PMC will schedule two (2) public meetings/sessions with the Planning Commission (refer to schedule for dates) to receive guidance on document format, key policy areas and language for the General Plan. PMC will prepare the meeting materials and conduct each of the meetings. These meetings will be agenized, have starting and stopping times, and will have specific decision goals.
- When the General Plan is ready for adoption, we will conduct public hearings at the Planning Commission and City Council. At this time, we estimate two public hearings at the Planning Commission and two public hearings at the City Council.

TASK 3: PREPARE DRAFT GENERAL PLAN UPDATE DOCUMENT

We propose to prepare the Draft General Plan update document in an intensive process that relies on staff's knowledge of Wildomar and the current General Plan, and our experience preparing General Plans for California cities facing issues similar to Wildomar.

General Plan

As discussed earlier, our scope of work assumes that the General Plan will include *no changes in planned land uses and circulation* this is an essential component of this approach as it limits discussion and reduces potential environmental impact. During this process we will be using as many of the existing policies as possible, although some policies will be modified to focus on Wildomar. We will provide a track-change version of the policies so that the process of editing is transparent, and to make the environmental review process more efficient. New policies will also be identified in the administrative draft. Changes from the current General Plan will generally be limited to:

- Eliminating sections of the General Plan that do not apply to Wildomar
- Carrying forward goals and policies that meet Wildomar's needs
- Editing current goals and policies to better address Wildomar issues and provide better clarity

- Add new policies to address issues specific to Wildomar as well as state-mandated issues not addressed in the existing General Plan

We propose the following structure for the General Plan: (* Elements Required by State Law)

- Introduction
- Community Vision based on the October 2008 work product and input at the Planning Commission meeting to review the vision.
- Land Use Element*
- Circulation Element*
- Conservation* and Open Space* Elements (adapted from the "Multipurpose Open Space Element" of the General Plan)
- Safety Element*
- Noise Element*
- Housing Element*
- Community Design (This is an optional Element)
- Economic Development (This is an optional Element)

We will prepare an all-new General Plan template that incorporates a modern layout which will allow for the use of photographs, illustrations, and explanatory text. Illustrations will be taken from PMC's photographic library, the City of Wildomar, and other sources. To the extent possible, we will use existing maps, supplemented with new maps and graphics where needed.

TASK 4: PREPARE PROGRAM EIR

The EIR will use the City's General Plan EIR (2003) as well as the City's 2013 - 2021 Housing Element EIR, to focus the EIR analysis to address only those issues not already adequately analyzed. The EIR will also use the technical services of Urban Crossroads to provide traffic information that will also be used for air quality and greenhouse gas analysis (GHG). The traffic analysis will build off of the existing information from the Housing Element EIR and the RIVTAM model, as well as other projects they have completed in the City. PMC will prepare the air quality and GHG analysis.

- Notice of Preparation – PMC will prepare the Notice of Preparation (NOP) and distribute the document to agencies as directed by the City and to the State Clearinghouse. PMC will also hold the scoping meeting for the EIR. To the maximum extent possible environmental issues will be scoped out of the EIR. This is made easier because land use and circulation designations will not change as a result of the project.

- Administrative Draft EIR – PMC will prepare an Administrative Draft EIR (ADEIR) for internal City review. The ADEIR will utilize the Riverside County General Plan EIR, County Habitat Conservation Plan (HCP), Southern California Council of Governments (SCAG) technical data to focus the analysis to transportation, air quality, climate change/energy, and water supply. The ADEIR will consist of the following sections as required under CEQA and will be provided the City in electronic version for review.

    - Executive Summary

  - Project Description
  - Environmental Setting, Impacts and Mitigation Measures
  - Cumulative Impacts
  - Analysis of Alternatives
  - Significant Irreversible Environmental Effects
  - Growth-Inducing Impacts
  - Significant and Unavoidable Impacts

- Public Draft EIR – PMC will revise the ADEIR based on City comments and will provide an electronic version of the screen check version of the Draft EIR for final review. We will also prepare the Notice of Availability and will submit it to the State Clearinghouse on behalf of the City. We assume that there will be one administrative draft of the EIR followed by a pre-production screen check draft of the EIR prior to publication.

- Final EIR – Upon the close of the forty-five day public review period on the Draft EIR, the City will provide the written comments received and PMC will generate an Administrative Final EIR that responses to written comments received, as well as minor edits to the Draft EIR. (as necessary). We assume that there will be one administrative draft of the FEIR followed by a pre-production screen check draft of the FEIR prior to publication.

- PMC will prepare a Mitigation Monitoring and Reporting Program (MMRP) if needed, and will also prepare drafts of all public notices, filing forms, resolutions and findings of fact. This scope assumes that the City will file the notices and pay any County and State mandated filing fees.

TASK 5: PLANNING COMMISSION AND CITY COUNCIL PUBLIC MEETINGS

We will conduct a series of public meetings to introduce the Draft General Plan and EIR to the Planning Commission and City Council. We propose the following:

Online Access

We will provide an opportunity for the public to download the Draft General Plan and EIR and provide comments through email.

Planning Commission Meetings

Two public meetings will be held in approximately December and January (refer to schedule for dates). These meetings will be approximately 2-3 hours in length so that the Commission can focus on the issues, receive information and have a meaningful discussion. All agenda materials will be provided two (2) weeks in advance of the meetings and will be available for posting on the internet.

- **Commission Meeting #1:** Introduce the General Plan process, review visioning from October 2008, review existing policies from the Riverside County General Plan. The meeting will explain the update process and expectations, show the existing Land Use and

Circulation designations, and seek comments from the Commission and public, select a format for the documents.

- **Commission Meeting #2:** Review and discuss the some of the text of the General Plan, discuss the focus of the optional elements, review draft policies and provide input to the staff. Review notice of preparation (NOP) for the EIR.

Planning Commission Public Hearings

- **EIR Comment Hearing:** PMC will schedule a hearing with the Planning Commission during the 45-day review period for the General Plan EIR. While not required per CEQA, it is an opportunity to receive input on the EIR and present both the EIR and General Plan.
- **Commission Meeting to Consider EIR and General Plan.** The Commission must consider the EIR and the General Plan during a public hearing before making recommendation to the City Council. While a single meeting is sufficient, this scope assumes two (2) Planning Commission public hearings/meetings.

City Council Public Hearings

- **Council Hearing 1:** The first public hearing will be to provide an overview of the General Plan and EIR, inform the Council of the Planning Commission's recommendations, and receive comments from the Council and public.
- **Council Hearing 2:** The final public hearing will be to adopt the General Plan and Certify the DEIR/FEIR. Any final comments from the City Council that will require edits to the General Plan will be recorded; final edits will be made after adoption and prior to publishing the final General Plan in Task 6.

TASK 6: PUBLISH AND DISTRIBUTE FINAL GENERAL PLAN

Based upon the City Council's action to adopt the General Plan and EIR, a final General Plan will be prepared that incorporates all changes made by the Commission/Council.

DELIVERABLES

Administrative Drafts

All PMC documents will be reviewed by our technical editor before being sent to the City. We prefer to send a single administrative draft in electronic format and encourage our clients to provide changes in track-change and/or comments on the electronic document. However, if additional administrative copies are requested we prefer to keep the number small (i.e. < 5) and request a consolidated single set of comments before we make changes to the main document. This is necessary to avoid conflicting comments, and to be more efficient in the editing process.

Public Drafts

PMC will provide 18 hard-copies of the public draft General Plan, and 30 CD-ROM copies of the document. PMC will also prepare the General Plan and Environmental Impact Report in Portable Document Format (PDF) suitable for posting on the City's website. As the document is

likely to change during the public review and adoption process, we do not recommend making large numbers of Public Draft documents as these will become obsolete if changes are made.

Final Documents

PMC will provide 25 hard-copies of the General Plan as adopted by the City of Wildomar, including all changes made during the public adoption process. PMC will also prepare the Adopted General Plan and Final Environmental Impact Report in Portable Document Format (PDF) suitable for posting on the City's website.

Large Maps

As the City's General Plan Land Use and Circulation Designations are not changing as a result of this update process, the existing large printed maps will remain valid. This scope does not anticipate the need to print and mount new large scale maps.

SCHEDULE

We propose that the General Plan be completed and adopted within 12 months. Assuming a start date of October 10, this would result in the first Planning Commission Public Hearing on July 23, 2014. Projected completion dates for major milestones are shown below:

Major Tasks	Key Dates
Authorization to Proceed	Thursday, October 10, 2013
Planning Commission Meeting #1: Visioning/Document Review	Wednesday, December 04, 2013
Develop Project Description for EIR	Wednesday, December 04, 2013
Prepare Initial Study/Notice Of Preparation	Wednesday, December 04, 2013
NOP Circulated for Public Comment	Wednesday, December 18, 2013
Planning Commission Meeting #2	Wednesday, January 15, 2014
DEIR Public Scoping Meeting	Thursday, January 9, 2014
End NOP Comment Period	Friday, January 17, 2014
Admin Draft General Plan and EIR for City Review	Monday, March 17, 2014
Public Draft EIR to be Completed	Thursday, April 17, 2014
Begin 45-day Comment Period for GP/EIR	Monday, April 28, 2014
EIR Comment Hearing with the Commission	Wednesday, May 21, 2014
End 45-day Comment Period on GP/EIR	Wednesday, June 11, 2014
Final EIR / Response to Comments	Wednesday, July 02, 2014
First Planning Commission Public Hearing	Wednesday, July 23, 2014
Second Planning Commission Public Hearing	Wednesday, August 20, 2014
First City Council Public Hearing	Wednesday, September 10, 2014
Second City Council Public Hearing	Wednesday, October 8, 2014

Note that the EIR process alone has a minimum of 85 days of public comment period. The above schedule also assumes regularly scheduled Planning Commission Meetings. The schedule also provides 30-days for internal staff review of all documents.

BUDGET

We propose to complete the General Plan and environmental document for a not to exceed total of $160,000 allocated by Task as follows. These figures include meetings, document preparation/writing, public outreach, and printing/production of documents on CDs.

	Tasks	Budget
1	Ongoing Coordination, Review Existing General Plan, Prepare New General Plan Template	$22,750
2	Community Participation	$4,451
3	Draft General Plan	$56,035
4	Prepare Program EIR	$58,190
5	Public Hearings	$4,460
6	Prepare Final EIR (Response to comments, Findings, MMRP)	$10,430
Deliverables & Expenses		$3,684
Total Budget for all Tasks		**$160,000**

Attachment D

Detailed Decision Package-Planning Training

City of Wildomar
2013-2015 Biennial Budget

Detailed Decision Package

Department: Planning Department

Decision Package Title: Planning Commissioner's Academy League Conference

Budget Period: FY 2013/2014 & 2014/2015

Recommendation Summary Text

Staff is recommending an additional funding amount of $10,300 so the all five (5) Planning Commissioners and Planning Director can attend the Planning Commissioner's Academy League Conference in San Francisco in March 2014.

Fiscal Summary of Costs and Funding Source

Operating Expenditures	Funds	FY 2014		FY 2015		Total
100-430-4301-52105		$ 8,900				$ 8,900
100-430-4320-52105		$ 1,400				$ 1,400
Total Cost		$ 10,300		$		$ 10,300
Revenue or Funding Source		FY 2014		FY 2015		Total
Total Revenue/Funds		$		$		$

Package Description:

Planning Commissioner's Academy League of Cities Conference

1) The Council has recommended that all five Planning Commissioners and Planning Director attend the 2014 Planning Commissioner's Academy League Conference

2) Benefits of the project include:
   a. Training for the Planning Commission and interaction with fellow Commissioners from other agencies in the State.
   b. Deeper understanding of the role a Planning Commissioner has in the development review process and in establishing land use policies related to the General Plan.

3) Deferral of the request:
   a. Deferring the proposed budget request for the Commission to attend the Planning Commissioners Academy Training will not delay their ability to achieve valuable training that will make them more effective Commissioners.

Narrative Justification and Impact Statement:

- **Describe the way in which way this package contributes to the City of Wildomar.**

  Funding for the Planning Commissioners to attend the annual League of Cities Planning Commissioners Academy conference will help in developing each Commissioner into a more effective policy maker as it directly relates to their function and role in reviewing development projects and city initiated projects and making valuable recommendations to the City Council.

Strengthening California Cities through Advocacy & Education

Planning Commissioners Academy

This conference offers planning commissioners, planning directors, planning staff, and other interested officials the opportunity to learn about the major planning and land use issues facing cities. The academy provides a fundamentals/basic track for new commissioners, as well as topics for seasoned professionals. #PlanningAcademy

Next Meeting

March 26 - 28, 2014
Marriott San Francisco
Airport Waterfront

Watch here for 2014 registration information

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: October 9, 2013

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tri-Party Consultant Service Agreement for Wal-Mart Environmental Impact Report (Planning Application No. 13-0086)

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Wal-Mart, and Applied Planning, Inc. for the preparation of an Environmental Impact Report (EIR) for the Wal-Mart Development project; and

2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and Applied Planning, Inc. for the preparation of an Environmental Impact Report (EIR) for the Wal-Mart Development project.

BACKGROUND

The Planning Department received a development application (PA 13-0086) from Wal-Mart on August 5, 2013. The project consists of the following applications:

- Change of Zone (CZ): A zone change for the 21.96 acre site from the current zoning of R-R (Rural Residential) to C-P-S (Scenic Highway Commercial) to accommodate the proposed project.

- Tentative Parcel Map: A tentative parcel map to consolidate four (4) existing parcels into two (2) parcels to accommodate the proposed Wal-Mart building and drive-through commercial/retail building.
- Plot Plan (PP): A plot plan to develop the 21.96 acre project site a 185,992 square-foot Wal-Mart building and one (1) 7,800 square-foot drive-through commercial/retail pad/building including related site development improvements (i.e., parking, landscaping, etc.).

- Conditional Use Permit (CUP): A conditional use permit to allow for the sale of alcohol for off-site consumption (ABC License Type 20/21).

DISCUSSION

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

Of the four RFP's sent out by the Planning Department, only two firms (Applied Planning, Inc. and 1st Carbon Solutions/MBA, Inc.) submitted proposals. After review of the two proposals, staff ranked the consultants based on qualification. The proposals were evaluated based on project manager, team resources, and the firm's expertise/experience with similar Wal-Mart projects. Based on this, staff is recommending the City Council authorize the City Manager to execute a contract with Wal-Mart and Applied Planning, Inc. for preparation of the required EIR.

The contract agreement for Applied Planning, Inc. is proposed for a total compensation of a "not-to-exceed" amount of $224,903. With the City's standard 17.5% administrative overhead charge ($39,358) and City Attorney costs ($35,000), the total cost to prepare the EIR is $299,261. The total cost will be paid by the applicant.

In accordance with the provisions of the contract, within ten (10) business days after the effective date of the contract, the applicant is required to deposit 50% of the total EIR cost ($149,630.50). This will allow the consultant to begin the EIR process. Further, within thirty (30) business days after the effective date, the applicant is required to deposit the remaining 50% of the EIR cost ($149,630.50). The estimated time frame to prepare and process the EIR is approximately seven (7) months, not including public hearings before the Planning Commission and City Council.

FISCAL IMPACTS:

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

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

ATTACHMENTS:

A. Wildomar/Wal-Mart/Applied Planning, Inc. Tri-Party Agreement
B. Request for Proposal (RFP) for EIR Consultant Services

ATTACHMENT A

WILDOMAR / WAL-MART / APPLIED PLANNING, INC.
TRI-PARTY EIR AGREEMENT

CEQA DOCUMENT PREPARATION
AND DEPOSIT CONTRACT

This CEQA Document Preparation and Deposit Contract ("Contract") is made and entered into as of the __, day of _____, 2013, by and among the City of Wildomar, a California municipal corporation, ("City"), Wal-Mart Real Estate Business Trust, ("Applicant/Property Owner"), and Applied Planning, Inc., ("Consultant"). Hereafter, City, Applicant and Consultant may be collectively referred to as the "Parties."

RECITALS

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

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

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

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

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

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

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

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

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

OPERATIVE PROVISIONS

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

Article 1.0 Applicants Obligations

1.1 CEQA Document Costs. Applicant shall pay all costs incurred for the preparation and completion of the CEQA Document which total $299,261.

1.2 Consultant Charges. Consultant's estimated charges for services and reimbursable expenses for preparation and completion of the CEQA Document, pursuant to that Consultant Services Agreement between Consultant and City, a copy of which is attached hereto as Exhibit "3", are $224,903.

1.3 City Charges. City's estimated charges for review and processing of the CEQA Document are $74,358.

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

1.4.1 Initial Deposit. Within ten (10) business days after the Effective Date of this Contract, Applicant shall deposit $149,630.50 with the City, being an amount equal to one half (1/2) of the Total Estimated Cost. Further, within thirty (30) business days after the Effective Date of this Contract, Applicant shall deposit with the City the remaining balance of the Total Estimated Cost, which is $149,630.50.

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

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

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

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

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

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

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

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

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

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

Article 2.0 Consultants Obligations

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

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

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

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

Article 3.0 City Obligations

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

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

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

Article 4.0 Indemnity

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

Article 5.0 General Provisions.

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

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

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

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

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

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

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

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

"CITY"

City of Wildomar

By:

_____

Gary Nordquist, City Manager

"APPLICANT"

Wal-Mart Real Estate Business Trust

By:

_____

John E. Clark, VP of Real Estate

“CONSULTANT”

Applied Planning, Inc.

By:

_____

Ross Geller, Principal

ATTEST:

_____

Debbie Lee, City Clerk

APPROVED AS TO FORM:

_____

Thomas D. Jex, City Attorney

EXHIBIT "1"

PROJECT DESCRIPTION

The applicant is requesting approval of a Wal-Mart project on 21.96 acres consisting of the following four (4) development applications:

- Change of Zone (CZ): A zone change for the 21.96 acre site from the current zoning of R-R (Rural Residential) to C-P-S (Scenic Highway Commercial) to accommodate the proposed project.

- Tentative Parcel Map: A tentative parcel map to consolidate four (4) existing parcels into two (2) parcels to accommodate the proposed Wal-Mart building and drive-through commercial/retail building.

- Plot Plan (PP): A plot plan to develop the 21.96 acre project site a 185,992 square-foot Wal-Mart building and one (1) 7,800 square-foot drive-through commercial/retail pad/building including related site development improvements (i.e., parking, landscaping, etc.).

- Conditional Use Permit (CUP): A conditional use permit to allow for the sale of alcohol for off-site consumption (ABC License Type 20/21).

EXHIBIT “2”

CONSULTANT PROPOSAL/SCOPE OF WORK

EXHIBIT “3”

CITY OF WILDOMAR & APPLIED PLANNING, INC.
EIR CONSULTANT SERVICES AGREEMENT

CONSULTANT SERVICES AGREEMENT

by and between

THE CITY OF WILDOMAR,
a California general law city

and

APPLIED PLANNING, INC.

AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND APPLIED PLANNING, INC.

This Agreement for Consultant Services ("Agreement") is entered into as of this 16th day of October, 2013 by and between the City of Wildomar, a California general law city ("City") and Applied Planning, Inc., a California corporation authorized to do business in California ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the scope of services set forth in Attachment A (Scope of Services) of this Consultant Agreement shall be completed pursuant to the schedule specified in scope. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the scope of services until such services are complete.

SECTION 2. SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Attachment A (Scope of Services/Proposal) of this Consultant Agreement and made a part of this Agreement.

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 Attachment A (Scope of Services/Proposal) of this Consultant Agreement unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Attachment B "Compensation" of this Consultant Agreement and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed $224,903.00, unless additional compensation is approved in writing by the City Council or City Manager.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

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

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

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 16 and 17, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

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

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.

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

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. PREVAILING WAGE LAWS

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

SECTION 12. 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 13. UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Consultant shall use E-Verify as the electronic verification system to verify the employment eligibility of all of Consultant’s existing and new employees. E-Verify shall mean the internet based system operated by the Department of Homeland Security which allows an employer to determine the eligibility of an employee to work in the United States by using information reported on an employee’s Employment Eligibility Verification Form (I-9 Form). Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with

the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

Consultant shall promptly notify City should Consultant , its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to

review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

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

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

General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section. In the event of any claim or demand made against City, its employees, officials or agents, the City may at its sole discretion reserve, retain and/or apply any monies due to Consultant under the Contract, for the purpose of resolving such claims; except that the City may release such funds if Consultant gives City reasonable assurance that City's interests will be protected. City shall, in its sole discretion, determine whether such assurance is reasonable. Claims against City, its employees, officials or agents by any employee of Consultant, its subcontractors, contractors, employees, servants or agents shall not in any way limit Consultant's indemnification obligation as set forth in this Section, including they amount and/or type of damages, compensation, and/or benefits payable by or for Consultant, its subcontractors, contractors, employees,

servants or agents under workers' compensation act, disability benefit acts, and/or other employee benefit acts and/or insurances. Nothing in this Agreement is intended to or shall have the effect of creating any rights in any third party against City, its agents, officials or employees.

Limitation of Indemnification. Notwithstanding any provision of this Section 16 [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the

services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

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

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

SECTION 23. 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 24. NOTICES.

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

To City:	City of Wildomar Attn: City Manager 23878 Clinton Keith Road, Suite 111 Wildomar, CA 92595
To Consultant:	Mr. Ross Geller Applied Planning, Inc. 5817 Pine Avenue, Suite A Chino Hills, CA 91709

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 25. 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.

SECTION 26. BINDING EFFECT.

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

SECTION 27. 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 28. 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 29. LAW TO GOVERN; VENUE.

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

SECTION 30. 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 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" and “B”, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. SEVERABILITY.

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

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

CITY OF WILDOMAR

By:_____
Gary Nordquist, City Manager

ATTEST:

_____
Debbie Lee
City Clerk

APPROVED AS TO FORM

By:_____
Thomas D. Jex
City Attorney

By: _____
Ross Geller, Principal
Applied Planning, Inc.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

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☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Attachment A

SCOPE OF SERVICES/PROPOSAL

Attachment B

COMPENSATION

Attachment C

CONSULTANT INSURANCE

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

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

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

(2) Insurance Services Office form number CA 0001 (Ed. 06/92) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

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

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

(1) General Liability: $1,000,000 per occurrence, $5,000 medical per occurrence, and $2,000,000 per policy aggregate for bodily injury, personal

injury and property damage. As an alternative to the per policy aggregate, Consultant may have an aggregate limit of $1,000,000 per project apply.

(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

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

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

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

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled or terminated by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City, except in the event of non-payment of a premium, in which case no less than ten (1) days prior written notice by certified mail, return receipt requested, must be given to the City.

2. General Liability and Automobile Liability Coverage's.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insured's as respects: liability arising out of performance of any work under this Agreement; liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its

respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

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

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

3. Workers' Compensation and Employer's Liability Coverage.

(1) Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

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

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance and endorsements shall be on standard Acord, Department of Insurance or Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, Consultant may provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by this Agreement. At any time at the written request of the City, Consultant agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section.

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

2. Any deductibles or self-insured retentions exceeding five thousand dollars ($5,000) must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. The requirements as to types, limits and the City's approval of insurance coverage's to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under this Agreement.

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

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

ATTACHMENT B

City's Request for Proposal (RFP) for Consultant Services

Request for Proposals

City of Wildomar Wal-Mart Development Project
Environmental Impact Report

Proposal Due by Monday, September 16th, 2013 at 4:00 pm PST

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

I. Introduction

The City of Wildomar invites proposals from qualified firms to complete preparation and processing of an Environmental Impact Report (EIR) for the *Wal-Mart Development* Project (project). The EIR will be required to analyze the proposed project that consists of the following entitlements: Rezone; Plot Plan; Sign Program; and Lot Merger. This EIR will be utilized to satisfy the requirements of the City of Wildomar.

The proposed project includes a 21.96 acre site on the south side of Bundy Canyon Road, on the east side of the Interstate 15 (I-15), on the west side of Monte Vista Road, and on the north side of Canyon Drive. The larger parcel (20.13 acres) will be developed with an approximately 200,000 square foot Wal-Mart. This parcel will also include a retention/detention basin and related site development improvements (i.e., parking, landscaping, etc.). The smaller parcel (1.83 acres) will be developed with an additional 7,800 square foot retail building. The project applicant is seeking entitlements for a zoning designation change from Rural Residential (RR) to Scenic Highway Commercial (CPS); a lot merger to create two parcels (20.13 acres and 1.83 acres) from the existing four parcels; a sign program to ensure consistency and compliance with City of Wildomar (Municipal Code 17.252.040); and a plot plan to develop the site.

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

II. Scope of Work

A. Introduction

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

1. Prepare a Notice of Preparation for the project.

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

B. Preparation of Environmental Documentation

The consultant will complete the EIR.

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

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

   a) Table of Contents
   b) Summary of impacts, mitigation measures and finding in table and text formats
   c) Project Description
   d) Environmental Setting
   e) Discussion of Environmental Impacts (direct and indirect, short and long term, singular and cumulative) formatted as follows:
      i. Setting
      ii. Impacts (include conclusive disposition of impact)
      iii. Mitigation Measures
   f) Discussion of Significant Environmental Effects of the Proposed Project
      i. Significant Environmental Effects Which Cannot Be Avoided
      ii. Significant Irreversible Environmental Changes
      iii. Growth Inducing Impacts
   g) Discussion of Mitigation Measures Proposed to Minimize Significant Impacts

h) Discussion of Alternatives to the Proposed Project
i) Effects Not Found to be Significant
j) Intended Uses of Document
k) Pertinent Laws, Ordinances and Regulations
l) Organizations and Person contacted/Bibliography
m) Discussion of cumulative Impacts
n) Appendices.

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

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

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

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

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

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

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

9. Documents – For all hard copies of the documents (printed and bound) the following shall be provided:
   - Administrative draft documents: *5 hard copies (for internal staff review)*;
   - Draft EIR Agency for Distribution: State Clearinghouse CD submittal
   - Draft EIR (Public Review Period):
     - *20 hard copies (20 comb-bound)*
     - *20 CDs containing technical appendices and PDF version of the Draft EIR.*
     - *2 full copies of the technical appendices printed*
   - Final documents: 40 hard copies (*25 comb-bound; 15 three-hole punched*).

   All hard copies are to be printed double-sided.

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

11. Schedule
    A. Consultant Selection and Project Schedule
        - Proposal Due: Monday, September 16, 2013 (4 pm)
        - Consultant Interviews: If Needed, Week of September 23 ~ 27
        - Award of Contract by Council: October 9, 2013 (tentative date)
        - Tentative Project Start Date: October 16, 2013 (pending signed contract/insurance papers

C. Deadline for RFP Response

The response to the Request for Proposal is to be received by the Planning Department by **4:00 pm on Monday, September 16, 2013**. Responses received after the specified time and date may not be considered. Respond to:

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

On the envelope/package, please clearly label "**Proposal for the Wal-Mart Development Project EIR**." Hand-carried proposals will be accepted before the response due date/time at the above address during normal business hours, Monday through Thursday (8 – 5 pm). Faxed or emailed proposals will not be accepted.

III. Proposal Content

Consultants shall submit three (3) copies plus one (1) signed copy for a total of four (4) copies to Mark Teague, AICP, Planning Manager at the City of Wildomar Planning Department, 23873 Clinton Keith Road, Suite #201, Wildomar, CA 92595, **no later than Monday, September 16, 2013 at 4:00 pm.** Postmarks and facsimiles will not be accepted.

A. Introductory Letter

An introductory letter must be provided which identifies name, address, and telephone number of the principal person representing the prospective consultants. The person authorized to execute the contract shall sign this letter.

B. Description of Organization

A short description of the primary firm and services shall be provided, as well as any subcontractors, office locations, and a list of staff members who will work on the project.

C. Qualification and Project Team

The prospective consultant must demonstrate the experience, qualifications and resources necessary to perform the contract.

1. Overview the project team structure, including prime consultant staff and subconsultants.
2. Summarize the relevant qualifications and experience of the lead consulting firm in performing work of a similar nature and scope to the project.
3. Summarize the relevant qualifications and experience of all subconsulting firms in performing work of a similar nature and scope to their portion of the project.
4. Summarize the relevant qualifications and experience of, and provide resumes for, each team member. For each of the lead consultant staff, identify the percentage of time commitment for the project. The consultant selected for the project will be required by contract to commit these personnel through the life of the project, although the City will retain the right to request a staff change.
5. Clearly identify:
   a. The project manager who will supervise the project on a day-to-day basis;
   b. The person(s) who will attend and facilitate public meetings and make presentations; and
   c. Key personnel for subconsultants and major tasks.

D. Work Approach and Methodology

Provide a brief statement/summary expressing the firm's general approach to and understanding of the methodology proposed for fulfilling project requirements.

E. Scope of Work

Provide your firm's responses to the scope of work. This section must be detailed enough for City selection staff to evaluate your methodology and ability to perform the work requested. The proposed work program and the

project schedule is to be provided. Potential strategies for addressing issues in the EIR shall be provided.

F. Schedule

The perspective consultant shall submit a detailed schedule. It should include all elements of the scope of work program and meeting milestones. Time frames should be stated in terms of the number of calendar days or weeks required to complete the specified tasks. The schedule should include a project start-up meeting to initiate the project. The schedule shall be as aggressive as reasonable and possible and assume an immediate start date. Provide at least three (3) weeks for review of administrative draft documents by City staff and include time for meetings with City staff to discuss changes to draft documents.

G. Cost Estimate

Proposals shall include the following:

1. A not-to-exceed (NTE) maximum amount for each of the major tasks, including the response to public comments received as a result of the environmental document's circulation.
2. A detailed itemization demonstrating how the estimate was determined, including all anticipated tasks, time requirements, hourly rates, and rates for direct costs items, such as photocopying, printing, and travel expenses.
3. Assumptions for numbers of copies of documents and numbers of meetings by type (e.g. public workshop, staff meeting). Provide time and material estimates for additional items (copies, meetings) that might be requested.
4. Indirect costs or overhead should only cover those expenses that cannot be credited to any single project and should be factored in as a fixed percentage of personnel costs.

The only exception to the "not to exceed" cost shall be the response to public comments received as a result of the environmental document's circulation. If the City receives excessive comments on the draft document, then the costs will be determined on a "negotiated basis" when the draft document and comments on the project become available. Excessive comments are generally considered to be more than ten (10) commenting agencies/individuals and/or over 75 comments that require answers other than "comment noted." The proposal must provide that prior to exceeding the approved budget, the consultant shall seek and obtain written approval from the City ***before*** such costs are incurred. Failure to get prior written approval may result in such costs being disallowed.

September 12, 2013

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

Re: Proposal to Prepare an Environmental Impact Report for the Walmart Development Project, Planning Application No. 0086

Dear Mr. Teague;

Applied Planning, Inc. is pleased to present this proposal to prepare an Environmental Impact Report for the Walmart Development Project. This proposal has been based on our review of the available information and our experience with similar projects. Our approach has been crafted to provide full support to the City of Wildomar staff.

Applied Planning proposes to prepare a comprehensive Environmental Impact Report that discusses the full range of potential impacts that could occur with the development of the commercial center. The enclosed scope of work has been crafted to meet the requirements of the California Environmental Quality Act (CEQA) and will consequently provide the City of Wildomar with the ability to move forward with the Project.

We look forward to further discussing our proposal with you. Please feel free to contact me if you have any questions.

Sincerely,
Applied Planning, Inc.

Ross S. Geller
Principal

Proposal to Prepare an Environmental Impact Report for the proposed Wal-Mart Development Project

Prepared for:
City of Wildomar
Planning Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

September 2013

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Section Two | Scope of Work

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Section Five | Qualifications and Experience

Section Six | Organization and Staffing

Section One | Introduction to the Work Program

Section One | Introduction to the Work Program

Understanding of the Project

The Project site is a 21.96-acre parcel, located at the southwest corner of Bundy Canyon Road and Monte Vista Avenue in the City of Wildomar. Interstate 15 and Canyon Drive form the sites westerly and southerly boundaries, respectively. A commercial parcel located at the southeasterly intersection of Bundy Canyon Road and Interstate 15 is not a part of the Project.

The Project proposes the development of approximately 200,000 square feet of commercial uses and related improvements such as supporting infrastructure, parking, signage, and landscaping. Preliminary plans depict an approximately 185,992 square foot Walmart, to be located in the southerly portion of the site. Approximately 7,800 square feet of retail uses are proposed in the northeasterly corner of the site, adjacent to Bundy Canyon Road and Monte Vista Avenue. Additionally, the site will contain detention and infiltration basins.

Necessary discretionary actions include a zone change from Rural Residential (RR) to Scenic Highway Commercial (CPS); a lot merger to create the desired number of parcels; approval of a sign program; and approval of a plot plan. A Conditional Use Permit for off-site liquor sales may also be requested.

Applied Planning fully understands the controversy surrounding Walmart development projects. We also recognize that these projects attract litigation and, as such, we have developed systems and protocols that assure that our analyses are comprehensive and fully documented.

From a community perspective, the issue of urban decay and the potential impact on small local businesses is quite sensitive. We go to great lengths to present the economic/market conditions in a manner that is easily digestible to both the decision makers and the public. Similarly, traffic and circulation is also a community concern. We expend a great deal of effort simplifying the data, so it is accessible to members of the public that want to understand the implication of approving the Project.

Our Role

Since our inception in 1997, Applied Planning, Inc. has developed an expertise in a broad range of environmental services, with numerous environmental studies completed pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Our staff provides a comprehensive array of services required for the latest environmental, land use planning and development processes. We have a proven record of project management utilizing the finest interdisciplinary teams which are assembled to accommodate the needs of our clients and the specific demands of the project. Project managers, technical staff, and associate consultants are chosen based on the type of assignment, knowledge of the subject environs, and availability to support the required schedule. We provide services to a broad list of clients, ranging from municipalities to private developers.

Our project managers strategically design each environmental process to meet the specific needs of each client, resulting in a streamlined document and efficient environmental process.

We have developed a work program for the proposed Project that will assist the City of Wildomar in the preparation of the Environmental Impact Report (EIR). The Initial Study will be comprehensively prepared, summarizing all background information and previous environmental documentation. Please refer to Section Two for complete details regarding our approach. The EIR will be technically sound, pursuant to State law, the *CEQA Guidelines*, and City environmental procedures. Information will also be graphically

presented, where applicable, to aid the readers understanding of the Project and support the discussion of impacts and mitigation measures.

Staff Accessibility

The Applied Planning project management team will work as an extension of City staff. This collaborative working relationship is essential to the creation of documents that are an effective planning tool for public dissemination and assist the City decision making process. We will work closely with City staff through the successful completion of the Project, thus ensuring that the City's objectives are reflected in the planning and environmental review process.

We consider our staff availability of paramount importance to the environmental process. Our project management team and technical personnel will be available to devise Project-related strategies, supply CEQA expertise, and provide solutions and objective recommendations.

Technical Analysis

It is our understanding that all technical analyses will be provided by the Project Applicant. Applied Planning will review these documents and all relevant information will be incorporated into the environmental documents, as appropriate. It is assumed that these studies are thorough and complete. If any additional analysis is necessary, Applied Planning will work with the respective authors to assure the reports are adequate for CEQA purposes.

Quality Control

An objective and technically accurate document provides a strong foundation on which to make reasoned decisions. The Project Manager will oversee and coordinate all activities related to quality control and assurance. This includes compliance with CEQA Guidelines,

technical accuracy and objectivity of technical analyses, and consistency checks throughout the document.

Applied Planning's Staff Editor will be responsible for conducting a comprehensive review of the document. This will ensure that they are free of typographical errors, that Project-specific terms are used consistently, and that the document is formatted in a uniform, reader-friendly manner.

Section Two | Scope of Work

Section Two | Scope of Work

The following paragraphs describe Applied Planning's proposed work tasks to complete the preparation of the EIR for the proposed Project.

Task 1: Initial Meetings, Initial Study and Notice of Preparation

Applied Planning's management team will attend meetings early in the process with the City to clarify expectations, refine the work plan, exchange information, and present specifics on our recommended approach to the Project.

The Project schedule will be discussed and refined, as necessary, to reflect agreements and understandings reached in these meetings. Based on the outcome of these meetings, Applied Planning will prepare a refined EIR schedule, identifying critical data needs and associated delivery dates necessary to attain the agreed upon schedule.

Upon affirmation of the Project Description, Applied Planning will prepare a thorough CEQA evaluation of the Project using the City of Wildomar's Initial Study CEQA checklist form. Answers to all responses will be qualified with the appropriate level of discussion, summarizing the background information and previous environmental documentation where appropriate. The Initial Study will be a comprehensive document, setting the stage for the preparation of the Draft EIR, and aiding the reader in understanding the Project's environmental process thus far.

Applied Planning will prepare a Notice of Preparation (NOP) for the Project. These items will be provided to City staff for review and comment. It is our understanding that the City will then distribute the documents.

Products

- Attendance at Project Kick-off Meetings
- Definition of Project and Alternatives
- Refined Scope of Work (if needed)
- Refined Schedule (if needed)
- CEQA Initial Study
- Notice of Preparation

Task 2: Environmental Data Compilation and Analysis

Important steps in this task will include the collection and detailed review of all pertinent environmental documentation prepared for the Project. It is our understanding that all requisite technical studies will be provided by the Project Applicant. Applied Planning will review these documents and all relevant information will be incorporated into the Initial Study/EIR, as appropriate. It is assumed that these studies are thorough and complete. If corrections or any additional analysis is necessary, Applied Planning will work with the respective authors to assure the reports are adequate for CEQA purposes.

Products

- Detailed review of all environmental documentation

Task 3: Preparation of Administrative Draft EIR

The Applied Planning team will prepare the Administrative Draft EIR in accordance with CEQA and City regulations and guidelines. The report will be prepared in accordance with *CEQA Guidelines*. The document will include a project description, setting, impacts, thresholds of significance, mitigation measures, and a complete list of authors responsible for the environmental analysis. Relevant plans and regulations that would serve to reduce the potential impacts of the Project will also be identified.

Mitigation measures will be as specific as possible, emphasizing responsibility and timing for both implementation and monitoring of mitigation. For each significant impact, the level of significance following mitigation will be stated. A summary table of impacts and

mitigation measures will be prepared in a fashion that is easily adaptable for use by the City in adopting findings.

The City will be provided the opportunity to review and comment on the Administrative Draft EIR. This internal review process is not assumed to exceed two (2) consolidated review cycles, and up to 5 hard copies.

Products

- Up to two (2) consolidated internal review cycles
- Up to 5 hard copies

Task 4: Preparation of the Draft EIR

Following internal review, Applied Planning will revise the Administrative Draft EIR and produce the Draft EIR. The Draft EIR and Notice of Completion will be submitted to the State Clearinghouse and the Riverside County Clerk/Recorder, initiating the 45-day public comment period. All appendices will be contained on a CD, attached to the EIR.

Applied Planning will also prepare a Notice of Completion. Upon completion of City review, the documents will be distributed by Applied Planning based on a City-provided mailing distribution list. Applied Planning will ensure that the appropriate number of copies of the Draft EIR are provided to the City for distribution to the State Clearinghouse and responsible and interested agencies. City staff will be responsible for the necessary notices announcing the public hearing and the availability of documents to be published in a major local newspaper serving the study area.

Products

- Up to 40 copies of the Draft EIR (20 hard copies and 20 CDs)
- Two (2) hard copies of al technical appendices
- Notice of Completion

Task 5: Preparation of Administrative Final EIR

During and following the close of the public comment period, Applied Planning will prepare written responses to the comments on the Draft EIR received during the public review period. Copies the Administrative Final EIR will be provided to the City for review.

Products

- Up to 5 hard copies of the Administrative Final EIR

Task 6: Preparation of the Final EIR

Following review of the Administrative Final EIR, Applied Planning will make any necessary changes to the response to comments portion of the documents and will send the responses to commenting agencies and parties at least ten days prior to certification of the document. The Final EIR will then be finalized, and a Mitigation Monitoring Plan will be prepared. The documents will be distributed by the City.

Products

- Up to 40 hard copies of the Final EIR

Task 7: Project Management and Administration

Recognizing the importance of this Project, Applied Planning's Principal, Ross Geller, will be the designated Project Manager. Mr. Geller will be the contact person for the City and will attend all Project team meetings.

The preparation of an EIR for this type of project requires a major commitment of time to project management and meetings. As part of this task, Applied Planning will be responsible for the coordination of information between the Project team members.

At the beginning of the Project, Applied Planning, through coordination with City staff, will compile a list of all potentially involved departments and agencies. During the course of the environmental analysis, Applied Planning will assume responsibility for coordinating with these respective agencies. Thus, the environmental analysis will

incorporate all the appropriate department and agency input in order to expedite the process of environmental certification and approval.

Applied Planning's Project Manager will maintain routine contact with City staff. Applied Planning's management team will be responsible for coordination of all consultant team members and staff. Where appropriate, Applied Planning will utilize the expertise of City staff to confirm assumptions and methodologies, to provide input in formulating key mitigation measures, and to verify major conclusions.

Task 8: Meetings and Public Hearings on the EIRs

The Applied Planning team will be available to attend necessary meetings and public hearings on the EIR. The proposal includes costs for Applied Planning to attend up to four (4) project meetings and four (4) public hearings. Upon certification of the document, Applied Planning will prepare and process the Notice of Determination. Any fees associated with the processing will be the responsibility of the City.

Products

- Attendance at up to four (4) project meetings
- Attendance at four (4) public hearings
- Prepare and process Notice of Determination

Analysis of Key Issues

The environmental process will cover the topical issues discussed in the CEQA checklist form. It is anticipated that the issues of aesthetics, agricultural resources, hazards and hazardous materials, mineral resources, population and housing, and recreation will be adequately addressed as part of the Initial Study process.

The issues of air quality (including global climate change and health risk), biological resources, cultural resources, geology and soils, hydrology and water quality, land use (including urban decay), noise, public services and utilities, and traffic and circulation will need to be brought forward and analyzed in greater detail in the EIR.

To this end, technical analyses supplied by the Project Applicant will be reviewed and all relevant information will be incorporated into the environmental documents, as appropriate. Any recommendations will be carried forward into the Mitigation Monitoring Plan for the Project. It is assumed that these studies are thorough and complete. If corrections or any additional analysis is necessary, Applied Planning will work with the respective authors to assure the reports are adequate for CEQA purposes.

Section Three | Project Budget

Section Three | Project Budget

Applied Planning, Inc. will prepare the Environmental Impact Report for the proposed Walmart Development Project for a fixed fee cost not to exceed $224,903.00.

This fee includes copies of the document (see following spreadsheet for assumptions). All appendices will be provided on CD-ROM and attached within any hard copies of the main document. Any additional document copies will be billed at cost plus 15 percent basis.

Consistent with the City's Request for Proposal, the only exception to this fixed fee shall occur in the event that excessive comments are received on the Draft EIR. For the purposes of this proposal, more than ten (10) commenting agencies and/or more than 75 comments that require in-depth response shall be considered excessive. Applied Planning will obtain written approval from the City before such costs are incurred. All approved extra work will be undertaken consistent with Applied Planning's Schedule of Billing Rates, which is presented within this Section, following the spreadsheet.

Invoices for the Project will be prepared monthly and will be based on the percentage of the overall Project that was completed during the billing period. Milestones for payments shall be up to 85 percent of the contract amount for completion and distribution of the Draft EIR, up to 95 percent for the distribution of the Final EIR and up to 100 percent within 60 days following the distribution of the Final EIR, if the Project is delayed for any reason outside of the control of the consultant.

This budget proposal was based on the following spreadsheet. The spreadsheet presents each task outlined in the preceding Scope of Work, hours required to complete each task, and individual billing rates.

Wildomar Walmart Development Project
EIR Budget

		Principal	Senior Project Manager	Senior Planner	Planner	Graphic Technician	Clerical	Sub-Consultants		COST
BILLING RATE		**$215**	**$185**	**$155**	**$135**	**$100**	**$85**			
Task 1	Initiation Meetings	6	0	0	0	2	4		$	**1,830.00**
	Prepare Initial Study/NOP	12	16	12	10	12	8		$	**10,630.00**
Task 2	Environmental Data Collection	8	10	10	6	0	4		$	**6,270.00**
Task 3	Preparation of Screencheck EIR								$	**-**
	Introduction	2	2	6	2	0	4		$	**2,340.00**
	Project Description	16	18	4	4	6	8		$	**9,210.00**
	Summary	2	4	2	4	2	3		$	**2,475.00**
	Air Quality (including GCC and HRA)	13	32	12	6	4	8		$	**12,465.00**
	Biological Resources	6	8	5	4	2	4		$	**4,625.00**
	Cultural Resources	6	7	5	2	2	4		$	**4,170.00**
	Geology and Soils	8	12	6	4	4	6		$	**6,320.00**
	Hydrology and Water Quality	9	10	4	4	2	6		$	**5,655.00**
	Land Use (including Urban Decay)	10	11	10	6	4	7		$	**7,540.00**
	Noise	11	12	12	8	2	8		$	**8,405.00**
	Public Services and Utilities	12	12	10	4	8	6		$	**8,200.00**
	Traffic and Circulation	21	30	18	10	6	10		$	**15,655.00**
	Alternatives (4 including "No Project")	18	32	14	6	5	8		$	**13,950.00**
	Statutory CEQA Topics	12	16	10	6	4	8		$	**8,980.00**
	Mitigation Monitoring Plan	14	10	0	2	57	5		$	**11,255.00**
Task 4	Preparation of Draft EIR	12	8	4	4	2	26		$	**7,630.00**
Task 5	Project Management/Administration	58	38	6	0	24	36		$	**25,890.00**
Task 6	Preparation of Screencheck Final EIR[1]	12	32	24	8	12	10		$	**15,350.00**
Task 7	Preparation of Final EIR	12	18	8	0	6	26		$	**9,960.00**
Task 8	Draft Facts, Findings & Overriding Considerations	6	10	16	0	0	8		$	**6,300.00**
Task 9	Meetings (all types) and Public Hearings	44	12	2	0	6	16		$	**13,950.00**
SUBTOTAL		330	360	200	100	172	233		$	**219,055.00**
Estimated Direct Expenses										
Printing						Copies	Cost			
	Administrative Draft EIR					5	$48.00		$	**240.00**
	Draft EIR (hard copies) w/ Appendices on CD-ROM					20	$48.00		$	**960.00**
	Draft EIR (on CD-ROM)					20	$15.00		$	**300.00**
	Technical Appendices (hard copies)					2	$169.00		$	**338.00**
	Administrative Draft Final EIR					5	$38.00		$	**190.00**
	Final EIR (hard copies)					40	$38.00		$	**1,520.00**
	Final EIR (on CD-ROM)					5	$15.00		$	**1,100.00**
Other Direct Charges (postage, delivery, travel, telephone, etc.)									$	**1,200.00**
SUBTOTAL									$	**5,848.00**
ESTIMATED TOTAL COST									$	**224,903.00**

[1] Assumes the preparation of responses to a total of 10 DEIR comment letters.

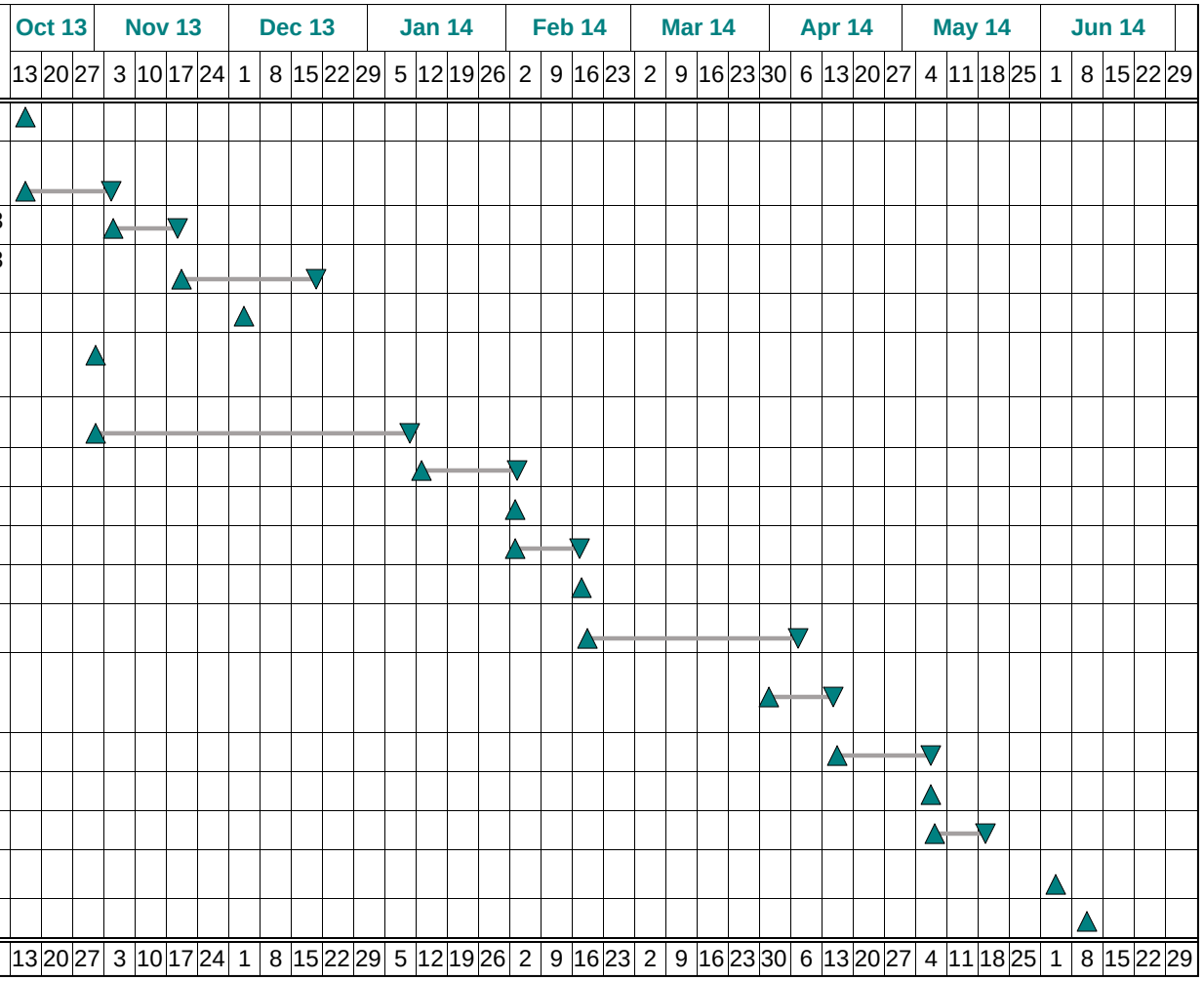
Section Four | Project Schedule

Section Four | Project Schedule

The following preliminary schedule has been created for the Project, including the assumed kick-off date and internal review periods. Updated schedules will be provided regularly throughout the process.

Wildomar Walmart Develoment Project
Project Schedule

	Activity Name	Start Date	Finish Date
1	Project Initiation Meeting	10/16/13	
2	Prepare and Distribute Initial Study and NOP	10/16/13	11/4/13
3	Internal Review	11/5/13	11/19/13
4	Public Review Period	11/20/13	12/20/13
5	Scoping Meeting	12/4/13	
6	Provide Completed Technical Analyses	11/1/13	
7	Prepare Administrative Draft EIR	11/1/13	1/10/14
8	Internal Review	1/13/14	2/3/14
9	Project Meeting	2/3/14	
10	Finalize Draft EIR	2/3/14	2/17/14
11	Release Draft EIR	2/18/14	
12	Public Review Period	2/19/14	4/7/14
13	Prepare Responses to Comments and Mitigation Moniotring Plan	4/1/14	4/15/14
14	Internal Review	4/16/14	5/7/14
15	Project Meeting	5/7/14	
16	Finalize Final EIR	5/8/14	5/19/14
17	Planning Comission Hearing	6/4/14	
18	City Council Hearing	6/11/14	



Section Five | Qualifications and Experience

Section Five | Qualifications and Experience

Overview

Our staff provides a comprehensive array of services required for the latest environmental, land use planning and development processes. We have provided planning and environmental services for municipal and county agencies and school districts, as well as private developers for a wide variety of projects, including specific plans, commercial projects, residential tracts, redevelopment plans, new schools and campuses, publicly financed infrastructure plans and programs, and major public infrastructure construction projects such as wastewater reclamation facilities and desalination plants.

Applied Planning, Inc. provides the following environmental compliance services:

- Initial Studies/Negative Declarations
- Environmental Assessments
- Environmental Impact Reports
- Environmental Impact Statements
- Tiered Environmental Documents
- Mitigation Monitoring Programs
- Public Hearings and Presentations
- Findings of Overriding Considerations
- Records of Decision

Key Personnel

The following is an overview of key personnel assembled for this Project. Each team member has experience with projects similar to the proposed Project and a proven ability to complete similar assignments on time and within budget. These staff members will be assigned for the duration of the Project. Mr. Geller will manage the effort from initiation to the final public hearing.

EIR Team

- Ross S. Geller, Applied Planning, Inc., Principal

Mr. Geller has over 30 years of professional experience and an in-depth background in a wide range of planning and environmental issues. His project management experience has provided him with the insight to develop innovative and practical solutions to a full range of planning and environmental concerns.

Prior to establishing Applied Planning, Inc., Mr. Geller was a Principal and Partner of a major California environmental planning firm. In addition to his administrative duties, he has managed the preparation of environmental documents and specific plans for some of the highest profile projects in the State.

- Charles D. Ray, Applied Planning, Inc., Senior Project Manager

Mr. Ray joined Applied Planning, Inc. in 1999. Mr. Ray's education, complemented by 25 years of practical experience in application of environmental policies and land use/planning laws, provide the skills necessary to develop innovative and practical solutions to a wide range of planning and environmental issues.

Primary responsibilities with Applied Planning, Inc. include preparation of necessary California Environmental Quality Act (CEQA) documentation and project management for a diverse range of commercial, residential, and municipal projects requiring assessment and presentation of complex environmental issues.

- Jani Monk, Applied Planning, Inc., Project Manager

Ms. Monk has more than fifteen years of experience in varied aspects of land use planning, environmental analysis and project development. As a Project Manager, she is actively involved in the planning, research and environmental analysis of several Applied Planning projects, including the preparation of CEQA documentation for a number of new retail and industrial projects located throughout the Inland Empire, the High Desert and the Antelope Valley.

- Amy M. Flores, Applied Planning, Inc., Assistant Project Manager

Ms. Flores is an Assistant Project Manager with Applied Planning, Inc. Ms. Flores has more than seven years of experience in varied aspects of land use planning, environmental analysis, and project development. She has managed and prepared a variety of planning and environmental studies for projects located throughout Southern California. Ms. Flores has extensive experience and background in research and analysis. She has prepared studies that investigated the environmental feasability of a wide range of rights-of-way projects, including the routing of product pipelines into major airports. She also participated in the preparation of an environmental document for a 70-mile fiber optic project that was prepared for the California Public Utilities Commission.

- Jennifer A. Gilbert, Applied Planning, Inc., Staff Editor

Ms. Gilbert is the Staff Editor for Applied Planning, Inc. Ms. Gilbert has more than eight years of experience in a variety of business communication positions. Her past experience includes proofreading and editing a wide range of printed copy. She has also managed and reviewed the preparation of technical manuals and materials. Ms. Gilbert managed numerous projects that relied on clear presentation, precise language, and that were free of typographical errors.

Ms. Gilbert has extensive experience in the advertising and public relations field. She has spent over eight years with two southern California advertising agencies. In addition to her editorial skills, her previous work has provided her with extensive experience in research and analyses techniques.

Project Experience

Many of our projects include complex issues, such as rural conversion, urban infill, and historic preservation. Our experience in handling high profile and controversial projects has afforded us the opportunity to develop management techniques that enable us to complete the project in a manner that is responsive to community issues. We continue to manage diversified teams of consultants, providing exceptional client service.

Following are selected examples of our work.

Wal-Mart Commercial Centers
Environmental Documentation
Southern California

Palmdale, California - Environmental Impact Report
Primary uses within this Project site included an approximately 228,000 square foot Major 1 "big box" retail tenant; up to two (2) sub-major retail tenants of approximately 51,000 square feet each, and up to six (6) smaller commercial outpad uses totaling approximately 26,000 square feet. These outpads will include restaurants, drive-through restaurants, pharmacies, and retail uses. The Project also provided supporting parking areas, internal and perimeter landscape/hardscape elements, site lighting, vehicular access/on-site circulation, pedestrian walkways, and all necessary utilities improvements.

Moreno Valley, California - Environmental Impact Report
Applied Planning, Inc. prepared an Environmental Impact Report for a major commercial Project in the City of Moreno Valley. The Project was an amendment to the City's Auto Center Specific Plan to allow the development of the center. The Project included the development of a 227,000 square foot Wal-Mart, including a gas station, 300 residential units, five fast food pads, 63,000 square feet of community-based retail, and two sit down restaurant pads.

Beaumont, California - Environmental Impact Report

This 221,000-square foot Project, and associated gas station was proposed on a 23-acre site just south of Interstate 10 and Highland Springs Road. The Environmental Impact Report looked at the issues of Land Use, Traffic, Air Quality and Noise. The grand opening of the center was in March 2006.

Rosemead, California - Environmental Impact Report

This Project included a 230,000-square foot major and two retail/restaurant pads on a 23-acre site, north of SR-60, on Walnut Grove Avenue. The Environmental Impact Report looked at the issues of Land Use, Traffic, Air Quality and Noise. The grand opening of the center is planned for late 2007.

Ontario, California - EIR Addendum

This Project proposed the construction of a 178,000 square foot Wal-Mart on Mountain Avenue, south of Interstate 10. As part of the Mountain View Specific Plan, the Project site was the former site of a Target, Toy R Us, and a Food for Less.

Los Angeles, California - EIR Addendum

This Project proposed the construction of a 154,000-square foot Wal-Mart on the site of a former car dealership. The Project was part of the previously approved Harbor Gateway Specific Plan area.

Northridge, California -
Mitigated Negative Declaration

This Project involved the demolition of an existing Levitz furniture store and the construction of a 157,000-square foot multi-story Wal-Mart.

Norwalk, California - Mitigated Negative Declaration

This Project proposed the construction of a 154,000 square foot Wal-Mart on the site of a former House to Home store.

Los Angeles, California - Mitigated Negative Declaration

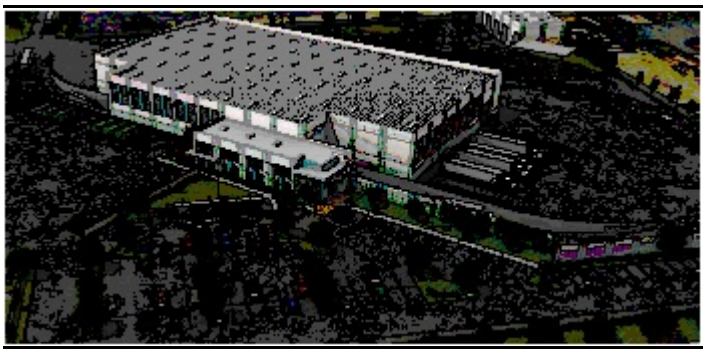
The Project involved transition of an industrial use to a new retail commercial center. Specifically, the Project consisted of the demolition of approximately 300,000 square feet of industrial uses and construction of a 145,000-square foot retail building, including an associated gas station, and 9,600 square feet of freestanding restaurant/retail uses.

March Lifecare Campus Specific Plan
Program Environmental Impact Report
Riverside County, California

The March Lifecare Campus Specific Plan provides the framework for the development of a 3,555,000-square-foot state-of-the-art, integrated healthcare campus and supporting facilities. The Project is envisioned to be incrementally constructed over the next 20 years. The Project area is located generally on the southwest corner of Cactus Avenue and Heacock Street on approximately 236 acres of the former March Air Reserve Base in Riverside County.

Applied Planning, Inc. prepared a comprehensive Program EIR that assessed both the near-term and long-term impacts associated with the buildout of the site. Of particular significance was the evaluation of historic structures that were constructed on the former March Air Force Base and hazards associated with the previous on-site military uses.

Pomona Valley Transfer Station
Environmental Impact Report
Pomona, California



This Project involves the construction and operation of a solid waste transfer station and associated supporting facilities, together with necessary site, access, and utilities/services improvements. The primary function of the transfer station is to accept and consolidate MSW received from individual haulers for subsequent transport by larger semi-trailer transfer trucks to area landfills for disposal.

Main components of the Project include a transfer station building, separate commercial and self haul load out areas, a sub-grade load out area, office and maintenance building, a scale house, and fueling stations.

Transfer stations allow franchise trash collection vehicles and self-haulers to avoid long trips to remote landfills. This approach can provide an efficient means to transport waste to area-wide landfills and also can create positive benefits to area-wide traffic and air quality. In these regards, the underlying goals of the Project are to enhance waste management services within the City and region, stabilize rising solid waste collection costs, and reduce environmental impacts otherwise associated with waste handling and disposal.

Main issues analyzed in the EIR included Land Use, Air Quality, Noise, Hazards, Hydrology and Water Quality, Public Services and Cultural Resources.

Westridge Commerce Center
Environmental Impact Report
Moreno Valley, California

This approximately 55-acre site will accommodate approximately 937,260 square feet of light industrial uses. Specifically, one building will be constructed on-site, containing approximately 96 loading dock doors to the north and 77 loading dock doors to the south. Approximately 14,000 square feet of office space is divided between the southeast and southwest corners of the building. The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System.

California Speedway Development Plan
Environmental Impact Report
San Bernardino County, California

Applied Planning, Inc. prepared the EIR for this major motor sports raceway facility and a business park on a 550-acre site located in the southwest portion of San Bernardino County. The Project was recognized by the Inland Empire Chapter of the American Planning Association for "Outstanding Specific Project" of the year.

The site was previously occupied by a steel mill owned and operated by the Kaiser Steel Corporation. The mill, which began operation in 1942, was a major source of steel plate for ship building operations during World War II, and by the late 1970s was the largest fully integrated steel mill west of the Mississippi River, providing over 11,000 jobs to the community.

Development of the site required extensive demolition of old structures and facilities and reclamation of hazardous waste by-products from steel mill operations.

The Project was intended to fill demand for a major motor sports racing facility that has grown since the closure of several raceways, including the Riverside Raceway, the Ontario Motor Speedway, and other smaller racing facilities in Southern California.

The California Speedway Development Plan Project included the following components:

- A motor racing facility with a two-mile tri-oval track, and associated buildings and facilities for hosting three to six Indy and stock car sanctioned races per year between April and September, beginning in September of 1996. Ultimate spectator attendance is planned at 105,000 people per event.

- Parking for the grandstand area, infield parking, employee parking, and the business park area totals 34,646 parking spaces.

- A Metrolink station proposed for the northeastern portion of the main parking area, along an existing Santa Fe Rail line.

Beaumont General Plan Update
Environmental Impact Report
Beaumont, California

Applied Planning, Inc. prepared the EIR for the City of Beaumont 2006 General Plan Update. The geographic area considered in the General Plan Update and associated EIR included the City of Beaumont and its designated Sphere of Influence (SOI). The EIR acknowledged and comprehensively addressed combined environmental effects of existing development within the General Plan Area, entitled but as yet unrealized development, and changes anticipated pursuant to the proposed 2006 General Plan Update.

Piemonte at Ontario Center
Amendment to the Ontario Center Specific Plan;
Addendum to the Certified Ontario Center Environmental Impact Report
Ontario, California

The 88-acre Project included the development of over 1.3 million square feet of commercial and mid-rise office uses and approximately 800 residential units within four-5 story towers. The Piemonte Project provides residents the opportunity to live, work, shop and take advantage of various entertainment venues without the need to drive a car.

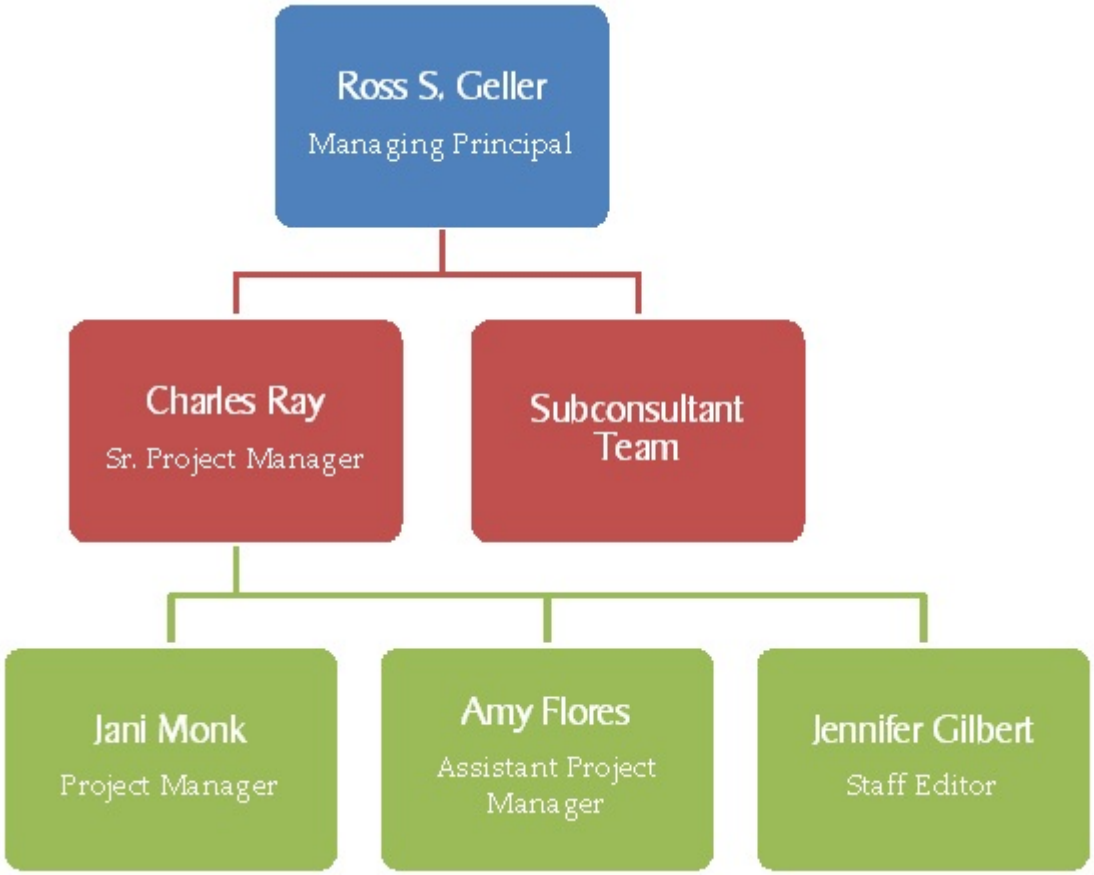
Main Street, the cornerstone of the entertainment portion of the project, provides a tree-lined paseo with various points of visual interest such as fountains and/or urban gardens. Courtyards, esplanades and opportunities for outdoor seating were created by the placement of buildings along the spine.

The Project is designed to connect pedestrian-oriented development, with an emphasis on wide, landscaped sidewalks, outdoor seating and dining areas, and a strong Tuscan design influence throughout. The various land use components within the Project will be connected by a series of defined pedestrian paths proposed throughout the Project site. Pedestrian links have also been designed to allow workers, residents and visitors to move through the site and to the Citizens Business Bank Arena located just south of Piemonte.

Section Six | Organization and Staffing

Section Six | Organization and Staffing

This section provides resumes for Applied Planning key personnel. Organization of our firm is as follows.



Mr. Ross S. Geller, Principal

Education: California State Polytechnic University, Pomona
Bachelor of Science, Urban and Regional Planning

California State University, Fullerton
Graduate Studies in Public Administration

Experience: Ross Geller has over 30 years of professional experience and an in-depth background in a wide range of planning and environmental issues. His project management experience has provided him with the insight to develop innovative and practical solutions to a full range of planning and environmental concerns.

Prior to establishing Applied Planning, Inc., Mr. Geller was a Principal and Partner of a major California environmental planning firm. In addition to his administrative duties, he has managed the preparation of environmental documents and specific plans for some of the highest profile projects in the State. Over his career, Mr. Geller has managed projects ranging from major transportation facility projects, large scale industrial developments, to fiber optics projects. Other projects included the preparation of an EIR for the City of Santa Barbara Desalination Plant and Long Term Water Supply Program.

Mr. Geller also managed the preparation of an EIR for the California Speedway Project. That project investigated the impacts of redeveloping the previous Kaiser Steel Mill site into a major Southern California racing facility. The EIR document was prepared on an expedited schedule. This project was recognized by the American Planning Association for "Outstanding Specific Project" of the year.

Mr. Geller recently completed the management and preparation of a Specific Plan Amendment and accompanying environmental document for the Piemonte project in the City of Ontario. Piemonte is an urban village that included over 1.3 million square feet of entertainment, restaurant, retail and

office uses on an 88 acre site. Piemonte also included over 800 residential units. His responsibilities included coordinating the various design and engineering disciplines and preparing and processing the documents through the entitlement process.

Mr. Charles D. Ray, Senior Project Manager

Education: Bachelor of Environmental Design, University of Colorado, 1976.

Experience: Charles (Charly) Ray joined Applied Planning, Inc. in 1999. Mr. Ray's education, complemented by 25 years of practical experience in application of environmental policies and land use/planning laws, provide the skills necessary to develop innovative and practical solutions to a wide range of planning and environmental issues.

Primary responsibilities with Applied Planning, Inc. include preparation of necessary California Environmental Quality Act (CEQA) documentation and project management for a diverse range of commercial, residential, and municipal projects requiring assessment and presentation of complex environmental issues. Representative work includes:

Glendora Commercial Center Specific Plan EIR: Commercial Specific Plan Project EIR for a 474,000 square foot commercial/retail center on approximately 50 acres of land. City of Glendora, Los Angeles County, CA.

Diamond Ridge Commercial Center Specific Plan EIR: Commercial Specific Plan Project EIR for a 400,000 square foot commercial/retail center on approximately 29 acres of land. City of Glendora, Los Angeles County, CA.

Rosemead Retail Center EIR: Commercial /Retail Project EIR for a 250,000 square foot retail/commercial center on approximately 24 acres; City of Rosemead, Los Angeles County, CA.

Piemonte at Ontario Center Project: Specific Plan Amendment and EIR Addendum for mixed use urban project (approximately 1.3 million square feet of commercial/retail, restaurant, office, entertainment, and hotel uses; 806 dwelling units) on approximately 80 acres; City of Ontario, San Bernardino County, CA.

The Preserve Specific Plan EIR: Mixed Use Specific Plan Project EIR for development of approximately 1,600 acres with 3,000 dwelling units, and up to 1.25 million square feet of commercial uses; Riverside County, CA.

"Big-T" EIR: Residential Tract EIR-Residential /Commercial Project EIR for demolition of existing "Big-T" Golf Course and redevelopment with 154 dwelling units and 28,000 square feet of commercial/retail uses on 26.5 acres. City of Buena Park, Orange County, CA.

Ms. Jani L. Monk, Project Manager

Education: University of California, Riverside, Communications Studies

Experience: Ms. Monk has more than fifteen years of experience in varied aspects of land use planning, environmental analysis and project development.

Ms. Monk joined Applied Planning, Inc. in 2000. As a Project Manager, she is actively involved in the planning, research and environmental analysis of several Applied Planning projects, including the preparation of CEQA documentation for a number of new retail and industrial projects located throughout the Inland Empire, the High Desert and the Antelope Valley.

Ms. Monk is also responsible for the management of Applied Planning's graphic production, and has successfully incorporated state-of-the-art digital imaging into a number of projects. Working with a variety of media, as well as multiple architects and designers, she created a concise yet comprehensive graphic representation of this diverse project to facilitate its fast-track review by the City of Ontario's Planning and Redevelopment departments. Also notable was the detailed mapping completed for the Vesta Telecommunications project, which involved the routing of fiber optic cable over approximately 70 miles, from Riverside to the community of Rainbow Canyon in San Diego County.

Prior to joining Applied Planning, Inc., she was employed as an Environmental Analyst by a major California environmental firm. Ms. Monk contributed research and analysis to a wide variety of environmental projects pursuant to CEQA and NEPA regulations, and managed the pre-development processing of a number of private sector commercial developments.

Ms. Monk has also worked for a major Inland Empire civil engineering firm, where she assisted clients with successfully obtaining site development approvals.

Ms. Amy M. Flores, Assistant Project Manager

Education: Chaffey College, Urban Design
Mount San Antonio College, Various Courses

Experience: Ms. Flores is an Assistant Project Manager with Applied Planning, Inc. Ms. Flores has more than ten years of experience in varied aspects of land use planning, environmental analysis, and project development. She has managed and prepared a variety of planning and environmental studies for projects located throughout Southern California.

Ms. Flores has extensive experience and background in research and analysis. She has prepared studies that investigated the environmental feasability of a wide range of rights-of-way projects, including the routing of product pipelines into major airports. She also participated in the preparation of an environmental document for a 70-mile fiber optic project that was prepared for the California Public Utilities Commission.

In her capacity as an Assistant Project Manager, Amy prepares technical sections of environmental impact reports and coordinates the scopes of work for our various technical sub-consultants. Ms. Flores also serves as the environmental coordinator for all of Applied Planning's school construction related environmental documents. She has personally prepared CEQA documents for over a dozen elementary, middle, and high schools within the Inland Empire. Additionally, she recently managed the preparation of several detailed Mitigated Negative Declarations for major retail centers located in the City of Los Angeles.

Ms. Flores has an extensive background in computer-generated graphics and is an expert in publishing and pre-production quality control.

Ms. Jennifer A. Gilbert, Staff Editor

Education: Chaffey College, Business Administration/Communications

Experience: Ms. Gilbert is the Staff Editor for Applied Planning, Inc. Ms. Gilbert has more than ten years of experience in a variety of business communication positions. Her past experience includes proofreading and correcting a wide range of printed copy. She has also managed and reviewed the preparation of technical manuals and materials. Ms. Gilbert managed numerous projects that relied on clear presentation, precise language, and were free of typographical errors.

Ms. Gilbert has extensive experience in the advertising and public relations field. She has spent over eight years with two southern California advertising agencies. In addition to her editorial skills, her previous work has provided her with extensive experience in research and analyses techniques.

In her capacity as a Staff Editor, Jennifer reviews all sections of Applied Planning's work products and reports prepared by our various technical sub-consultants. Ms. Gilbert also serves as the publishing coordinator for all of Applied Planning's projects, conducting pre- and post-flight editorial reviews.

Ms. Gilbert has an extensive background in computer-generated graphics and is an expert in publishing and production quality control.

September 12, 2013

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

Re: Proposal to Prepare an Environmental Impact Report for the Walmart Development Project, Planning Application No. 0086

Dear Mr. Teague;

Applied Planning, Inc. is pleased to present this proposal to prepare an Environmental Impact Report for the Walmart Development Project. This proposal has been based on our review of the available information and our experience with similar projects. Our approach has been crafted to provide full support to the City of Wildomar staff.

Applied Planning proposes to prepare a comprehensive Environmental Impact Report that discusses the full range of potential impacts that could occur with the development of the commercial center. The enclosed scope of work has been crafted to meet the requirements of the California Environmental Quality Act (CEQA) and will consequently provide the City of Wildomar with the ability to move forward with the Project.

We look forward to further discussing our proposal with you. Please feel free to contact me if you have any questions.

Sincerely,
Applied Planning, Inc.

Ross S. Geller
Principal

Proposal to Prepare an Environmental Impact Report for the proposed Wal-Mart Development Project

Prepared for:
City of Wildomar
Planning Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

September 2013

Table of Contents

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Section One | Introduction to the Work Program

Section One | Introduction to the Work Program

Understanding of the Project

The Project site is a 21.96-acre parcel, located at the southwest corner of Bundy Canyon Road and Monte Vista Avenue in the City of Wildomar. Interstate 15 and Canyon Drive form the sites westerly and southerly boundaries, respectively. A commercial parcel located at the southeasterly intersection of Bundy Canyon Road and Interstate 15 is not a part of the Project.

The Project proposes the development of approximately 200,000 square feet of commercial uses and related improvements such as supporting infrastructure, parking, signage, and landscaping. Preliminary plans depict an approximately 185,992 square foot Walmart, to be located in the southerly portion of the site. Approximately 7,800 square feet of retail uses are proposed in the northeasterly corner of the site, adjacent to Bundy Canyon Road and Monte Vista Avenue. Additionally, the site will contain detention and infiltration basins.

Necessary discretionary actions include a zone change from Rural Residential (RR) to Scenic Highway Commercial (CPS); a lot merger to create the desired number of parcels; approval of a sign program; and approval of a plot plan. A Conditional Use Permit for off-site liquor sales may also be requested.

Applied Planning fully understands the controversy surrounding Walmart development projects. We also recognize that these projects attract litigation and, as such, we have developed systems and protocols that assure that our analyses are comprehensive and fully documented.

From a community perspective, the issue of urban decay and the potential impact on small local businesses is quite sensitive. We go to great lengths to present the economic/market conditions in a manner that is easily digestible to both the decision makers and the public. Similarly, traffic and circulation is also a community concern. We expend a great deal of effort simplifying the data, so it is accessible to members of the public that want to understand the implication of approving the Project.

Our Role

Since our inception in 1997, Applied Planning, Inc. has developed an expertise in a broad range of environmental services, with numerous environmental studies completed pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Our staff provides a comprehensive array of services required for the latest environmental, land use planning and development processes. We have a proven record of project management utilizing the finest interdisciplinary teams which are assembled to accommodate the needs of our clients and the specific demands of the project. Project managers, technical staff, and associate consultants are chosen based on the type of assignment, knowledge of the subject environs, and availability to support the required schedule. We provide services to a broad list of clients, ranging from municipalities to private developers.

Our project managers strategically design each environmental process to meet the specific needs of each client, resulting in a streamlined document and efficient environmental process.

We have developed a work program for the proposed Project that will assist the City of Wildomar in the preparation of the Environmental Impact Report (EIR). The Initial Study will be comprehensively prepared, summarizing all background information and previous environmental documentation. Please refer to Section Two for complete details regarding our approach. The EIR will be technically sound, pursuant to State law, the *CEQA Guidelines*, and City environmental procedures. Information will also be graphically

presented, where applicable, to aid the readers understanding of the Project and support the discussion of impacts and mitigation measures.

Staff Accessibility

The Applied Planning project management team will work as an extension of City staff. This collaborative working relationship is essential to the creation of documents that are an effective planning tool for public dissemination and assist the City decision making process. We will work closely with City staff through the successful completion of the Project, thus ensuring that the City's objectives are reflected in the planning and environmental review process.

We consider our staff availability of paramount importance to the environmental process. Our project management team and technical personnel will be available to devise Project-related strategies, supply CEQA expertise, and provide solutions and objective recommendations.

Technical Analysis

It is our understanding that all technical analyses will be provided by the Project Applicant. Applied Planning will review these documents and all relevant information will be incorporated into the environmental documents, as appropriate. It is assumed that these studies are thorough and complete. If any additional analysis is necessary, Applied Planning will work with the respective authors to assure the reports are adequate for CEQA purposes.

Quality Control

An objective and technically accurate document provides a strong foundation on which to make reasoned decisions. The Project Manager will oversee and coordinate all activities related to quality control and assurance. This includes compliance with CEQA Guidelines,

technical accuracy and objectivity of technical analyses, and consistency checks throughout the document.

Applied Planning's Staff Editor will be responsible for conducting a comprehensive review of the document. This will ensure that they are free of typographical errors, that Project-specific terms are used consistently, and that the document is formatted in a uniform, reader-friendly manner.

Section Two | Scope of Work

Section Two | Scope of Work

The following paragraphs describe Applied Planning's proposed work tasks to complete the preparation of the EIR for the proposed Project.

Task 1: Initial Meetings, Initial Study and Notice of Preparation

Applied Planning's management team will attend meetings early in the process with the City to clarify expectations, refine the work plan, exchange information, and present specifics on our recommended approach to the Project.

The Project schedule will be discussed and refined, as necessary, to reflect agreements and understandings reached in these meetings. Based on the outcome of these meetings, Applied Planning will prepare a refined EIR schedule, identifying critical data needs and associated delivery dates necessary to attain the agreed upon schedule.

Upon affirmation of the Project Description, Applied Planning will prepare a thorough CEQA evaluation of the Project using the City of Wildomar's Initial Study CEQA checklist form. Answers to all responses will be qualified with the appropriate level of discussion, summarizing the background information and previous environmental documentation where appropriate. The Initial Study will be a comprehensive document, setting the stage for the preparation of the Draft EIR, and aiding the reader in understanding the Project's environmental process thus far.

Applied Planning will prepare a Notice of Preparation (NOP) for the Project. These items will be provided to City staff for review and comment. It is our understanding that the City will then distribute the documents.

Products

- Attendance at Project Kick-off Meetings
- Definition of Project and Alternatives
- Refined Scope of Work (if needed)
- Refined Schedule (if needed)
- CEQA Initial Study
- Notice of Preparation

Task 2: Environmental Data Compilation and Analysis

Important steps in this task will include the collection and detailed review of all pertinent environmental documentation prepared for the Project. It is our understanding that all requisite technical studies will be provided by the Project Applicant. Applied Planning will review these documents and all relevant information will be incorporated into the Initial Study/EIR, as appropriate. It is assumed that these studies are thorough and complete. If corrections or any additional analysis is necessary, Applied Planning will work with the respective authors to assure the reports are adequate for CEQA purposes.

Products

- Detailed review of all environmental documentation

Task 3: Preparation of Administrative Draft EIR

The Applied Planning team will prepare the Administrative Draft EIR in accordance with CEQA and City regulations and guidelines. The report will be prepared in accordance with *CEQA Guidelines*. The document will include a project description, setting, impacts, thresholds of significance, mitigation measures, and a complete list of authors responsible for the environmental analysis. Relevant plans and regulations that would serve to reduce the potential impacts of the Project will also be identified.

Mitigation measures will be as specific as possible, emphasizing responsibility and timing for both implementation and monitoring of mitigation. For each significant impact, the level of significance following mitigation will be stated. A summary table of impacts and

mitigation measures will be prepared in a fashion that is easily adaptable for use by the City in adopting findings.

The City will be provided the opportunity to review and comment on the Administrative Draft EIR. This internal review process is not assumed to exceed two (2) consolidated review cycles, and up to 5 hard copies.

Products

- Up to two (2) consolidated internal review cycles
- Up to 5 hard copies

Task 4: Preparation of the Draft EIR

Following internal review, Applied Planning will revise the Administrative Draft EIR and produce the Draft EIR. The Draft EIR and Notice of Completion will be submitted to the State Clearinghouse and the Riverside County Clerk/Recorder, initiating the 45-day public comment period. All appendices will be contained on a CD, attached to the EIR.

Applied Planning will also prepare a Notice of Completion. Upon completion of City review, the documents will be distributed by Applied Planning based on a City-provided mailing distribution list. Applied Planning will ensure that the appropriate number of copies of the Draft EIR are provided to the City for distribution to the State Clearinghouse and responsible and interested agencies. City staff will be responsible for the necessary notices announcing the public hearing and the availability of documents to be published in a major local newspaper serving the study area.

Products

- Up to 40 copies of the Draft EIR (20 hard copies and 20 CDs)
- Two (2) hard copies of al technical appendices
- Notice of Completion

Task 5: Preparation of Administrative Final EIR

During and following the close of the public comment period, Applied Planning will prepare written responses to the comments on the Draft EIR received during the public review period. Copies the Administrative Final EIR will be provided to the City for review.

Products

- Up to 5 hard copies of the Administrative Final EIR

Task 6: Preparation of the Final EIR

Following review of the Administrative Final EIR, Applied Planning will make any necessary changes to the response to comments portion of the documents and will send the responses to commenting agencies and parties at least ten days prior to certification of the document. The Final EIR will then be finalized, and a Mitigation Monitoring Plan will be prepared. The documents will be distributed by the City.

Products

- Up to 40 hard copies of the Final EIR

Task 7: Project Management and Administration

Recognizing the importance of this Project, Applied Planning's Principal, Ross Geller, will be the designated Project Manager. Mr. Geller will be the contact person for the City and will attend all Project team meetings.

The preparation of an EIR for this type of project requires a major commitment of time to project management and meetings. As part of this task, Applied Planning will be responsible for the coordination of information between the Project team members.

At the beginning of the Project, Applied Planning, through coordination with City staff, will compile a list of all potentially involved departments and agencies. During the course of the environmental analysis, Applied Planning will assume responsibility for coordinating with these respective agencies. Thus, the environmental analysis will

incorporate all the appropriate department and agency input in order to expedite the process of environmental certification and approval.

Applied Planning's Project Manager will maintain routine contact with City staff. Applied Planning's management team will be responsible for coordination of all consultant team members and staff. Where appropriate, Applied Planning will utilize the expertise of City staff to confirm assumptions and methodologies, to provide input in formulating key mitigation measures, and to verify major conclusions.

Task 8: Meetings and Public Hearings on the EIRs

The Applied Planning team will be available to attend necessary meetings and public hearings on the EIR. The proposal includes costs for Applied Planning to attend up to four (4) project meetings and four (4) public hearings. Upon certification of the document, Applied Planning will prepare and process the Notice of Determination. Any fees associated with the processing will be the responsibility of the City.

Products

- Attendance at up to four (4) project meetings
- Attendance at four (4) public hearings
- Prepare and process Notice of Determination

Analysis of Key Issues

The environmental process will cover the topical issues discussed in the CEQA checklist form. It is anticipated that the issues of aesthetics, agricultural resources, hazards and hazardous materials, mineral resources, population and housing, and recreation will be adequately addressed as part of the Initial Study process.

The issues of air quality (including global climate change and health risk), biological resources, cultural resources, geology and soils, hydrology and water quality, land use (including urban decay), noise, public services and utilities, and traffic and circulation will need to be brought forward and analyzed in greater detail in the EIR.

To this end, technical analyses supplied by the Project Applicant will be reviewed and all relevant information will be incorporated into the environmental documents, as appropriate. Any recommendations will be carried forward into the Mitigation Monitoring Plan for the Project. It is assumed that these studies are thorough and complete. If corrections or any additional analysis is necessary, Applied Planning will work with the respective authors to assure the reports are adequate for CEQA purposes.

Section Three | Project Budget

Section Three | Project Budget

Applied Planning, Inc. will prepare the Environmental Impact Report for the proposed Walmart Development Project for a fixed fee cost not to exceed $224,903.00.

This fee includes copies of the document (see following spreadsheet for assumptions). All appendices will be provided on CD-ROM and attached within any hard copies of the main document. Any additional document copies will be billed at cost plus 15 percent basis.

Consistent with the City's Request for Proposal, the only exception to this fixed fee shall occur in the event that excessive comments are received on the Draft EIR. For the purposes of this proposal, more than ten (10) commenting agencies and/or more than 75 comments that require in-depth response shall be considered excessive. Applied Planning will obtain written approval from the City before such costs are incurred. All approved extra work will be undertaken consistent with Applied Planning's Schedule of Billing Rates, which is presented within this Section, following the spreadsheet.

Invoices for the Project will be prepared monthly and will be based on the percentage of the overall Project that was completed during the billing period. Milestones for payments shall be up to 85 percent of the contract amount for completion and distribution of the Draft EIR, up to 95 percent for the distribution of the Final EIR and up to 100 percent within 60 days following the distribution of the Final EIR, if the Project is delayed for any reason outside of the control of the consultant.

This budget proposal was based on the following spreadsheet. The spreadsheet presents each task outlined in the preceding Scope of Work, hours required to complete each task, and individual billing rates.

Wildomar Walmart Development Project
EIR Budget

		Principal	Senior Project Manager	Senior Planner	Planner	Graphic Technician	Clerical	Sub-Consultants		COST
BILLING RATE		**$215**	**$185**	**$155**	**$135**	**$100**	**$85**			
Task 1	Initiation Meetings	6	0	0	0	2	4		$	**1,830.00**
	Prepare Initial Study/NOP	12	16	12	10	12	8		$	**10,630.00**
Task 2	Environmental Data Collection	8	10	10	6	0	4		$	**6,270.00**
Task 3	Preparation of Screencheck EIR								$	**-**
	Introduction	2	2	6	2	0	4		$	**2,340.00**
	Project Description	16	18	4	4	6	8		$	**9,210.00**
	Summary	2	4	2	4	2	3		$	**2,475.00**
	Air Quality (including GCC and HRA)	13	32	12	6	4	8		$	**12,465.00**
	Biological Resources	6	8	5	4	2	4		$	**4,625.00**
	Cultural Resources	6	7	5	2	2	4		$	**4,170.00**
	Geology and Soils	8	12	6	4	4	6		$	**6,320.00**
	Hydrology and Water Quality	9	10	4	4	2	6		$	**5,655.00**
	Land Use (including Urban Decay)	10	11	10	6	4	7		$	**7,540.00**
	Noise	11	12	12	8	2	8		$	**8,405.00**
	Public Services and Utilities	12	12	10	4	8	6		$	**8,200.00**
	Traffic and Circulation	21	30	18	10	6	10		$	**15,655.00**
	Alternatives (4 including "No Project")	18	32	14	6	5	8		$	**13,950.00**
	Statutory CEQA Topics	12	16	10	6	4	8		$	**8,980.00**
	Mitigation Monitoring Plan	14	10	0	2	57	5		$	**11,255.00**
Task 4	Preparation of Draft EIR	12	8	4	4	2	26		$	**7,630.00**
Task 5	Project Management/Administration	58	38	6	0	24	36		$	**25,890.00**
Task 6	Preparation of Screencheck Final EIR[1]	12	32	24	8	12	10		$	**15,350.00**
Task 7	Preparation of Final EIR	12	18	8	0	6	26		$	**9,960.00**
Task 8	Draft Facts, Findings & Overriding Considerations	6	10	16	0	0	8		$	**6,300.00**
Task 9	Meetings (all types) and Public Hearings	44	12	2	0	6	16		$	**13,950.00**
SUBTOTAL		330	360	200	100	172	233		$	**219,055.00**
Estimated Direct Expenses										
Printing						Copies	Cost			
	Administrative Draft EIR					5	$48.00		$	**240.00**
	Draft EIR (hard copies) w/ Appendices on CD-ROM					20	$48.00		$	**960.00**
	Draft EIR (on CD-ROM)					20	$15.00		$	**300.00**
	Technical Appendices (hard copies)					2	$169.00		$	**338.00**
	Administrative Draft Final EIR					5	$38.00		$	**190.00**
	Final EIR (hard copies)					40	$38.00		$	**1,520.00**
	Final EIR (on CD-ROM)					5	$15.00		$	**1,100.00**
Other Direct Charges (postage, delivery, travel, telephone, etc.)									$	**1,200.00**
SUBTOTAL									$	**5,848.00**
ESTIMATED TOTAL COST									$	**224,903.00**

[1] Assumes the preparation of responses to a total of 10 DEIR comment letters.

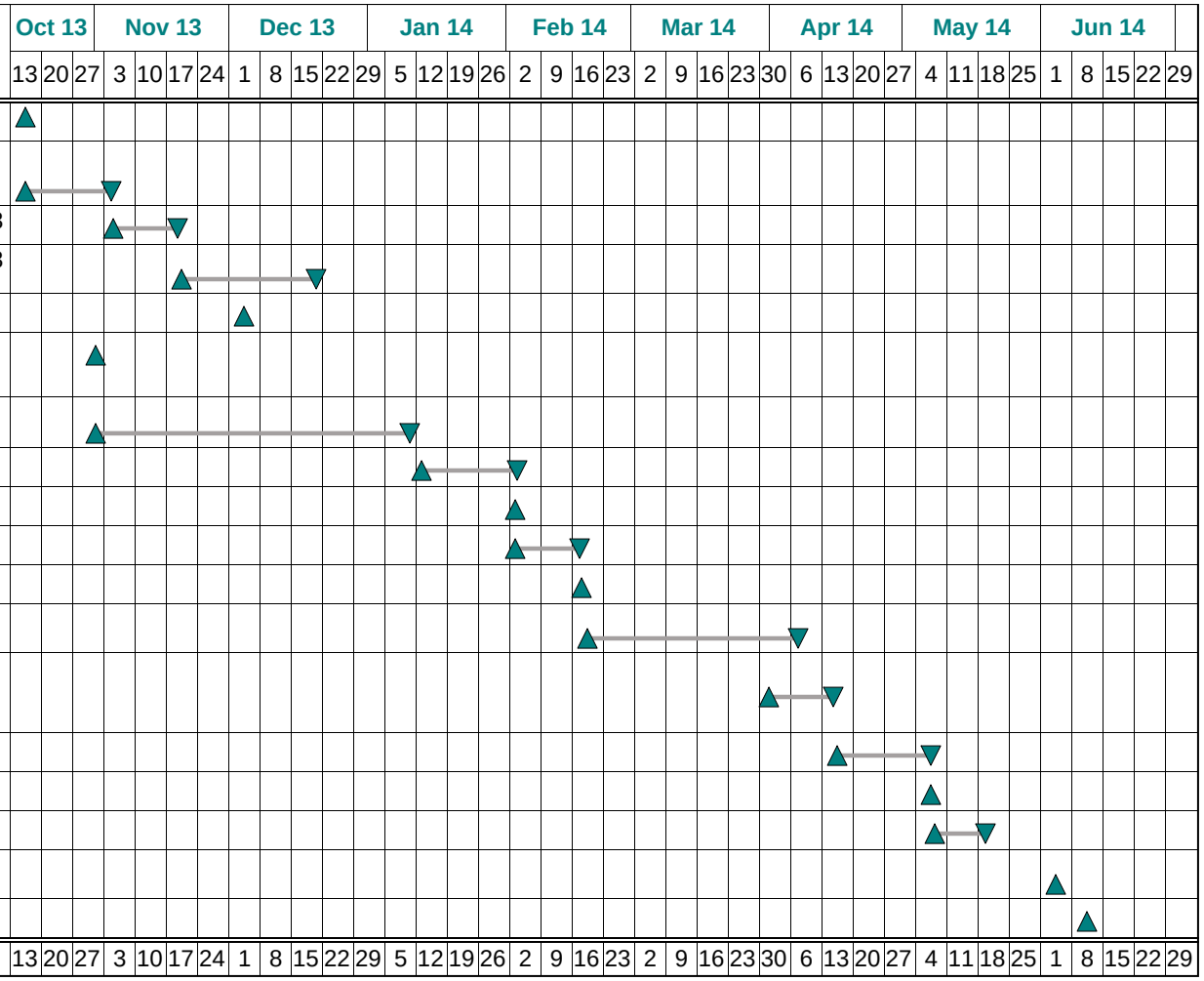
Section Four | Project Schedule

Section Four | Project Schedule

The following preliminary schedule has been created for the Project, including the assumed kick-off date and internal review periods. Updated schedules will be provided regularly throughout the process.

Wildomar Walmart Develoment Project
Project Schedule

	Activity Name	Start Date	Finish Date
1	Project Initiation Meeting	10/16/13	
2	Prepare and Distribute Initial Study and NOP	10/16/13	11/4/13
3	Internal Review	11/5/13	11/19/13
4	Public Review Period	11/20/13	12/20/13
5	Scoping Meeting	12/4/13	
6	Provide Completed Technical Analyses	11/1/13	
7	Prepare Administrative Draft EIR	11/1/13	1/10/14
8	Internal Review	1/13/14	2/3/14
9	Project Meeting	2/3/14	
10	Finalize Draft EIR	2/3/14	2/17/14
11	Release Draft EIR	2/18/14	
12	Public Review Period	2/19/14	4/7/14
13	Prepare Responses to Comments and Mitigation Moniotring Plan	4/1/14	4/15/14
14	Internal Review	4/16/14	5/7/14
15	Project Meeting	5/7/14	
16	Finalize Final EIR	5/8/14	5/19/14
17	Planning Comission Hearing	6/4/14	
18	City Council Hearing	6/11/14	



Section Five | Qualifications and Experience

Section Five | Qualifications and Experience

Overview

Our staff provides a comprehensive array of services required for the latest environmental, land use planning and development processes. We have provided planning and environmental services for municipal and county agencies and school districts, as well as private developers for a wide variety of projects, including specific plans, commercial projects, residential tracts, redevelopment plans, new schools and campuses, publicly financed infrastructure plans and programs, and major public infrastructure construction projects such as wastewater reclamation facilities and desalination plants.

Applied Planning, Inc. provides the following environmental compliance services:

- Initial Studies/Negative Declarations
- Environmental Assessments
- Environmental Impact Reports
- Environmental Impact Statements
- Tiered Environmental Documents
- Mitigation Monitoring Programs
- Public Hearings and Presentations
- Findings of Overriding Considerations
- Records of Decision

Key Personnel

The following is an overview of key personnel assembled for this Project. Each team member has experience with projects similar to the proposed Project and a proven ability to complete similar assignments on time and within budget. These staff members will be assigned for the duration of the Project. Mr. Geller will manage the effort from initiation to the final public hearing.

EIR Team

- Ross S. Geller, Applied Planning, Inc., Principal

Mr. Geller has over 30 years of professional experience and an in-depth background in a wide range of planning and environmental issues. His project management experience has provided him with the insight to develop innovative and practical solutions to a full range of planning and environmental concerns.

Prior to establishing Applied Planning, Inc., Mr. Geller was a Principal and Partner of a major California environmental planning firm. In addition to his administrative duties, he has managed the preparation of environmental documents and specific plans for some of the highest profile projects in the State.

- Charles D. Ray, Applied Planning, Inc., Senior Project Manager

Mr. Ray joined Applied Planning, Inc. in 1999. Mr. Ray's education, complemented by 25 years of practical experience in application of environmental policies and land use/planning laws, provide the skills necessary to develop innovative and practical solutions to a wide range of planning and environmental issues.

Primary responsibilities with Applied Planning, Inc. include preparation of necessary California Environmental Quality Act (CEQA) documentation and project management for a diverse range of commercial, residential, and municipal projects requiring assessment and presentation of complex environmental issues.

- Jani Monk, Applied Planning, Inc., Project Manager

Ms. Monk has more than fifteen years of experience in varied aspects of land use planning, environmental analysis and project development. As a Project Manager, she is actively involved in the planning, research and environmental analysis of several Applied Planning projects, including the preparation of CEQA documentation for a number of new retail and industrial projects located throughout the Inland Empire, the High Desert and the Antelope Valley.

- Amy M. Flores, Applied Planning, Inc., Assistant Project Manager

Ms. Flores is an Assistant Project Manager with Applied Planning, Inc. Ms. Flores has more than seven years of experience in varied aspects of land use planning, environmental analysis, and project development. She has managed and prepared a variety of planning and environmental studies for projects located throughout Southern California. Ms. Flores has extensive experience and background in research and analysis. She has prepared studies that investigated the environmental feasability of a wide range of rights-of-way projects, including the routing of product pipelines into major airports. She also participated in the preparation of an environmental document for a 70-mile fiber optic project that was prepared for the California Public Utilities Commission.

- Jennifer A. Gilbert, Applied Planning, Inc., Staff Editor

Ms. Gilbert is the Staff Editor for Applied Planning, Inc. Ms. Gilbert has more than eight years of experience in a variety of business communication positions. Her past experience includes proofreading and editing a wide range of printed copy. She has also managed and reviewed the preparation of technical manuals and materials. Ms. Gilbert managed numerous projects that relied on clear presentation, precise language, and that were free of typographical errors.

Ms. Gilbert has extensive experience in the advertising and public relations field. She has spent over eight years with two southern California advertising agencies. In addition to her editorial skills, her previous work has provided her with extensive experience in research and analyses techniques.

Project Experience

Many of our projects include complex issues, such as rural conversion, urban infill, and historic preservation. Our experience in handling high profile and controversial projects has afforded us the opportunity to develop management techniques that enable us to complete the project in a manner that is responsive to community issues. We continue to manage diversified teams of consultants, providing exceptional client service.

Following are selected examples of our work.

Wal-Mart Commercial Centers
Environmental Documentation
Southern California

Palmdale, California - Environmental Impact Report
Primary uses within this Project site included an approximately 228,000 square foot Major 1 "big box" retail tenant; up to two (2) sub-major retail tenants of approximately 51,000 square feet each, and up to six (6) smaller commercial outpad uses totaling approximately 26,000 square feet. These outpads will include restaurants, drive-through restaurants, pharmacies, and retail uses. The Project also provided supporting parking areas, internal and perimeter landscape/hardscape elements, site lighting, vehicular access/on-site circulation, pedestrian walkways, and all necessary utilities improvements.

Moreno Valley, California - Environmental Impact Report
Applied Planning, Inc. prepared an Environmental Impact Report for a major commercial Project in the City of Moreno Valley. The Project was an amendment to the City's Auto Center Specific Plan to allow the development of the center. The Project included the development of a 227,000 square foot Wal-Mart, including a gas station, 300 residential units, five fast food pads, 63,000 square feet of community-based retail, and two sit down restaurant pads.

Beaumont, California - Environmental Impact Report

This 221,000-square foot Project, and associated gas station was proposed on a 23-acre site just south of Interstate 10 and Highland Springs Road. The Environmental Impact Report looked at the issues of Land Use, Traffic, Air Quality and Noise. The grand opening of the center was in March 2006.

Rosemead, California - Environmental Impact Report

This Project included a 230,000-square foot major and two retail/restaurant pads on a 23-acre site, north of SR-60, on Walnut Grove Avenue. The Environmental Impact Report looked at the issues of Land Use, Traffic, Air Quality and Noise. The grand opening of the center is planned for late 2007.

Ontario, California - EIR Addendum

This Project proposed the construction of a 178,000 square foot Wal-Mart on Mountain Avenue, south of Interstate 10. As part of the Mountain View Specific Plan, the Project site was the former site of a Target, Toy R Us, and a Food for Less.

Los Angeles, California - EIR Addendum

This Project proposed the construction of a 154,000-square foot Wal-Mart on the site of a former car dealership. The Project was part of the previously approved Harbor Gateway Specific Plan area.

Northridge, California -
Mitigated Negative Declaration

This Project involved the demolition of an existing Levitz furniture store and the construction of a 157,000-square foot multi-story Wal-Mart.

Norwalk, California - Mitigated Negative Declaration

This Project proposed the construction of a 154,000 square foot Wal-Mart on the site of a former House to Home store.

Los Angeles, California - Mitigated Negative Declaration

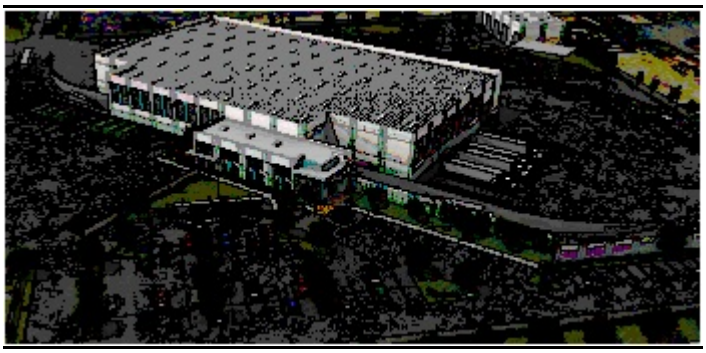
The Project involved transition of an industrial use to a new retail commercial center. Specifically, the Project consisted of the demolition of approximately 300,000 square feet of industrial uses and construction of a 145,000-square foot retail building, including an associated gas station, and 9,600 square feet of freestanding restaurant/retail uses.

March Lifecare Campus Specific Plan
Program Environmental Impact Report
Riverside County, California

The March Lifecare Campus Specific Plan provides the framework for the development of a 3,555,000-square-foot state-of-the-art, integrated healthcare campus and supporting facilities. The Project is envisioned to be incrementally constructed over the next 20 years. The Project area is located generally on the southwest corner of Cactus Avenue and Heacock Street on approximately 236 acres of the former March Air Reserve Base in Riverside County.

Applied Planning, Inc. prepared a comprehensive Program EIR that assessed both the near-term and long-term impacts associated with the buildout of the site. Of particular significance was the evaluation of historic structures that were constructed on the former March Air Force Base and hazards associated with the previous on-site military uses.

Pomona Valley Transfer Station
Environmental Impact Report
Pomona, California



This Project involves the construction and operation of a solid waste transfer station and associated supporting facilities, together with necessary site, access, and utilities/services improvements. The primary function of the transfer station is to accept and consolidate MSW received from individual haulers for subsequent transport by larger semi-trailer transfer trucks to area landfills for disposal.

Main components of the Project include a transfer station building, separate commercial and self haul load out areas, a sub-grade load out area, office and maintenance building, a scale house, and fueling stations.

Transfer stations allow franchise trash collection vehicles and self-haulers to avoid long trips to remote landfills. This approach can provide an efficient means to transport waste to area-wide landfills and also can create positive benefits to area-wide traffic and air quality. In these regards, the underlying goals of the Project are to enhance waste management services within the City and region, stabilize rising solid waste collection costs, and reduce environmental impacts otherwise associated with waste handling and disposal.

Main issues analyzed in the EIR included Land Use, Air Quality, Noise, Hazards, Hydrology and Water Quality, Public Services and Cultural Resources.

Westridge Commerce Center
Environmental Impact Report
Moreno Valley, California

This approximately 55-acre site will accommodate approximately 937,260 square feet of light industrial uses. Specifically, one building will be constructed on-site, containing approximately 96 loading dock doors to the north and 77 loading dock doors to the south. Approximately 14,000 square feet of office space is divided between the southeast and southwest corners of the building. The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System.

California Speedway Development Plan
Environmental Impact Report
San Bernardino County, California

Applied Planning, Inc. prepared the EIR for this major motor sports raceway facility and a business park on a 550-acre site located in the southwest portion of San Bernardino County. The Project was recognized by the Inland Empire Chapter of the American Planning Association for "Outstanding Specific Project" of the year.

The site was previously occupied by a steel mill owned and operated by the Kaiser Steel Corporation. The mill, which began operation in 1942, was a major source of steel plate for ship building operations during World War II, and by the late 1970s was the largest fully integrated steel mill west of the Mississippi River, providing over 11,000 jobs to the community.

Development of the site required extensive demolition of old structures and facilities and reclamation of hazardous waste by-products from steel mill operations.

The Project was intended to fill demand for a major motor sports racing facility that has grown since the closure of several raceways, including the Riverside Raceway, the Ontario Motor Speedway, and other smaller racing facilities in Southern California.

The California Speedway Development Plan Project included the following components:

- A motor racing facility with a two-mile tri-oval track, and associated buildings and facilities for hosting three to six Indy and stock car sanctioned races per year between April and September, beginning in September of 1996. Ultimate spectator attendance is planned at 105,000 people per event.

- Parking for the grandstand area, infield parking, employee parking, and the business park area totals 34,646 parking spaces.

- A Metrolink station proposed for the northeastern portion of the main parking area, along an existing Santa Fe Rail line.

Beaumont General Plan Update
Environmental Impact Report
Beaumont, California

Applied Planning, Inc. prepared the EIR for the City of Beaumont 2006 General Plan Update. The geographic area considered in the General Plan Update and associated EIR included the City of Beaumont and its designated Sphere of Influence (SOI). The EIR acknowledged and comprehensively addressed combined environmental effects of existing development within the General Plan Area, entitled but as yet unrealized development, and changes anticipated pursuant to the proposed 2006 General Plan Update.

Piemonte at Ontario Center
Amendment to the Ontario Center Specific Plan;
Addendum to the Certified Ontario Center Environmental Impact Report
Ontario, California

The 88-acre Project included the development of over 1.3 million square feet of commercial and mid-rise office uses and approximately 800 residential units within four-5 story towers. The Piemonte Project provides residents the opportunity to live, work, shop and take advantage of various entertainment venues without the need to drive a car.

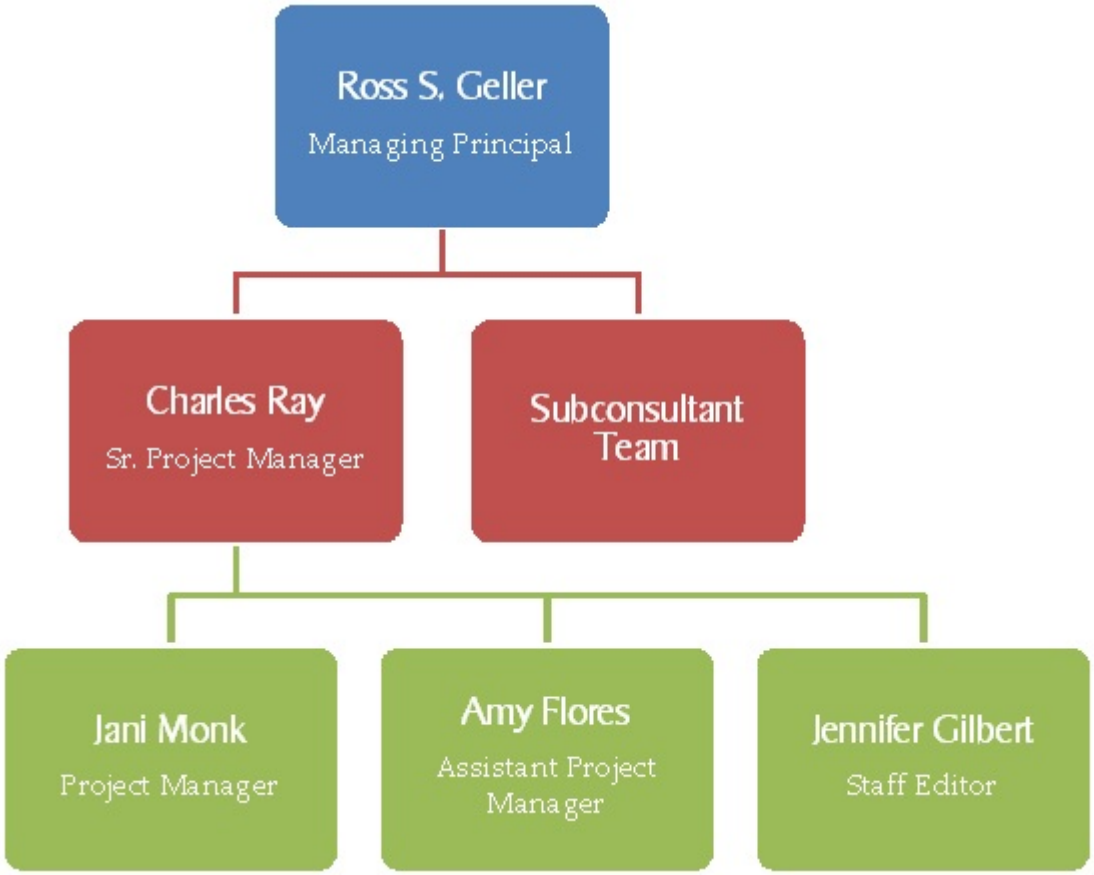
Main Street, the cornerstone of the entertainment portion of the project, provides a tree-lined paseo with various points of visual interest such as fountains and/or urban gardens. Courtyards, esplanades and opportunities for outdoor seating were created by the placement of buildings along the spine.

The Project is designed to connect pedestrian-oriented development, with an emphasis on wide, landscaped sidewalks, outdoor seating and dining areas, and a strong Tuscan design influence throughout. The various land use components within the Project will be connected by a series of defined pedestrian paths proposed throughout the Project site. Pedestrian links have also been designed to allow workers, residents and visitors to move through the site and to the Citizens Business Bank Arena located just south of Piemonte.

Section Six | Organization and Staffing

Section Six | Organization and Staffing

This section provides resumes for Applied Planning key personnel. Organization of our firm is as follows.



Mr. Ross S. Geller, Principal

Education: California State Polytechnic University, Pomona
Bachelor of Science, Urban and Regional Planning

California State University, Fullerton
Graduate Studies in Public Administration

Experience: Ross Geller has over 30 years of professional experience and an in-depth background in a wide range of planning and environmental issues. His project management experience has provided him with the insight to develop innovative and practical solutions to a full range of planning and environmental concerns.

Prior to establishing Applied Planning, Inc., Mr. Geller was a Principal and Partner of a major California environmental planning firm. In addition to his administrative duties, he has managed the preparation of environmental documents and specific plans for some of the highest profile projects in the State. Over his career, Mr. Geller has managed projects ranging from major transportation facility projects, large scale industrial developments, to fiber optics projects. Other projects included the preparation of an EIR for the City of Santa Barbara Desalination Plant and Long Term Water Supply Program.

Mr. Geller also managed the preparation of an EIR for the California Speedway Project. That project investigated the impacts of redeveloping the previous Kaiser Steel Mill site into a major Southern California racing facility. The EIR document was prepared on an expedited schedule. This project was recognized by the American Planning Association for "Outstanding Specific Project" of the year.

Mr. Geller recently completed the management and preparation of a Specific Plan Amendment and accompanying environmental document for the Piemonte project in the City of Ontario. Piemonte is an urban village that included over 1.3 million square feet of entertainment, restaurant, retail and

office uses on an 88 acre site. Piemonte also included over 800 residential units. His responsibilities included coordinating the various design and engineering disciplines and preparing and processing the documents through the entitlement process.

Mr. Charles D. Ray, Senior Project Manager

Education: Bachelor of Environmental Design, University of Colorado, 1976.

Experience: Charles (Charly) Ray joined Applied Planning, Inc. in 1999. Mr. Ray's education, complemented by 25 years of practical experience in application of environmental policies and land use/planning laws, provide the skills necessary to develop innovative and practical solutions to a wide range of planning and environmental issues.

Primary responsibilities with Applied Planning, Inc. include preparation of necessary California Environmental Quality Act (CEQA) documentation and project management for a diverse range of commercial, residential, and municipal projects requiring assessment and presentation of complex environmental issues. Representative work includes:

Glendora Commercial Center Specific Plan EIR: Commercial Specific Plan Project EIR for a 474,000 square foot commercial/retail center on approximately 50 acres of land. City of Glendora, Los Angeles County, CA.

Diamond Ridge Commercial Center Specific Plan EIR: Commercial Specific Plan Project EIR for a 400,000 square foot commercial/retail center on approximately 29 acres of land. City of Glendora, Los Angeles County, CA.

Rosemead Retail Center EIR: Commercial /Retail Project EIR for a 250,000 square foot retail/commercial center on approximately 24 acres; City of Rosemead, Los Angeles County, CA.

Piemonte at Ontario Center Project: Specific Plan Amendment and EIR Addendum for mixed use urban project (approximately 1.3 million square feet of commercial/retail, restaurant, office, entertainment, and hotel uses; 806 dwelling units) on approximately 80 acres; City of Ontario, San Bernardino County, CA.

The Preserve Specific Plan EIR: Mixed Use Specific Plan Project EIR for development of approximately 1,600 acres with 3,000 dwelling units, and up to 1.25 million square feet of commercial uses; Riverside County, CA.

"Big-T" EIR: Residential Tract EIR-Residential /Commercial Project EIR for demolition of existing "Big-T" Golf Course and redevelopment with 154 dwelling units and 28,000 square feet of commercial/retail uses on 26.5 acres. City of Buena Park, Orange County, CA.

Ms. Jani L. Monk, Project Manager

Education: University of California, Riverside, Communications Studies

Experience: Ms. Monk has more than fifteen years of experience in varied aspects of land use planning, environmental analysis and project development.

Ms. Monk joined Applied Planning, Inc. in 2000. As a Project Manager, she is actively involved in the planning, research and environmental analysis of several Applied Planning projects, including the preparation of CEQA documentation for a number of new retail and industrial projects located throughout the Inland Empire, the High Desert and the Antelope Valley.

Ms. Monk is also responsible for the management of Applied Planning's graphic production, and has successfully incorporated state-of-the-art digital imaging into a number of projects. Working with a variety of media, as well as multiple architects and designers, she created a concise yet comprehensive graphic representation of this diverse project to facilitate its fast-track review by the City of Ontario's Planning and Redevelopment departments. Also notable was the detailed mapping completed for the Vesta Telecommunications project, which involved the routing of fiber optic cable over approximately 70 miles, from Riverside to the community of Rainbow Canyon in San Diego County.

Prior to joining Applied Planning, Inc., she was employed as an Environmental Analyst by a major California environmental firm. Ms. Monk contributed research and analysis to a wide variety of environmental projects pursuant to CEQA and NEPA regulations, and managed the pre-development processing of a number of private sector commercial developments.

Ms. Monk has also worked for a major Inland Empire civil engineering firm, where she assisted clients with successfully obtaining site development approvals.

Ms. Amy M. Flores, Assistant Project Manager

Education: Chaffey College, Urban Design
Mount San Antonio College, Various Courses

Experience: Ms. Flores is an Assistant Project Manager with Applied Planning, Inc. Ms. Flores has more than ten years of experience in varied aspects of land use planning, environmental analysis, and project development. She has managed and prepared a variety of planning and environmental studies for projects located throughout Southern California.

Ms. Flores has extensive experience and background in research and analysis. She has prepared studies that investigated the environmental feasability of a wide range of rights-of-way projects, including the routing of product pipelines into major airports. She also participated in the preparation of an environmental document for a 70-mile fiber optic project that was prepared for the California Public Utilities Commission.

In her capacity as an Assistant Project Manager, Amy prepares technical sections of environmental impact reports and coordinates the scopes of work for our various technical sub-consultants. Ms. Flores also serves as the environmental coordinator for all of Applied Planning's school construction related environmental documents. She has personally prepared CEQA documents for over a dozen elementary, middle, and high schools within the Inland Empire. Additionally, she recently managed the preparation of several detailed Mitigated Negative Declarations for major retail centers located in the City of Los Angeles.

Ms. Flores has an extensive background in computer-generated graphics and is an expert in publishing and pre-production quality control.

Ms. Jennifer A. Gilbert, Staff Editor

Education: Chaffey College, Business Administration/Communications

Experience: Ms. Gilbert is the Staff Editor for Applied Planning, Inc. Ms. Gilbert has more than ten years of experience in a variety of business communication positions. Her past experience includes proofreading and correcting a wide range of printed copy. She has also managed and reviewed the preparation of technical manuals and materials. Ms. Gilbert managed numerous projects that relied on clear presentation, precise language, and were free of typographical errors.

Ms. Gilbert has extensive experience in the advertising and public relations field. She has spent over eight years with two southern California advertising agencies. In addition to her editorial skills, her previous work has provided her with extensive experience in research and analyses techniques.

In her capacity as a Staff Editor, Jennifer reviews all sections of Applied Planning's work products and reports prepared by our various technical sub-consultants. Ms. Gilbert also serves as the publishing coordinator for all of Applied Planning's projects, conducting pre- and post-flight editorial reviews.

Ms. Gilbert has an extensive background in computer-generated graphics and is an expert in publishing and production quality control.

Wildomar Walmart Development Project
EIR Budget

		Principal	Senior Project Manager	Senior Planner	Planner	Graphic Technician	Clerical	Sub-Consultants		COST
BILLING RATE		**$215**	**$185**	**$155**	**$135**	**$100**	**$85**			
Task 1	Initiation Meetings	6	0	0	0	2	4		$	**1,830.00**
	Prepare Initial Study/NOP	12	16	12	10	12	8		$	**10,630.00**
Task 2	Environmental Data Collection	8	10	10	6	0	4		$	**6,270.00**
Task 3	Preparation of Screencheck EIR								$	**-**
	Introduction	2	2	6	2	0	4		$	**2,340.00**
	Project Description	16	18	4	4	6	8		$	**9,210.00**
	Summary	2	4	2	4	2	3		$	**2,475.00**
	Air Quality (including GCC and HRA)	13	32	12	6	4	8		$	**12,465.00**
	Biological Resources	6	8	5	4	2	4		$	**4,625.00**
	Cultural Resources	6	7	5	2	2	4		$	**4,170.00**
	Geology and Soils	8	12	6	4	4	6		$	**6,320.00**
	Hydrology and Water Quality	9	10	4	4	2	6		$	**5,655.00**
	Land Use (including Urban Decay)	10	11	10	6	4	7		$	**7,540.00**
	Noise	11	12	12	8	2	8		$	**8,405.00**
	Public Services and Utilities	12	12	10	4	8	6		$	**8,200.00**
	Traffic and Circulation	21	30	18	10	6	10		$	**15,655.00**
	Alternatives (4 including "No Project")	18	32	14	6	5	8		$	**13,950.00**
	Statutory CEQA Topics	12	16	10	6	4	8		$	**8,980.00**
	Mitigation Monitoring Plan	14	10	0	2	57	5		$	**11,255.00**
Task 4	Preparation of Draft EIR	12	8	4	4	2	26		$	**7,630.00**
Task 5	Project Management/Administration	58	38	6	0	24	36		$	**25,890.00**
Task 6	Preparation of Screencheck Final EIR[1]	12	32	24	8	12	10		$	**15,350.00**
Task 7	Preparation of Final EIR	12	18	8	0	6	26		$	**9,960.00**
Task 8	Draft Facts, Findings & Overriding Considerations	6	10	16	0	0	8		$	**6,300.00**
Task 9	Meetings (all types) and Public Hearings	44	12	2	0	6	16		$	**13,950.00**
SUBTOTAL		330	360	200	100	172	233		$	**219,055.00**
Estimated Direct Expenses										
Printing						Copies	Cost			
	Administrative Draft EIR					5	$48.00		$	**240.00**
	Draft EIR (hard copies) w/ Appendices on CD-ROM					20	$48.00		$	**960.00**
	Draft EIR (on CD-ROM)					20	$15.00		$	**300.00**
	Technical Appendices (hard copies)					2	$169.00		$	**338.00**
	Administrative Draft Final EIR					5	$38.00		$	**190.00**
	Final EIR (hard copies)					40	$38.00		$	**1,520.00**
	Final EIR (on CD-ROM)					5	$15.00		$	**1,100.00**
Other Direct Charges (postage, delivery, travel, telephone, etc.)									$	**1,200.00**
SUBTOTAL									$	**5,848.00**
ESTIMATED TOTAL COST									$	**224,903.00**

[1] Assumes the preparation of responses to a total of 10 DEIR comment letters.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: October 9, 2013

TO: Mayor and City Council Members

FROM: Dan York, Public Works Director/City Engineer
Matthew C. Bassi, Planning Director

SUBJECT: Change to Procedures for Processing Minor Changes to Tentative Maps

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 81
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.04.060 AND 16.12.220 OF THE WILDOMAR MUNICIPAL CODE (SUBDIVISIONS) PERTAINING TO MINOR CHANGES TO APPROVED TENTATIVE MAPS

BACKGROUND/DISCUSSION

The City Council reviewed this agenda item at its September 11, 2013 meeting. During the public comment period and Council discussion, concerns were expressed that the proposed ordinance did not include quantitative standards for determining what is a minor modification to a tract/parcel map. Consequently, Council tabled the item and directed staff to revise the ordinance to include these quantitative standards.

Staff has revised the ordinance in three (3) ways:

1) The definition of a minor change as proposed in Section 16.04.060.B has been modified to be more concise/specific and to move the list of standards for a minor change into a different section;

2) The definition of revised tentative map was changed to specify any modification to an approved tentative map that is not a minor change is a revised tentative map; and

3) A list of specific standards have been added to proposed Section 16.12.220.C to provide the City Engineer and Planning Director with a definitive list to determine if a change to an approved tentative map constitutes a minor change.

Change #1
The definition of a minor change as originally proposed in the draft ordinance presented to the Council on September 11, 2013 read as follows:

> Section 16.04.060.B
>
> "Minor change" means a minor modification of an approved tentative map that includes, but is not limited to, a change to: lot lines, lot design, street alignment, building pad location, or grading proposals, provided the basic design concept of the approved tentative map is retained. A minor change may decrease, but not increase, the number of approved lots. A minor change may alter or delete any condition of approval provided that the altered or deleted condition does not change the impacts of the project on the surrounding property.

The proposed revision to this definition is now proposed to read as follows:

> Section 16.04.060.B
>
> "Minor change" means a modification of an approved tentative map that meets the standards contained in Section 16.12.220(C)."

This section has been revised to remove the standards for determining a minor change to an approved tentative map and moved them to a new section. Staff believes this change makes the definition more concise and the standards being moved to another section better clarifies what constitutes a minor change.

Change #2
Currently the definition of revised tentative map reads as follows:

> Section 16.12.040.B
>
> "Revised tentative map" means a modification of an approved tentative map wherein the design of the land division is changed from the approved tentative map, but there is no substantial change in concept from the original approved map.

The revision to this section is now proposed to read as follows:

> Section 16.12.040.B
>
> "Revised tentative map" means any modification of an approved tentative map that does not constitute a minor change."

This definition has been revised to be clearer that all modifications to an approved map that are not minor changes are “revised tentative maps.” This change will make it clearer what modifications are subject to the procedures for a “revised tentative map” in 16.12.210, and what modifications are subject to the procedures for a minor change in 16.12.220. In short, if the detailed criteria for a minor change are not satisfied, the modification is a “revised tentative map” and must be processed in the same manner as the original approval.

Change #3

Section 16.12.220.C as originally proposed by staff reads as follows:

Section 16.12.220.C

C. The decision of the Planning Director and City Engineer shall be based on the standards applicable to the approval of the original application for the tentative map. The Planning Director and City Engineer may approve or conditionally approve a minor change if they determine that the minor change is consistent with the spirit and intent of the original approval and does not change the effects of the approval on surrounding property.

The revision to this section is now proposed to read as follows:

Section 16.12.220.C

C. The Planning Director and City Engineer may approve or conditionally approve a minor change to an approved tentative map provided the requested change meets the following standards.

a) The minor change shall not change any conditions of approval or mitigation measures required to mitigate an environmental impact contained in any approved environmental document for the tentative map.

b) The minor change shall not increase the number of developable lots within the tentative map.

c) The minor change shall not reduce the minimum required lot width, lot depth or lot area.

d) The minor change shall not reduce the number of lots within the tentative map by more than 10%.

e) The minor change shall not increase the density allowed within the tentative map.

f) The minor change shall not change the permitted or approved uses within the tentative map.

g) The minor change shall not delete a requirement for the reservation or dedication of land for public purposes within the tentative map boundaries.

h) The minor change shall not change the street alignments approved under the tentative map if they deviate more than a ten feet shift at any point to the horizontal alignment or five feet shift at any point to the vertical alignment and when such modification does not increase the impact to off-site property or modify drainage patterns from the original alignment.

i) The minor change shall not result in changes to the approved grading plan shown on the approved tentative map that changes pad elevations by more than one foot, modifies drainage patterns or changes the global slope stability from the original design concept of the approved tentative map.

In conclusion, it is staff's opinion that the revised ordinance meets the concerns raised by the Council and public from the Sept. 11, 2013 meeting. Further, the revised ordinance will give the Planning Director and City Engineer a list of quantifiable standards that will assist in determining whether a revision to an approved tentative map can be processed as a minor change. It will also eliminate any subjectivity from this decision. A copy of the original staff report from the Sept. 11 meeting is provided as Attachment B (without attachments).

Submitted by:	Submitted by:	Approved by:
Dan York	Matthew C. Bassi	Gary Nordquist
Public Works Director/City Engineer	Planning Director	City Manager

ATTACHMENTS

A. Draft City Council Ordinance No. 81
B. September 11, 2013 Council Report (without attachments)

ATTACHMENT A

ORDINANCE NO. 81

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.04.060 AND 16.12.220 OF THE WILDOMAR MUNICIPAL CODE (SUBDIVISIONS) PERTAINING TO MINOR CHANGES TO APPROVED TENTATIVE MAPS

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Findings.

The City Council finds and determines that the approval of this Ordinance is not a "project" subject to the California Environmental Quality Act ("CEQA") as that term is defined in CEQA Guideline 15378 because it is has no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. This Ordinance changes the administrative procedures that are followed for a minor change to an approved tentative map. It does not approve any minor changes to approved tentative maps.

SECTION 2. Amendment to the Municipal Code

Section 16.04.060(B) is hereby amended to replace the definition of "minor change" with the following:

"Minor change" means a modification of an approved tentative map that meets the standards contained in Section 16.12.220(C)."

SECTION 3. Amendment to the Municipal Code

Section 16.04.060(B) is hereby amended to replace the definition of "revised tentative map" with the following:

"Revised tentative map" means any modification of an approved tentative map that does not constitute a minor change."

SECTION 4. SECTION 4. Amendment to the Municipal Code

Section 16.12.220 of the Wildomar Municipal Code is amended in its entirety to read as follows:

16.12.220 Minor Changes.

A. A request for approval of a minor change to an approved tentative map shall be filed with the Planning Department, accompanied by the fee specified in Chapter 3.44.

B. The Planning Director and City Engineer shall approve, conditionally approve, or disapprove an application for a minor change to an approved tentative map within 30 days after accepting a completed application, and give notice of the decision by mail to the applicant and any other person who has filed a written request for notice. An application for a minor change shall not require a public hearing.

C. The Planning Director and City Engineer may approve or conditionally approve a minor change to an approved tentative map provided the requested change meets the following standards.

a) The minor change shall not change any conditions of approval or mitigation measures required to mitigate an environmental impact contained in any approved environmental document for the tentative map.

b) The minor change shall not increase the number of developable lots within the tentative map.

c) The minor change shall not reduce the minimum required lot width, lot depth or lot area.

d) The minor change shall not reduce the number of lots within the tentative map by more than 10%.

e) The minor change shall not increase the density allowed within the tentative map.

f) The minor change shall not change the permitted or approved uses within the tentative map.

g) The minor change shall not delete a requirement for the reservation or dedication of land for public purposes within the tentative map boundaries.

h) The minor change shall not change the street alignments approved under the tentative map if they deviate more than a ten feet shift at any point to the horizontal alignment or five feet shift at any point to the vertical alignment and when such modification does not increase the impact to off-site property or modify drainage patterns from the original alignment.

i) The minor change shall not result in changes to the approved grading plan shown on the approved tentative map that changes pad elevations by more than one foot, modifies drainage patterns or changes the global slope stability from the original design concept of the approved tentative map.

D. The Planning Director and City Engineer shall notify the City Council of their decision on a minor change request. The decision of the Planning Director and City Engineer shall be final, unless appealed to the Planning Commission. Appeals shall be filed and processed as provided in Section 16.12.160(B).

E. The approval of a minor change by the Planning Director and City Engineer shall not affect the time period within which the land divider must prepare, file and record the final map, in accordance with the adopted conditions of approval.

SECTION 5. <u>Effective Date of the Ordinance</u>

This Ordinance shall take effect and be in full force and operation 30 days after its second reading and adoption.

SECTION 6. <u>Severability</u>

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. <u>City Clerk Action</u>

The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2013.

_____
Timothy Walker
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

ATTACHMENT B

Copy of the September 11, 2013 Council Report (w/out attachments)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: September 11, 2013

TO: Mayor and City Council Members

FROM: Dan York, Public Works Director/City Engineer
Matthew C. Bassi, Planning Director

SUBJECT: Change to Procedures for Processing Minor Changes to Tentative Maps

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council introduce and approve first reading of an Ordinance entitled:

> ORDINANCE NO. _____
> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.04.060 AND 16.12.220 OF THE WILDOMAR MUNICIPAL CODE (SUBDIVISIONS) PERTAINING TO MINOR CHANGES TO APPROVED TENTATIVE MAPS

DISCUSSION

The Wildomar Municipal Code provides procedures for approving changes to approved tentative maps, plot plans, conditional use permits, public use permits, second unit permits, mobile home permits, and variances. The procedures for approving changes to approved tentative maps are found in Sections 16.12.210 and 16.12.220 of the Code, while the procedures for changes to approved plot plans, conditional use permits, public use permits, second unit permits, mobile home permits, and variances are found in Chapter 17.228.

The procedures that apply to changes to the above listed approvals depend upon the scope of the change. Substantial changes to a map or permit (a “revised tentative map” or a “revised permit”) must be processed in the same manner as the original approval (Sections 16.12.210, 17.228.050). This proposed ordinance makes no changes to the procedures for processing revised tentative maps or revised permits.

The procedures that apply to non-substantial changes differ depending on whether the change is to a map or a permit. Section 17.228.050 provides that a request for a non-substantial modification to an approved permit (a “substantial conformance”) may be approved, conditionally approved or disapproved by the Planning Director. Non-

substantial changes to an approved map (a “minor change”), on the other hand, must be approved by the Planning Commission or the City Council.

This proposed ordinance amends Section 16.12.220 of the Wildomar Municipal Code to allow the Planning Director and City Engineer to approve minor changes to approved tentative maps. The proposed revisions to Section 16.12.220 will allow minor changes to approved tentative maps to be processed in essentially the same manner as substantial conformances for other planning approvals under Section 17.228.050. The Planning Director and City Engineer will have 30 days from the receipt of a complete application for a minor change to approve, conditionally approve, or disapprove the requested change. The decision must be based on the standards that applied to the original map approval, and a minor change can only be approved or conditionally approved “if they determine that the minor change is consistent with the spirit and intent of the original approval and does not change the effects of the approval on surrounding property.” The decision of the Planning Director and City Engineer is appealable to the Planning Commission.

This will create consistency between how substantial conformances and minor changes are processed and allow those who are seek a minor change to an approved map to benefit from the expedited processing that is offered to those seeking a substantial conformance to an approved permit. Minor changes include changes to lot lines, lot design, street alignment, building pad location, or grading proposals, provided the basic design concept of the approved tentative map is retained. A minor change can reduce, but not increase, the number of lots. A minor change may also be used to alter or delete conditions of approval. Given the limited scope of a minor change, staff feels it is appropriate to allow expedited processing and approval of minor changes.

The proposed ordinance also amends the definition of “minor change” in Section 16.04.060. The proposed ordinance deletes a sentence from the definition held over from the County Code that pertains to certain assessment districts and CFD’s that that do not exist within the City of Wildomar. Also, the definition is amended to provide some clarity as to when conditions of approval may be altered or deleted through a minor change. The existing definition states they may be altered or deleted if “no longer appropriate or necessary.” The proposed ordinance changes this to clarify that any condition of approval may be altered or deleted through a minor change “provided that the altered or deleted condition does not change the impacts of the project on the surrounding property.”

FISCAL IMPACTS:
There are no fiscal impacts to the City related to this action.

Submitted by:	Submitted by:	Approved by:
Dan York	Matthew C. Bassi	Gary Nordquist
Public Works Director/City Engineer	Planning Director	City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
CONSENT CALENDAR
Meeting Date: October 9, 2013

TO: Mayor and Council Members

FROM: Gary Nordquist, City Manager

SUBJECT: Temporary Park Closures for Rejuvenation Activities

STAFF REPORT

RECOMMENDATION:
Authorize the City Manager to temporarily close the City parks starting October 17, 2013 and require City authorization/liability release for any general public park access.

BACKGROUND:
The rejuvenation efforts at the City's three parks, Marna O'Brien, Regency-Heritage and Windsong have started. Current plans include closing the parks to the general public starting October 17, 2013 while replanting and repair efforts are under way. Partial re-opening of the parks would start in December 2013 with complete re-opening planned for early 2014. During this period of closure, access to the park grounds would require City authorization and completed release of City liability forms.

FISCAL IMPACTS:
Funds for this type of activity were approved in the FY 2013-14 budgets for Measure Z.

Submitted and Approved by:
Gary Nordquist
City Manager

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.1
CONSENT CALENDAR
Meeting Date: October 9, 2013

TO: Chairman and Board of Trustees

FROM: Misty V. Cheng, Controller

SUBJECT: Warrant Registers

STAFF REPORT

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

1. Warrant Register dated 09-05-13, in the amount of $2,679.80;
2. Warrant Register dated 09-19-13, in the amount of $372.73; &
3. Warrant Register dated 09-26-13, in the amount of $153.17.

DISCUSSION:
The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

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

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:
Warrant Register dated September 5, 2013
Warrant Register dated September 19, 2013
Warrant Register dated September 26, 2013

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202536	9/5/2013	000367 CINTAS CORPORATION	55638630		STAFF UNIFORM MAINTENANCE	30.58
			55641240		STAFF UNIFORM MAINTENANCE	30.58
					Total :	61.16
202537	9/5/2013	000022 EDISON	82713		7/26/13-8/26/13 CEMETERY ELECTF	138.01
					Total :	138.01
202538	9/5/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER	6285881		7/25/13-8/22/13 CEMETERY WATER	1,631.63
					Total :	1,631.63
202539	9/5/2013	000342 FENCE MASTERS	31828		REPAIR/REPLACE CHAIN LINK FEN	680.00
					Total :	680.00
202540	9/5/2013	000020 VERIZON	81913		CEMETERY VOICE/INTERNET SER'	169.00
					Total :	169.00

5 Vouchers for bank code : wf — Bank total : 2,679.80

5 Vouchers in this report — Total vouchers : 2,679.80

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202573	9/19/2013	000367 CINTAS CORPORATION	55643821		STAFF UNIFORM MAINTENANCE	30.58
					Total :	30.58
202574	9/19/2013	000011 CR&R INC.	367405		SEPT 2013 WAST SERVICES 3 YD (	126.62
					Total :	126.62
202583	9/19/2013	000186 RIGHTWAY	729371		CEMETERY RESTROOM MAINTENA	77.80
					Total :	77.80
202582	9/19/2013	000094 STAUFFERS LAWN EQUIPMENT	203159		CEMETERY DEPARTMENTAL SUPF	112.98
					Total :	112.98
202584	9/19/2013	000368 WHITNEY'S DRINKING WATER	82823		CEMETARY DRINKING WATER	6.25
			91113		CEMETERY DRINKING WATER	18.50
					Total :	24.75

6 Vouchers for bank code : wf

6 Vouchers in this report

Bank total : 372.73

Total vouchers : 372.73

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202586	9/26/2013	000367 CINTAS CORPORATION	55646424		STAFF UNIFORM MAINTENANCE	30.58
					Total :	30.58
202587	9/26/2013	000219 WESTERN FIRE CO., INC.	49657		ANNUAL FIRE EXTINGUISHER SER	122.59
					Total :	122.59
2 Vouchers for bank code : wf					Bank total :	153.17
2 Vouchers in this report					Total vouchers :	153.17

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: October 9, 2013

TO: Chairman and the Board of Trustees

FROM: Misty V. Cheng, Controller

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:
Staff recommends that the Board of Trustees approve the Treasurer's Reports.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of August, 2013.

FISCAL IMPACT:
None at this time.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:
Treasurer's Report

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

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	$ 123,457.27	$ 123,457.27	$ 123,457.27	100.00%	0	0.000%
TOTAL	$ 123,457.27	$ 123,457.27	$ 123,457.27	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	$ 124,176.88	$ 0.00	$ (719.61)	$ 123,457.27	0.000%
TOTAL	$ 124,176.88	$ 0.00	$ (719.61)	$ 123,457.27	
TOTAL INVESTMENT	$ 123,457.27				

In compliance with the California Code Section 53646, as the General Manager of the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.
I also certify that this report reflects all Government Agency pooled investments and all District's bank balances.

Misty V. Cheng
Controller

Date