



Western Riverside Council of Governments Administration & Finance Committee

AGENDA

**Wednesday, June 9, 2021
12:00 p.m.**

**Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501**

**WRCOG's OFFICE IS CURRENTLY CLOSED TO THE PUBLIC DUE TO COVID-19
AND STAFF ARE WORKING REMOTELY**

**Members of the public are encouraged to participate in this meeting via Zoom
(see meeting information below)**

**Join Zoom Meeting
[Click Here](#)**

**Meeting ID: 847 6147 1998
Password: 899406**

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+1 669 900 9128 U.S. (San Jose)
+1 253 215 8782 U.S. (Tacoma)**

SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

Due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19), Governor Newsom has issued Executive Order N-29-20 (issued March 17, 2020) in which Section 3 supersedes Paragraph 11 of Executive Order N-25-20 (issued on March 12, 2020). This new order states that WRCOG does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. The Order allows WRCOG to hold Committee meetings via teleconferencing and allows for members of the public to observe and address the meeting telephonically or electronically.

To follow the Order issued by the Governor, the Administration & Finance Committee meeting scheduled for Wednesday, June 9, 2021, at 12:00 p.m. will be held by video and teleconference and any members of the public can attend electronically. Members of the public may send public comments by contacting Suzy Nelson at snelson@wrcog.us or (951) 405-6703 before or during the meeting, prior to the close of public comment.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Suzy Nelson prior to 12:00 p.m. on June 7, 2021, at (951) 405-6703 or at snelson@wrcog.us.

The Administration & Finance Committee may take any action on any item listed on the agenda, regardless of the Requested Action.

1. CALL TO ORDER (Kevin Bash, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS

At this time members of the public can address the Committee regarding any items listed on this agenda. Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion. No action may be taken on items not listed on the agenda unless authorized by law. Whenever possible, lengthy testimony should be presented to the Committee in writing and only pertinent points presented orally.

5. CONSENT CALENDAR

All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Committee, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Committee request specific items be removed from the Consent Calendar.

A. Summary Minutes from the May 12, 2021, Administration & Finance Committee Meeting P. 1

Requested Action: 1. Approve the Summary Minutes from the May 12, 2021, Administration & Finance Committee meeting.

B. Summary Minutes from the May 26, 2021, Administration & Finance Committee Special Meeting P. 5

Requested Action: 1. Approve the Summary Minutes from the May 26, 2021, Administration & Finance Committee Special meeting.

C. Finance Department Activities Update P. 7

Requested Action: 1. Receive and file.

6. REPORTS / DISCUSSION

A. VTTM 31620 TUMF Appeal - City of Hemet Cameron Brown, WRCOG P. 13

Requested Action: 1. Recommend that the Executive Committee deny the appeal from DR Horton for the payment of fees for VTTM 31620.

B. 2021 TUMF CCI Adjustment Update Ivana Medina, WRCOG P. 137

Requested Action: 1. Recommend that the Executive Committee approve the 2021 Construction Cost Index adjustment for each land use type.

C. Energy Department Activities Update Daniel Soltero, WRCOG P. 141

Requested Action: 1. Receive and file.

7. REPORT FROM THE INTERIM EXECUTIVE DIRECTOR *Chris Gray*

8. ITEMS FOR FUTURE AGENDAS *Members*

Members are invited to suggest additional items to be brought forward for discussion at future Administration & Finance Committee meetings.

9. GENERAL ANNOUNCEMENTS *Members*

Members are invited to announce items / activities which may be of general interest to the Administration & Finance Committee.

10. NEXT MEETING: The next Administration & Finance Committee meeting is scheduled for Wednesday, July 14, 2021, at 12:00 p.m., on the Zoom platform. Committee members will have the option of attending this meeting in-person.

11. ADJOURNMENT

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1. CALL TO ORDER

The meeting of the Administration & Finance Committee was called to order at 11:36 a.m. by Chair Kevin Bash on the Zoom virtual platform.

2. PLEDGE OF ALLEGIANCE

Committee member Brian Tisdale led members and guests in the Pledge of Allegiance.

3. ROLL CALL

Members present:

Chris Barajas, City of Jurupa Valley
Brian Tisdale, City of Lake Elsinore
Victoria Baca, City of Moreno Valley
Kevin Bash, City of Norco (Chair)
Rita Rogers, City of Perris
Crystal Ruiz, City of San Jacinto
Ben Benoit, City of Wildomar
Karen Spiegel, County of Riverside, District 2
Chuck Washington, County of Riverside, District 3
Brenda Dennstedt, Western Municipal Water District (WMWD)

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR – *(Lake Elsinore / WMWD) 10 yes; 0 no; 0 abstention. Items 5.A through 5.F were approved.*

A. Summary Minutes from the April 14, 2021, Administration & Finance Committee Meeting

Action: 1. *Approved the Summary Minutes from the April 14, 2021, Administration & Finance Committee meeting.*

B. Finance Department Activities Update

Action: 1. *Received and filed.*

C. Environmental Department Activities Update

Action: 1. *Received and filed.*

D. Amendments to the PSAs for On-Call Planning Services

Actions: 1. *Approved the Third Amendment to the Professional Services Agreement between WRCOG and WSP USA, Inc., for support to WRCOG in its update of the WRCOG Sustainability Framework, transportation planning, grant writing services, and WRCOG staff support activities to increase the total not to exceed amount from \$150,000 to \$350,000, extending the term of the Agreement through June 30, 2022.*

2. *Approved the Fourth Amendment to the Professional Services Agreement between WRCOG and Blais & Associates for support to WRCOG grant writing services assistance to increase the total not to exceed amount from \$350,000 to \$500,000, extending the term of the Agreement through June 30, 2022.*
3. *Approved the Fourth Amendment to the Professional Services Agreement between WRCOG and Fehr & Peers for support to WRCOG on transportation planning services to increase the total not to exceed amount from \$250,000 to \$325,000, extending the term of the Agreement through June 30, 2022.*
4. *Approved the Fourth Amendment to the Professional Services Agreement between WRCOG and National Community Renaissance of California for support to WRCOG staff in planning and housing-related activities to increase the total not to exceed amount from \$200,000 to \$275,000, extending the term of the Agreement through June 30, 2022.*
5. *Approved the Third Amendment to the Professional Services Agreement between WRCOG and PlaceWorks, Inc., for support to WRCOG in its economic and demographic forecasting services and general staff support activities to increase the total not to exceed amount from \$250,000 to \$450,000, extending the term of the Agreement through June 30, 2022.*

E. 2020-2021 CTNA Activities Update

Action: 1. *Received and filed.*

F. Preliminary Draft Fiscal Year 2021/2022 Agency Budget

Action: 1. *Recommended that the Executive Committee adopt Resolution Number 03-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments adopting the Fiscal Year 2021/2022 Agency Budget.*

6. REPORTS / DISCUSSION

A. Nominations for WRCOG Executive Committee Chair, Vice-Chair, and 2nd Vice-Chair Positions for Fiscal Year 2021/2022

Chris Gray, WRCOG Deputy Executive Director, reported that this Committee serves as the nominating committee for leadership positions.

Action: 1. *The Administration & Finance Committee nominated Karen Spiegel, County of Riverside, District 2, as Chair; Crystal Ruiz, City of San Jacinto, as Vice-Chair; and Chris Barajas, City of Jurupa Valley, as 2nd Vice-Chair for Fiscal Year 2021/2022.*

(Lake Elsinore / Moreno Valley) 10 yes; 0 no; 0 abstention. Item 6.A was approved.

7. REPORT FROM THE DEPUTY EXECUTIVE DIRECTOR

Chris Gray reported that the 30th Annual General Assembly will be held virtually on June 24, 2021, from 4:00 p.m. – 5:00 p.m. The featured speaker will be Daymond John, Founder / CEO of FUBU and Star of ABC's Shark Tank.

8. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

9. GENERAL ANNOUNCEMENTS

There were no general announcements.

10. CLOSED SESSION

There were no reportable actions.

11. NEXT MEETING: The next Administration & Finance Committee meeting is scheduled for Wednesday, June 9, 2021, at 12:00 p.m., on the Zoom platform. Committee members will have the option of attending this meeting in-person.

12. ADJOURNMENT: The meeting of the Administration & Finance Committee adjourned from Closed Session at 1:43 p.m.

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1. CALL TO ORDER

The Special meeting of the Administration & Finance Committee was called to order at 12:01 p.m. by Chair Kevin Bash on the Zoom platform.

2. PLEDGE OF ALLEGIANCE

Committee member Ben Benoit led members and guests in the Pledge of Allegiance.

3. ROLL CALL

Members present:

Mike Lara, City of Beaumont
Chris Barajas, City of Jurupa Valley
Brian Tisdale, City of Lake Elsinore (12:14 p.m. arrival)
Victoria Baca, City of Moreno Valley
Kevin Bash, City of Norco (Chair)
Crystal Ruiz, City of San Jacinto
Ben Benoit, City of Wildomar
Karen Spiegel, County of Riverside, District 2
Chuck Washington, County of Riverside, District 3 (12:25 p.m. departure)
Brenda Dennstedt, Western Municipal Water District

4. PUBLIC COMMENTS

Chair Bash indicated that it is critical that WRCOG have a mission statement and a strategic plan and be more member driven. There needs to be more transparency within the organization. Leadership needs to be apprised of their powers as Chair and Vice-Chair. Lastly, the employee benefit package for all staff needs to be reviewed.

5. CLOSED SESSION

There were no reportable actions.

6. NEXT MEETING: The next Administration & Finance Committee meeting is scheduled for Wednesday, June 9, 2021, at 12:00 p.m., on the Zoom platform. Committee members will have the option of attending this meeting in-person.

7. ADJOURNMENT: The meeting of the Administration & Finance Committee adjourned from Closed Session at 2:21 p.m.

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Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Finance Department Activities Update

Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740

Date: June 9, 2021

The purpose of this item is to provide an update on the Agency Budget for Fiscal Year 2021/2022 and financials through April 2021.

Requested Action:

1. Receive and file.

Fiscal Year 2020/2021 Agency Audit

WRCOG's annual Agency audit is tentatively scheduled to begin the week of July 28, 2021. WRCOG utilizes the services of the audit firm Rogers, Anderson, Malody, and Scott, LLC (RAMS), to conduct its financial audit. The first visit is known as the "interim" audit; in August 2021, RAMS will return to finish its second round, which is known as "fieldwork."

Financial Report Summary Through April 2021

The Agency Financial Report summary through April 2021, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, is provided as Attachment 1.

Prior Action:

May 12, 2021: The Administration & Finance Committee received and filed.

Fiscal Impact:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment:

1. Financial Report summary through April 2021.

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Item 5.C

Finance Department Activities
Update

Attachment 1

Financial Report summary through
April 2021

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Western Riverside Council of Governments
Budget to Actuals
For the Month Ending April 30, 2021

	Approved Budget 6/30/2021	Thru Actual 4/30/2021	Remaining Budget 6/30/2021
Revenues and Transfers in			
Member Dues	311,410	286,640	24,770
Interest Revenue - Other	25,000	10,582	14,418
Operating Transfer In	2,208,432	1,840,360	368,072
Clean Cities	175,000	151,000	24,000
Solid Waste	112,970	112,970	-
Used Oil	376,396	376,396	-
Gas Company Revenue	108,400	83,667	24,733
Regional Streetlights Revenue	201,915	201,915	-
WRCOG HERO	136,290	58,530	77,760
PACE Residential	78,000	41,348	36,652
PACE Commercial	200,000	180,904	19,096
CA HERO	1,464,730	1,122,288	342,442
Commercial/Svcs - Admin Portion	41,137	45,673	(4,537)
Retail - Admin Portion	89,632	59,176	30,457
Industrial - Admin Portion	236,729	118,494	118,236
Single Family Residential - Admin Portion	652,270	1,264,177	(611,906)
Multi Family - Admin Portion	267,415	220,101	47,314
Commercal/Service	987,281	1,096,163	(108,882)
Retail	2,151,178	1,420,216	730,962
Industrial	5,681,507	2,843,853	2,837,654
Single Family Residential	15,654,486	30,340,241	(14,685,755)
Multi-Family	6,417,964	5,282,435	1,135,529
LTF Revenue	676,500	676,500	-
Grant Revenue	125,000	100,000	25,000
Adaptation Grant Revenue	409,894	101,277	308,617
Local Jurisdiction Match	100,000	90,000	10,000
Total Revenues and Transfers in	\$ 40,539,536	\$ 48,124,905	\$ (7,585,368)
Expenses			
Salaries	2,053,769	1,575,264	478,505
Benefits	1,027,040	855,866	171,174
Overhead	1,443,294	1,202,745	240,549
Legal	285,600	652,281	(366,681)
Advertising Media	65,667	61,100	4,567
Audit Svcs - Professional Fees	35,000	27,825	7,175
Auto Fuels Expense	1,500	337	1,163
Auto Maintenance Expense	500	516	(16)
Bank Fees	33,885	1,880	32,005
Coffee and Supplies	3,000	2,765	235
COG HERO Share Expenses	5,000	793	4,207
Commissioner Per Diem	62,500	32,100	30,400
Communications - Web Site	8,000	12,144	(4,144)
Communications - Cellular Phones	13,500	9,562	3,938

Communications - Computer Services	53,000	29,001	23,999
Communications - Regular Phone	16,000	20,093	(4,093)
Computer Equipment/Supplies	13,000	2,835	10,165
Computer Hardware	10,000	7,813	2,187
Computer Software	80,500	36,519	43,981
Consulting Labor	2,268,780	1,286,635	982,145
Equipment Maintenance - General	8,000	1,250	6,750
Event Support	165,736	55,367	110,369
General Assembly Expenses	300,000	41,373	258,627
Insurance - Gen/Busi Liab/Auto	115,500	85,643	29,857
Meals	7,900	551	7,349
Meeting Support Services	9,250	305	8,945
Membership Dues	32,750	22,534	10,216
Office Lease	390,000	360,930	29,070
OPEB Repayment	110,526	110,526	-
Other Expenses	9,750	2,315	7,435
Parking Cost	20,000	21,424	(1,424)
Parking Validations	15,827	2,897	12,930
Postage	5,350	1,297	4,053
Printing Services	5,000	1,830	3,170
Program/Office Supplies	14,700	12,516	2,184
Recording Fee	173,525	69,397	104,128
Rent/Lease Equipment	20,000	7,698	12,302
Seminar/Conferences	10,650	492	10,158
Staff Recognition	1,000	675	325
Storage	9,500	5,699	3,801
Subscriptions/Publications	4,250	976	3,274
Supplies/Materials	75,478	13,340	62,138
Training	10,000	1,075	8,925
Travel - Mileage Reimbursement	11,250	358	10,892
TUMF Project Reimbursement	30,892,416	13,603,338	17,289,078
Total Expenses	\$ 40,468,538	\$ 20,241,881	\$ 20,226,657



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: VTTM 31620 TUMF Appeal - City of Hemet

Contact: Cameron Brown, Program Manager, cbrown@wrcog.us, (951) 405-6712

Date: June 9, 2021

The purpose of this item is to review an appeal on the payment of TUMF fees in the City of Hemet for the DR Horton Los Angeles Holding Company regarding Vesting Tentative Tract Map (VTTM) 31620.

Requested Action:

1. Recommend that the Executive Committee deny the appeal from DR Horton for the payment of fees for VTTM 31620.

WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Each of WRCOG's member agencies and the March JPA participates in the Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. WRCOG, as administrator of the TUMF Program, allocates TUMF to the Riverside County Transportation Commission (RCTC), groupings of jurisdictions – referred to as TUMF Zones – based on the amounts of fees collected in these groups, the Western Riverside County Regional Conservation Authority (RCA), and the Riverside Transit Agency (RTA).

Background

Over the nearly 20-year history of the TUMF Program, WRCOG and its member agencies have developed a significant process to ensure uniformity in the way in which fees are calculated. This process includes the Administrative Plan, a uniform TUMF Ordinance, a standardized Fee Calculation Handbook, an online fee calculator, and now an Online TUMF Calculation and Payment portal. Because of these standardized processes, most TUMF matters are routine. In an average year, there are between 800 and 1,000 fee calculations and collection actions. Almost all of them are routine, requiring limited intervention by WRCOG and Agency staff.

However, disputes do occasionally arise. Because of that, the TUMF Program has an established process to resolve disputes. Often, an applicant contacts WRCOG staff and requests clarification regarding TUMF exemptions, calculations, or other similar issues. Usually, these concerns are resolved at the staff level quickly and efficiently. When there is no resolution at the staff level, additional meetings are held with the jurisdiction, the applicant, the WRCOG Executive Director, and WRCOG legal counsel. When a resolution is not possible after these efforts, then it becomes necessary to have the WRCOG Administration & Finance and Executive Committees hear the issue. It should be noted that these appeals are rare as there has been only one appeal within the last five years.

Development Agreements and VTTMs

At the inception of the TUMF Program in 2003, development agreements and VTTMs were exempted from the imposition of TUMF when certain criteria were met. These include:

- 1) Agreement was approved prior to the initial TUMF Ordinance adopted by the member agency.
- 2) The TUMF development agreement has not expired.
- 3) The TUMF development agreement has not been extended.

In 2017, WRCOG conducted a review of all development agreements and VTTMs to ascertain what TUMF exemptions might still apply within the subregion. A determination on the status of these agreements was sent to all member jurisdiction City Managers. This letter was provided to the City of Hemet on November 26, 2018 (Attachment 1 to this Staff Report). For VTTM 31620, it was determined that a TUMF exemption existed but expired based on State Law and City Code. This position was communicated again to the City of Hemet and the developer in September 2020.

Appeal from DR Horton

DR Horton has appealed this denial from the WRCOG Executive Director on payments made on VTTM 31620. This appeal will be heard at the Admin & Finance meeting on June 9, 2021.

Prior Action:

None.

Fiscal Impact:

None.

Attachments:

1. Letter to the City of Hemet on status of development agreements concerning TUMF exemptions dated November 26, 2018.
2. Letter from WRCOG to City of Hemet regarding the current TUMF appeal dated September 21, 2020.
3. DR Horton Letter for appeal of TUMF fees dated January 21, 2021.
4. Letter from WRCOG Executive Director denying the DR Horton Appeal dated February 16, 2021.

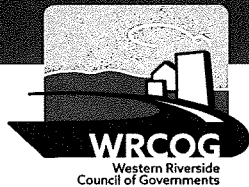
Item 6.A

VTTM 31620 TUMF Appeal - City of Hemet

Attachment 1

Letter to the City of Hemet on status
of development agreements
concerning TUMF exemptions dated
November 26, 2018

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Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet
City of Jurupa Valley • City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside
City of San Jacinto • City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians • Riverside County Superintendent of Schools

November 26, 2018

Allen Parker
City of Hemet
City Manager
445 E. Florida Ave
Hemet, CA 92543

Subject: TUMF Program - Development Agreement Review

Dear Mr. Parker:

WRCOG has completed a review of all Development Agreements in the subregion for which a TUMF exemption was provided at any point during the life of the development. Development Agreements executed prior to inception of the TUMF Program may include specific language exempting the development from TUMF. However, the TUMF Administrative Plan contains the following language, prohibiting the exemption of TUMF for new Development Agreements or if an existing Development Agreement expires, is amended, or is extended:

"Development Projects which are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code section 65864 et seq, prior to June 30, 2003, wherein the imposition of new fees are expressly prohibited, provided that if the term of such a Development Agreement is extended by amendment or by any other manner after June 30, 2003, the TUMF shall be imposed."

The effort was a follow up to a review conducted by WRCOG staff in 2010. The following Development Agreements from the City of Hemet were reviewed as part of this effort:

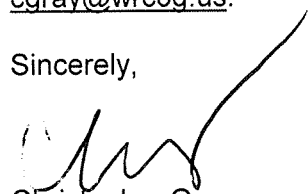
Development Agreement Title	TUMF Payment Required? (Yes/No)
MWD (McSweeney Ranch SP 88-19 and DVL Park SP 02-001)	TUMF payment required after 1/13/2019
Page Plaza (SP 00-01)	Yes
Stoney Mountain Ranch	Yes
McSweeney Farms SP 01-002 & TR34659 & various other maps	Yes
Tres Cerritos West TR31513	Yes
31705	Yes
Peppertree (SP 01-03) TR29843	Yes
Montero TR31146	Yes
31513	Yes
31620	Yes

A table of all Development Agreements included in this review is included as Attachment 1. Please review the attachment for any items that may pertain to your agency. Lastly, if there are any

additional Development Agreements with existing TUMF exemptions, that are not included in this correspondence, please let us know.

Should you have any questions, please feel free to contact me at (951) 405-6710 or cgray@wrcog.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Gray', with a long, sweeping line extending upwards and to the right.

Christopher Gray
Director of Transportation

cc: Daniel Ramirez-Cornejo, WRCOG Program Manager
Jessica May, WRCOG Staff Analyst

Jurisdiction	TUMF Exempt DA's/VTM's	DA/ VTM	#	Project Name	Developer	Agreement Date	Agreement Duration	Expiration Date	Previous Status (Active/ Complete)	Extension Status
City of Corona	1/1/2000 - 12/31/2002	DA	00-001	Dos Lagos	Temescal Canyon Properties	11/11/2000	11 year with two 4 year extensions	2020	Active	Two - 4 Year Extensions
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA	03-002	MWD (McSweeny Ranch SP 88-19 and DVL Park SP 02-001)	MWD	01/13/04	15 years	1/13/2019	Active	New Development Agreement contemplated
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA / VTTM	DA- 02-001 TR30968	Page Plaza (SP 00-01)	Page Plaza Partners	01/28/03	10 years	1/28/2013	Active	None.
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA/ TTM	03-001 29129	Stoney Mountain Ranch	Jeffrey MDM Partners	05/13/03	7 Years fo DA. VTTM is still active.	5/12/2010	Active	8 Year Extension granted on 9-27-11. Expires 9-27-19 for DA. VTTM is requesting extention until 6/14/20
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA/TTM	04-001 34659	McSweeny Farms SP 01-002 & TR34659 & various other maps	Raintree Development	Approved 3/23/2004. Amended by DAA 14-001 granted a 4 year extension for expiration on 12/17/2021.	Phases of the master map have Recorded	DA: 2/23/2014	Active	14 year extension granted on 4/22/2014 Ord. 1882 extending the expiration date to 12/17/2021.
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA/VTM	04-002 31513	Tres Cerritos West TR31513	Jon Myhre Properties	07/10/04	DA in effect until 7/10/19	7/10/2019	Active	No extension has been filed as of this date.
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	VTPM	31705	31705	John Karubian	04/15/03			Active	
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	VTTM	29843	Peppertree (SP 01-03) TR29843	Golden Harbor Estates LLC	03/25/03	Recorded 10-17-05	N.A.	Active	N.A.
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	VTTM	31146	Montero TR31146	Corman Leigh Communities	02/25/03	Recorded 2-8-05	N.A.	Active	YES
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	VTTM	31513	31513	Corman Leigh Communities	07/10/04			Active	
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	VTTM	31620	31620	John Petty Development	07/10/05	Recorded 12-30-05	N.A.	Active	N.A.
City of Lake Elsinore	Prior to 2000	DA		Canyon Hill (Cottonwood Canyon)	Pardee-Grossman / Cottonwood Canyon	7/9/1990	20 years; extended additional 20 years	7/9/2030	Active	Approved 1/12/2010

Jurisdiction	TUMF Exempt DA's/VTM's	DA/ VTM	#	Project Name	Developer	Agreement Date	Agreement Duration	Expiration Date	Previous Status (Active/ Complete)	Extension Status
City of Lake Elsinore	Prior to 2000	DA		Ramsgate	Rialto Development Corp.	6/20/1990	15 years	2005; two tracts have a longer DA duration expiring 12/31/2022	Active	
City of Murrieta	Prior to 2000	VTTM	28903	Vineyards	Realty Mgt. Advisors (Vineyards)	8/28/1998	2 Years	8/28/2000; 4/14/2018	Active	Extensions Per SMA
City of Murrieta	1/1/2000 - 12/31/2002	VTPM	29757			7/12/2000			Active	
City of Murrieta	1/1/2000 - 12/31/2002	DA/ VTTM	28532	Golden City SP	Argent	3/26/2001	15 years	3/6/2016	Active	5 years
City of Murrieta	1/1/2000 - 12/31/2002	VTPM	31055	Crossroads Corporate Center	Whitaker Investment Corp.	2/2/2002		4/9/2019	Active	
City of Murrieta	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA	54	Triangle	Domenigoni- Barton	Approved 4/9/1991 Amended 2/23/1994	30 years	2/25//2023	Active	
City of Riverside	1/1/2000 - 12/31/2002	DA/ VTM	VTM 30508	Grove Community Church	Grove Community Church	VTM Jun 2002 DA 7-Oct-2003	20 Year Life	10/1/2023	Active	First Amendment on 7-14- 2015
City of San Jacinto	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA	0301		Cove One Partners	6/2/2003 Amended 6/2/2013	10 year agreement	6/2/2023	Active	Extension Active
City of San Jacinto	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	VTM	31097		Riverside Valley Land	1/24/2003			Active	
City of Temecula	1/1/2000 - 12/31/2002	DA	(PLANNING APPLICATI ON NO. 99- 0446)	Harveston	Lennar Homes & Winchester Hills	8/28/2001	10 Year Life 15 Year Life	8/27/2011 extended to 04/18/2013 8/27/2016 extended to 4/23/2028	Active	
City of Temecula	1/1/2000 - 12/31/2002	DA RDA		28464 Old Town Front (RDA project)	Dual Development, Inc.	6/2/1999	N/A	Upon Completion	Active	N/A
City of Temecula	1/1/2000 - 12/31/2002	DA		Pacific Hospital Supply	Temecula Properties LLC & Professional Hospital Supply, Inc.	11/8/2007	10 Year Life	11/7/2017 9/3/2019	Active	N/A
City of Temecula	1/1/2000 - 12/31/2002	DA		Roripaugh Ranch	Ashby USA, LLC	11/25/2003	10 Year Life	11/24/2013 11/25/2028	Active	Extended for 15 years approved
March JPA		DA			LNR Riverside	18-Jun-2004	15 years	12/26/2016	Active	Extended

Item 6.A

VTTM 31620 TUMF Appeal - City of Hemet

Attachment 2

Letter from WRCOG to City of Hemet
regarding the current TUMF appeal
dated September 21, 2020

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September 21, 2020

H.P. Kang, MBA
Community Development Director
City of Hemet
445 E. Florida Avenue
Hemet, CA 92453

Subject: Review of TUMF Exemption for VTTM 31620

Dear Mr. Kang:

WRCOG has received a request to determine whether development associated with the approved Vesting Tentative Tract Map (VTTM) 31620 and 31620-1 in the City of Hemet is exempt from Transportation Uniform Mitigation Fees (TUMF). WRCOG has completed a review of all applicable documents, including VTTM 31620, its conditions of approval, those items related to the City approval of the project, the City Municipal Code, and other applicable items.

VTTM 31620 potential TUMF exemption is rooted in language related to the conditions of approval of the VTTM in 2003 which states the following:

Vesting Tentative Tract Map No. 31620 was deemed substantially complete on July 10, 2003. In accordance with City policy regarding vesting tentative tract maps, development of the proposed subdivision project is exempt from the required fees of the Transportation Uniform Mitigation Fee (TUMF) Program.

When the TUMF Program was first formulated, WRCOG allowed member agencies to provide exemption to those projects which were either approved or being reviewed prior to the implementation of the Program. Because of that, the following language was added to the TUMF Administrative Plan as follows:

Development Projects which are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code Section 65864 et seq, prior to June 30, 2003, wherein the imposition of new fees are expressly prohibited, provided that if the term of such a Development Agreement is extended by amendment or by any other manner after June 30, 2003, the TUMF shall be imposed.

However, when this exemption was originally put in place, it was not expected to provide an indefinite TUMF exemption. As noted above, development projects, where the original agreement or approval expire, no longer have exemption from TUMF, which is specifically addressed in the TUMF Administrative Plan. Therefore, it is critical to determine whether the original VTTM is still valid or if it has expired. If the VTTM has expired, then TUMF will apply.

VTTM 31620 Approval

Based on documentation provided by the City of Hemet and documentation in WRCOG's files, we can determine that VTTM 31620 did provide a valid TUMF exemption for an initial period since it

was believed to be substantially complete on July 10, 2003. From the information in our files, the key dates related to VTTM 31620 are as follows:

- Determined to be substantially complete (July 10, 2003)
- City Council Approval (December 17, 2003)
- Recorded Date (December 30, 2005)

Based on this information, WRCOG concurs that VTTM 31620 provided an exemption from TUMF for some time extending from December 17, 2003, which is the date in our records when the Project was approved by the City Council. The operative question is then how long did the TUMF exemption in VTTM 31620 extend beyond that date.

Hemet Municipal Code

The Hemet Municipal Code (Sec 70-167) contains the following language regarding the duration of a VTTM which states the following:

The approval or conditional approval of a vesting tentative map by the city shall expire two years after such approval. Prior to the expiration date, upon written request therefore, the vesting tentative map expiration date may be extended pursuant to Government Code § 66452.6.

(b) If a final map is approved prior to the expiration of the vesting tentative map, the tentative map vesting rights for the final map area shall last for the periods listed below:

- (1) An initial time period of one year following recordation of the final map. Where several final maps are recorded on phases of a project covered by a single vesting tentative map, the one-year time period for each final map shall begin on the date of recordation of that final map.
- (2) The initial time period set forth in the above paragraph shall be automatically extended by any time used by the city for processing a complete application for a grading permit or for design or architectural review, if such processing exceeds 30 days, provided, however, that such extension shall only be for the number of days in excess of 30 days.
- (3) If, during the one-year period following approval of a final tract map or parcel map, the city receives a complete application for a building permit and the subdivider has satisfied all requirements for the issuance of a building permit, the right to proceed with development in accordance with the tentative map shall continue until the expiration of the building permit.

Given the language above, we can conclude that the map was initially valid for only one year, unless an extension was granted. Therefore, the City Code indicates that the map and its associated conditions were valid until December 30, 2006, which is one year from the recording of the final map. Best, Best, and Krieger (BBK) has reviewed the City Municipal Code regarding this item and their analysis is presented in Attachment 1. This analysis concluded that the VTTM has expired and no TUMF exemption currently exists.

State Law

The State of California has also enacted legislation which relates to VTTM and conditions of approval. Government Code 66452.6 states the following:

(a) (1) An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 12 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way which abut the boundary of the property to be subdivided and which are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 36 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval. However, a tentative map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. The number of phased final maps that may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map.

Based on the information above, we can conclude the time that the VTTM would be valid for a maximum period of 36 months dated from the time of the map recording (December 30, 2005), which means that latest time the VTTM would have provided a valid TUMF extension would be December 30, 2008 based on the recording of the map.

Best, Best, and Krieger (BBK) has reviewed the application sections of the Government Code regarding this item and their analysis is presented in Attachment 1. This analysis concludes that the VTTM has expired based on the language in Government Code 66452.6.

Conclusion

Based on the review, WRCOG can conclude the following:

- VTTM 31620 did provide an exemption from the imposition of TUMF for an initial period.
- Depending on the language in the Hemet Municipal Code or Government Code, the VTTM would have expired no later than December 30, 2008. At that point, the project was no longer TUMF exempt and is required to pay TUMF.

Regardless of the interpretation of the Hemet Municipal Code or Government code, it does not appear that there is any allowance which would have extended the TUMF exemption to the current date, which is nearly 15 years after the recording of the map in 2005.

WRCOG will also note that we have communicated with the City of Hemet previously regarding TUMF exemptions for projects in the City as part of a regular review of TUMF exemptions. This correspondence from November 26, 2018, that was sent to the Hemet City Manager noted that VTTM 31620 was required to pay TUMF based on the information available at that time. That correspondence is provided as Attachment 2.

WRCOG staff would be happy to meet with you and the Project Applicant to discuss our findings. If there is additional information you would like us to consider, please let us know so that we can review the applicable information.

Should you have any further questions, please feel free to contact me at (951) 405-6710 or cgray@wrcog.us

Sincerely,



Christopher Gray
Director of Transportation & Planning

Enclosures: 1) BBK Letter to WRCOG - September 16, 2020
2) WRCOG Letter to Alan Parker - November 28, 2018

cc: Rick Bishop, WRCOG Executive Director
Cameron Brown, WRCOG Project Manager
Steve DeBaun, WRCOG Legal Counsel, Best Best & Krieger

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File No. 20323.00004



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Walnut Creek
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September 16, 2020

VIA EMAIL TO CGRAY@WRCOG.US

Christopher Gray
Director of Transportation and Planning
Western Riverside Council of Governments
3390 University Ave., Suite 200
Riverside, CA 92501

Re: Map 31620 and 31620-1 TUMF Fees

Dear Chris:

This letter is in regards to the Transportation Uniform Mitigation Fees ("TUMF") for Vesting Tentative Maps 31620 and 31620-1 ("Maps"). The TUMF fees were most likely properly waived in July 2003, but any further extensions are subject to the City's TUMF Ordinance and any development subject to the payment of TUMF.

Government Code Section 66452.6 provides,

"An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 12 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-ways which abut the boundary of the property to be subdivided and which are reasonable related to the development of the property..."

The City of Hemet Municipal Code provides that "approval or conditional approval of a vesting tentative map by the city shall expire two years after such approval." (Hemet MC, § 70-167.) Therefore, the Maps expired anywhere from 24 to 36 months after the initial approval. Furthermore, any extension of the Maps or development of the property should be accompanied by a payment of the TUMF.



Christopher Gray
September 16, 2020
Page 2

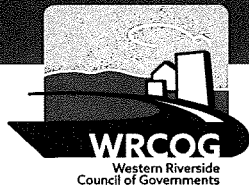
If you have any questions regarding this letter please feel free to contact me at (951) 347-5844.

Respectfully,

Steven C. DeBaun
of BEST BEST & KRIEGER LLP

SCD:smb

20323.00004\33277873.3



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November 26, 2018

Allen Parker
City of Hemet
City Manager
445 E. Florida Ave
Hemet, CA 92543

Subject: TUMF Program - Development Agreement Review

Dear Mr. Parker:

WRCOG has completed a review of all Development Agreements in the subregion for which a TUMF exemption was provided at any point during the life of the development. Development Agreements executed prior to inception of the TUMF Program may include specific language exempting the development from TUMF. However, the TUMF Administrative Plan contains the following language, prohibiting the exemption of TUMF for new Development Agreements or if an existing Development Agreement expires, is amended, or is extended:

"Development Projects which are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code section 65864 et seq, prior to June 30, 2003, wherein the imposition of new fees are expressly prohibited, provided that if the term of such a Development Agreement is extended by amendment or by any other manner after June 30, 2003, the TUMF shall be imposed."

The effort was a follow up to a review conducted by WRCOG staff in 2010. The following Development Agreements from the City of Hemet were reviewed as part of this effort:

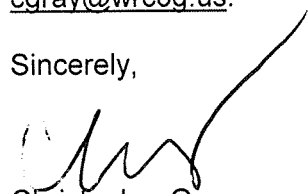
Development Agreement Title	TUMF Payment Required? (Yes/No)
MWD (McSweeney Ranch SP 88-19 and DVL Park SP 02-001)	TUMF payment required after 1/13/2019
Page Plaza (SP 00-01)	Yes
Stoney Mountain Ranch	Yes
McSweeney Farms SP 01-002 & TR34659 & various other maps	Yes
Tres Cerritos West TR31513	Yes
31705	Yes
Peppertree (SP 01-03) TR29843	Yes
Montero TR31146	Yes
31513	Yes
31620	Yes

A table of all Development Agreements included in this review is included as Attachment 1. Please review the attachment for any items that may pertain to your agency. Lastly, if there are any

additional Development Agreements with existing TUMF exemptions, that are not included in this correspondence, please let us know.

Should you have any questions, please feel free to contact me at (951) 405-6710 or cgray@wrcog.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Gray', with a long, sweeping horizontal line extending to the right.

Christopher Gray
Director of Transportation

cc: Daniel Ramirez-Cornejo, WRCOG Program Manager
Jessica May, WRCOG Staff Analyst

Jurisdiction	TUMF Exempt DA's/VTM's	DA/ VTM	#	Project Name	Developer	Agreement Date	Agreement Duration	Expiration Date	Previous Status (Active/ Complete)	Extension Status
City of Corona	1/1/2000 - 12/31/2002	DA	00-001	Dos Lagos	Temescal Canyon Properties	11/11/2000	11 year with two 4 year extensions	2020	Active	Two - 4 Year Extensions
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA	03-002	MWD (McSweeny Ranch SP 88-19 and DVL Park SP 02-001)	MWD	01/13/04	15 years	1/13/2019	Active	New Development Agreement contemplated
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA / VTTM	DA- 02-001 TR30968	Page Plaza (SP 00-01)	Page Plaza Partners	01/28/03	10 years	1/28/2013	Active	None.
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA/ TTM	03-001 29129	Stoney Mountain Ranch	Jeffrey MDM Partners	05/13/03	7 Years fo DA. VTTM is still active.	5/12/2010	Active	8 Year Extension granted on 9-27-11. Expires 9-27-19 for DA. VTTM is requesting extention until 6/14/20
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA/TTM	04-001 34659	McSweeny Farms SP 01-002 & TR34659 & various other maps	Raintree Development	Approved 3/23/2004. Amended by DAA 14-001 granted a 4 year extension for expiration on 12/17/2021.	Phases of the master map have Recorded	DA: 2/23/2014	Active	14 year extension granted on 4/22/2014 Ord. 1882 extending the expiration date to 12/17/2021.
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA/VTTM	04-002 31513	Tres Cerritos West TR31513	Jon Myhre Properties	07/10/04	DA in effect until 7/10/19	7/10/2019	Active	No extension has been filed as of this date.
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	VTPM	31705	31705	John Karubian	04/15/03			Active	
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	VTTM	29843	Peppertree (SP 01-03) TR29843	Golden Harbor Estates LLC	03/25/03	Recorded 10-17-05	N.A.	Active	N.A.
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	VTTM	31146	Montero TR31146	Corman Leigh Communities	02/25/03	Recorded 2-8-05	N.A.	Active	YES
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	VTTM	31513	31513	Corman Leigh Communities	07/10/04			Active	
City of Hemet	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	VTTM	31620	31620	John Petty Development	07/10/05	Recorded 12-30-05	N.A.	Active	N.A.
City of Lake Elsinore	Prior to 2000	DA		Canyon Hill (Cottonwood Canyon)	Pardee-Grossman / Cottonwood Canyon	7/9/1990	20 years; extended additional 20 years	7/9/2030	Active	Approved 1/12/2010

Jurisdiction	TUMF Exempt DA's/VTM's	DA/ VTM	#	Project Name	Developer	Agreement Date	Agreement Duration	Expiration Date	Previous Status (Active/ Complete)	Extension Status
City of Lake Elsinore	Prior to 2000	DA		Ramsgate	Rialto Development Corp.	6/20/1990	15 years	2005; two tracts have a longer DA duration expiring 12/31/2022	Active	
City of Murrieta	Prior to 2000	VTTM	28903	Vineyards	Realty Mgt. Advisors (Vineyards)	8/28/1998	2 Years	8/28/2000; 4/14/2018	Active	Extensions Per SMA
City of Murrieta	1/1/2000 - 12/31/2002	VTPM	29757			7/12/2000			Active	
City of Murrieta	1/1/2000 - 12/31/2002	DA/ VTTM	28532	Golden City SP	Argent	3/26/2001	15 years	3/6/2016	Active	5 years
City of Murrieta	1/1/2000 - 12/31/2002	VTPM	31055	Crossroads Corporate Center	Whitaker Investment Corp.	2/2/2002		4/9/2019	Active	
City of Murrieta	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA	54	Triangle	Domenigoni- Barton	Approved 4/9/1991 Amended 2/23/1994	30 years	2/25//2023	Active	
City of Riverside	1/1/2000 - 12/31/2002	DA/ VTM	VTM 30508	Grove Community Church	Grove Community Church	VTM Jun 2002 DA 7-Oct-2003	20 Year Life	10/1/2023	Active	First Amendment on 7-14- 2015
City of San Jacinto	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	DA	0301		Cove One Partners	6/2/2003 Amended 6/2/2013	10 year agreement	6/2/2023	Active	Extension Active
City of San Jacinto	1/1/2003-6/1/2003 (6/4/2003 for Perris, 7/12/2003)	VTM	31097		Riverside Valley Land	1/24/2003			Active	
City of Temecula	1/1/2000 - 12/31/2002	DA	(PLANNING APPLICATI ON NO. 99- 0446)	Harveston	Lennar Homes & Winchester Hills	8/28/2001	10 Year Life 15 Year Life	8/27/2011 extended to 04/18/2013 8/27/2016 extended to 4/23/2028	Active	
City of Temecula	1/1/2000 - 12/31/2002	DA RDA		28464 Old Town Front (RDA project)	Dual Development, Inc.	6/2/1999	N/A	Upon Completion	Active	N/A
City of Temecula	1/1/2000 - 12/31/2002	DA		Pacific Hospital Supply	Temecula Properties LLC & Professional Hospital Supply, Inc.	11/8/2007	10 Year Life	11/7/2017 9/3/2019	Active	N/A
City of Temecula	1/1/2000 - 12/31/2002	DA		Roripaugh Ranch	Ashby USA, LLC	11/25/2003	10 Year Life	11/24/2013 11/25/2028	Active	Extended for 15 years approved
March JPA		DA			LNR Riverside	18-Jun-2004	15 years	12/26/2016	Active	Extended

Item 6.A

VTTM 31620 TUMF Appeal - City of
Hemet

Attachment 3

DR Horton Letter for appeal of TUMF
fees dated January 21, 2021

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ALLIANCES IN MEXICO
AND SRI LANKA

January 21, 2021

VIA E-MAIL

Mr. Christopher Lopez
City Manager
City of Hemet
445 E. Florida Avenue
Hemet, CA 92543
(clopez@cityofhemet.org)

Mr. H. P. Kang
Community Development Department Director
City of Hemet
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Ms. Delores Reyna
Administrative Manager
Western Riverside County Regional
Conservation Authority
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Riverside CA 92501-3627
(dreyna@wrcrca.org)

Mr. Christopher J. Gray
Director of Transportation & Planning
Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
(cgray@wrcog.us)

Re: Appeal of TUMF and MSHCP Fees for Tract Nos. 31620-1 and 31620

Gentlemen and Ms. Reyna:

This firm represents D.R. Horton Los Angeles Holding Company, Inc. (Horton) in connection with its development of the Citrus Pointe project, portions of the real property included within Tract Map Nos. 31620-1 and 31620 (collectively, the Property). Horton has been charged fees under the Transportation Uniform Mitigation Fee (TUMF) program and the Multiple Species Habitat Conservation Program (MSHCP) in connection with its construction of homes in the portions of the Property it owns. These fees have been charged to Horton notwithstanding the

Mr. Christopher Lopez
Mr. H. P. Kang
Ms. Delores Reyna
Mr. Christopher J. Gray
January 21, 2021
Page 2

terms of the Property's development approvals and the fact that these fees were not imposed on the original developer when it built homes on the Property *circa* 2007.

Horton has paid these fees under protest. This letter serves as an appeal of the TUMF and MSHCP fees. Specifically, this letter is a written appeal of the TUMF as set forth in Section X of the TUMF Administrative Plan, as provided with Mr. Christopher Gray's correspondence regarding the TUMF appeal process dated December 14, 2020, a copy of which was provided to Ms. Susan Paradiso of Horton by December 15, 2020 e-mail from Mr. Cameron Brown of Western Riverside Council of Governments.

The Property was originally part of Tentative Map No. 25168 approved by the County of Riverside in the 1990s. Two final maps (Tract Map Nos. 25168-1 and 25168-2) to subdivide portions of the property included in Tentative Map No. 25168 into a total of 116 residential lots were recorded on September 16, 1999. Grading for all of the land in Tentative Map No. 25168 was performed pursuant to grading plans approved by the County in 1993; street, water and sewer improvements were installed for Tract Map Nos. 25168-1 and 25168-2 (as described in subdivision improvement agreement recorded September 16, 1999); Bill Gray Park was dedicated to the County and improved.

At the election of the prior developer, the remainder of the property in Tentative Map No. 25168 was annexed to the City of Hemet and application for a Vesting Tentative Map (VTM) was made to the City. The application for the VTM for Tract 31620 was deemed complete on July 10, 2003, and the VTM was approved with a negative declaration by the City's Planning Commission on November 18, 2003 pursuant to Planning Commission Resolution No. 03-60, a copy of which is attached as **Exhibit A**. A copy of the negative declaration with Environmental Assessment No. 34276 is attached as **Exhibit B**. The original developer appealed some of the VTM's conditions of approval to the City Council, which approved the VTM with amended conditions on December 17, 2003. The final maps for Tract No. 31620-1 and Tract No. 31620 were approved by the City on December 20, 2005 and recorded on December 30, 2005. Subdivision improvement agreements for Tract No. 31620-1 and Tract No. 31620, were recorded on December 28, 2005 and January 4, 2006, respectively, and a copy of the VTM conditions of approval was attached to each. Copies of the recorded subdivision improvement agreements are attached as **Exhibit C** (Tract 31620-1) and **Exhibit D** (Tract No. 31620). The original developer installed street, sewer and water improvements pursuant to plans approved by the City of Hemet in 2005 and constructed 14 homes in Tract No. 31620-1 pursuant to building permits issued on May 1, 2007.

Mr. Christopher Lopez
Mr. H. P. Kang
Ms. Delores Reyna
Mr. Christopher J. Gray
January 21, 2021
Page 3

For the reasons set forth below, Horton contends that development of the Property is exempt from both TUMF fees and MSHCP fees and seeks reimbursement of TUMF fees and any MSHCP fees it has paid under protest to Western Riverside Council of Governments and the Western Riverside County Regional Conservation Authority, respectively, to obtain building permits for the Property. Horton representatives have diligently attempted to resolve these issues with City staff but have been unsuccessful

Exemption from TUMF Fees is a Condition to Approval of the VTM:

The project approved by Vesting Tentative Map No. 31620 (the Project) is explicitly exempt from the fees required by the TUMF program by condition No. 7 to approval of the VTM. The Project's exemption from TUMF fees is not dependent on the vesting of development rights and has not been altered by any development agreement. The exemption is a condition to approval of the Project's vesting tentative map. Condition No. 7 to the approval of the VTM states:

“Vesting Tentative Tract Map No. 31620 was deemed substantially complete on July 10, 2003. In accordance with City policy regarding vesting tentative tract maps, development of the proposed subdivision project is exempt from the required fees of the Transportation Uniform Mitigation Fee (TUMF) program.”

Condition No. 7 and all other tract map conditions included as an exhibit to the recorded subdivision improvement agreements are therefore contractual provisions as well as conditions of approval. By its terms, condition No. 7 does not expire and its benefits were not conditioned upon any particular performance benchmark. The condition does not tie the exemption to the continuation of any vested right to develop the Property. Just like the builder is obligated to comply with the conditions to approval of the VTM, the City is bound to comply with condition No. 7, both contractually and as a VTM condition.

In addition, Planning Commission Resolution 03-60 recites that:

“[A]n Initial Study and Negative Declaration was prepared for Vesting Tentative Tract Map No. 31620 under the review and authority of the County of Riverside prior to the annexation of the subject property, and the Planning Commission has now considered the information contained in the Environmental Assessment prepared by the County of Riverside in compliance with the California Environmental Quality Act (CEQA) guidelines. Since there is no 20-day review period required for the use of a previous

Mr. Christopher Lopez
Mr. H. P. Kang
Ms. Delores Reyna
Mr. Christopher J. Gray
January 21, 2021
Page 4

Negative Declaration, the Planning Commission found that no additional environmental review is required for this project[.]”

The Planning Commission determined that the negative declaration included a full and complete environmental assessment and required no mitigation beyond the measures set forth in the negative declaration. As a result, no further mitigation can be imposed, including the TUMF program.

Exemption from MSHCP Fees Provided by Municipal Code:

The Project is exempt from MSHCP fees pursuant to Hemet Municipal Code Section 31.16(8), which provides:

“Any development project which was approved prior to June 22, 2004 and for which a mitigated negative declaration, negative declaration or an environmental impact report was prepared that analyzed all environmental impacts as would be required under the MSHCP and reduced those impacts below a level of significance such that repeating the environmental review under the MSHCP would be unnecessarily duplicative as determined by the planning director.”

As described above, the negative declaration prepared for the Project required no mitigation measures beyond those set forth in the negative declaration, and therefore no additional mitigation measures, such as the MSHCP fees, may be required.

Conclusion:

The Project is specifically exempt from the TUMF fees by the express terms of VTM condition No. 7 as well as the subdivision improvement agreements for Tract Nos. 31620-1 and 31620. The City is bound by the exemption based on the express condition as well as the contracts. The Project is expressly exempt from MSHCP fees by Section 31.16(8) of the City’s Municipal Code because the Project’s VTM was approved pursuant to a negative declaration. The imposition of TUMF fees and MSHCP fees, both of which are for mitigation of development impacts, would be inconsistent with the negative declaration.

Mr. Christopher Lopez
Mr. H. P. Kang
Ms. Delores Reyna
Mr. Christopher J. Gray
January 21, 2021
Page 5

As a result, we respectfully request that you refund the TUMF and MSHCP fees that Horton paid under protest.

Very truly yours,

DUANE MORRIS LLP



David E. Watson

DEW
Attachments

cc: Marianne F. Adriatico, Esq. (via e-mail - MFAдриatico@drhorton.com)
Ms. Susan Paradiso (via e-mail - SJParadiso@drhorton.com)
Eric S. Vail, Esq., City Attorney (via e-mail - evail@bwslaw.com)
Thomas D. Jex, Esq., Assistant City Attorney (via e-mail - tjex@bwslaw.com)
Steven DeBaun, Esq. (via e-mail - Stevendebaun@bbklaw.com)

EXHIBIT A

PLANNING COMMISSION RESOLUTION NO. 03-60

[attached]

RESOLUTION NO. 03-60

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF HEMET, CALIFORNIA APPROVING
VESTING TENTATIVE TRACT MAP NO. 31620 FOR THE
SUBDIVISION OF 25.4 ACRES INTO 101 LOTS FOR
SINGLE-FAMILY RESIDENTIAL DEVELOPMENT
LOCATED ON THE NORTHEAST CORNER OF LAKE
STREET AND FLORIDA AVENUE (APN: 551-201-063, 066)

WHEREAS, an application for Vesting Tentative Tract Map No. 31620 has been
duly filed by:

APPLICANT: JDP Development, Inc.
OWNER: John Petty
LOCATION: The northeast corner of Lake Street and Florida Avenue
APN NO. 551-201-063, 066
ACREAGE: 25.4 acres; and

WHEREAS, the Planning Commission has the authority per Section 70-133 of the
Hemet Municipal Code to take action on Vesting Tentative Tract Map No. 31620 for the
subdivision of 25.4 acres into 101 lots for single-family residential development; and

WHEREAS, the applicant is requesting approval of Vesting Tentative Tract Map
No. 31620 in accordance with Chapter 70 of the Hemet Municipal Code; and

WHEREAS, an Initial Study and Negative Declaration was prepared for Vesting
Tentative Tract Map No. 31620 under the review and authority of the County of Riverside
prior to the annexation of the subject property, and the Planning Commission has now
considered the information contained in the Environmental Assessment prepared by the
County of Riverside in compliance with the California Environmental Quality Act (CEQA)
guidelines. Since there is no 20-day review period required for the use of a previous
Negative Declaration, the Planning Commission found that no additional environmental
review is required for this project; and

WHEREAS, a notice of public hearing for Vesting Tentative Tract Map No. 31620
was duly given in The Press Enterprise, and notices were mailed to property owners
within 300 feet of the project site on November 7, 2003; and

WHEREAS, the Planning Commission of the City of Hemet has considered oral
and written comments, pro and con, as presented by the Planning Department, the
applicant, and other interested parties at a public hearing held on November 18, 2003.

NOW, THEREFORE, the Planning Commission of the City of Hemet hereby finds,
determines and resolves as follows:

SECTION 1: Vesting Tentative Tract Map Findings

Based on consideration of the whole record before it, including but not limited to, the Staff Report dated November 18, 2003, and all documents, testimony received at the public hearing of this matter, and evidence made part of the record, the Planning Commission hereby finds as follows:

1. The proposed tentative tract map is consistent with the City of Hemet General Plan and Specific Plan.

The project site has an existing General Plan Land Use designation of Commercial which allows a variety of commercial and retail land uses. One of the findings needed to approve the proposed tract map is consistency with the General Plan. As proposed, the project is inconsistent. In researching the land use issue however, it was discovered that the applicant, and the City, did not concurrently process a General Plan Amendment with Annexation No. 97-142. Even though the zoning for the project was addressed (i.e., R-1-C), the land use designation was not. To make a finding of consistency for the proposed tract map, a condition has been placed on the project to require an official General Plan Amendment to be processed and approved by the Planning Commission and City council prior to approval of the Final Map by City Council. With the correct R-1 land use designation, the proposed tract map would be consistent with the General Plan.

Further, with the R-1 land use designation, the proposed subdivision is in conformance with the General Plan for the City of Hemet which designates the project site as R-1 (Single Family Residential). This General Plan land use designations provide for single-family residential development with densities ranging from one (1) to seven (7) units per acre on lots with a minimum size of 7,200 square-feet. The proposed subdivision is consistent with this standard, and has a proposed density of 3.9 units per acre which is less than the maximum density allowed by the General Plan.

2. The design or improvement of the proposed subdivision is consistent with the City of Hemet General Plan and Specific Plan.

The design and improvements of the proposed subdivision are consistent with the General Plan in that on-site improvements, such as street dedications and drainage facilities will be designed and constructed in accordance with City standards. Further, the project design which is intended for single-family residential development on 7,200 square-foot lots provides for satisfactory pedestrian and vehicular circulation.

3. The site is physically suitable for the type of development.

The site is physically suitable for the development in that the proposed subdivision is planned for single family-residential development. Given the shape and

topography of the 25.4 acre site, the subdivision design accommodates adequate land for 101 lots and accompanying streets and parkways to service the development. Further, the site is relatively flat which will allow for minimal grading and compatible building pad heights with adjacent properties surrounding the project site.

4. The site is physically suitable for the proposed density of development.

The site is physically suitable to accommodate the proposed density resulting from the subdivision. The subdivision proposes 101 dwelling units on 25.4 acres which results in a density of 3.9 units per acre. This density is consistent with the City's General Plan.

5. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The site is currently vacant and does not contain any significant vegetation or habitat for wildlife. Further, the proposed project will comply with the policies and regulations of the Hemet Municipal Code and General Plan and with all local or regional plans, policies, regulations, and any requirements by the California Department of Fish and Game or U.S. Fish and Wildlife Service. Based on these factors, the proposed subdivision will not cause substantial environmental damage or injure wildlife or their habitat.

6. The design of the subdivision or type of improvements is not likely to cause serious public health problems.

The design of the subdivision and the type of improvements are not likely to cause serious problems to public health because the building and infrastructure improvements shall be constructed to conform with all City standards. The adopted City standards relating to the Uniform Building Code and Grading Code are designed to protect the public health and welfare and have been approved by the City.

7. The design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

The design of the subdivision or type of improvements will not conflict with easements acquired by the public at large. Further, the project is compatible with adjacent residential properties in the vicinity.

SECTION 2: Compliance with CEQA

The Initial Study prepared for this project by Riverside County was prepared in compliance with the California Environmental Quality Act (CEQA) guidelines. Based on

1 public testimony and their independent judgement, the Riverside County Planning
2 Commission adopted a Negative Declaration for Vesting Tentative Tract Map No. 31620.
3 After examining the project, and environmental documentation, the Planning Commission
4 found that Vesting Tentative Tract Map No. 31620 will not result in any new potential
5 significant adverse environmental impacts that were not evaluated in the original Initial
6 Study. Thus, the Planning Commission determined that no further environmental
7 analysis is needed.

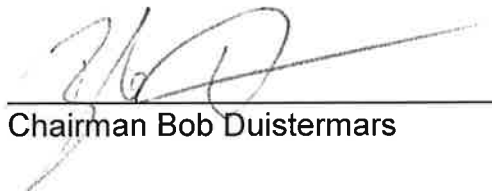
8
9 **SECTION 3: Planning Commission Action**

10
11 The Planning Commission hereby takes the following action:

- 12
13 1. Vesting Tentative Tract Map No. 31620 is hereby approved subject to the conditions
14 set forth in Exhibit 1A attached hereto and incorporated herein by this reference.
15 Any modification to the conditions of approval shall be in compliance with the State
16 Subdivision Map Act, the City of Hemet Subdivision Ordinance and other applicable
17 state and local ordinances.

18
19 **PASSED, APPROVED, AND ADOPTED** this 18h day of November, 2003 by the
20 following vote:

21
22
23 AYES: Chairman Duistermars, Vice Chairman Jones, and Commissioner Calkins.
24 NOES: Commissioner Rhoten
25 ABSTAIN: None
26 ABSENT: Commissioner Hicks
27

28
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30
31 
32 Chairman Bob Duistermars
33

34
35 ATTEST:

36
37 
38 Myrna Kasick, Minutes Secretary
39

EXHIBIT 1A

CITY OF HEMET PLANNING COMMISSION RESIDENTIAL CONDITIONS OF APPROVAL

PLANNING COMMISSION DATE: NOVEMBER 18, 2003

PROJECT NO.: VESTING TENTATIVE TRACT MAP No. 31620
APPLICANT: JDP Development, Inc.
AGENT: John Petty
LOCATION: The northeast corner of Lake Street and Florida Avenue
APN: 551-201-063, 066
OCCUPANCY: This project has been reviewed as an R any other use will require further review.

PLANNING DEPARTMENT CONDITIONS

General Requirements:

1. Vesting Tentative Tract Map No. 31620 shall become null and void on **November 18, 2005** (two calendar years from the date of approval), unless the final map is approved by the City Council and recorded with the County of Riverside prior to the expiration date. A time extension may be granted by the Planning Commission in accordance with Hemet Municipal Code and the Subdivision Map Act, provided a written request for a time extension is submitted the Planning Department prior to the expiration date. No formal notice of expiration will be given by the City.
2. Approval of Vesting Tentative Tract Map No. 31620 shall become effective on **November 29, 2003** unless it is appealed to the City Council by **November 28, 2003** (10 calendar days after action by the Planning Commission). The appeal shall be in writing and shall be accompanied by the required fee.
3. The conditions of approval of this project shall supersede all conflicting notations, specifications, dimensions, typical sections, and the like, which may be shown on the tentative project plans.
4. This project site shall be developed in accordance with the approved plan(s) and the conditions contained herein.
5. This project shall comply with all sections of the Zoning Ordinance, Subdivision Ordinance and all other applicable Local, State and Federal laws and regulations in effect at the time of the building permit application and/or time of recordation, including the I.C.B.O. Uniform Building Code, Uniform Fire Code, and City and State Handicapped Accessibility

☐ **City of Hemet - Conditions of Approval** ☐
Vesting Tentative Tract Map No. 31620

Requirements (California Code of Regulations, Title 24). This condition does not apply to vesting maps.

6. Prior to the issuance of building permits, the applicant shall be subject to all applicable development fees at the rate in effect at the time of building permit application. Such fees may include, but not be limited to: Park Fees, School Fees, Master Plan Storm Drainage Fees, Permit and Plan Checking Fees, Water and Sewer Service Fees, and Capital Facility Fees.

A. CHECK WITH RICHARD'S TEXT

7. Vesting Tentative Tract Map No. 31620 was deemed substantially complete on July 10, 2003. In accordance with City policy regarding vesting tentative tract maps, development of the proposed subdivision project is exempt from the required fees of the Transportation Uniform Mitigation Fee (TUMF) program.
8. Construction activity shall meet the requirements of Hemet Municipal Code Chapter 30, Article II.
9. Signs are not approved as part of this subdivision Project. Signs, in accordance with the Zoning Ordinance, may be approved at a later time prior to the issuance of sign permits.
10. Prior to any grading or drainage activity, a grading and/or drainage plan shall be prepared and submitted to the City Engineer and Planning Department for review and approval. No grading or drainage work shall occur without a grading permit and/or the permission of the City Engineer.
11. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, 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

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620

providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

Subdivision:

12. Prior to review and approval of the final map by the City Council, a General Plan Amendment shall be reviewed and approved by the Planning Commission and City Council. The General Plan Amendment shall change the current land use designation from Commercial to R-1 (Single Family Residential).
13. Prior to the appeal period ending for Vesting Tentative Tract Map No. 31620, the applicant shall submit five sets of revised tract maps that show the required five-foot easement beyond edge of right-of-way for the interior street system in compliance with Planning Commission policy. The street cross sections on the tract map shall also be revised to show the five-foot easement and meandering sidewalk. This information shall be provided on the final map prior to review by the City Council. ***The final location of the meandering sidewalk(s) is to be determined by the Planning Director prior to preparation of the street improvement plans (amended by PC on 11/18/03).***
14. The developer shall install U. S. Postal Service approved neighborhood mailboxes prior to occupancy.
15. Prior to or concurrently with the recordation of the Final Map, a Lighting & Landscaping Maintenance District or alternative maintenance mechanism acceptable to the City shall be established. In the event that the Lighting & Landscaping Maintenance District (LLMD) is required, the property owner of record shall execute a property owner ballot agreeing to formation of or annexation to an LLMD.
16. The applicant shall provide each prospective home owner with a copy the Conditions, Covenants & Restrictions (CC&R's) for the proposed project. The final CC&R's shall be reviewed and approved by the Planning Department and City Attorney prior to recordation of the final tract map.

Design Review/Buildings:

17. This project shall comply with the City's Single Family Residential Design Guidelines approved by the City Council on February 25, 2003 (CC Resolution No. 3700), and shall be architecturally compatible with adjacent residences. Prior to the issuance of a building permit, the applicant shall submit a Site Development Review (SDR) application for Planning Commission review and approval. After approval of the Site Development Review project, the Planning Director shall have the authority to adjust up to 20% of the home/plot plans. The Site Development Review application shall provide all submittal information as required by the Single Family Residential Design Guidelines.

☐ **City of Hemet - Conditions of Approval** ☐
Vesting Tentative Tract Map No. 31620

18. The developer shall provide all homes with central air conditioning.

Landscaping:

19. This project shall comply with the landscape design requirements outlined in the City's Single Family Residential Design Guidelines approved by the City Council on February 25, 2003 (CC Resolution No. 3700).
20. The applicant shall provide a disclosure notice to each prospective buyer and to each new property owner within this subdivision. The disclosure notice shall be recorded against all properties within this subdivision which states the following:
- A. The property owner is aware of any required financing mechanisms for the subdivision project such as Landscape, Lighting & Maintenance District (LLMD), Landscape-Lighting & Parks Maintenance District (LLPMD) or Conditions, Covenants and Restrictions (CC&R's).
 - B. The property owner is responsible for the irrigation of parkway landscaping adjacent to their home as well as any landscaping adjoining their exterior side yard. Any lack of landscape/irrigation maintenance is subject to code violation actions.
21. Prior to the issuance of a Certificate of Occupancy or finalization of the Building Permit, landscaped areas shall have an automatic irrigation system, with automatic timers, installed and operational, unless cash or a bond is posted to guarantee completion.
22. A one-year Faithful Performance bond shall be posted to guarantee installation, plant health, and established growth prior to the issuance of occupancy permits. The bond may be reduced by the City after installation has been approved.
23. All interior residential streets shall have parkways adjacent to curb. Street trees shall be planted at a minimum of one (1) tree for every 40 feet of street frontage in accordance with City guidelines. Parkway areas within the public R-O-W shall include the installation of ground cover (planted a minimum of 12-inches on-center) or turf and the installation of automated irrigation. Maintenance of the street trees shall be through a Lighting & Landscaping Maintenance District (LLMD) or alternative maintenance mechanism acceptable to the City.
24. All public landscaped areas shall be maintained by the developer for a minimum of one-year to assure continued growth and health. Continued maintenance of public areas shall be guaranteed by establishment of a home owners association or alternative mechanism approved by the Planning Director.

Environmental:

25. During construction, should any archaeological artifacts be discovered, the Planning Department shall be notified immediately, and all work shall cease until a qualified archaeologist has examined the artifacts and the site and submitted findings and recommendations to the Planning Department. Recommencement of construction shall be upon the approval of the Planning Department.
26. The applicant shall use low intensity lights for the perimeter lighting and all lighting shall be hooded or directed to shine into the residential neighborhood area minimizing light spillage into the adjacent native habitats.

BUILDING DEPARTMENT CONDITIONS

No Conditions have been provided for this project by the Building Department.

PUBLIC WORKS/ENGINEERING DEPARTMENT CONDITIONS

Unless otherwise stated, all improvements shall be installed prior to the issuance of a certificate of occupancy or the clearance of a final building permit.

STREETS

Florida Avenue

24. Install curb and gutter on an alignment 38 feet from the centerline in accordance with Caltrans' requirements.
25. Install street paving to match the new curb and gutter per Caltrans requirements. Prior to the commencement of any improvement work on or along Florida Avenue an encroachment permit must be obtained from Caltrans.
26. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
27. Install a 35-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.
28. Submit a signing and striping plan for Florida Avenue. Plans shall be prepared by a California Registered Civil Engineer.

29. Install sidewalk, handicap ramp(s), landscaping, hardscape, pedestrian lights and other appurtenances in accordance with the City of Hemet Standard Specifications for Public Works Construction and the Scenic Highway Design Manual.
30. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.

Lake Street

31. Install type "B" curb and gutter on an alignment 22 feet from the centerline in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-201 and ST-103.
32. Install match-in paving from the new curb and gutter to the existing pavement in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
33. Street structural sections shall be designed for a Traffic Index (TI) of 7.5. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.
34. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
35. Install a 25-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.
36. Install sidewalk and handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction.
37. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.
38. Install street trees 40-feet on-center in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.

Interior Streets

39. Install type "A" curb and gutter, in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-200, on an alignment 20 feet each side of the centerline.

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620

40. Install street paving from new gutter to new gutter lip in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
41. Street structural sections shall be designed for a Traffic Index (TI) of 7.0. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.
42. Install driveway approach in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards C-208, C-209, and C-210. In accordance with City of Hemet Resolution No. 1783, driveway widths and locations shall be approved by the City Engineer.
43. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
44. Install a 25-foot minimum radius curb return, spandrel and cross gutter at all intersections in accordance with the City of Hemet Standard Specifications for Public Works Construction.
45. Install a cul-de-sac in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard G-800.
46. Install sidewalk and handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction.
47. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.
48. Install stop signs, street name signs and red curb per instructions of the City Traffic Engineer.
49. Install street trees (one tree per lot or two per corner lot) in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.

DRAINAGE

50. The incremental increase in runoff between the developed and undeveloped property for the 100-year/6-hour storm must be retained on site. ***An "in-lieu" fee may be used upon approval by the City Engineer (amended by the PC on 11/18/03).***
51. Prior to the issuance of the Building Permit, the developer shall pay the Master Storm Drain Plan fee, at the currently adopted rate. ***A credit against the fees may be permitted upon approval of the City Engineer (amended by the PC on 11/18/03).***

52. Prior to the recordation of the Final Map the Developer shall submit to the City Engineer for review and approval, hydrology and hydraulic calculations sufficient to establish base flood elevations within and immediately adjacent to the project site. Improvements proposed by the Developer shall be taken into account when analyzing impacts to upstream, adjacent and downstream properties.
53. The retention facility, ***if determined to be required (amended by the PC on 11/18/03)***, shall be a numbered lot on the Final Map and be required to mitigate off-site flows through the project site in accordance with City of Hemet Resolution No. 2108.
54. Construction shall comply with Santa Ana Regional Water Quality Control Board Order #01-34 for the San Jacinto Watershed. Board clearance is required prior to grading permit issuance.
55. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).
56. Monumentation shall be provided in accordance with City of Hemet Standard Specifications for Public Works Construction Standard M-900 and M-900A. In lieu of Standard M-901, street centerline monuments shall conform with Riverside County Surveyor's Office provided that cross-ties are set in top of curbs and tie sheets are filed with the City Engineer.
57. Install underground storm drain lines and appurtenances, in accordance with the City of Hemet Standard Specifications for Public Works Construction on any street having a total length in excess of 600 feet, ***or an alternative method as approved by the City Engineer (amended by the PC on 11/18/03)***.

WATER

58. Domestic water service will be provided by LHMWD.

SEWER

59. Domestic sewer service will be provided by LHMWD.

LANDSCAPING

60. Prior to the establishment of the Lighting and Landscape Maintenance District, a landscape plan shall be submitted to Planning and Engineering for review and approval.
61. Prior to the issuance of a Certificate of Occupancy or finalization of the Building Permit, submit landscape "as builts" in public areas, and RP principle backflow prevention certification(s) for all water service.

FIRE DEPARTMENT CONDITIONS

AGENCY APPROVALS

62. Prior to the issuance of a building permit written proof shall be provided from the water purveyor that sufficient capacity is available for fire protection. The minimum required fire flow for this project is 1000 GPM @ 20psi residual pressure for a duration of 2 hours. Per CFC Appendix III-A, Fire flow and flow duration for dwellings having an area in excess of 3,600 square feet shall not be less than specified in Table A-III-A-1.

HYDRANTS AND FIRE PROTECTION SYSTEMS

63. Prior to combustible construction commencing, install, as required by the Uniform Fire Code Section 901.1, street (off-site) fire hydrants pursuant to the City of Hemet Standard Specifications for Public Works Construction. Distance between fire hydrants shall not exceed 300 feet without approval from the Fire Marshal.
64. In accordance with the Uniform Fire Code Section 901.3, the water system (mains and hydrants) shall be tested and accepted by the Fire Marshal prior to the commencement of combustible construction.

ACCESS

65. Prior to delivery of combustible materials on site, provide and maintain (an) all weather access roadway(s) 20-feet wide with a 13-foot 6-inch vertical clearance designed to support the imposed loads of fire apparatus in all weather conditions, as approved by the City of Hemet Fire Marshal in accordance with the Uniform Fire Code Sections 902.2.1 and 902.2.2.1 (dirt or native soil does not meet minimum requirements).
66. In accordance with the Uniform Fire Code Section 902.2.2.3, approved turnarounds are required on any access road in excess of 150 feet in length, per City of Hemet Fire Department Standards.
67. All cul-de-sacs shall conform to City Standards for length and turnaround radius (42' min). Provide secondary access for emergency vehicles on all streets over 600 feet in length.
68. This Project is in an area which is outside of the 5-minute response time as specified in the Public Facilities Element of the General Plan. In order to assist in mitigating response times into and out of this project, the applicant shall provide additional access to Florida Avenue via "McIntosh Street," ***or at a location to be determined by the Fire, Planning, Police and Engineering Department's and as approved by Caltrans (amended by PC on 11/18/03).***
69. Prior to final inspection for single family residential, "No Parking - Fire Lane" signs, hydrant markers and red curbing shall be provided to the specifications of the City of Hemet Fire

Marshal in accordance with the Uniform Fire Code Section 901.4 and 902.1 and Section 22500.1 of the California Vehicle Code.

70. Prior to final inspection, addresses shall be provided on all new and existing buildings in accordance with the Uniform Fire Code Section 901.4.4.
71. In accordance with the Uniform Fire Code Section 902.4, security gates if installed, shall be installed with a key switch to allow Fire and Police Department access pursuant to the City of Hemet Municipal Code and Fire Department Standards.
72. An emergency exit shall be provided in trap fence (gate shall remain unlocked when sales office is open).
73. Portable fire extinguishers shall be installed in each model home and sales office. The type and spacing shall be set by the City of Hemet Fire Marshal in accordance with Uniform Fire Code Section 1002.

POLICE DEPARTMENT CONDITIONS

74. The applicant shall be required to extend McIntosh Drive to Florida Avenue, ***or at a location to be determined by the Fire, Planning, Police and Engineering Department's and as approved by Caltrans (amended by PC on 11/18/03).***

SPECIAL CONDITIONS (added by the PC on 11/18/03)

75. The applicant shall provide stamped concrete at key locations along the two linear streets within the subdivision, and provide 36" box trees at the intersections to create traffic calming. The final locations of these items will be approved by the Public Works and Planning Department's prior to approval of the street improvement plans for this tract.

END

☐ **City of Hemet - Conditions of Approval** ☐
Vesting Tentative Tract Map No. 31620

EXHIBIT B

NEGATIVE DECLARATION WITH

ENVIRONMENTAL ASSESSMENT NO. 34276

[attached]

RIVERSIDE COUNTY PLANNING DEPARTMENT
NEGATIVE DECLARATION AND NOTICE OF DETERMINATION

Case No. (Mod) TR 25168, Amended No. 4
EA No. 34276 (334)

NEGATIVE DECLARATION

Based on the Initial Study, it has been determined that the proposed project will not have a significant environmental effect.

PROJECT DESCRIPTION AND LOCATION: *See attached Initial Study*

Joseph A. Richards, Planning Director

COMPLETED

By BRIAN Beck Title PLANNER III
Date 7-11-90

Case No. (Mod) TR 25168, Amended No. 4 (334)
Appl/Rep R.E.P. Development / A.W. Frick Land Div Sch A
Date Submitted 9-11-89 Developable Lots 217 Dev. Ac 52.6
Existing Zones R-2 Open Space Lots _____ O.Sp. Ac _____

Changes of Zones Only	Proposed Zoning					

ADOPTED

- ☐ Board of Supervisors
☒ Planning Commission
☐ Area Planning Council
☐ Planning Director
☐ _____ (Other)

Person verifying adoption BRIAN Beck
Date 9-19-90

NOTICE OF DETERMINATION

HEARING BODY OR OFFICER

- ☐ Board of Supervisors
☒ Planning Commission
☐ Area Planning Council
☐ Planning Director
☐ _____ (Other)

ACTION ON PROJECT

☒ Approval
☐ Disapproval
Date 9-19-90

Developable Lots 217 Dev. Ac 52.6 Open Space Lots _____ O.Sp. Ac _____

Changes of Zones Only	Approved Zones					

The project will not have a significant effect on the environment and a Negative Declaration has been adopted and may be examined at the Planning Department at the address below.

Person verifying action BRIAN Beck Title PLANNER III

RIVERSIDE COUNTY PLANNING DEPARTMENT
4080 LEMON STREET, 9TH FLOOR
RIVERSIDE, CA 92501

BOARD OF SUPERVISORS
FILED

NOV 27 1990

GERALD A. MALONEY
CLERK of the BOARD OF SUPERVISORS
County of Riverside, State of California

NOV 30 1990
DEC 30 1990
County of Riverside, California

By [Signature] COUNTY STAMP

1st White Original - County Clerk
2nd Canary - Case File
3rd Pink - Scheduling

RIVERSIDE COUNTY PLANNING DEPARTMENT

ENVIRONMENTAL ASSESSMENT FORM: STANDARD EVALUATION

ENVIRONMENTAL ASSESSMENT (EA) NUMBER: 34276 MODULE NUMBER: 334
 PROJECT CASE TYPE(s) AND NUMBER(s): TR 25168
 APPLICANT'S NAME: REP Development Corporation
 NAME OF PERSON(s) PREPARING EA: Reina Beck, Planner III

I. PROJECT INFORMATION

- A. DESCRIPTION (include proposed minimum lot size and uses as applicable): Riviera
52.6± acres into 203 residential lots at 2200 square
foot minimum lot size
- B. TOTAL PROJECT AREA: ACRES 52.6±; or SQUARE FEET _____
- C. ASSESSOR'S PARCEL NO.(s): 551-200-052, 053
- D. EXISTING ZONING: R-2 IS THE PROPOSAL IN CONFORMANCE? Yes
- E. PROPOSED ZONING: _____ IS THE PROPOSAL IN CONFORMANCE? _____
- F. STREET REFERENCES: North of Florida Avenue and East of
Lake Street
- G. SECTION, TOWNSHIP, RANGE DESCRIPTION OR ATTACH A LEGAL DESCRIPTION: Portions
of SE 1/4 of Sec. 7 and SW 1/4 of Sec. 8 T.55. R.1E.
- H. BRIEF DESCRIPTION OF THE EXISTING ENVIRONMENTAL SETTING OF THE PROJECT SITE AND ITS SURROUNDINGS:
The project site is located in an area characterized by
agricultural uses in a transition state to single family tract
developments. The project site shows evidence of recent
cultivation for agricultural crops, although it is apparently
not in that use presently.

II. COMPREHENSIVE GENERAL PLAN OPEN SPACE AND CONSERVATION DESIGNATION

Check the appropriate option(s) below and proceed accordingly:

- ☐ All or part of the project site is in "Adopted Specific Plans," "TEMAP" or "Ranchos Village Community Policy Areas". Complete Sections II, W (B and C only), V and VI.
- ☐ All or part of the project site is in "Areas Not Designated as Open Space". Complete Sections II, W (A, B and D only), V and VI.
- ☐ All or part of the project site has an Open Space and Conservation Designation other than those mentioned above. Complete Sections II, W (A, B, and E only), V and VI.

II. ENVIRONMENTAL HAZARDS AND RESOURCES ASSESSMENT

A. Indicate the nature of the proposed land use as determined from the descriptions as found in Comprehensive General Plan Figure V.2 (Circle One). This information is necessary to determine the appropriate land use suitability ratings in Section II.B.

NA - Not Applicable

Unsuitable

Unsuitable

Significant-High Risk

Significant-Low Risk

B. Indicate with a yes (Y) or no (N) whether any environmental hazard and/or resource issues may significantly affect or be affected by the proposal. All referenced figures are contained in the Comprehensive General Plan. For any issues marked yes (Y) enter additional data sources, agencies consulted, findings of fact and any mitigation measures under Section V. Also, where indicated, circle the appropriate land use suitability or noise acceptability ratings. (See definitions at bottom of this page).

HAZARDS

- | | |
|---|---|
| 1. <u>N</u> Airport-Private Special Studies or County Park Hazard Zones (Fig. V.1) | 12. <u>N</u> Airport Noise (Fig. E.10.5, E.12.11 & V.12 & 1994 ACLZ Report, M.A.F.B.) |
| 2. <u>N</u> (NA) PS U R (Fig. V.3) | 13. <u>N</u> (NA) A B C D (Fig. V.11) |
| 3. <u>N</u> (NA) S PS U R (Fig. V.4) | 14. <u>Y</u> (NA) A B C D (Fig. V.11) |
| 4. <u>N</u> (NA) S PS U R (Fig. V.5) | 15. <u>N</u> Other Noise |
| 5. <u>N</u> Slopes (Flv. Co. 500 Scale Slope Maps) | 16. <u>N</u> (NA) A B C D (Fig. V.11) |
| 6. <u>N</u> Landslide Risk Zone (Flv. Co. 500 Scale Seismic Maps or On-site Inspection) | 17. <u>Y</u> Project Generated Noise Affecting Sensitive Uses (Fig. V.11) |
| 7. <u>N</u> (NA) S PS U R (Fig. V.6) | 18. <u>Y</u> Noise Sensitive Project (Fig. V.11) <i>Residential</i> |
| 8. <u>N</u> Flood Hazard (On-site Inspection) | 19. <u>N</u> Air Quality Impacts From Project |
| 9. <u>N</u> Expansive Soils (U.S.D.A. Soil Conservation Service Soil Surveys) | 20. <u>N</u> Project Sensitive to Air Quality |
| 10. <u>N</u> Erosion (U.S.D.A. Soil Conservation Service Soil Surveys) | 21. <u>N</u> Water Quality Impacts From Project |
| 11. <u>N</u> Wind Erosion & Blowing (Fig. V.1, Ord. 450, Sec. 14.2 & Ord. 454) | 22. <u>N</u> Project Sensitive to Water Quality |
| 12. <u>N</u> Dam Inundation Area (Fig. V.7) | 23. <u>N</u> Hazardous Materials and Wastes |
| 13. <u>N</u> Floodplains (Fig. V.7) | 24. <u>N</u> Hazardous Fire Area (Fig. V.20 - V.21) |
| (NA) U R (Fig. V.8) | 25. <u>N</u> Other |
| | 26. <u>N</u> Other |

RESOURCES

- | | |
|--|--|
| 27. <u>Y</u> Agriculture (Fig. V.24 - V.25) <i>Prime</i> | 28. <u>Y</u> State Highways (Fig. V.26) <i>Florida</i> |
| 29. <u>N</u> In or Near an Agricultural Preserve | 29. <u>N</u> Historic Resources (Fig. V.22 - V.23) |
| 30. <u>N</u> Flv. Co. Agricultural Land Conservation District Maps | 30. <u>N</u> Technological Resources |
| 31. <u>Y</u> Wetlands (Fig. V.26 - V.27) <i>State For Area</i> | 31. <u>N</u> Technological Resources |
| 32. <u>N</u> Vegetation (Fig. V.28 - V.29) | 32. <u>N</u> Technological Resources |
| 33. <u>N</u> Wetland Resources (Fig. V.30 - V.31) | 33. <u>N</u> Other |
| 34. <u>Y</u> Wetland Resources (Fig. V.32 - V.33) | 34. <u>N</u> Other |
| 35. <u>N</u> Wetland Resources (Fig. V.34 - V.35) | 35. <u>N</u> Other |

Definitions for Land Use Suitability and Noise Acceptability Ratings

NA - Not Applicable

U - Unsuitable

S - Conditionally Acceptable

PS - Potentially Suitable

R - Restricted

US - Severely Unacceptable

PS - Potentially Suitable

A - Severely Acceptable

D - Land Use Discouraged

IV. LAND USE DETERMINATION

A. Complete this part unless the project is located in "Adopted Specific Plans", "TEMAP" or "Torchio Village Community Policy Areas."

1. OPEN SPACE AND CONSERVATION MAP DESIGNATION: Areas Not Designated
As open space
2. LAND USE PLANNING AREA: Hemet / San Jacinto
3. SUBAREA, IF ANY: East Hemet / Valle Vista
4. COMMUNITY POLICY AREA, IF ANY: Hemet / San Jacinto and Mtn. Calumet
5. COMMUNITY PLAN, IF ANY: ---
6. COMMUNITY PLAN DESIGNATION, IF ANY: ---
7. SUMMARY OF POLICIES AFFECTING PROPOSAL: Future development should generally follow the existing Category II pattern. The density of proposed subdivisions shall be compatible with the average density of the surrounding area. Low pressure sodium vapor lighting is required.

B. For all projects, indicate with a yes (Y) or no (N) whether any public facilities and/or services issues may significantly affect or be affected by the proposal. All referenced figures are contained in the Comprehensive General Plan. For any issue marked yes (Y), write data sources, agencies consulted, findings of fact, and mitigation measures under Section V.

PUBLIC FACILITIES AND SERVICES

- | | |
|--|--|
| 1 <u>Y</u> Circulation (Fig. N.1-N.11. Discuss in Sec. V Existing, Planned & Required Roads) | 10 <u>N</u> Equestrian Trails (Fig. N.19 - N.24/ Pln. Co. 900 State Equestrian Trail Maps) |
| 2 <u>N</u> Bike Trails (Fig. N.12 - N.13) | 11 <u>N</u> Utilities (Fig. N.25 - N.26) |
| 3 <u>N</u> Water (Agency Letters) | 12 <u>N</u> Libraries (Fig. N.17 - N.18) |
| 4 <u>N</u> Sewer (Agency Letters) | 13 <u>N</u> Health Services (Fig. N.17 - N.18) |
| 5 <u>N</u> Fire Services (Fig. N.16 - N.18) | 14 <u>N</u> Airports (Fig. E.10.2 - E.10.4, E.10.5 - E.10.10 & N.27 - N.28) |
| 6 <u>N</u> Sheriff Services (Fig. N.17 - N.18) | 15 <u>N</u> Disaster Preparedness |
| 7 <u>Y</u> Garbage (Fig. N.17 - N.18) | 16 <u>N</u> City Sphere of Influence |
| 8 <u>N</u> Solid Waste (Fig. N.17 - N.18) | 17 <u>N</u> Other <u>---</u> |
| 9 <u>Y</u> Parks and Recreation (Fig. N.19 - N.20) | |

C. If all or part of the project is located in "Adopted Specific Plans", "TEMAP" or "Torchio Village Community Policy Areas", review in detail the specific policies applying to the proposal, and complete the following:

1. State the relevant land use designations: ---
2. Based on this initial study, is the proposal consistent with the policies and designations of the appropriate document, and therefore consistent with the Comprehensive General Plan? If not, explain: ---

IV. LAND USE DETERMINATION (continued)

D. If all or part of the project site is in "Areas not Designated as Open Space", and is not in a Community Plan, complete questions 1, 2, 3, 6 and 7. Complete questions 4, 5, 6 and 7 if it is in a Community Plan.

1. Land use category(ies) necessary to support the proposed project. Also indicate land use type (i.e. residential, commercial, etc.) Category II Residential

2.

Current land use category(ies) for the site based on existing conditions. Also indicate land use type (i.e. residential, commercial, etc.) Category III Residential

3. If D.1 differs from D.2, will the difference be resolved at the development stage? Explain: Yes.

Category II residential, water and sewer services will be met through the conditions of approval.

4. Community Plan designation(s): _____

5. Is the proposed project consistent with the policies and designations of the Community Plan? _____

If not, explain: _____

6. Is the proposal compatible with existing and proposed surrounding land uses? Yes

If not, explain: _____

7. Based on this initial study, is the proposal consistent with the Comprehensive General Plan? Yes

If not, reference by Section and Issue Number those issues identifying inconsistencies: _____

E. If all or part of the project site is in an Open Space and Conservation designation, complete the following:

1. State the designation(s): _____

2. Is the proposal consistent with the designation(s)? If not, explain: _____

3. Based on this initial study, is the proposal consistent with the Comprehensive General Plan? _____

If not, reference by Section and Issue Number those issues identifying inconsistencies: _____

V. INFORMATION SOURCES, FINDINGS OF FACT AND MITIGATION MEASURES

A. ADDITIONAL INFORMATION REQUIRED BEFORE ENVIRONMENTAL ASSESSMENT CAN BE COMPLETED:

SECTION/ ISSUE NO.	INFORMATION REQUIRED	DATE INFORMATION REQUESTED	DATE INFORMATION RECEIVED	AGENCY RESPONSE DATE/NOTE
III.B.14/17	Acoustical Study	11-16-89	3-20-90	5-30-90
IV.B.1	Traffic Study	10-5-89	11-16-89	5-22-90

B. For each issue marked yes (Y) under Sections III.B and IV.B, identify the Section and issue number and do the following, in the format as shown below:

1. List all additional relevant data sources, including agencies consulted.
2. State all findings of fact regarding environmental concerns.
3. State specific mitigation measures, if identifiable without requiring an environmental impact report (E.I.R.)
4. If additional information is required before the environmental assessment can be completed, refer to Subsection A.
5. If additional sheets are needed to complete this section, check the box at the end of the section and attach the necessary sheets.

SECTION/
ISSUE NO.

SOURCES, AGENCIES CONSULTED, FINDINGS OF FACT, MITIGATION MEASURES:

III.B.14/17 Significant noise is generated by traffic along Florida Avenue. This concern will be mitigated through the Health Department - Division of Special Services' letter of 5-30-90.

III.B.26 The project site is designated as prime farmland. The area is in transition from agricultural uses to single family tract development. It is not economically feasible to fence the site at this time. This is not a significant impact, therefore.

III.B.28 The project site is located within the historic zone of the Stephens' town. However, the project site does not contain occupied habitat nor is it located in a study area. Implementation of Ordinance No. 563 will mitigate this concern.

VI. INFORMATION SOURCES, FINDINGS OF FACT AND MITIGATION MEASURES (continued)

SECTION/
SUBLE NO.

SOURCES, AGENCIES CONSULTED, FINDINGS OF FACT, MITIGATION MEASURES:

III.B.31 The project site is located over a thermal water resource area. It is not economically feasible to develop this technology at this time. This is not a significant impact, therefore.

III.B.32 Florida Avenue is designated as an eligible state scenic highway. This concern will be mitigated through project design which incorporates a 25 foot wide landscape area along Florida Avenue.

IV.B.1 Development of the project will generate additional traffic. This concern will be mitigated through the conditions of approval outlined in the Transportation Department's letter of 5-22-90.

IV.B.2 Development of the project will impact schools on a cumulative basis. Payment of school fees required by state law will mitigate this concern.

IV.B.3 Development of the project will impact parks on a cumulative basis. Payment of park fees required by Valleywide Park and Recreation District's letter of 3-1-90 will mitigate this concern.

☐ See attached pages.

32. ENVIRONMENTAL IMPACT DETERMINATION:

☐ The project will not have a significant effect on the environment and a Negative Declaration may be prepared.

☐ The project could have a significant effect on the environment; however, there will not be a significant effect in this case because the mitigation measures described in Section V have been applied to the project and a Negative Declaration may be prepared.

☐ The project may have a significant effect on the environment and an Environmental Impact Report is required.

Prepared by: Brian Beck, Planner DIT Date: 7-11-90

EXHIBIT C

SUBDIVISION IMPROVEMENT AGREEMENT – TRACT NO. 31620-1

[attached]

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**
(Document exempt from recording fees
pursuant to Cal. Gov. Code § 27383)

CITY OF HEMET
Attn: City Manager
445 East Florida Avenue
Hemet, California 92543

DOC # 2005-1065982

12/28/2005 08:00A Fee:NC

Page 1 of 34

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 31620-1

By and Between

**THE CITY OF HEMET,
a municipal corporation**

and

**JDP DEVELOPMENT, INC.,
a California corporation**

DATED: December 1, 2005

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 31620-1

This Subdivision Improvement Agreement ("Agreement") is entered into as of this 1st day of December, 2005 by and between the City of Hemet, a municipal corporation ("City") and JDP Development, Inc. ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A". The tract map is identified in City records as Tract Map No. 31620-1. On December 17, 2003, the City conditionally approved Tract No. 31620-1.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.), ("Map Act") the City Ordinances, the conditions of approval for Tract No. 31620-1, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 31620-1.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for Tract No. 31620-1.

DEFINED TERMS

"Developer" shall mean JDP Development, Inc., a California corporation. The term "Developer" shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

"Estimated Costs" shall mean the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

"Litigation Expenses" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the prosecution of an action or



proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

"Map Act" shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

"Property" shall mean the all of the real property contained within the boundaries of Tract Map No. 31620-1 located in the City of Hemet, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment "A."

"Public Improvements" shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 31620-1 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 31620-1. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment "B". Notwithstanding, Attachment "B", Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Vesting Tentative Tract Map 31620-1.

"Required Insurance" shall mean the insurance required to be maintained by Developer under Section 17.

"Security" shall mean surety bonds in the amounts and under the terms of Section 12 or other security approved by City Engineer or City Attorney.

"Tract No. 31620-1." shall mean the final map prepared and approved by the City for vesting tentative tract map no. 31620-1.

"Warranty" shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

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:

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;



1.2 **Final Map and Agreement Approval.** The City Council of the City ("City Council") approves the final map for Tract No. 31620-1 and this Agreement;

1.3 **Record Agreement.** Developer and City execute the Agreement and City records this Agreement in the Recorder's Office of the County of Riverside; and

1.4 **Record Final Map.** Developer records the final map for Tract No. 31620-1 in the Recorder's Office of the County of Riverside.

If the above described conditions are not satisfied in the order, manner and within the time provided under this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its own cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all



applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property. The conditions of approval which have not been satisfied prior to the date of this Agreement are identified on Exhibit "D" hereto.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this



Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within three years (36 months) following approval of the final map for Tract No. 31620-1.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 31620-1 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 31620-1 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies



providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 31620-1, or as required by other governmental agencies having jurisdiction over Tract No. 31620-1.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Developer's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.



10.2 **City Acceptance of Public Improvements.** If Tract No. 31620-1 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY; SURETY BONDS.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below. The amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **Five Hundred Eighty Three Thousand, Eight Hundred Sixty-Five and 50/100 dollars (\$583,865.50)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs.



12.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31620-1, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31620-1.

12.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **Five Hundred Eighty Three Thousand, Eight Hundred Sixty-Five and 50/100 dollars (\$583,865.50)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.4 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.5 **Form of Security.** The evidence of the Security shall be provided on the forms set forth in Attachment "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Attachment "C" and incorporated herein by this reference.

12.6 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.



13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 31620-1 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of **Five Thousand Four Hundred Dollars (\$5,400.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 31620-1.

14. **LIEN.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

15. **SIGNS AND ADVERTISING.** Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.



17. INSURANCE.

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 **General Liability.** Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 **Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required



Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 **Term; Cancellation Notice.** Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18. **DEFAULT; NOTICE; REMEDIES.**

18.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Developer shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

18.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require



all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

18.3 **Other Remedies.** No action by City pursuant to Section 18.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

19. GENERAL PROVISIONS.

19.1 **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

19.2 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

19.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Hemet
Attn: City Manager
445 E. Florida Avenue
Hemet, CA 92543

DEVELOPER:

JDP Development, Inc.
Attn: John D. Petty
P.O. Box 4511
Hemet CA 92546-4511



Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

19.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

19.7 **Assignment or Transfer of Agreement.** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

19.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

19.9 **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

19.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is



involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 31620-1, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

19.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

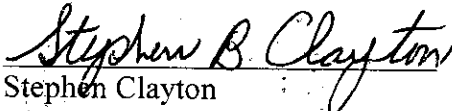
19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

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

CITY OF HEMET

By: 
Steve Temple, City Manager

ATTEST:

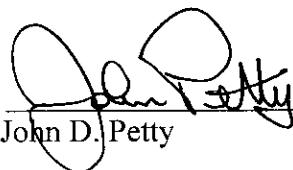

Stephen Clayton
City Clerk



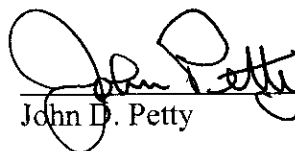
APPROVED AS TO FORM

By: 
Eric S. Vail
City Attorney

By: JDP Development, Inc.
a California corporation

By: 
John D. Petty

Its: President

By: 
John D. Petty

Its: Secretary

NOTE: DEVELOPER'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.



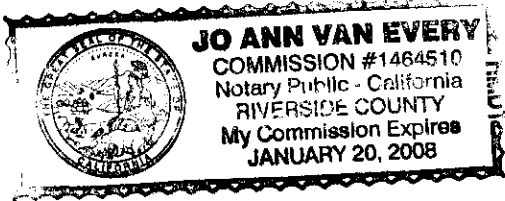
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On Dec. 14, 2005 before me, JO ANN VAN EVERY NOTARY PUBLIC personally appeared John D. Petty,

☐ personally known to me - OR - ☒ 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.



WITNESS my hand and official seal.

Jo Ann Van Every
(SIGNATURE OF NOTARY)

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
PRESIDENT / SECRETARY
TITLE(S)

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

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

JDP Development, Inc.

DESCRIPTION OF ATTACHED DOCUMENT

FINAL MAP 3/020-1
SUBDIVISION IMPROVEMENT AGREEMENT
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

12-1-05

DATE OF DOCUMENT

STEVE TEMPLE

STEPHEN CLAYTON

SIGNER(S) OTHER THAN NAMED ABOVE



EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

PARCEL 4 OF PARCEL MAP 24398, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 162 PAGES 47 THROUGH 50, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACT(S) 25168-1 AND 25168-2, AS SHOWN BY MAP ON FILE IN BOOK 284, PAGES 53 THROUGH 62, ALL INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.



EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 31620-1

[See Engineer's Estimates Attached]





**HUNSAKER
& ASSOCIATES**
IRVINE, INC.

Preliminary Cost Estimate for Bonding Purposes

Project Name: Orchard TR 31620-1
Location: City of Hemet, California
Type of plan: Street Improvement Plan

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
<u>STREET IMPROVEMENTS</u>					
1.	CONSTRUCT CURB & GUTTER A-6	4,296	LF	\$8.50	\$36,516.00
2.	CONSTRUCT ACCESS RAMP	8	EA	\$700.00	\$5,600.00
3.	CONC. DRIVE APPROACH	5,832	SF	\$5.50	\$32,076.00
4.	CONSTRUCT SIDEWALK 400 & 401	19,920	SF	\$3.25	\$64,740.00
5.	REMOVE BARRICADE	70	LF	\$10.00	\$700.00
6.	CONST. 10' GUTTER & SPANDREL	2,826	SF	\$8.00	\$22,608.00
7.	CONSTRUCT 3" AC OVER 4" AB	84,693	SF	\$1.00	\$84,693.00
8.	CONSTRUCT UTILITY TRENCH	-	EA	\$0.00	\$0.00
9.	INSTALL STREET NAME SIGN	3	EA	\$275.00	\$825.00
10.	INSTALL STREET LIGHT 120V	8	EA	\$2,500.00	\$20,000.00
11.	INSTALL CATCH BASIN	7	EA	\$2,400.00	\$16,800.00
12.	INSTALL 10" PVC SCH 80 DRAINLINE	2,179	LF	\$25.00	\$54,475.00
13.	INSTALL 10" CLEANOUT	11	EA	\$1,800.00	\$19,800.00
TOTAL STREET IMPROVEMENTS					\$358,833.00





Preliminary Budget for Bonding Purposes

PROJECT NAME: TR 31620-1

LOCATION: City of Hemet (A portion of Orange Grove Ave, a portion of McIntosh, and Plum Place)

TYPE OF PLAN: Sewer & Water Quantities

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
<u>WATER IMPROVEMENTS</u>					
20	8" C-900 CLASS 150 PVC WATER PIPE	2,235	LF	\$21.00	\$46,935.00
21	FIRE HYDRANT ASSEMBLY	7	EA	\$2,300.00	\$16,100.00
22	TEE W/ INDICATED BUTTERFLY VALVES	3	EA	\$1,000.00	\$3,000.00
23	REMOVE PLUG AND JOIN	2	EA	\$500.00	\$1,000.00
24	1" WATER SERVICE	55	EA	\$650.00	\$35,750.00
SUB-TOTAL WATER IMPROVEMENTS					\$102,785.00
CONTINGENCY					10% \$10,278.50
TOTAL WATER IMPROVEMENTS					\$113,063.50

SEWER IMPROVEMENTS

40	8" ARMCO TRUSS SEWER PIPE	1,943	LF	\$30.00	\$58,290.00
41	MANHOLE	6	EA	\$2,500.00	\$15,000.00
42	CLEANOUT	1	EA	\$500.00	\$500.00
43	REMOVE PLUG & JOIN	2	EA	\$500.00	\$1,000.00
44	4" SEWER LATERAL	54	EA	\$500.00	\$27,000.00
SUB-TOTAL SEWER IMPROVEMENTS					\$101,790.00
CONTINGENCY					10% \$10,179.00
TOTAL SEWER IMPROVEMENTS					\$111,969.00



EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 31620-1

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 583,865.50

Surety: American Contractors Indemnity Company

Attorney-in-fact: Balance Surety Insurance Service

Address: 17780 Fitch, Suite 150
Irvine CA 92614

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 583,865.50

Surety: American Contractors Indemnity Company

Attorney-in-fact: Balance Surety Insurance Service

Address: 17780 Fitch, Suite 150
Irvine CA 92614

CASH MONUMENT SECURITY: \$ 5,400.00

Amount deposited per Cash Receipt No. _____ Date: _____



EXHIBIT "D"
LIST OF TRACT MAP CONDITIONS
OF APPROVAL NOT SATISFIED

[To Be Inserted]



EXHIBIT 1A

CITY OF HEMET PLANNING COMMISSION REVISED RESIDENTIAL CONDITIONS OF APPROVAL

PLANNING COMMISSION DATE: NOVEMBER 18, 2003
CITY COUNCIL APPEAL DATE: DECEMBER 17, 2003

PROJECT NO.: VESTING TENTATIVE TRACT MAP No. 31620
APPLICANT: JDP Development, Inc.
AGENT: John Petty
LOCATION: The northeast corner of Lake Street and Florida Avenue
APN: 551-201-063, 066
OCCUPANCY: This project has been reviewed as an R any other use will require further review.

PLANNING DEPARTMENT CONDITIONS

General Requirements:

1. Vesting Tentative Tract Map No. 31620 shall become null and void on **November 18, 2005** (two calendar years from the date of approval), unless the final map is approved by the City Council and recorded with the County of Riverside prior to the expiration date. A time extension may be granted by the Planning Commission in accordance with Hemet Municipal Code and the Subdivision Map Act, provided a written request for a time extension is submitted the Planning Department prior to the expiration date. No formal notice of expiration will be given by the City.
2. Approval of Vesting Tentative Tract Map No. 31620 shall become effective on **November 29, 2003** unless it is appealed to the City Council by **November 28, 2003** (10 calendar days after action by the Planning Commission). The appeal shall be in writing and shall be accompanied by the required fee.
3. The conditions of approval of this project shall supersede all conflicting notations, specifications, dimensions, typical sections, and the like, which may be shown on the tentative project plans.
4. This project site shall be developed in accordance with the approved plan(s) and the conditions contained herein.
5. This project shall comply with all sections of the Zoning Ordinance, Subdivision Ordinance and all other applicable Local, State and Federal laws and regulations in effect at the time of the building permit application and/or time of recordation, including the I.C.B.O. Uniform

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620



Building Code, Uniform Fire Code, and City and State Handicapped Accessibility Requirements (California Code of Regulations, Title 24). This condition does not apply to vesting maps.

6. Prior to the issuance of building permits, the applicant shall be subject to all applicable development fees at the rate in effect at the time of building permit application. Such fees may include, but not be limited to: School Fees, Master Plan Storm Drainage Fees, Permit and Plan Checking Fees, Water and Sewer Service Fees, and Capital Facility Fees. Per December 17, 2003 City Council Appeal Staff Report and Approved City Council Motion:

This condition was recommended on the project in compliance with the Subdivision Map Act and the City's Subdivision Ordinance. In addition, City staff was told by Valley Wide Recreation and Park District that **park fees** for the tentative tract map processed through the County (TTM No. 25168) had not paid by the applicant. Staff has now found that this information was incorrect, and in a letter dated February 1, 1990 from Valley Wide Recreation and Park District, the tentative tract map processed through the County was conditioned to dedicate and improve Bill Gray Park (Attachment 3). Park fees shall not be required and included in the above referenced condition.

7. Vesting Tentative Tract Map No. 31620 was deemed substantially complete on July 10, 2003. In accordance with City policy regarding vesting tentative tract maps, development of the proposed subdivision project is exempt from the required fees of the Transportation Uniform Mitigation Fee (TUMF) program.
8. Construction activity shall meet the requirements of Hemet Municipal Code Chapter 30, Article II.
9. Signs are not approved as part of this subdivision Project. Signs, in accordance with the Zoning Ordinance, may be approved at a later time prior to the issuance of sign permits.
10. Prior to any grading or drainage activity, a grading and/or drainage plan shall be prepared and submitted to the City Engineer and Planning Department for review and approval. No grading or drainage work shall occur without a grading permit and/or the permission of the City Engineer.
11. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620



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 City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

Subdivision:

12. Prior to review and approval of the final map by the City Council, a General Plan Amendment shall be reviewed and approved by the Planning Commission and City Council. The General Plan Amendment shall change the current land use designation from Commercial to R-1 (Single Family Residential).
13. ~~Prior to the appeal period ending for Vesting Tentative Tract Map NO. 31620, the applicant shall submit five sets of revised tract maps that show the required five-foot easement beyond edge of right-of-way for the interior street system in compliance with Planning Commission policy. The street cross sections on the tract map shall also be revised to show the five-foot easement and meandering sidewalk. This information shall be provided on the final map prior to review by the City Council.~~ ***The final location of the meandering sidewalk(s) is to be determined by the Planning Director prior to preparation of the street improvement plans (amended by PC on 11/18/03)***
Appealed by City Council Motion on December 17, 2003.
14. The developer shall install U. S. Postal Service approved neighborhood mailboxes prior to occupancy.
15. Prior to or concurrently with the recordation of the Final Map, a Lighting & Landscaping Maintenance District or alternative maintenance mechanism acceptable to the City shall be established. In the event that the Lighting & Landscaping Maintenance District (LLMD) is required, the property owner of record shall execute a property owner ballot agreeing to formation of or annexation to an LLMD.
16. The applicant shall provide each prospective home owner with a copy the Conditions, Covenants & Restrictions (CC&R's) for the proposed project. The final CC&R's shall be reviewed and approved by the Planning Department and City Attorney prior to recordation of the final tract map.

Design Review/Buildings:

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620



17. This project shall comply with the City's Single Family Residential Design Guidelines approved by the City Council on February 25, 2003 (CC Resolution No. 3700), and shall be architecturally compatible with adjacent residences. Prior to the issuance of a building permit, the applicant shall submit a Site Development Review (SDR) application for Planning Commission review and approval. After approval of the Site Development Review project, the Planning Director shall have the authority to adjust up to 20% of the home/plot plans. The Site Development Review application shall provide all submittal information as required by the Single Family Residential Design Guidelines.
18. The developer shall provide all homes with central air conditioning.

Landscaping:

19. This project shall comply with the landscape design requirements outlined in the City's Single Family Residential Design Guidelines approved by the City Council on February 25, 2003 (CC Resolution No. 3700).
20. The applicant shall provide a disclosure notice to each prospective buyer and to each new property owner within this subdivision. The disclosure notice shall be recorded against all properties within this subdivision which states the following:
- A. The property owner is aware of any required financing mechanisms for the subdivision project such as Landscape, Lighting & Maintenance District (LLMD), Landscape-Lighting & Parks Maintenance District (LLPMD) or Conditions, Covenants and Restrictions (CC&R's).
 - B. The property owner is responsible for the irrigation of parkway landscaping adjacent to their home as well as any landscaping adjoining their exterior side yard. Any lack of landscape/irrigation maintenance is subject to code violation actions.
21. Prior to the issuance of a Certificate of Occupancy or finalization of the Building Permit, landscaped areas shall have an automatic irrigation system, with automatic timers, installed and operational, unless cash or a bond is posted to guarantee completion.
22. A one-year Faithful Performance bond shall be posted to guarantee installation, plant health, and established growth prior to the issuance of occupancy permits. The bond may be reduced by the City after installation has been approved.
23. All interior residential streets shall have parkways adjacent to curb. Street trees shall be planted at a minimum of one (1) tree for every 40 feet of street frontage in accordance with City guidelines. Parkway areas within the public R-O-W shall include the installation of ground cover (planted a minimum of 12-inches on-center) or turf and the installation of automated irrigation. Maintenance of the street trees shall be through a Lighting & Landscaping Maintenance District (LLMD) or alternative maintenance mechanism acceptable to the City.

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620



24. All public landscaped areas shall be maintained by the developer for a minimum of one-year to assure continued growth and health. Continued maintenance of public areas shall be guaranteed by establishment of a home owners association or alternative mechanism approved by the Planning Director.

Environmental:

25. During construction, should any archaeological artifacts be discovered, the Planning Department shall be notified immediately, and all work shall cease until a qualified archaeologist has examined the artifacts and the site and submitted findings and recommendations to the Planning Department. Commencement of construction shall be upon the approval of the Planning Department.
26. The applicant shall use low intensity lights for the perimeter lighting and all lighting shall be hooded or directed to shine into the residential neighborhood area minimizing light spillage into the adjacent native habitats.

BUILDING DEPARTMENT CONDITIONS

No Conditions have been provided for this project by the Building Department.

PUBLIC WORKS/ENGINEERING DEPARTMENT CONDITIONS

Unless otherwise stated, all improvements shall be installed prior to the issuance of a certificate of occupancy or the clearance of a final building permit.

STREETS

Florida Avenue

27. Install curb and gutter on an alignment 38 feet from the centerline in accordance with Caltrans' requirements.
28. Install street paving to match the new curb and gutter per Caltrans requirements. Prior to the commencement of any improvement work on or along Florida Avenue an encroachment permit must be obtained from Caltrans.
29. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
30. Install a 35-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620

31. Submit a signing and striping plan for Florida Avenue. Plans shall be prepared by a California Registered Civil Engineer.
32. Install sidewalk, handicap ramp(s), landscaping, hardscape, pedestrian lights and other appurtenances in accordance with the City of Hemet Standard Specifications for Public Works Construction and the Scenic Highway Design Manual.
33. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.

Lake Street

34. Install type "B" curb and gutter on an alignment 22 feet from the centerline in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-201 and ST-103.
35. Install match-in paving from the new curb and gutter to the existing pavement in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
36. Street structural sections shall be designed for a Traffic Index (TI) of 7.5. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.
37. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
38. Install a 25-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.
39. Install sidewalk and handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction.
40. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.
41. Install street trees 40-feet on-center in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620



Interior Streets

42. Install type "A" curb and gutter, in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-200, on an alignment 20 feet each side of the centerline.
43. Install street paving from new gutter to new gutter lip in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
44. Street structural sections shall be designed for a Traffic Index (TI) of 7.0. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.
45. Install driveway approach in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards C-208, C-209, and C-210. In accordance with City of Hemet Resolution No. 1783, driveway widths and locations shall be approved by the City Engineer.
46. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
47. Install a 25-foot minimum radius curb return, spandrel and cross gutter at all intersections in accordance with the City of Hemet Standard Specifications for Public Works Construction.
48. Install a cul-de-sac in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard G-800.
49. Install sidewalk and handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction.
50. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.
51. Install stop signs, street name signs and red curb per instructions of the City Traffic Engineer.
52. Install street trees (one tree per lot or two per corner lot) in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.

DRAINAGE

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620



53. ~~The incremental increase in runoff between the developed and undeveloped property for the 100-year/6-hour storm must be retained on site. An "in-lieu" fee may be used upon approval by the City Engineer (amended by the PC on 11/18/03).~~

Per December 17, 2003 City Council Appeal Staff Report and Approved City Council Motion:

These two conditions (53 & 54, which were formerly 50 & 51 due to an error in numbering) are standard conditions recommended by the Public Works Department for all subdivisions. However, the applicant has provided the City with information that fees have already been contributed to the master plan storm drain system for this area (Attachment 4). Based on this new information which was not known at the time the vesting tentative tract map was approved by the Planning Commission, the Public Works Department is recommending that these conditions be deleted from the PC Resolution No. 03-60.

54. ~~Prior to the issuance of the Building Permit, the developer shall pay the Master Storm Drain Plan fee, at the currently adopted rate. A credit against the fees may be permitted upon approval of the City Engineer (amended by the PC on 11/18/03).~~

Per December 17, 2003 City Council Appeal Staff Report and Approved City Council Motion:

These two conditions (53 & 54) are standard conditions recommended by the Public Works Department for all subdivisions. However, the applicant has provided the City with information that fees have already been contributed to the master plan storm drain system for this area (Attachment 4). Based on this new information which was not known at the time the vesting tentative tract map was approved by the Planning Commission, the Public Works Department is recommending that these conditions be deleted from the PC Resolution No. 03-60.

55. Prior to the recordation of the Final Map the Developer shall submit to the City Engineer for review and approval, hydrology and hydraulic calculations sufficient to establish base flood elevations within and immediately adjacent to the project site. Improvements proposed by the Developer shall be taken into account when analyzing impacts to upstream, adjacent and downstream properties.
56. The retention facility, **if determined to be required (amended by the PC on 11/18/03)**, shall be a numbered lot on the Final Map and be required to mitigate off-site flows through the project site in accordance with City of Hemet Resolution No. 2108.
57. Construction shall comply with Santa Ana Regional Water Quality Control Board Order #01-34 for the San Jacinto Watershed. Board clearance is required prior to grading permit issuance.
58. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620

59. Monumentation shall be provided in accordance with City of Hemet Standard Specifications for Public Works Construction Standard M-900 and M-900A. In lieu of Standard M-901, street centerline monuments shall conform with Riverside County Surveyor's Office provided that cross-ties are set in top of curbs and tie sheets are filed with the City Engineer.
60. Install underground storm drain lines and appurtenances, in accordance with the City of Hemet Standard Specifications for Public Works Construction on any street having a total length in excess of 600 feet, ***or an alternative method as approved by the City Engineer (amended by the PC on 11/18/03).***

WATER

61. Domestic water service will be provided by LHMWD.

SEWER

62. Domestic sewer service will be provided by LHMWD.

LANDSCAPING

63. Prior to the establishment of the Lighting and Landscape Maintenance District, a landscape plan shall be submitted to Planning and Engineering for review and approval.
64. Prior to the issuance of a Certificate of Occupancy or finalization of the Building Permit, submit landscape "as built" in public areas, and RP principle backflow prevention certification(s) for all water service.

FIRE DEPARTMENT CONDITIONS

AGENCY APPROVALS

65. Prior to the issuance of a building permit written proof shall be provided from the water purveyor that sufficient capacity is available for fire protection. The minimum required fire flow for this project is 1000 GPM @ 20psi residual pressure for a duration of 2 hours. Per CFC Appendix III-A, Fire flow and flow duration for dwellings having an area in excess of 3,600 square feet shall not be less than specified in Table A-III-A-1.

HYDRANTS AND FIRE PROTECTION SYSTEMS

66. Prior to combustible construction commencing, install, as required by the Uniform Fire Code Section 901.1, street (off-site) fire hydrants pursuant to the City of Hemet Standard Specifications for Public Works Construction. Distance between fire hydrants shall not exceed 300 feet without approval from the Fire Marshal.

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620

67. ~~In accordance with the Uniform Fire Code Section 901.3, the water system (mains and hydrants) shall be tested and accepted by the Fire Marshal prior to the commencement of combustible construction.~~

Appealed by City Council Motion on December 17, 2003.

ACCESS

68. Prior to delivery of combustible materials on site, provide and maintain (an) all weather access roadway(s) 20-feet wide with a 13-foot 6-inch vertical clearance designed to support the imposed loads of fire apparatus in all weather conditions, as approved by the City of Hemet Fire Marshal in accordance with the Uniform Fire Code Sections 902.2.1 and 902.2.2.1 (dirt or native soil does not meet minimum requirements).
69. In accordance with the Uniform Fire Code Section 902.2.2.3, approved turnarounds are required on any access road in excess of 150 feet in length, per City of Hemet Fire Department Standards.
70. All cul-de-sacs shall conform to City Standards for length and turnaround radius (42' min). Provide secondary access for emergency vehicles on all streets over 600 feet in length.
71. ~~This Project is in an area which is outside of the 5-minute response time as specified in the Public Facilities Element of the General Plan. In order to assist in mitigating response times into and out of this project, the applicant shall provide additional access to Florida Avenue via "McIntosh Street," or at a location to be determined by the Fire, Planning, Police and Engineering Department's and as approved by Caltrans (amended by PC on 11/18/03).~~
- Appealed by City Council Motion on December 17, 2003.
72. Prior to final inspection for single family residential, "No Parking - Fire Lane" signs, hydrant markers and red curbing shall be provided to the specifications of the City of Hemet Fire Marshal in accordance with the Uniform Fire Code Section 901.4 and 902.1 and Section 22500.1 of the California Vehicle Code.
73. Prior to final inspection, addresses shall be provided on all new and existing buildings in accordance with the Uniform Fire Code Section 901.4.4.
74. In accordance with the Uniform Fire Code Section 902.4, security gates if installed, shall be installed with a key switch to allow Fire and Police Department access pursuant to the City of Hemet Municipal Code and Fire Department Standards.
75. An emergency exit shall be provided in trap fence (gate shall remain unlocked when sales office is open).

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620

76. Portable fire extinguishers shall be installed in each model home and sales office. The type and spacing shall be set by the City of Hemet Fire Marshal in accordance with Uniform Fire Code Section 1002.

POLICE DEPARTMENT CONDITIONS

77. ~~The applicant shall be required to extend McIntosh Drive to Florida Avenue, or at a location to be determined by the Fire, Planning, Police and Engineering Department's and as approved by Caltrans (amended by PC on 11/18/03).~~
Appealed by City Council Motion on December 17, 2003. (Same as condition number 68)

SPECIAL CONDITIONS (added by the PC on 11/18/03)

78. ~~The applicant shall provide stamped concrete at key locations along the two linear streets within the subdivision, and provide 36" box trees at the intersections to create traffic calming. The final locations of these items will be approved by the Public Works and Planning Department's prior to approval of the street improvement plans for this tract.~~
Per December 17, 2003 City Council Appeal Staff Report and Approved City Council Motion:

This condition was approved by the Planning Commission to achieve traffic calming given the straightness and length of Orange Grove and Tangerine Avenues, in addition to visually enhancing the street-scape. The applicant has met with the Planning Director, and an agreement was reached whereby at least five (5) 36"-box trees per street will be provided along both sides of these two streets that will be staggered to achieve visual interest and traffic calming. Staff recommends that this condition be revised reflect the language noted above.

END

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620



EXHIBIT D

SUBDIVISION IMPROVEMENT AGREEMENT – TRACT 31620

[attached]

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**
(Document exempt from recording fees
pursuant to Cal. Gov. Code § 27383)

CITY OF HEMET
Attn: City Manager
445 East Florida Avenue
Hemet, California 92543

DOC # 2006-0003559

01/04/2006 08:00A Fee:NC

Page 1 of 34

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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**SUBDIVISION IMPROVEMENT AGREEMENT
FINAL TRACT MAP 31620**

By and Between

**THE CITY OF HEMET,
a municipal corporation**

and

**JDP DEVELOPMENT, INC.,
a California corporation**

DATED: December 1, 2005

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 31620

This Subdivision Improvement Agreement ("Agreement") is entered into as of this 1st day of December, 2005 by and between the City of Hemet, a municipal corporation ("City") and JDP Development, Inc. ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A". The tract map is identified in City records as Tract Map No. 31620. On December 17, 2003, the City conditionally approved Tract No. 31620.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.), ("Map Act") the City Ordinances, the conditions of approval for Tract No. 31620, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 31620.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for Tract No. 31620.

DEFINED TERMS

"Developer" shall mean JDP Development, Inc., a California corporation. The term "Developer" shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

"Estimated Costs" shall mean the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

"Litigation Expenses" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the prosecution of an action or



proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

"Map Act" shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

"Property" shall mean the all of the real property contained within the boundaries of Tract Map No. 31620 located in the City of Hemet, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment "A."

"Public Improvements" shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 31620 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 31620. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment "B". Notwithstanding, Attachment "B", Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Vesting Tentative Tract Map 31620.

"Required Insurance" shall mean the insurance required to be maintained by Developer under Section 17.

"Security" shall mean surety bonds in the amounts and under the terms of Section 12 or other security approved by City Engineer or City Attorney.

"Tract No. 31620." shall mean the final map prepared and approved by the City for vesting tentative tract map no. 31620.

"Warranty" shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

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:

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;



1.2 **Final Map and Agreement Approval.** The City Council of the City ("City Council") approves the final map for Tract No. 31620 and this Agreement;

1.3 **Record Agreement.** Developer and City execute the Agreement and City records this Agreement in the Recorder's Office of the County of Riverside; and

1.4 **Record Final Map.** Developer records the final map for Tract No. 31620 in the Recorder's Office of the County of Riverside.

If the above described conditions are not satisfied in the order, manner and within the time provided under this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its own cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all



applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property. The conditions of approval which have not been satisfied prior to the date of this Agreement are identified on Exhibit "D" hereto.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this



Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within three years (36 months) following approval of the final map for Tract No. 31620.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 31620 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 31620 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies



providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 31620, or as required by other governmental agencies having jurisdiction over Tract No. 31620.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Developer's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.



10.2 **City Acceptance of Public Improvements.** If Tract No. 31620 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY; SURETY BONDS.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below. The amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **Four Hundred Twenty Eight Thousand, Two Hundred Five and 72/100 dollars (\$428,205.72)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs.



12.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31620, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31620.

12.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **Four Hundred Twenty Eight Thousand, Two Hundred Five and 72/100 dollars (\$428,205.72)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.4 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.5 **Form of Security.** The evidence of the Security shall be provided on the forms set forth in Attachment "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Attachment "C" and incorporated herein by this reference.

12.6 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.



13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 31620 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of **Four Thousand Seven Hundred Dollars (\$4,700.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 31620.

14. **LIEN.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

15. **SIGNS AND ADVERTISING.** Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.



17. INSURANCE.

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 **General Liability.** Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 **Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required



Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 **Term; Cancellation Notice.** Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18. **DEFAULT; NOTICE; REMEDIES.**

18.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Developer shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

18.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require



all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

18.3 **Other Remedies.** No action by City pursuant to Section 18.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

19. GENERAL PROVISIONS.

19.1 **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

19.2 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

19.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Hemet
Attn: City Manager
445 E. Florida Avenue
Hemet, CA 92543

DEVELOPER:

JDP Development, Inc.
Attn: John D. Petty
P.O. Box 4511
Hemet CA 92546-4511



Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

19.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

19.7 **Assignment or Transfer of Agreement.** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

19.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

19.9 **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

19.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is



involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 31620, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

19.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

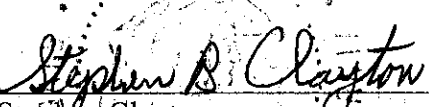
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY OF HEMET

By: 

Steve Temple, City Manager

ATTEST:

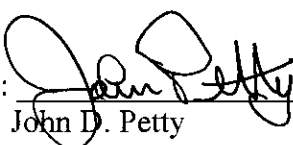

Stephen Clayton
City Clerk



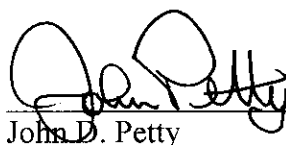
APPROVED AS TO FORM

By: 
Eric S. Vall
City Attorney

By: JDP Development, Inc.
a California corporation

By: 
John D. Petty

Its: President

By: 
John D. Petty

Its: Secretary

NOTE: DEVELOPER'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.

RIV #4837-5047-1680 v2

- 15 -



2006-0003559
01/04/2006 08:00A
16 of 34

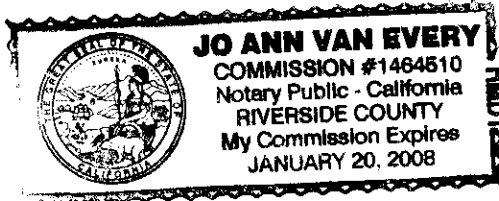
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On DEC. 14, 2005 before me, JO ANN VAN EVERY personally appeared John D. Petty,
NOTARY PUBLIC

☐ personally known to me - OR - ☒ 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.



WITNESS my hand and official seal.

Jo Ann Van Every
(SIGNATURE OF NOTARY)

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
PRESIDENT, SECRETARY
TITLE(S)

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

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
IDP DEVELOPMENT, INC.

DESCRIPTION OF ATTACHED DOCUMENT

FINAL MAP 31620
SUBDIVISION IMPROVEMENT AGREEMENT
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

12 - 1 - 05
DATE OF DOCUMENT

STEVE TEMPLE
STEPHEN CLAYTON
SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4837-5047-1680 v2



2006-0003559
01/04/2006 08:00A
17 of 34

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 4 OF PARCEL MAP 24398, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 162 PAGES 47 THROUGH 50, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACT(S) 25168-1 AND 25168-2, AS SHOWN BY MAP ON FILE IN BOOK 284, PAGES 53 THROUGH 62, ALL INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

RJV #4837-5047-1680 v2

1

SUBDIVISION IMPROVEMENT AGREEMENT



2006-0003559
01/04/2006 08:00A
18 of 34

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 31620

[See Engineer's Estimates Attached]

RIV #4837-5047-1680 v2

1

SUBDIVISION IMPROVEMENT AGREEMENT



2006-0003559
01/04/2006 08:00A
19 of 34



Preliminary Cost Estimate for Bonding Purposes

Project Name: Orchard TR 31620
Location: City of Hemet
Type of plan: Street Improvement Plan

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
<u>STREET IMPROVEMENTS</u>					
1.	CONSTRUCT CURB & GUTTER A-6	3,520	LF	\$8.50	\$29,920.00
2.	CONSTRUCT ACCESS RAMP	4	EA	\$700.00	\$2,800.00
3.	CONC.DRIVE APPROACH	5,076	SF	\$5.50	\$27,918.00
4.	CONSTRUCT SIDEWALK 400 & 401	16,870	SF	\$3.25	\$54,827.50
5.	REMOVE BARRICADE	-	LF	\$10.00	\$0.00
6.	CONST. 10' GUTTER & SPANDREL	583	SF	\$8.00	\$4,665.12
7.	CONSTRUCT 3" AC OVER 4" AB	69,253	SF	\$1.00	\$69,253.00
8.	CONSTRUCT UTILITY TRENCH	-	EA	\$0.00	\$0.00
9.	INSTALL STREET NAME SIGN	2	EA	\$275.00	\$550.00
10.	INSTALL STREET LIGHT 120V	8	EA	\$2,500.00	\$20,000.00
11	INSTALL CATCH BASIN PER DETAIL	2	EA	\$2,400.00	\$4,800.00
12	INSTALL 10" PVC SCH 80 DRAINLINE	689	LF	\$25.00	\$17,225.00
13	INSTALL 10" CLEANOUT	4	EA	\$1,800.00	\$7,200.00
TOTAL STREET IMPROVEMENTS					\$239,158.62

2006-0903553
91/04/2006 08:00A
29 of 34





Preliminary Budget for Bonding Purposes

PROJECT NAME: TR 31620

LOCATION: City of Hemet (Tangerine Ave, portions of Kern, and McIntosh)

TYPE OF PLAN: Sewer & Water Quantities

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
<u>WATER IMPROVEMENTS</u>					
20	8" C-900 CLASS 150 PVC WATER PIPE	1,761	LF	\$21.00	\$36,981.00
21	FIRE HYDRANT ASSEMBLY	6	EA	\$2,300.00	\$13,800.00
22	TEE W/ INDICATED BUTTERFLY VALVES	2	EA	\$1,000.00	\$2,000.00
24	1" WATER SERVICE	46	EA	\$650.00	\$29,900.00
SUB-TOTAL WATER IMPROVEMENTS					\$82,681.00
CONTINGENCY				10%	\$8,268.10
TOTAL WATER IMPROVEMENTS					\$90,949.10
<u>SEWER IMPROVEMENTS</u>					
40	8" ARMCO TRUSS SEWER PIPE	1,756	LF	\$30.00	\$52,680.00
41	MANHOLE	5	EA	\$2,500.00	\$12,500.00
42	CLEANOUT	1	EA	\$500.00	\$500.00
44	4" SEWER LATERAL	47	EA	\$500.00	\$23,500.00
SUB-TOTAL SEWER IMPROVEMENTS					\$89,180.00
CONTINGENCY				10%	\$8,918.00
TOTAL SEWER IMPROVEMENTS					\$98,098.00

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 31620

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 428,205.72

Surety: American Contractors Indemnity Company

Attorney-in-fact: Balance Surety Insurance Service

Address: 17780 Fitch, Suite 150
Irvine CA 92614

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 428,205.72

Surety: American Contractors Indemnity Company

Attorney-in-fact: Balance Surety Insurance Service

Address: 17780 Fitch, Suite 150
Irvine CA 92614

CASH MONUMENT SECURITY: \$ 4,700.00

Amount deposited per Cash Receipt No. Date:

EXHIBIT "D"
LIST OF TRACT MAP CONDITIONS
OF APPROVAL NOT SATISFIED
[To Be Inserted]

RIV #4837-5047-1680 v2

1

SUBDIVISION IMPROVEMENT AGREEMENT



2006-0003559
01/04/2006 08:00A
23 of 34

EXHIBIT 1A

**CITY OF HEMET PLANNING COMMISSION
REVISED RESIDENTIAL CONDITIONS OF APPROVAL**

PLANNING COMMISSION DATE: NOVEMBER 18, 2003
CITY COUNCIL APPEAL DATE: DECEMBER 17, 2003

PROJECT NO.: VESTING TENTATIVE TRACT MAP No. 31620
APPLICANT: JDP Development, Inc.
AGENT: John Petty
LOCATION: The northeast corner of Lake Street and Florida Avenue
APN: 551-201-063, 066
OCCUPANCY: This project has been reviewed as an R any other use will require further review.

PLANNING DEPARTMENT CONDITIONS

General Requirements:

1. Vesting Tentative Tract Map No. 31620 shall become null and void on **November 18, 2005** (two calendar years from the date of approval), unless the final map is approved by the City Council and recorded with the County of Riverside prior to the expiration date. A time extension may be granted by the Planning Commission in accordance with Hemet Municipal Code and the Subdivision Map Act, provided a written request for a time extension is submitted the Planning Department prior to the expiration date. No formal notice of expiration will be given by the City.
2. Approval of Vesting Tentative Tract Map No. 31620 shall become effective on **November 29, 2003** unless it is appealed to the City Council by **November 28, 2003** (10 calendar days after action by the Planning Commission). The appeal shall be in writing and shall be accompanied by the required fee.
3. The conditions of approval of this project shall supersede all conflicting notations, specifications, dimensions, typical sections, and the like, which may be shown on the tentative project plans.
4. This project site shall be developed in accordance with the approved plan(s) and the conditions contained herein.
5. This project shall comply with all sections of the Zoning Ordinance, Subdivision Ordinance and all other applicable Local, State and Federal laws and regulations in effect at the time of the building permit application and/or time of recordation, including the I.C.B.O. Uniform

☐ **City of Hemet - Conditions of Approval** ☐
Vesting Tentative Tract Map No. 31620



Building Code, Uniform Fire Code, and City and State Handicapped Accessibility Requirements (California Code of Regulations, Title 24). This condition does not apply to vesting maps.

6. Prior to the issuance of building permits, the applicant shall be subject to all applicable development fees at the rate in effect at the time of building permit application. Such fees may include, but not be limited to: School Fees, Master Plan Storm Drainage Fees, Permit and Plan Checking Fees, Water and Sewer Service Fees, and Capital Facility Fees.

Per December 17, 2003 City Council Appeal Staff Report and Approved City Council Motion:

This condition was recommended on the project in compliance with the Subdivision Map Act and the City's Subdivision Ordinance. In addition, City staff was told by Valley Wide Recreation and Park District that **park fees** for the tentative tract map processed through the County (TTM No. 25168) had not paid by the applicant. Staff has now found that this information was incorrect, and in a letter dated February 1, 1990 from Valley Wide Recreation and Park District, the tentative tract map processed through the County was conditioned to dedicate and improve Bill Gray Park (Attachment 3). Park fees shall not be required and included in the above referenced condition.

7. Vesting Tentative Tract Map No. 31620 was deemed substantially complete on July 10, 2003. In accordance with City policy regarding vesting tentative tract maps, development of the proposed subdivision project is exempt from the required fees of the Transportation Uniform Mitigation Fee (TUMF) program.
8. Construction activity shall meet the requirements of Hemet Municipal Code Chapter 30, Article II.
9. Signs are not approved as part of this subdivision Project. Signs, in accordance with the Zoning Ordinance, may be approved at a later time prior to the issuance of sign permits.
10. Prior to any grading or drainage activity, a grading and/or drainage plan shall be prepared and submitted to the City Engineer and Planning Department for review and approval. No grading or drainage work shall occur without a grading permit and/or the permission of the City Engineer.
11. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities

☐ **City of Hemet - Conditions of Approval** ☐
Vesting Tentative Tract Map No. 31620

2

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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 City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

Subdivision:

12. Prior to review and approval of the final map by the City Council, a General Plan Amendment shall be reviewed and approved by the Planning Commission and City Council. The General Plan Amendment shall change the current land use designation from Commercial to R-1 (Single Family Residential).
13. ~~Prior to the appeal period ending for Vesting Tentative Tract Map NO. 31620, the applicant shall submit five sets of revised tract maps that show the required five-foot easement beyond edge of right-of-way for the interior street system in compliance with Planning Commission policy. The street cross sections on the tract map shall also be revised to show the five-foot easement and meandering sidewalk. This information shall be provided on the final map prior to review by the City Council. **The final location of the meandering sidewalk(s) is to be determined by the Planning Director prior to preparation of the street improvement plans (amended by PC on 11/18/03)**~~
Appealed by City Council Motion on December 17, 2003.
14. The developer shall install U. S. Postal Service approved neighborhood mailboxes prior to occupancy.
15. Prior to or concurrently with the recordation of the Final Map, a Lighting & Landscaping Maintenance District or alternative maintenance mechanism acceptable to the City shall be established. In the event that the Lighting & Landscaping Maintenance District (LLMD) is required, the property owner of record shall execute a property owner ballot agreeing to formation of or annexation to an LLMD.
16. The applicant shall provide each prospective home owner with a copy the Conditions, Covenants & Restrictions (CC&R's) for the proposed project. The final CC&R's shall be reviewed and approved by the Planning Department and City Attorney prior to recordation of the final tract map.

Design Review/Buildings:

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620

17. This project shall comply with the City's Single Family Residential Design Guidelines approved by the City Council on February 25, 2003 (CC Resolution No. 3700), and shall be architecturally compatible with adjacent residences. Prior to the issuance of a building permit, the applicant shall submit a Site Development Review (SDR) application for Planning Commission review and approval. After approval of the Site Development Review project, the Planning Director shall have the authority to adjust up to 20% of the home/plot plans. The Site Development Review application shall provide all submittal information as required by the Single Family Residential Design Guidelines.
18. The developer shall provide all homes with central air conditioning.

Landscaping:

19. This project shall comply with the landscape design requirements outlined in the City's Single Family Residential Design Guidelines approved by the City Council on February 25, 2003 (CC Resolution No. 3700).
20. The applicant shall provide a disclosure notice to each prospective buyer and to each new property owner within this subdivision. The disclosure notice shall be recorded against all properties within this subdivision which states the following:
- A. The property owner is aware of any required financing mechanisms for the subdivision project such as Landscape, Lighting & Maintenance District (LLMD), Landscape-Lighting & Parks Maintenance District (LLPMD) or Conditions, Covenants and Restrictions (CC&R's).
 - B. The property owner is responsible for the irrigation of parkway landscaping adjacent to their home as well as any landscaping adjoining their exterior side yard. Any lack of landscape/irrigation maintenance is subject to code violation actions.
21. Prior to the issuance of a Certificate of Occupancy or finalization of the Building Permit, landscaped areas shall have an automatic irrigation system, with automatic timers, installed and operational, unless cash or a bond is posted to guarantee completion.
22. A one-year Faithful Performance bond shall be posted to guarantee installation, plant health, and established growth prior to the issuance of occupancy permits. The bond may be reduced by the City after installation has been approved.
23. All interior residential streets shall have parkways adjacent to curb. Street trees shall be planted at a minimum of one (1) tree for every 40 feet of street frontage in accordance with City guidelines. Parkway areas within the public R-O-W shall include the installation of ground cover (planted a minimum of 12-inches on-center) or turf and the installation of automated irrigation. Maintenance of the street trees shall be through a Lighting & Landscaping Maintenance District (LLMD) or alternative maintenance mechanism acceptable to the City.

☐ **City of Hemet - Conditions of Approval** ☐
Vesting Tentative Tract Map No. 31620

2006-0803559
01/04/2006 08:00A
28 of 34



24. All public landscaped areas shall be maintained by the developer for a minimum of one-year to assure continued growth and health. Continued maintenance of public areas shall be guaranteed by establishment of a home owners association or alternative mechanism approved by the Planning Director.

Environmental:

25. During construction, should any archaeological artifacts be discovered, the Planning Department shall be notified immediately, and all work shall cease until a qualified archaeologist has examined the artifacts and the site and submitted findings and recommendations to the Planning Department. Recommencement of construction shall be upon the approval of the Planning Department.
26. The applicant shall use low intensity lights for the perimeter lighting and all lighting shall be hooded or directed to shine into the residential neighborhood area minimizing light spillage into the adjacent native habitats.

BUILDING DEPARTMENT CONDITIONS

No Conditions have been provided for this project by the Building Department.

PUBLIC WORKS/ENGINEERING DEPARTMENT CONDITIONS

Unless otherwise stated, all improvements shall be installed prior to the issuance of a certificate of occupancy or the clearance of a final building permit.

STREETS

Florida Avenue

27. Install curb and gutter on an alignment 38 feet from the centerline in accordance with Caltrans' requirements.
28. Install street paving to match the new curb and gutter per Caltrans requirements. Prior to the commencement of any improvement work on or along Florida Avenue an encroachment permit must be obtained from Caltrans.
29. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
30. Install a 35-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.

☐ **City of Hemet - Conditions of Approval** ☐
Vesting Tentative Tract Map No. 31620

2006-0003559
01/04/2006 08:00A
29 of 34



31. Submit a signing and striping plan for Florida Avenue. Plans shall be prepared by a California Registered Civil Engineer.
32. Install sidewalk, handicap ramp(s), landscaping, hardscape, pedestrian lights and other appurtenances in accordance with the City of Hemet Standard Specifications for Public Works Construction and the Scenic Highway Design Manual.
33. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.

Lake Street

34. Install type "B" curb and gutter on an alignment 22 feet from the centerline in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-201 and ST-103.
35. Install match-in paving from the new curb and gutter to the existing pavement in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
36. Street structural sections shall be designed for a Traffic Index (TI) of 7.5. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.
37. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
38. Install a 25-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.
39. Install sidewalk and handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction.
40. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.
41. Install street trees 40-feet on-center in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.

☐ **City of Hemet - Conditions of Approval** ☐
Vesting Tentative Tract Map No. 31620

6

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2006-0003559
01/04/2006 08:00A
31 of 34



Interior Streets

- 42. Install type "A" curb and gutter, in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-200, on an alignment 20 feet each side of the centerline.
- 43. Install street paving from new gutter to new gutter lip in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
- 44. Street structural sections shall be designed for a Traffic Index (TI) of 7.0. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.
- 45. Install driveway approach in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards C-208, C-209, and C-210. In accordance with City of Hemet Resolution No. 1783, driveway widths and locations shall be approved by the City Engineer.
- 46. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
- 47. Install a 25-foot minimum radius curb return, spandrel and cross gutter at all intersections in accordance with the City of Hemet Standard Specifications for Public Works Construction.
- 48. Install a cul-de-sac in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard G-800.
- 49. Install sidewalk and handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction.
- 50. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.
- 51. Install stop signs, street name signs and red curb per instructions of the City Traffic Engineer.
- 52. Install street trees (one tree per lot or two per corner lot) in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.

DRAINAGE

☐ **City of Hemet - Conditions of Approval** ☐
Vesting Tentative Tract Map No. 31620
7

2006-0003559
01/04/2006 08:00A
31 of 34



53. ~~The incremental increase in runoff between the developed and undeveloped property for the 100-year/6-hour storm must be retained on site. An "in-lieu" fee may be used upon approval by the City Engineer (amended by the PC on 11/18/03).~~

Per December 17, 2003 City Council Appeal Staff Report and Approved City Council Motion:

These two conditions (53 & 54, which were formerly 50 & 51 due to an error in numbering) are standard conditions recommended by the Public Works Department for all subdivisions. However, the applicant has provided the City with information that fees have already been contributed to the master plan storm drain system for this area (Attachment 4). Based on this new information which was not known at the time the vesting tentative tract map was approved by the Planning Commission, the Public Works Department is recommending that these conditions be deleted from the PC Resolution No. 03-60.

54. ~~Prior to the issuance of the Building Permit, the developer shall pay the Master Storm Drain Plan fee, at the currently adopted rate. A credit against the fees may be permitted upon approval of the City Engineer (amended by the PC on 11/18/03).~~

Per December 17, 2003 City Council Appeal Staff Report and Approved City Council Motion:

These two conditions (53 & 54) are standard conditions recommended by the Public Works Department for all subdivisions. However, the applicant has provided the City with information that fees have already been contributed to the master plan storm drain system for this area (Attachment 4). Based on this new information which was not known at the time the vesting tentative tract map was approved by the Planning Commission, the Public Works Department is recommending that these conditions be deleted from the PC Resolution No. 03-60.

55. Prior to the recordation of the Final Map the Developer shall submit to the City Engineer for review and approval, hydrology and hydraulic calculations sufficient to establish base flood elevations within and immediately adjacent to the project site. Improvements proposed by the Developer shall be taken into account when analyzing impacts to upstream, adjacent and downstream properties.
56. The retention facility, **if determined to be required (amended by the PC on 11/18/03)**, shall be a numbered lot on the Final Map and be required to mitigate off-site flows through the project site in accordance with City of Hemet Resolution No. 2108.
57. Construction shall comply with Santa Ana Regional Water Quality Control Board Order #01-34 for the San Jacinto Watershed. Board clearance is required prior to grading permit issuance.
58. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620

59. Monumentation shall be provided in accordance with City of Hemet Standard Specifications for Public Works Construction Standard M-900 and M-900A. In lieu of Standard M-901, street centerline monuments shall conform with Riverside County Surveyor's Office provided that cross-ties are set in top of curbs and tie sheets are filed with the City Engineer.
60. Install underground storm drain lines and appurtenances, in accordance with the City of Hemet Standard Specifications for Public Works Construction on any street having a total length in excess of 600 feet, *or an alternative method as approved by the City Engineer (amended by the PC on 11/18/03).*

WATER

61. Domestic water service will be provided by LHMWD.

SEWER

62. Domestic sewer service will be provided by LHMWD.

LANDSCAPING

63. Prior to the establishment of the Lighting and Landscape Maintenance District, a landscape plan shall be submitted to Planning and Engineering for review and approval.
64. Prior to the issuance of a Certificate of Occupancy or finalization of the Building Permit, submit landscape "as built" in public areas, and RP principle backflow prevention certification(s) for all water service.

FIRE DEPARTMENT CONDITIONS

AGENCY APPROVALS

65. Prior to the issuance of a building permit written proof shall be provided from the water purveyor that sufficient capacity is available for fire protection. The minimum required fire flow for this project is 1000 GPM @ 20psi residual pressure for a duration of 2 hours. Per CFC Appendix III-A, Fire flow and flow duration for dwellings having an area in excess of 3,600 square feet shall not be less than specified in Table A-III-A-1.

HYDRANTS AND FIRE PROTECTION SYSTEMS

66. Prior to combustible construction commencing, install, as required by the Uniform Fire Code Section 901.1, street (off-site) fire hydrants pursuant to the City of Hemet Standard Specifications for Public Works Construction. Distance between fire hydrants shall not exceed 300 feet without approval from the Fire Marshal.

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620

67. ~~In accordance with the Uniform Fire Code Section 901.3, the water system (mains and hydrants) shall be tested and accepted by the Fire Marshal prior to the commencement of combustible construction.~~
Appealed by City Council Motion on December 17, 2003.

ACCESS

68. Prior to delivery of combustible materials on site, provide and maintain (an) all weather access roadway(s) 20-feet wide with a 13-foot 6-inch vertical clearance designed to support the imposed loads of fire apparatus in all weather conditions, as approved by the City of Hemet Fire Marshal in accordance with the Uniform Fire Code Sections 902.2.1 and 902.2.2.1 (dirt or native soil does not meet minimum requirements).
69. In accordance with the Uniform Fire Code Section 902.2.2.3, approved turnarounds are required on any access road in excess of 150 feet in length, per City of Hemet Fire Department Standards.
70. All cul-de-sacs shall conform to City Standards for length and turnaround radius (42' min). Provide secondary access for emergency vehicles on all streets over 600 feet in length.
71. ~~This Project is in an area which is outside of the 5-minute response time as specified in the Public Facilities Element of the General Plan. In order to assist in mitigating response times into and out of this project, the applicant shall provide additional access to Florida Avenue via "McIntosh Street," or at a location to be determined by the Fire, Planning, Police and Engineering Department's and as approved by Caltrans (amended by PC on 11/18/03).~~
Appealed by City Council Motion on December 17, 2003.
72. Prior to final inspection for single family residential, "No Parking - Fire Lane" signs, hydrant markers and red curbing shall be provided to the specifications of the City of Hemet Fire Marshal in accordance with the Uniform Fire Code Section 901.4 and 902.1 and Section 22500.1 of the California Vehicle Code.
73. Prior to final inspection, addresses shall be provided on all new and existing buildings in accordance with the Uniform Fire Code Section 901.4.4.
74. In accordance with the Uniform Fire Code Section 902.4, security gates if installed, shall be installed with a key switch to allow Fire and Police Department access pursuant to the City of Hemet Municipal Code and Fire Department Standards.
75. An emergency exit shall be provided in trap fence (gate shall remain unlocked when sales office is open).

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620

76. Portable fire extinguishers shall be installed in each model home and sales office. The type and spacing shall be set by the City of Hemet Fire Marshal in accordance with Uniform Fire Code Section 1002.

POLICE DEPARTMENT CONDITIONS

77. ~~The applicant shall be required to extend McIntosh Drive to Florida Avenue, or at a location to be determined by the Fire, Planning, Police and Engineering Department's and as approved by Caltrans (amended by PC on 11/18/03).~~
Appealed by City Council Motion on December 17, 2003. (Same as condition number 68)

SPECIAL CONDITIONS (added by the PC on 11/18/03)

78. ~~The applicant shall provide stamped concrete at key locations along the two linear streets within the subdivision, and provide 36" box trees at the intersections to create traffic calming. The final locations of these items will be approved by the Public Works and Planning Department's prior to approval of the street improvement plans for this tract.~~
Per December 17, 2003 City Council Appeal Staff Report and Approved City Council Motion:
This condition was approved by the Planning Commission to achieve traffic calming given the straightness and length of Orange Grove and Tangerine Avenues, in addition to visually enhancing the street-scape. The applicant has met with the Planning Director, and an agreement was reached whereby at least five (5) 36"-box trees per street will be provided along both sides of these two streets that will be staggered to achieve visual interest and traffic calming. Staff recommends that this condition be revised reflect the language noted above.

END

☐ City of Hemet - Conditions of Approval ☐
Vesting Tentative Tract Map No. 31620

Item 6.A

VTTM 31620 TUMF Appeal - City of Hemet

Attachment 4

Letter from WRCOG Executive Director denying the DR Horton Appeal dated February 16, 2021

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Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale
City of Hemet • City of Jurupa Valley • City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco
City of Perris • City of Riverside • City of San Jacinto • City of Temecula • City of Wildomar • Eastern Municipal Water District
Western Municipal Water District • Riverside County Superintendent of Schools

March 2, 2021

David E. Watson
Duane Morris LLP
750 B Street, Suite 2900
San Diego, CA 92101-4681

Subject: Denial of Appeal for TUMF Fees for Tract Nos. 31620-1 and 31620

Dear Mr. Watson:

Western Riverside Council of Governments ("WRCOG") has reviewed your January 21, 2021, letter with respect to an appeal of the Transportation Uniform Mitigation Fee (TUMF) charged in connection with your development of the Citrus Pointe Project. Contrary to the assertions in your letter, WRCOG is denying your request for an appeal for the reasons stated below.

You assert that an exemption from TUMF is a condition to approval of the Vesting Tentative Tract Maps (VTTM). Your letter quotes Condition No. 7 of the VTTM, which reads as follows:

"Vesting Tentative Tract Map No. 31620 was deemed substantially complete on July 10, 2003. In accordance with City policy regarding vesting tentative tract maps, development of the proposed subdivision project is exempt from the required fees of the Transportation Uniform Mitigation Fee (TUMF) program."

Government Code section 66452.6(a)(1) provides the effective period for VTTM. It provides as follows:

"An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 12 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way which abut the boundary of the property to be subdivided and which are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 36 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval. However, a tentative map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. The number of phased final maps that may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map." (*Emphasis Added.*)

Implementing the State law quoted above, the City of Hemet Municipal Code provides that “approval of conditional approval of a vesting tentative map by the city shall expire two years after such approval.” (HMC, § 70-167.)

Based on the above, WRCOG concludes that the VTTM is expired. Because the VTTM expired between 24 to 36 months after the initial approval, Condition No. 7 expired. For this reason, WRCOG denies your appeal and concludes that the Citrus Pointe Project is subject to the imposition of TUMF.

In accordance with the TUMF Administrative Plan (January 7, 2019) Section X(C)(1), if you would like to further appeal this decision you must submit a written request for review to the WRCOG Executive Committee Chairperson in order for this matter to be taken to an upcoming WRCOG Administration & Finance Committee meeting. The current Executive Committee Chairperson is Kevin Bash from the City of Norco.

To ensure prompt response to any further correspondence including a request for an appeal, please direct all further correspondence to our legal counsel, Steven DeBaun at Best, Best, and Krieger. Mr. DeBaun's email address is Steven.DeBaun@BBKLAW.COM.

Sincerely,

A handwritten signature in cursive script that reads "Rick Bishop".

Rick Bishop
Executive Director



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: 2021 TUMF CCI Adjustment Update

Contact: Ivana Medina, Senior Analyst, imedina@wrcog.us, (951) 405-6753

Date: June 9, 2021

The purpose of this item is to request a recommendation regarding the Construction Cost Index (CCI) adjustment to the TUMF schedule.

Requested Action:

1. Recommend that the Executive Committee approve the 2021 Construction Cost Index adjustment for each land use type.

WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Each of WRCOG's member agencies and the March JPA participates in the Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. WRCOG, as administrator of the TUMF Program, allocates TUMF to the Riverside County Transportation Commission (RCTC), groupings of jurisdictions – referred to as TUMF Zones – based on the amounts of fees collected in these groups, the Western Riverside County Regional Conservation Authority (RCA), and the Riverside Transit Agency (RTA).

Background

Staff is required to bring annual CCI adjustment information through the WRCOG Committee structure for discussion and recommendation for consideration by the Executive Committee. The CCI is an administrative element of the TUMF Program and is intended to keep the dollar value of the TUMF Program whole. In recent years, the Executive Committee has not approved a CCI adjustment to the TUMF, except for the 2019 CCI adjustment. Staff did not bring forward a CCI adjustment in 2020 due to the COVID-19 pandemic.

Proposed CCI Adjustment to the Existing TUMF

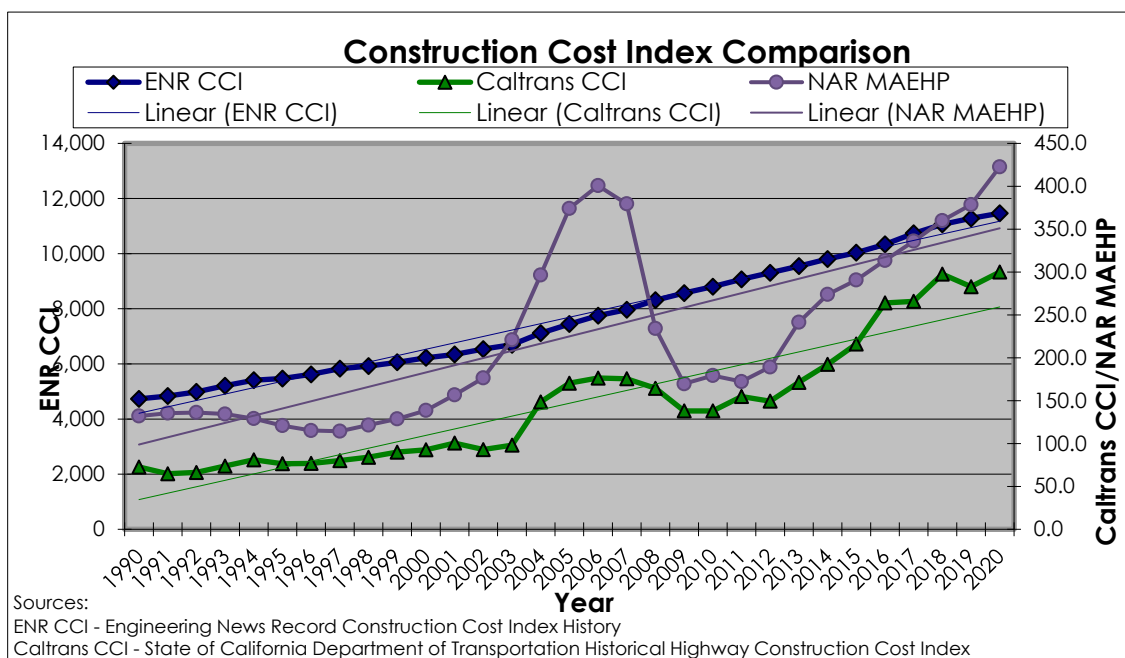
WRCOG plans to conduct a TUMF Nexus Study beginning in the fall 2021. The Study will take 12 - 18 months to complete and staff will propose a new fee structure that reflects the evaluation of the TUMF Network, TUMF project costs and current economic factors, such as construction costs. The purpose of an annual CCI adjustment consideration is to make sure the dollar value of the TUMF Program remains constant. Without these incremental adjustments based on the annual CCI evaluation, there is a high possibility that the new fee structure, as a result of the Nexus Study update, will increase dramatically compared to the current fee structure. It is staff's recommendation to adopt annual CCI's in order to keep fee adjustments incremental.

Since the adoption of the last TUMF Nexus Study, construction, labor, and land costs have demonstrated an increasing trend. Though the Caltrans CCI is not a factor in determining the adjustment to the TUMF, it is shown in the below graph to demonstrate the sharp increase. Factors contributing to the increase include tariffs and the rebounding economy placing competition on transportation construction from other sectors for

materials and labor. This is intended to demonstrate the rising costs of transportation improvements in the state, including a handful of interchange projects that are currently underway in the WRCOG subregion.

The Executive Committee adopted two indices in the last Nexus Study as the basis for completing CCI adjustments to the TUMF schedule of fees. The CCI adjustments are based on a combination of the change in the Engineering News Record Construction Cost Index (ENR CCI) and the change in the National Association of Realtors Median Price for a Single-Family Home in the San Bernardino / Riverside MSA (NAR). Typically, the TUMF CCI adjustment is based on the percentage increase in the ENR CCI for a 12-month period, and the percentage increase in the NAR for a 12-month period. However, since no CCI adjustment was brought forward and implemented in 2020 due to the COVID-19 pandemic, the 2021 CCI adjustment encompasses the past two years of time based on available data.

As depicted in the figure below, the ENR CCI has increased by approximately 3.9% and the NAR Median Sales Price of Existing Single-Family Homes in the Riverside / San Bernardino Metropolitan Statistical Area has increased 18.4% from December / 4th Quarter 2018 to December / 4th Quarter 2020.



The table below documents the current TUMF schedule, the initial staff recommendation of the 2021 CCI adjustment, and the Public Works Committee (PWC) and Technical Advisory Committee (TAC) recommendations. Per the TUMF Administrative Plan, WRCOG is required to present the proposed CCI adjustment for consideration by the Executive Committee each year.

Any CCI adjustment that is approved by the Executive Committee would require the adoption of a new TUMF Ordinance by member agencies in the fall of 2021. The new fee schedule would not go into effect until January 1, 2022.

Land Use Type	Units	Current TUMF	Initial Staff Recommendation	PWC Recommendation	TAC Recommendation (3%)
Single-Family Residential	DU	\$9,810	\$10,730	\$10,730	\$10,104
Multi-Family Residential	DU	\$6,389	\$6,988	\$6,988	\$6,580
Retail	SF	\$7.50*	\$7.50*	\$14.23	\$7.72
Service	SF	\$4.75	\$5.20	\$5.20	\$4.89
Industrial	SF	\$1.81	\$1.98	\$1.98	\$1.86

Next Steps

WRCOG is requesting that the Executive Committee approve the 2021 Construction Cost Index adjustment for each land use type. Staff provided a presentation on this item at the May PWC meeting and that Committee's recommendation was to implement the full CCI adjustment rate for each land use, including the retail rate, and that the currently frozen retail rate end and be adjusted to its appropriate value. Discussion during the meeting highlighted that because retail is mostly driven by demographic factors, a reduced rate was not truly incentivizing retail development and creating a revenue shortfall for the TUMF program. Retail and Service land uses also receive a 3,000 square foot (SF) reduction if under 20,000 SF. No change to this policy is recommended at this time. Because of previous Executive Committee direction, staff recommended to the PWC that the retail rate be maintained at the current \$7.50 level. Staff did note during the PWC discussion that the retail fee generates approximately 3% of all TUMF revenues or approximately \$1 million to \$2 million per year. WRCOG also noted that current collections are projected to exceed \$50 million for this fiscal year.

Staff then presented this item to the TAC at its May meeting. Discussion during the meeting emphasized the desire to keep incentivizing retail development, but also to not delay fee increases because of the repercussions that create a shortfall to the TUMF Program, thereby underfunding projects. Ultimately, the TAC recommended that each land use type not be adopted at the full 2021 CCI adjustment rate of roughly 9%, and instead increase by 3%. Though the level of support was not unanimous, this recommendation passed with 11 "yes" votes.

As a reminder, the Executive Committee voted to freeze the retail land use rate in 2017 in order to provide an incentive for more retail development in the subregion. This approval was also in response to comments from stakeholders regarding retail development in Western Riverside County. The Fee Analysis Study completed by WRCOG in 2017, and updated in 2019, confirmed that, on average, the impact fee costs to develop a retail project is higher in Western Riverside County than in surrounding areas.

Additionally, as part of the adoption of the 2016 Nexus Study, the Executive Committee approved a two-year freeze, followed by a two-year phase-in, to the Single-Family Residential fee. The first portion of the phase-in was implemented July 1, 2019. The 2019 CCI fee adjustment was then implemented in a phase-in approach, with all land uses increased on July 1, 2020. Lastly, the Single-Family Residential fee was raised to its full fee on January 1, 2021. A similar approach can be taken on this CCI Adjustment at the discretion of the Executive Committee.

Prior Actions:

May 20, 2021: The Technical Advisory Committee recommended that the Executive Committee approve a 3% fee increase of the 2021 Construction Cost Index adjustment for each land use type.

May 13, 2021: The Public Works Committee recommended that the Executive Committee approve the 2021 Construction Cost Index adjustment for each land use type.

April 8, 2021: The Public Works Committee received and filed.

Fiscal Impact:

Adopting a CCI adjustment may increase revenues generated by the TUMF Program by approximately 5% in the 2021/2022 Fiscal Year.

Attachment:

None.

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Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: Energy Department Activities Update

Contact: Daniel Soltero, Senior Analyst, dsoltero@wrcog.us, (951) 405-6738.

Date: June 9, 2021

The purpose of this item is to provide program activity updates from the Regional Streetlight Program and Western Riverside County Energy Resiliency Plan housed in the Energy & Environment Department.

Requested Action:

1. Receive and file.
-

Background

WRCOG's Energy Department administers multiple regionally beneficial programs to support member agencies, including the Regional Streetlight Program and Western Riverside County Energy Resiliency Plan.

At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that allowed the 11 participating member agencies (and Community Service Districts) to purchase streetlights within jurisdiction boundaries which were previously owned and operated by Southern California Edison (SCE). Once the streetlights were owned by the member agency, the lamps were retrofitted to light-emitting diode (LED) technology to provide more economical operations (i.e., lower maintenance costs and reduced energy use). Local control of the streetlight system provides agencies with opportunities for future revenue generation such as digital-ready networks and telecommunications and information technology strategies.

In November 2019, the Bay Area Council, announced the California Resilience Challenge (CRC), a statewide effort led by businesses and a diverse range of partners that provides grants for local governments to build climate resiliency and to support a shared vision for a resilient California in the face of increasing climate threats. On February 3, 2020, the Executive Committee adopted a resolution authorizing WRCOG's submittal of a proposal to the CRC 2020 Grant Program to develop a Western Riverside County Energy Resiliency Plan addressing local energy resiliency against power outage impacts on the region's power supply for critical facilities maintained and operated by member agencies. In April 2020, the Bay Area Council, through the CRC, awarded WRCOG a \$200,000 grant to develop the Plan to build resiliency against power shutoffs and/or power issues at subregional critical facilities by developing a blueprint for energy resiliency technologies, projects, and strategies for member agencies. On February 8, 2021, WRCOG entered into an agreement with AECOM to develop the Western Riverside County Energy Resiliency Plan.

Regional Streetlight Program

Rebate Presentations: In March 2021, WRCOG remitted the last of the \$3.6 million dollars in utility rebates to 10 participating agencies. From 2017 to 2018, WRCOG coordinated with SCE to secure LED rebates for member agencies that acquired SCE-owned streetlights and completed an LED conversion. Upon completion of the LED retrofit project in each member agency, WRCOG staff compiled the required information, prepared, and then submitted the rebate applications to SCE on the agency's behalf. The rebate application process was

completed in December 2020, and the \$3.6 million in utility rebate funds were remitted to the ten agencies by March 2021.

Shortly after the rebate funds were remitted to the agencies, staff offered a rebate presentation to participating agencies' City Council. In late 2019 and early 2020, staff presented LED streetlight rebates to the Cities of Eastvale and Murrieta. Between March and May 2021, staff presented at six City Council meetings, including the Cities of Hemet, Lake Elsinore, Menifee, Perris, San Jacinto, and Temecula.

Smart Streetlights Plan: By fall 2020, the Regional Streetlight Program entered the maintenance phase whereby all member agencies had completed streetlight acquisitions and LED conversion projects. Taking local control of the streetlight system provides member agencies with opportunities for future revenue generation such as digital-ready networks and telecommunications, as well as opportunities to increase public services by utilizing streetlights as smart city assets. In order to identify and elaborate on these new opportunities, WRCOG entered into an Agreement with Michael Baker International (MBI) in February 2021 to develop a Smart Streetlights Implementation Plan (Smart Streetlights Plan) and Broadband Assessment.

Between February and May 2021, MBI and WRCOG staff completed a community assessment and coordinated interviews with peer agencies to learn of their smart streetlight and smart city programs. The community assessment was completed determine member agency readiness to utilize streetlights as smart city assets. Staff submitted a survey to each member agency to gather information on a variety of smart city prerequisites such as number streetlights and traffic signals, types of networking / IT assets maintained by the agency, and if there are any existing policies or plans related to data collection, data privacy, or smart city technologies. At the conclusion of the community assessment a total of 12 agencies responded to the survey.

Implementation of smart streetlight solutions should solve identified problems, rather than starting off with a solution in mind. The needs of each WRCOG's member agencies will vary, and any implementation strategy will need to account for these needs. A review of how other locations, "peer agencies", have deployed smart streetlight solutions can provide context for WRCOG member agencies to assess the possibilities of smart city technologies addressing their individual needs. Since March 2021, Staff and MBI conducted online research on five peer agency implementations of smart streetlight technologies and completed four interviews with staff from the Cities of Los Angeles, CA, San Diego, CA, Las Vegas, NV, and Kansas City, MO. Staff and MBI are coordinating for an upcoming workshop in July or August to provide an in-depth presentation on the research conducted to date, as well as gain agency feedback as it relates to community needs and prioritization of smart city technologies to review.

Western Riverside County Energy Resiliency Plan

The purpose of the Western Riverside County Energy Resiliency Plan is to assess subregional critical facilities and identify feasibility of implementing future microgrids and/or other energy resiliency solutions to maintain power supply during environmental events that cause power outages or power issues. To determine if microgrids or other energy resiliency solutions are viable, an in-depth technical feasibility study will be conducted at three critical facilities across the subregion. The results from the feasibility study will be extrapolated and generalized to be applicable at similar critical facilities across the subregion. Additionally, the Plan will contain an implementation framework consisting of the technical feasibility study of the three critical facilities, as well as a financing plan that will identify available funding opportunities for member agencies to implement projects identified through the Plan.

Since February 2021, WRCOG staff have been coordinating with member agencies to gather a list of proposed facilities that can be considered for the Plan. Through this outreach staff are requesting pertinent information including the type of facility, its general or specialized purpose, frequency of use by the public, and general information on historical or frequent power outages. This initial list of subregional critical facilities will provide perspective on the types of facilities to focus on and which are most common across the subregion. As more information and data is gathered, the subregional facilities will be further assessed and prioritized based on a variety of factors including each facility's criticality to its community, replicability across the subregion, technical compatibility, as well as its vulnerability to power outages. The goal is to overlay a variety of data to help prioritize the subregional facilities and identify the three sites for the technical feasibility study that will provide the most impact to its community and is most compatible for implementation. To date, seven member agencies

have submitted a response to the facilities' list request, however staff will continue to follow up with member agencies.

During this data gathering phase of the Plan, staff believe it is important to identify existing and similar resilience plans or projects to gain perspectives on best practices, barriers, and general insight on energy resiliency planning. Additionally, it is important to identify and understand regional vulnerabilities that can result in power outages, such as wildfires, drought, extreme heat, and extreme storm events. As such, Raimi + Associates and AECOM collaborated on a literature review of existing plans and assessments such as CAPtivate and *Resilient IE*, City of Berkeley's Energy Assurance Transformation Project Report, CalAdapt, and the Emergency Management, Disaster Preparedness, and General Plan Safety Elements from each WRCOG member agency.

Key findings from the literature review are that resilience measures (energy efficiency, load management, PV, energy storage) have been implemented at facilities owned by local governments, school districts, and community-based non-profits. Most of the examples are of solar plus storage serving individual buildings. Several studies have been completed that address ways to link multiple buildings into a larger microgrid. Regulatory constraints and associated costs have been barriers to microgrid implementation. Good candidates are locations with large parcels owned by a single entity, such as civic centers, schools, or corporate campuses. Examples of current energy resilience projects were presented with a discussion of the associated positive and negative attributes.

On April 29, 2021, staff held the first of five workshops that will be offered to member agencies as the Plan is developed. The purpose of the workshop was to introduce the project to WRCOG members and other stakeholders, provide background on the subject of energy resiliency based on a review of literature and case studies, start to identify areas of interest and opportunities among WRCOG members, and conduct an initial discussion about the project goals and objectives. The initial findings from the first workshop show that many of WRCOG members have facilities that have been impacted in the last year by power outages. Members would like the Plan to focus on public safety facilities, such as police and fire stations, and water infrastructure such as water wells, pump stations and sewers. Staff will revisit the goals and objectives discussion with members as the Plan is developed to maintain alignment with member agency needs and regional vulnerabilities.

Prior Actions:

- April 5, 2021: The Executive Committee received and filed.
- March 18, 2021: The Technical Advisory Committee received and filed.
- March 10, 2021: The Administration & Finance Committee received and filed.

Fiscal Impact:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment:

None.

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