



# Western Riverside Council of Governments Executive Committee

## AGENDA

Monday, July 12, 2021  
2:00 PM

County of Riverside  
Administrative Center  
4080 Lemon Street  
1st floor Board Chambers  
Riverside, CA 92501

**Members of the public are encouraged to participate in this meeting via Zoom**

Join Zoom Meeting  
Meeting ID: 893 7088 6219  
Password: 20210712  
Dial in: (669) 900 6833 U.S.

### **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 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 Executive Committee meeting scheduled for Monday, July 12, 2021, at 2:00 p.m. will be held in-person at the location listed on the agenda and virtually, on the Zoom platform. Members of the public may submit public comments before or during the meeting, prior to the close of public comment to [snelson@wrcog.us](mailto:snelson@wrcog.us).

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Suzy Nelson 72 hours prior to the meeting at (951) 405-6703 or at [snelson@wrcog.us](mailto:snelson@wrcog.us). Later requests accommodated to the extent feasible.

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

- 1. CALL TO ORDER (Karen Spiegel, 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 within the subject matter jurisdiction of the Committee that are not separately 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 27, 2021, Executive Committee Special Meeting**

**Requested Action(s):** 1. Approve the Summary Minutes from the May 27, 2021, Executive Committee Special meeting.

**B. Summary Minutes from the June 7, 2021, Executive Committee Meeting**

**Requested Action(s):** 1. Approve the Summary Minutes from the June 7, 2021, Executive Committee meeting.

**C. Report out of WRCOG Representatives on Various Committees**

**Requested Action(s):** 1. Receive and file.

**D. WRCOG Committees and Agency Activities Update**

**Requested Action(s):** 1. Receive and file.

**E. Finance Department Activities Update**

**Requested Action(s):** 1. Receive and file.

**F. SCAG Activities Update**

**Requested Action(s):** 1. Receive and file.

**6. REPORTS / DISCUSSION**

Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion.

**A. Cal Cities Activities Update**

**Requested Action(s):** 1. Receive and file.

**B. TUMF Appeal for Vesting Tentative Tract Map 31620 and 31620-1 in the City of Hemet**

**Requested Action(s):** 1. Deny the appeal from DR Horton for the payment of

TUMF fees for Vesting Tentative Tract Maps 31620 and 31620-1.

**C. 2021 TUMF CCI Adjustment Update**

**Requested Action(s):** 1. Approve a 3% 2021 Construction Cost Index adjustment for all TUMF land use types.

**D. Recognition of the Executive Committee Outgoing Chair**

**Requested Action(s):** 1. Receive and file.

**E. Recognition of WRCOG Staff Service Milestones**

**Requested Action(s):** 1. Receive and file.

**7. REPORTS FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR**

*Andy Okoro, City of Norco*

**8. REPORT FROM COMMITTEE REPRESENTATIVES**

*CALCOG, Brian Tisdale  
SANDAG Borders Committee, Crystal Ruiz  
SAWPA OWOW Committee, Ted Hoffman  
SCAQMD, Ben Benoit  
SCAG Regional Council and Policy Committee Representatives*

**9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR**

*Supervisor Karen Spiegel, County of Riverside - District 2*

**10. REPORT FROM THE EXECUTIVE DIRECTOR**

*Dr. Kurt Wilson*

**11. ITEMS FOR FUTURE AGENDAS ~ Members**

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

**12. GENERAL ANNOUNCEMENTS ~ Members**

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

**13. NEXT MEETING:**

The next Executive Committee meeting is scheduled for **Monday, August 2, 2021, at 2:00 p.m.**, virtually via Zoom and in-person at the County of Riverside Administrative Center, 1st Floor Board Chambers.

**14. ADJOURNMENT**

# Western Riverside Council of Governments Executive Committee

## Minutes

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### 1. CALL TO ORDER

The Special Meeting of the Executive Committee was called to order by Chair Kevin Bash at 2:00 p.m. on May 27, 2021.

### 2. PLEDGE OF ALLEGIANCE

Committee member Wendy Hewitt, City of Calimesa, led Committee members and guests in the Pledge of Allegiance.

### 3. ROLL CALL

- City of Beaumont - Mike Lara
- City of Calimesa - Wendy Hewitt
- City of Canyon Lake - Kasey Castillo
- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Hemet - Russ Brown
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Matt Liesemeyer
- City of Moreno Valley - Victoria Baca
- City of Murrieta - Lori Stone
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of Riverside - Ronaldo Fierro
- City of San Jacinto - Crystal Ruiz
- City of Temecula - Maryann Edwards
- City of Wildomar - Ben Benoit
- County, District 2 - Karen Spiegel
- County, District 3 - Chuck Washington
- County, District 5 - Jeff Hewitt
- EMWD - David Slawson
- WMWD - Brenda Dennstedt

### 4. PUBLIC COMMENTS

There were no public comments.

**5. CLOSED SESSION**

**A. Conference with Legal Counsel – Anticipated Litigation**

There were no reportable actions.

**B. Public Employee Appointment – Title: Executive Director**

***Reportable Action:*** 1. The Executive Committee accepted the resignation of Executive Director Rick Bishop and named Chris Gray as the Interim Executive Director, effective immediately.

**AYES:** Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 2, District 3, District 5, EMWD, WMWD

**6. NEXT MEETING**

The next Executive Committee meeting is scheduled for Monday, June 7, 2021, at 2:00 p.m., on the Zoom platform.

**7. ADJOURNMENT**

The meeting was adjourned at 3:29 p.m.

# Western Riverside Council of Governments Executive Committee

## Minutes

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### 1. CALL TO ORDER

The meeting of the Executive Committee was called to order by Chair Kevin Bash at 2:01 p.m. on June 7, 2021.

### 2. PLEDGE OF ALLEGIANCE

Vice Mayor Wes Speake, City of Corona, led the Committee members and guests in the Pledge of Allegiance.

### 3. ROLL CALL

- City of Banning - David Happe
- City of Calimesa - Wendy Hewitt
- City of Canyon Lake - Larry Greene
- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Hemet - Russ Brown
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Matt Liesemeyer
- City of Moreno Valley - Victoria Baca
- City of Murrieta - Lori Stone
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of Riverside - Ronaldo Fierro
- City of Temecula - Maryann Edwards
- City of Wildomar - Ben Benoit
- County, District 1 - Kevin Jeffries\*
- County, District 2 - Karen Spiegel
- County, District 3 - Chuck Washington
- County, District 5 - Jeff Hewitt
- Eastern Municipal Water District (EMWD) - Phil Paule
- Western Municipal Water District (WMWD) - Brenda Dennstedt
- WRCOG Interim Executive Director - Chris Gray

\*Arrived after roll call

### 4. PUBLIC COMMENTS

Paul Rodriguez, Chair of the Temescal Valley Water District Board, spoke on the Bedford Cold Water Basin ground water sustainability plan.

Stacy Tutt, UC Irvine Consumer Law Clinic, spoke in opposition of Consent Agenda Item 5.H.

**RESULT: APPROVED AS RECOMMENDED**

**MOVER:** Menifee

**SECONDER:** Corona

**AYES:** Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, District 2, District 3, District 5, EMWD, WMWD

**ABSENT:** Beaumont, San Jacinto, District 1

**5. CONSENT CALENDAR**

**A. Summary Minutes from the May 3, 2021, Executive Committee Meeting**

**Action:**

1. Approved the Summary Minutes from the May 3, 2021, Executive Committee meeting.

**B. Cal Cities Activities Update**

**Action:**

1. Received and filed.

**C. TUMF Program Activities Update: Approval of Reimbursement Agreement Amendment**

**Action:**

1. Authorized the Interim Executive Director to execute a TUMF Reimbursement Agreement Amendment with the Riverside County Transportation Commission for the Project Study Report and Project Advancement and Environmental Document Phase of the I-10 / Highland Springs Road Interchange Project in an amount not to exceed \$2,000,000.

**D. Amendment to PSAs for On-Call Planning Services**

This item was pulled for discussion by Committee member Matt Liesemeyer who asked if the contracts presented are being amended simply for another fiscal year or are there substantive changes to the scope of work, and does WRCOG have a policy on the overall length of a contract.

Chris Gray, WRCOG Interim Executive Director, responded that all of the contracts are for existing work and are being extended for another fiscal year. Efforts are funded through WRCOG, the TUMF Program, the Riverside County Transportation Commission, or the Southern California Association of Governments, as applicable. As to the length of a contract, there is no WRCOG policy on that or how many times a contract may be amended. Having said that, staff will be reviewing existing policies in the coming months and providing a comprehensive update, which will include the number of times a contract can be amended.

**Actions:**

1. Authorized the Interim Executive Director to execute a Third Amendment to the PSA with WSP USA, Inc., for support to WRCOG in its update of the WRCOG Economic Development & 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. Authorized the Interim Executive Director to execute a Fourth Amendment to the PSA with Blais & Associates for support of 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. Authorized the Interim Executive Director to execute a Fourth Amendment to the PSA with 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. Authorized the Interim Executive Director to execute a Fourth Amendment to the PSA with 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. Authorized the Interim Executive Director to execute a Third Amendment to the PSA with 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.

**RESULT: APPROVED AS RECOMMENDED**

**MOVER:** Menifee

**SECONDER:** Moreno Valley

**AYES:** Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, District 2, District 3, District 5, EMWD, WMWD

**ABSENT:** Beaumont, San Jacinto

**E. Approval of Fiscal Year 2021/2022 Agency Salary Schedule**

**Action:**

1. Adopted Resolution Number 03-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments adopting the Fiscal Year 2021/2022 publicly available salary schedule effective July 1, 2021, through June 30, 2022, as required by the California Public Employee's Retirement System.

**F. Environmental Department Activities Update**

**Action:**

1. Received and filed.

**G. Annual Used Oil Payment Program Authorization – Cycle 12**

**Action:**

1. Adopted Resolution Number 05-21; A Resolution of the Executive Committee of the Western

Riverside Council of Governments to support Regional Application – Used Oil Payment Program – 12.

#### **H. PACE Program Activities Update: Request to Authorize Annual Levy Assessments**

This item was pulled for discussion by Chair Kevin Bash in response to the public comment on this item.

Casey Dailey, WRCOG Director of Energy & Environmental Programs, indicated that the HERO Program began in 2012 and the residential portion was discontinued in early 2021. Assessments run on the tax roll anywhere between five and 20 years. Today's requested actions are to place existing assessments on the tax roll as required by the Program.

Committee member David Happe asked how many of these assessments are in formal dispute.

Mr. Dailey responded that approximately 33,000 - 34,000 assessments are being levied this year and there are currently less than two dozen active lawsuits. WRCOG is aware of the situation earlier referenced to by the member of the public.

#### **Actions:**

1. Adopted Resolution Number 06-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in various counties.
2. Adopted Resolution Number 07-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Amador County.
3. Adopted Resolution Number 08-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Butte County and certifying to Butte County the validity of the legal process used to place direct charges on the secured tax roll.
4. Adopted Resolution Number 09-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in the Glenn County.
5. Adopted Resolution Number 10-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Humboldt County.
6. Adopted Resolution Number 11-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Kern County.
7. Adopted Resolution Number 12-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Madera County.
8. Adopted Resolution Number 13-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Mendocino County.
9. Adopted Resolution Number 14-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Merced County.

10. Adopted Resolution Number 15-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments certifying compliance with state law with respect to the levying of special assessments in Monterey County.
11. Adopted Resolution Number 16-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Nevada County.
12. Adopted Resolution Number 17-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in San Mateo County.
13. Adopted Resolution Number 18-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Sutter County and certifying to Sutter County the validity of the legal process used to place direct charges on the secured tax roll.
14. Adopted Resolution Number 19-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Yolo County.
15. Adopted Resolution Number 20-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Yuba County.

**RESULT: APPROVED AS RECOMMENDED**

**MOVER:** Menifee

**SECONDER:** Moreno Valley

**AYES:** Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, District 2, District 3, District 5, EMWD, WMWD

**ABSTAIN:** District 1

**ABSENT:** Beaumont, San Jacinto

#### **I. Finance Department Activities Update**

**Action:**

1. Received and filed.

#### **J. WRCOG Committees and Agency Activities Update**

This item was pulled for discussion by Committee member Wendy Hewitt who would like to know when the TUMF Construction Cost Index (CCI) adjustment is coming out and indicated that the City of Calimesa will be voting against the matter.

Mr. Gray responded that per the TUMF Administrative Plan, staff are proceeding through the process of considering a CCI adjustment and no action will be taken without approval from this Committee.

**Action:**

1. Received and filed.

**RESULT: APPROVED AS RECOMMENDED**

**MOVER:** Menifee

**SECONDER:** Moreno Valley

**AYES:** Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, District 2, District 3, District 5, EMWD, WMWD

**ABSTAIN:** District 1

**ABSENT:** Beaumont, San Jacinto

**K. Report out of WRCOG Representatives on Various Committees**

**Action:**

1. Received and filed.

**6. REPORTS / DISCUSSION**

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

Chris Gray, WRCOG Interim Executive Director, indicated that the Administration & Finance Committee serves as the nominating committee for this matter.

**Action:**

1. Selected the following slate of individuals for leadership positions for Fiscal Year 2021/2022:

Chair: Karen Spiegel, Supervisor, County of Riverside District 2

Vice-Chair: Crystal Ruiz, Mayor Pro Tem, City of San Jacinto

2nd Vice-Chair: Chris Barajas, Mayor Pro Tem, City of Jurupa Valley

**RESULT: APPROVED AS RECOMMENDED**

**MOVER:** Canyon Lake

**SECONDER:** Moreno Valley

**AYES:** Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, District 1, District 2, District 3, District 5, EMWD, WMWD

**ABSENT:** Beaumont, San Jacinto

**B. Adoption of the Fiscal Year 2021/2022 Agency Budget**

Andrew Ruiz, WRCOG Chief Financial Officer, reported that the total Agency revenues are anticipated at \$57,669,021 and total Agency expenditures are anticipated at \$57,513,228. There are no new programs or initiatives anticipated for the next fiscal year. TUMF revenues are expected to increase significantly from this current fiscal year. Lastly, REAP funds will begin trickling in.

Staff merit increases up to 3% are included in the budget. In 2018, a study of WRCOG benefits and compensation was completed, which found both were below the market median. While some benefits were implemented, such as employer-paid dental and vision for family members, there were no allocations for retirement contributions or additional health coverage for family members.

Staff would like authorization to conduct a refresh study based upon current market conditions.

Committee member Chris Barajas asked if management will be conducting employee evaluations to determine merit increases.

Mr. Gray responded that WRCOG completes performance evaluations for all its staff which are tied back to any merit increases. In lieu of additional merit increases above 3%, management is exploring providing additional funding towards retirement.

**Actions:**

1. Adopted 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.
2. Directed staff to prepare a comprehensive salary and benefits study for all positions and to return with a summary and recommendations based on the study.

**RESULT: APPROVED AS RECOMMENDED**

**MOVER:** Norco

**SECONDER:** Jurupa Valley

**AYES:** Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, District 1, District 2, District 3, District 5, EMWD, WMWD

**ABSENT:** Beaumont, San Jacinto

**C. Community Service Awards**

Rachel Singer, WRCOG External Affairs Manager, reported that WRCOG's Community Service Awards recognize organizations and people who go above and beyond their respective roles to serve the community.

This year, WRCOG is honoring the following groups / individuals:

- For the People Taskforce
- Gurdwara Sikh Temple Riverside
- Grant Yates
- Riverside Transit Agency

WRCOG will premiere a video honoring the four award recipients at the 30th Annual General Assembly being held virtually on June 24, 2021, from 4:00 p.m. to 5:00 p.m.

**Action:**

1. Received and filed.

**7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR**

The Technical Advisory Committee Chair was not present.

**8. REPORT FROM COMMITTEE REPRESENTATIVES**

Committee member Brian Tisdale, CALCOG representative, reported that CALCOG is tracking transportation legislation.

Committee member Ted Hoffman, SAWPA OWOW Steering Committee representative, reported that the Proposition 1 Round 2 Integrated Regional Water Management Grant application period will open in August 2021; there is more than \$27M in grants anticipated for distribution. Riverside and San Bernardino Counties will receive \$12.3M.

Wes Speake, City of Corona Vice Mayor and SCAG Community, Economic, and Human Development (CEHD) Policy Committee representative, reported that the CEHD recently voted on the Climate Action Plan, noting how different Riverside County is in comparison to other areas. The CEHD received a presentation on what the future office looks like as a result of COVID-19; hybrid models are changing and location remains fluid. Office space will shrink, but not go away; less than 30% of the workforce will keep a hybrid model, and less than 10% will stay working remotely.

## **9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR**

Chair Bash thanked WRCOG staff for their assistance throughout the year. WRCOG is in a great position moving forward. A member-driven mission statement needs to be created. A strategic plan needs to be developed. The Bylaws are being reviewed by an Ad Hoc Committee. Pod casts and programs need to reflect member goals. WRCOG needs to be utilized to be more of an advocate for this subregion. Staff benefits and pay need to be examined.

## **10. REPORT FROM THE INTERIM EXECUTIVE DIRECTOR**

Chris Gray reported that WRCOG will be resuming in-person meetings for this Committee beginning with its July 12, 2021, meeting; meetings will be held at the Riverside County Administration Center Board Chambers. This year's General Assembly will be held virtually on June 24, 2021, from 4:00 p.m. to 5:00 p.m., and the event will not be recorded.

Mr. Gray recognized current or past members of the WRCOG and/or the Executive Committee who have recently passed away: Kathy Azevedo, City of Norco; Jordan Ehrenkranz, City of Canyon Lake; Ike Bootsma, City of Eastvale; and Don Galleano, Western Municipal Water District.

## **11. ITEMS FOR FUTURE AGENDAS**

Committee member Liesemeyer would like a policy regarding contracts terms and the number of allowed amendments.

## **12. GENERAL ANNOUNCEMENTS**

There were no general announcements.

## **13. CLOSED SESSION**

Public Employee Appointment – Title: Executive Director

Conference with Labor Negotiator – Employee: Executive Director

**14. OPEN SESSION**

The Executive Committee offered a contract for the position of Executive Director to Dr. Kurt Wilson, effective on or about July 1, 2021, with a salary of \$260,000 annually, a flexible benefits plan, full payment of health insurance premiums for employee and family, dental and vision coverage, reimbursement of moving expenses, and temporary housing up to \$10,500.

**MOVER:** Temecula

**SECONDER:** Wildomar

**AYES:** Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Moreno Valley, Murrieta, Norco, Perris, Riverside, Temecula, Wildomar, County District 1, County District 2, County, District 5, EMWD

**NAYS:** WMWD

**15. NEXT MEETING**

The Executive Committee meeting scheduled for Monday, June 25, 2021, at 10:00 a.m., is hereby cancelled. The next Executive Committee meeting is scheduled for Monday, July 12, 2021, at 10:00 a.m., on the Zoom platform.

**16. ADJOURNMENT**

The meeting was adjourned at 4:37 p.m.



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Report out of WRCOG Representatives on Various Committees  
**Contact:** Chris Gray, Deputy Executive Director, [cgray@wrcog.us](mailto:cgray@wrcog.us), (951) 405-6710  
**Date:** July 12, 2021

### **Requested Action(s):**

1. Receive and file.

### **Purpose:**

The purpose of this item is to inform the Executive Committee of activities occurring on the various Committees in which WRCOG has an appointed representative.

### **Background:**

This item serves as a placeholder for WRCOG representatives' use in providing materials or making comments pertaining to meetings of the Committee they have been appointed to.

### **CALCOG Board of Directors (Brian Tisdale)**

A CALCOG Board of Directors meeting was held June 18, 2021. Agenda highlights include:

- Legislative Report: Summary of CALCOG positions
- Association of Metropolitan Planning Organizations Membership
- Fiscal Committee review of financial statements
- Approval of FY 2021/2022 Budget
- FY 2021/2022 Officer Slate selection

The next CALCOG Board of Directors meeting is scheduled for August 20, 2021.

### **SANDAG Borders Committee (Crystal Ruiz)**

A SANDAG Borders Committee meeting was held on June 25, 2021. Agenda highlights include:

- Otay Mesa East - Mesa De Otay II Port of Entry Project Updates
- South Bay to Sorrento Comprehensive Multimodal Corridor Plan
- San Diego-Tijuana World Design Capital 2024 Submittal

The next SANDAG Borders Committee meeting is scheduled for July 23, 2021.

### **SAWPA OWOW Steering Committee (Ted Hoffman)**

There has been no meeting since May 2021. The next SAWPA OWOW Steering Committee meeting is scheduled for July 22, 2021.

### **Prior Action(s):**

June 7, 2021: The Executive Committee received and filed.

**Fiscal Impact:**

WRCOG stipends are included in the Agency's adopted Fiscal Year 2021/2022 Budget under the General Fund.

**Attachment(s):**

[Attachment 1 - CALCOG agenda June 2021.pdf](#)

[Attachment 2 - SANDAG agenda June 2021.pdf](#)

Report out of WRCOG  
Representatives on Various  
Committees

**Attachment 1**  
CALCOG agenda of June 18, 2021



# California Association of Councils of Governments

Effective Regions Through Partnership

## **BOARD OF DIRECTORS**

### **MEETING AGENDA**

**June 18, 2021**

**1:00 pm to 3:00 pm**

Meeting Connection Information:

Zoom:

<https://us02web.zoom.us/j/82597318686?pwd=NXMxSTBHQmpmMHZ6bHF2VjNoT25JZz09>

*Meeting ID: 825 9731 8686*

*Passcode: CALCOG*

*Having trouble? Email Natalie at [nzoma@calcog.org](mailto:nzoma@calcog.org)*

## BOARD MEETING AGENDA

TIME	ITEM	DESCRIPTION	PURPOSE	PAGE
1:00 pm	<b>1</b>	<b>Welcome &amp; Roll Call.</b> Staff will mark attendance as members enter the virtual meeting space. Please have type your name in the Zoom identifier. For agency staff monitoring the meeting, please type your name and turn off your video.		
1:05 pm	<b>2</b>	<b>Approval of the Minutes</b>	<b>Action</b>	<b>5</b>
1:10 pm	<b>3</b>	<b>Executive Director Report.</b> An update of developments in the work program.	<b>Information</b>	<b>8</b>
<b>POLICY ITEMS</b>				
1:15 pm	<b>4</b>	<b>California Budget Update.</b> Status of “REAP” MPO Block Grant proposal, transportation, broadband, and other proposals.	<b>Information</b>	<b>9</b>
1:30 pm	<b>5</b>	<b>Legislative Report.</b> Summary of CALCOG positions; and identification of a few interesting bills we are watching. Continue the discussion of AB 1147 (Friedman).	<b>Action</b>	<b>15</b>
1:50 pm	<b>6</b>	<b>Advocacy Committee.</b> President Viegas-Walker establishes new committee with open meeting structure to advise the board and executive director.	<b>Information</b>	<b>20</b>
1:55 pm	<b>7</b>	<b>National Association: AMPO.</b> Staff recommends joining the Association of Metropolitan Planning Organizations.	<b>Action</b>	<b>22</b>
<b>ORGANIZATION ITEMS</b>				
2:00 pm	<b>8</b>	<b>Fiscal Committee.</b> A review of current financial statements; recommendation to augment reserve.	<b>Action</b>	<b>24</b>
2:10 pm	<b>9</b>	<b>Proposal of FY 21-22 Budget.</b> A proposal for a budget and dues schedule for the upcoming year.	<b>Action</b>	<b>29</b>
2:30 pm	<b>10</b>	<b>New Officer Slate.</b> The nominating committee will make a recommendation for the FY 21-22 Officer Slate.	<b>Action</b>	<b>35</b>
	<b>11</b>	<b>Final Announcements &amp; Adjourn.</b>		

## KEY DATES FOR CALCOG BOARD MEMBERS FOR 2021

### Organization Events

- **March 6 -8, 2022:** Regional Leadership Forum, Riverside Convention Center

### Board Meeting Dates

- **August 20 Virtual Board Meeting Place Holder** (We will meet only if needed to address end of year policy issues).
- **September New: Potentially In-Person Board Meeting** (TBD). This meeting was originally slated as virtual for September 17. If it is changed to be in-person, we will revisit the timing: Friday afternoon may not be the best time to hold an in-person meeting.

*Note. We have always permitted remote participation in our board meetings. In the past, we provided a phone in option. Going forward, we will work to provide a virtual option.*

- **November (TBD) Board Meeting.** (Will be scheduled not to conflict with numerous conferences and meetings in November. This is the meeting where the Board reviews conducts a performance evaluation of the executive director and set goals and priorities for the upcoming year. Its typically a four to five hour meeting.

*We have recommended Fridays from 1:00 to 3:00 pm as a time that is generally free of conflicts. Although we made the mistake for this meeting, the remaining dates do not to conflict with League of California Cities policy committees. Finally, no time is perfect for everybody*

Report out of WRCOG  
Representatives on Various  
Committees

**Attachment 1**  
SANDAG agenda of June 25, 2021

# **SANDAG**

## ***Borders Committee Agenda***

**Friday, June 25, 2021**

**12:30 p.m.**

**\*\*Teleconference Meeting\*\***

### MEETING ANNOUNCEMENT AMIDST COVID-19 PANDEMIC:

The Borders Committee meeting scheduled for Friday, June 25, 2021, will be conducted virtually in accordance with Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak, Executive Order N-29-20, and the Guidance for Gatherings issued by the California Department of Public Health. Committee Members will primarily participate in the meeting virtually, while practicing social distancing, from individual remote locations.

To participate via Zoom webinar, click the link to join the meeting: <https://zoom.us/j/98971385318>

Webinar ID: 989 7138 5318

To participate via Telephone, dial a number based on your current location: US:

Telephone: US:

+1 (669) 900-6833 or

+1 (253) 215-8782 or

+1 (346) 248-7799 or

+1 (312) 626-6799 or

+1 (929) 205-6099 or

+1 (301) 715-8592

International numbers available: <https://zoom.us/u/aWHYZEPxv>

SANDAG is relying on commercial technology to broadcast the meeting via Zoom. With the recent increase of virtual meetings, platforms such as Microsoft Teams, WebEx, GoToMeeting, and Zoom are working to scale their systems to meet the new demand. If we experience technical difficulty or you are unexpectedly disconnected from the broadcast, please close and reopen your browser and click the link to rejoin the meeting. SANDAG staff will take all possible measures to ensure a publicly accessible experience.

**Public Comments:** Persons who wish to address the members on an item to be considered at this meeting, or on non-agendized issues, may email comments to the Clerk at [clerkoftheboard@sandag.org](mailto:clerkoftheboard@sandag.org) (please reference June 25 Borders Meeting in your subject line and identify the item number(s) to which your comments pertain). Comments received by 4 p.m. on Thursday, June 24 will be provided to members prior to the meeting.

If you desire to provide live verbal comment during the meeting, please join the Zoom meeting by computer or phone and use the "Raise Hand" function to request to provide public comment. On a computer, the "Raise Hand" feature is on the Zoom toolbar. By phone, enter \*9 to "Raise Hand" and \*6 to unmute. Requests to provide live public comment must be made at the beginning of the relevant item, and no later than the end of any staff presentation on the item. The Clerk will call on members of the public who have timely requested to provide comment by name for those joining via a computer and by the last three digits of for those joining via telephone. All comments received prior to the close of the meeting will be made part of the meeting record. Please note that any available chat feature on the Zoom meeting platform should be used by panelists and attendees solely for procedural or other "housekeeping" matters as comments provided via the chat feature will not be retained as part of the meeting record. All comments to be provided for the record must be made via email or orally per the instructions above.

# SANDAG

Welcome to SANDAG. Members of the public may speak to the Borders Committee on any item at the time the Committee is considering the item. Public speakers are limited to three minutes or less per person. The Committee may only take action on any item appearing on the agenda.

In order to keep the public informed in an efficient manner and facilitate public participation, SANDAG also provides access to all agenda and meeting materials online at [sandag.org/meetings](http://sandag.org/meetings). Additionally, interested persons can sign up for email notifications at [sandag.org/subscribe](http://sandag.org/subscribe).

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In compliance with the Americans with Disabilities Act (ADA), SANDAG will accommodate persons who require assistance in order to participate in SANDAG meetings. If such assistance is required, please contact the Clerk of the Board at [ClerkoftheBoard@sandag.org](mailto:ClerkoftheBoard@sandag.org) or at (619) 699-1985, at least 72 hours in advance of the meeting. To request this document or related reports in an alternative format, please call (619) 699-1900 or (619) 699-1904 (TTY), or fax (619) 699-1905 at least 72 hours in advance of the meeting.

SANDAG agenda materials can be made available in alternative languages. To make a request, call (619) 699-1900 in advance of the meeting.

Los materiales de la agenda de SANDAG están disponibles en otros idiomas. Para hacer una solicitud, llame al (619) 699-1900.

如有需要, 我们可以把SANDAG议程材料翻译成其他語言.

请在会议前至少 72 小时打电话 (619) 699-1900 提出请求.

## **Vision Statement**

*Pursuing a brighter future for all.*

## **Mission Statement**

*We are the regional agency that connects people, places, and innovative ideas by implementing solutions with our unique and diverse communities.*

## **Our Commitment to Equity**

*We hold ourselves accountable to the communities we serve. We acknowledge we have much to learn and much to change; and we firmly uphold equity and inclusion for every person in the San Diego region. This includes historically underserved, systemically marginalized groups impacted by actions and inactions at all levels of our government and society.*

*We have an obligation to eliminate disparities and ensure that safe, healthy, accessible, and inclusive opportunities are available to everyone. In 2021, SANDAG will develop an equity action plan that will inform how we plan, prioritize, fund, and build projects and programs; frame how we work with our communities; define how we recruit and develop our employees; guide our efforts to conduct unbiased research and interpret data; and set expectations for companies and stakeholders that work with us.*

*We are committed to creating a San Diego region where every person who visits, works, and lives can thrive.*

San Diego Association of Governments

401 B Street, Suite 800, San Diego, CA 92101-4231 × (619) 699-1900 × Fax (619) 699-1905 × [sandag.org](http://sandag.org)

# Borders Committee

Friday, June 25, 2021

Item No.	Action
1. <b>Public Comments/Communications/Member Comments</b> Members of the public shall have the opportunity to address the Borders Committee on any issue within the jurisdiction of the Committee that is not on this agenda. Public speakers are limited to three minutes or less per person. Committee members also may provide information and announcements under this agenda item. If the number of public comments under this agenda item exceeds five, additional public comments will be taken at the end of the agenda. Subjects of previous agenda items may not again be addressed under public comment.	Discussion
2. <b>Executive Director's Report</b> <i>Hasan Ikhata, SANDAG</i> An update on key programs, projects, and agency initiatives will be presented.	Discussion
<b>Consent</b>	
+3. <b>Approval of Meeting Minutes</b> +3A. April 23, 2021, Meeting Minutes +3B. May 7, 2021, Joint Meeting Minutes of the Transportation, Regional Planning, and Borders Committees	Approve
+4. <b>Preliminary Results of Mexico's 2021 Mid-Term Elections</b> <i>Hector Vanegas, SANDAG</i> This report provides highlights from Mexico's Mid-term elections held on June 6, 2021.	Information
<b>Reports</b>	
5. <b>Otay Mesa East - Mesa De Otay II Port of Entry Project Updates</b> <i>Mario Orso, Caltrans</i> <i>María Rodríguez, SANDAG</i> An update on the development of the Otay Mesa East - Mesa de Otay II project on both sides of the border, the United States and Mexico, will be presented.	Information
+6. <b>South Bay to Sorrento Comprehensive Multimodal Corridor Plan</b> <i>Jennifer Williamson, SANDAG</i> An update on the South Bay to Sorrento Comprehensive Multimodal Corridor Study will be presented.	Information

- 7. San Diego-Tijuana World Design Capital 2024 Submittal** **Information**  
*Michele Morris, Design Forward Alliance*  
 An overview on a submittal for the San Diego-Tijuana region in the 2024 World Design Capital (WDC) will be presented. The WDC is designated every two years by the World Design Organization and recognizes cities for their effective use of design to drive economic, social, cultural, and environmental development.
- +8. Update on 2021 Bike Anywhere and Tijuaneando en Bici Crossborder Celebration** **Information**  
*Elizabeth Hensley-Chaney and Daniel Gómez, Alianza por una Movilidad Activa*  
 An overview of activities organized by the crossborder bike community for the SANDAG Bike Anywhere Week, which encouraged anyone to bike anywhere and was held from May 16 to May 22, 2021, will be presented.
- 9. Upcoming Meetings** **Information**  
 The next Borders Committee meeting is scheduled for Friday, July 23, 2021, at 12:30 p.m.
- 10. Adjournment**

+ next to an item indicates an attachment



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** WRCOG Committees and Agency Activities Update  
**Contact:** Chris Gray, Deputy Executive Director, [cgray@wrcog.us](mailto:cgray@wrcog.us), (951) 405-6710  
**Date:** July 12, 2021

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**Requested Action(s):**

1. Receive and file.
- 

**Purpose:**

The purpose of this item is to provide updates on noteworthy actions and discussions held in recent standing Committee meetings, and to provide general project updates.

**Background:**

Attached are summary recaps of actions and activities from recent WRCOG standing Committee meetings that occurred during the month of June 2021.

**Prior Action(s):**

June 7, 2021: The Executive Committee received and filed.

**Fiscal Impact:**

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

**Attachment(s):**

[Attachment 1 - Recaps June 2021.pdf](#)



**Western Riverside Council of Governments  
Executive Committee  
Meeting Recap  
June 7, 2021**

*Following is a summary of key items discussed at the last Executive Committee meeting.*

**Agenda Packet:** <https://wrcog.us/DocumentCenter/View/9041/ec060721>

**PowerPoint Presentation:** <https://wrcog.us/DocumentCenter/View/9052/ec060721pp>

**Nominated Leadership for Fiscal Year 2021/2022**

- Chair Karen Spiegel, County of Riverside – District 2
- Vice-Chair Crystal Ruiz, City of San Jacinto
- 2nd Vice-Chair Chris Barajas, City of Jurupa Valley

**TUMF Program Activities Update: Approval of Reimbursement Agreement Amendment**

- The Board authorized the execution of a TUMF Reimbursement Agreement Amendment with the RCTC for the PSR and PAED phase of the I-10 Highland Springs Road Interchange Project.

**Approval of Fiscal Year 2021/2022 Agency Salary Schedule**

- WRCOG's salary schedule was updated per California Code of Regulations (CCR) Section 570.5, which states a public agency must have its salary schedules approved by its Board, or highest governing body.

**Annual Used Oil Payment Program – Cycle 12**

- WRCOG's Used Oil Payment Program is designed to promote the proper recycling and disposal of used oil, oil filters, and Household Hazardous Waste (HHW).
- CalRecycle will open applications for the Oil Payment Program Cycle 12, with a due date in June 2021.
- WRCOG will lead the application for Cycle 12, hosting and attending used oil recycling events, oil filter exchanges, car shows and community events, on behalf of its member agencies.

**PACE Program Activities Update: Requests to Authorize Annual Levy Assessments**

- This item was pulled due to public comment related to the item. During discussion, Committee Member Happe inquired about how many lawsuits WRCOG was involved in related to PACE assessments compared to the total amount of assessments. Director of Energy and Environmental Programs, Casey Dailey, responded that WRCOG would be levying approximately 33,000 – 34,000 assessments and currently have less than 24 active lawsuits.
- Annually, WRCOG must levy these PACE assessments on tax rolls for various counties throughout California to ensure repayment of the assessment and avoid default on the bonds related to the assessments.

**Adoption of the Fiscal Year 2021/2022 Agency Budget**

- Staff presented on WRCOG's extensive and diverse programs as they pertain to the FY 2021/2022 Agency Budget.
- The two major changes to the budget going into the next fiscal year are: TUMF revenues have increased and REAP funds will come in.

- Staff also received approval to conduct a revised salaries and benefits study, as the results from the prior study was not fully implemented.

### **Community Service Awards**

- The Executive Committee formally recognized all four recipients of the 2020/2021 Community Service Award. These recipients include: For the People Taskforce, Riverside Transit Agency, Gurdwara Sikh Temple Riverside, and Grant Yates.
- In addition to their formal recognition at the WRCOG Executive Committee meeting, all recipients will also be honored at the WRCOG General Assembly on Thursday, June 24, 2021 at 4:00 p.m. Registration for the event is now open and can be accessed here: <https://iercc.glueup.com/event/wrcog-s-30th-annual-general-assembly-36919/>

### **WRCOG New Executive Director**

- The Executive Committee appointed Kurt Wilson as the new WRCOG Executive Director. He will assume the position no later than July 1, 2021.

### **Next Meeting**

The meeting scheduled for Friday, June 25, 2021, at 10:00 a.m. **is hereby cancelled**. The next Executive Committee meeting is scheduled for Monday, July 12, 2021, at 2:00 p.m., virtually via Zoom and in-person at the County of Riverside Administrative Center, 1st Floor Board Chambers.



**Western Riverside Council of Governments  
Administration & Finance Committee  
Meeting Recap  
June 9, 2021**

*Following is a summary of key items discussed at the last Administration & Finance Committee meeting.*

**Agenda Packet:** <https://wrcog.us/DocumentCenter/View/9045/af0621>

**PowerPoint Presentation:** <https://wrcog.us/DocumentCenter/View/9053/af0621PP>

**VTTM 31620 TUMF Appeal – City of Hemet**

- WRCOG has an established process to resolve disputes with the imposition of TUMF through appeal. When disputes cannot be settled internally, the appellant can request for the Administration & Finance Committee to hear the issue. These appeals are rare.
- WRCOG has declared that Vesting Tentative Tract Maps (VTTM) 31620 and 31620-1 were exempt from TUMF payment. However, it is of the opinion of WRCOG that established State Law and City of Hemet Code deem this VTTM expired. This expiration was communicated to the City of Hemet on September 26, 2018.
- DR Horton Legal Counsel appealed this decision that the VTTM expired. Payments on their development have been made in protest.
- The Committee recommended to the Executive Committee to deny the appeal from DR Horton. The appeal will be brought forth to the Executive Committee at the request of the appellant.

**2021 TUMF Construction Cost Index (CCI) Adjustment Update**

- 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.
- Staff recommended the Technical Advisory Recommendation of a 3% fee increase for each land use type be implemented. The 3% increase aligns with the Engineering News Record CCI of increased costs of construction and materials.
- The Committee unanimously approved the recommendation to increase all land uses by 3%. The below table shows the current TUMF fee schedule and the recommendation to adopt the TAC proposed fee increase.

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

### **Energy Department Activities Update**

- In the interest of time this item was not presented and will instead be presented at the July 14, 2021, Administration & Finance Committee meeting.

### **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 also have the option to join this meeting in-person.



**Western Riverside Council of Governments  
Planning Directors Committee  
Meeting Recap  
June 10, 2021**

*Following is a list of key items discussed at the last Planning Directors Committee meeting.*

**Agenda Packet:** <https://wrcog.us/DocumentCenter/View/9046/pdc0621>

**PowerPoint Presentation:** <https://wrcog.us/DocumentCenter/View/9054/pdc0621pp>

**2021 TUMF Credit Agreement Template Update**

- WRCOG is revising the TUMF Credit Agreement Template. TUMF Credit Agreements are between the local agency and a developer for the developer to receive credit off their TUMF obligation for TUMF facility improvements.
- WRCOG is being added as a third party to the agreement in order to easily verify TUMF estimates, perform reconciliations, and to pay back developers directly after a reconciliation is made. The new template also states that credits may be sold to other developers for use towards their own development.
- The new template was recommended to be approved by the Executive Committee unanimously.

**Indirect Source Rule Presentation**

- Dr. Kalam Cheung from the South Coast Air Quality Management District provided information on its recently adopted warehouse Indirect Source Rule (ISR). This rule focuses on reducing emissions associated with vehicles and mobile equipment operating in and out of warehouse distribution centers.
- With consumer demand for online retail and just-in-time delivery increasing, goods delivered between the region's seaports, airports, and businesses across the nation may increase mobile source emissions, even with the deployment of newer, cleaner vehicles and equipment.
- The warehouse ISR provides multiple options for warehouse operators to reduce emissions associated with their facility.

**Subregional Cannabis Activities Update**

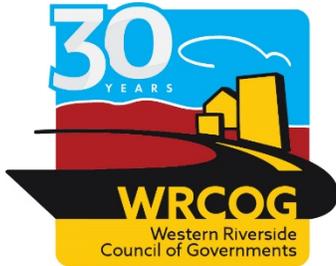
- An update was provided on the cannabis-related policies across the WRCOG subregion, with a focus on microbusinesses.
- Following a request from the City of Banning, WRCOG directed PlaceWorks to provide information on the logistics of allowing cannabis microbusiness permits.
- Information was provided on the advantages, costs, and logistics to enact and implement a new ordinance allowing microbusiness permits, along with case studies on agencies with active microbusinesses, offering insights into best practices, some of which are applicable to all permit types.

### **Legislative Activities Update**

- An update on various Legislative Activities was provided and a few of the highlights are below.
  - SB 6 – Housing “authorized” use in commercial zones
  - SB 7 – Environmental Leadership Act of 2021
  - SB 9 – Allows for lot splits in Single-Family residential area
  - AB 602 – Housing impact fees based on the square footage of a unit
  - AB 950 – the Department of Transportation may sell excess property to a city and county for affordable housing

### **Next Meeting**

The July Planning Directors Committee meeting is cancelled. The next Planning Directors Committee meeting is scheduled for Thursday, August 12, 2021, at 9:30 a.m., Citrus Conference room and Zoom platform.



**Western Riverside Council of Governments  
Public Works Committee  
Meeting Recap  
June 10, 2021**

*Following is a list of key items discussed at the last Public Works Committee meeting.*

**Agenda Packet:** <https://wrcog.us/DocumentCenter/View/9049/pwc0621>

**PowerPoint Presentation:** <https://wrcog.us/DocumentCenter/View/9056/pwc0621pp>

**TUMF Credit Agreement Update**

- WRCOG is revising the TUMF Credit Agreement Template. TUMF Credit Agreements are between the local agency and a developer for the developer to receive credit off their TUMF obligation for TUMF facility improvements.
- WRCOG is being added as a third party to the agreement to easily verify TUMF estimates, perform reconciliations, and to pay back developers directly after a reconciliation is made. The new template also states that credits may be sold to other developers for use towards their own development.
- The recommendation for the new template was tabled for the next PWC meeting due to questions on the selling of credits. This item will be brought back to the Committee at the next PWC meeting.

**RIVCOM Update**

- Development of a new countywide transportation analysis model (RIVCOM) commenced in 2018 to better reflect local conditions, improve transparency, and provide additional support to member agencies to ensure accuracy of model inputs, including the transportation network and socio-economic data.
- RIVCOM was developed with specifications, trip generation, trip distribution, mode choice, trip assignment and went through a strenuous validation process to ensure it accurately reflects the transportation system and transportation trips.
- RIVCOM will also consist of the following post processors/ tools: Vehicle Miles Traveled (VMT), Emission Factor (EMFAC) and Active Transportation.
- RIVCOM is ready for use for most projects. The post processors and tools will be finalized in the coming months. There will be a User Fee and User Agreement required of consultants who would like access to RIVCOM. The fee is proposed to cover RIVCOM maintenance and updates.

**Introduction to the TUMF Nexus Study**

- WRCOG plans to conduct a TUMF Nexus Study beginning in the fall 2021. The TUMF program was created to ensure that new development in Western Riverside County would contribute toward the cost of mitigating the cumulative, indirect regional transportation impacts of the development.
- TUMF has generated \$941 million in revenues that have been used to complete 110 projects across Western Riverside County.
- The Study will take between 12 and 18 months to complete and at the conclusion will propose a new TUMF fee structure that reflects the evaluation of the TUMF Network and project costs, as well as current economic factors such as construction costs.
- The Study will also take into consideration other factors, such as the implementation of Senate Bill 743, Active Transportation, Intelligent Transportation Systems.
- An important step of the Nexus Study is a comprehensive review of the TUMF roadway network. WRCOG is requesting City staff to take an active role in order to conduct a comprehensive review.

**Next Meeting**

The July Public Works Committee is hereby cancelled. The next Public Works Committee meeting is scheduled for Thursday, August 12, 2021, at 2:00 p.m., at WRCOG's office in the Citrus Conference room as well as a virtually on the Zoom platform.



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Finance Department Activities Update  
**Contact:** Andrew Ruiz, Chief Financial Officer, [aruiz@wrcog.us](mailto:aruiz@wrcog.us), (951) 405-6740  
**Date:** July 12, 2021

**Requested Action(s):**

1. Receive and file.

**Purpose:**

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

**Background:**

**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 May 2021**

The Agency Financial Report summary through May 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(s):**

None.

**Fiscal Impact:**

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

**Attachment(s):**

[Attachement 1. - May-2021 Agency Financials.pdf](#)



**Western Riverside Council of Governments**  
**Budget to Actuals**  
**For the Month Ending May 31, 2021**

	<b>Approved Budget 6/30/2021</b>	<b>Thru Actual 5/31/2021</b>	<b>Remaining Budget 6/30/2021</b>
<b>Revenues and Transfers in</b>			
Member Dues	311,410	286,640	24,770
General Assembly Revenue	300,000	-	300,000
Interest Revenue - Other	25,000	11,342	13,658
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	1,422,288	42,442
Commercial/Svcs - Admin Portion	41,137	54,491	(13,354)
Retail - Admin Portion	89,632	65,914	23,719
Industrial - Admin Portion	236,729	124,664	112,066
Single Family Residential - Admin Portion	652,270	1,402,870	(750,600)
Multi Family - Admin Portion	267,415	211,552	55,863
Commerical/Service	987,281	1,307,788	(320,507)
Retail	2,151,178	1,581,933	569,245
Industrial	5,681,507	2,991,934	2,689,573
Single Family Residential	15,654,486	33,668,881	(18,014,395)
Multi-Family	6,417,964	5,077,250	1,340,714
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
<b>Total Revenues and Transfers in</b>	<b>\$ 40,539,536</b>	<b>\$ 52,222,414</b>	<b>\$ (11,682,877)</b>
<b>Expenses</b>			
Salaries	2,053,769	1,727,423	326,346
Benefits	1,027,040	855,866	171,174
Overhead	1,443,294	1,202,745	240,549
Legal	285,600	878,983	(593,383)
Advertising Media	65,667	64,600	1,067
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	20,706	13,179
Coffee and Supplies	3,000	3,007	(7)
COG HERO Share Expenses	5,000	793	4,207
Commissioner Per Diem	62,500	42,900	19,600
Communications - Web Site	8,000	12,144	(4,144)

Communications - Cellular Phones	13,500	10,397	3,103
Communications - Computer Services	53,000	33,564	19,436
Communications - Regular Phone	16,000	22,025	(6,025)
Computer Equipment/Supplies	13,000	3,729	9,271
Computer Hardware	10,000	8,143	1,857
Computer Software	80,500	57,481	23,019
Consulting Labor	2,268,780	1,438,144	830,636
Equipment Maintenance - General	8,000	1,250	6,750
Event Support	165,736	76,722	89,014
General Assembly Expenses	300,000	41,373	258,627
Insurance - Gen/Busi Liab/Auto	115,500	111,643	3,857
Meals	7,900	1,207	6,693
Meeting Support Services	9,250	490	8,760
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	2,972	6,778
Parking Cost	20,000	32,786	(12,786)
Parking Validations	15,827	2,967	12,860
Postage	5,350	1,320	4,030
Printing Services	5,000	1,830	3,170
Program/Office Supplies	14,700	16,279	(1,579)
Recording Fee	173,525	70,253	103,272
Rent/Lease Equipment	20,000	7,698	12,302
Seminar/Conferences	10,650	492	10,158
Staff Recognition	1,000	1,979	(979)
Storage	9,500	6,228	3,272
Subscriptions/Publications	4,250	1,175	3,075
Supplies/Materials	75,478	13,340	62,138
Training	10,000	1,075	8,925
Travel - Airfare	4,250	9	4,241
Travel - Mileage Reimbursement	11,250	950	10,300
TUMF Project Reimbursement	30,892,416	17,721,297	13,171,119
<b>Total Expenses</b>	<b>\$ 40,468,538</b>	<b>\$ 25,020,653</b>	<b>\$ 15,447,885</b>



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** SCAG Activities Update  
**Contact:** Arnold San Miguel, SCAG Regional Affairs Officer, [sanmigue@scag.ca.gov](mailto:sanmigue@scag.ca.gov), (213) 236-1925  
**Date:** July 12, 2021

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**Requested Action(s):**

1. Receive and file.
- 

**Purpose:**

The purpose of this item is to provide an update of activities undertaken by the Southern California Council of Governments (SCAG).

**Background:**

Attached is the SCAG Spotlight for July 2021, highlighting some of SCAG's projects and priorities.

**Prior Action(s):**

April 5, 2021: The Executive Committee received and filed.

**Fiscal Impact:**

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

**Attachment(s):**

[Attachment 1 - SCAG SPOTLIGHT July 2021 to WRCOG.pdf](#)

## SCAG SPOTLIGHT – JULY 2021

A monthly newsletter covering updates from the Regional Council meeting, an update from the President, and select highlights from the Executive Director's report.

### **SCAG REGIONAL COUNCIL APPROVES INCLUSIVE ECONOMIC RECOVERY STRATEGY FINAL REPORT**

The Regional Council today approved the Inclusive Economic Recovery Strategy (IERS). The Inclusive Economic Recovery Strategy is a central piece of SCAG's more than yearlong effort to promote diversity, equity and inclusion after declaring racism a public health crisis in June 2020.

Collaborating with stakeholders throughout the region, SCAG staff developed the strategy to foster greater opportunity for all and to narrow the economic disparities that exist locally and regionally. The report provides recommendations that focus on four areas – housing, transportation and infrastructure, growth sectors and human capital – and identifies opportunities to promote equity-oriented industry growth, job creation, entrepreneurship and small business success.

To continue this work, SCAG secured a \$3.5 million budget allocation, thanks to the leadership of Senator Susan Rubio (D-West Covina), to help our agency with the next steps in implementing the IERS. Moreover, the final IERS recommendations align with Governor Newsom's proposed \$100 billion "California Comeback Plan," thus positioning SCAG and its cities, counties and partners to leverage the knowledge gained in the IERS process to fund and implement the recommended strategies. The Governor's plan includes \$600 million for the Community Economic Resiliency Fund, and the targets for this funding are directly aligned with many of the IERS recommendations. Staff will work with partners and the state to secure funding and support partnerships to implement the IERS recommendations that require additional resources.

For more information on IERS and to read the final report visit [scag.ca.gov/inclusive-economic-recovery-strategy](https://scag.ca.gov/inclusive-economic-recovery-strategy).

### **REGIONAL COUNCIL APPROVES PUBLIC HEARING ON SOCAL GREENPRINT**

In a presentation to the Regional Council, SCAG staff provided an update on the SoCal Greenprint. SCAG has been developing the SoCal Greenprint, a required mitigation measure in the Program Environmental Impact Report certified for the Connect SoCal, to provide a practical, accessible resource to help stakeholders prioritize lands for growth and conservation based on the best available scientific data. The SoCal Greenprint will serve as a web-based tool that compiles more than 100 existing data sources into interactive maps that help stakeholders visualize how to better integrate nature into future growth and development. Regional Council members engaged in a robust discussion regarding the tool and voted to pause the implementation for at least 30 days to hold a public hearing at a future date for further discussion. More information on the SoCal Greenprint can be found at [scag.ca.gov/greenprint](https://scag.ca.gov/greenprint).

### **SCAG REGIONAL COUNCIL APPROVES EIGHT SMART CITIES & MOBILITY INNOVATIONS PROJECTS**

The Regional Council today approved eight local proposals that promote innovative approaches to addressing and solving regional mobility issues as part of the 2020 Sustainable Communities Program.

The Smart Cities & Mobility Innovations Call for Projects supports the implementation of three Connect

SoCal Key Connections, focusing on Smart Cities and Job Centers, Go Zones, and Shared Mobility/Mobility as a Service, to expand upon our mobility ecosystems and advance the region's vision. The eight selected proposals will develop new solutions to curb space and parking management by utilizing mobility technology, ultimately supporting healthy and equitable communities through the equitable allocation of public resources and air quality improvements.

SCAG staff will work closely with the awarded agencies to further define the scopes of work and develop a project initiation schedule and budgets. Read more about the Sustainable Communities Program at [scag.ca.gov/scp](http://scag.ca.gov/scp).

### **SCAG REGIONAL COUNCIL RELEASES DRAFT CONNECT SOCIAL & 2021 FTIP AMENDMENTS FOR PUBLIC REVIEW**

SCAG's Regional Council today approved the release of the Draft Connect SoCal, the Regional Transportation Plan/Sustainable Communities Strategy, Amendment #1 and 2021 Federal Transportation Improvement Program (FTIP) Consistency Amendment #21-05 for public review and comment.

Connect SoCal, the 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy, and the addendum to the Connect SoCal Program Environmental Impact Report were unanimously approved and fully adopted by the Regional Council in September 2020. Connect SoCal is a long-range visioning plan that builds upon and expands land use and transportation strategies established over several planning cycles to increase mobility options and achieve a more sustainable growth pattern. A major component of the Connect SoCal is a Project List containing thousands of individual transportation projects. Since the plan's adoption, some of these projects have experienced technical changes that are time-sensitive. In addition, the county transportation commissions in the SCAG region have also identified new project priorities in addition to projects that are no longer priorities. The proposed amendment to Connect SoCal and the 2021 FTIP is needed in order to ensure these projects move forward in a timely manner.

The 30-day public review and comment period begins on **July 1, 2021, and ends on July 31, 2021, at 5 p.m.** The Draft Connect SoCal Amendment #1 and the 2021 FTIP Amendment #21-05 are now available online. More information on how to participate in the public review and comment process or attend the public hearing is available [here](#).

### **NEWS FROM THE SCAG PRESIDENT**

#### **EXECUTIVE ADMINISTRATIVE COMMITTEE CONVENES FOR 2021-22 STRATEGIC PLANNING SESSION**

On June 24, SCAG President Clint Lorimore convened the Executive Administration Committee (EAC) for a two-day work planning session at the Mission Inn in the city of Riverside. The session provided EAC members an opportunity to reflect on the past year and included a discussion on strategic planning for the year ahead. A full report will be provided at the September Regional Council meeting.

#### **SCAG LEADERSHIP MEETS WITH STATE SENATOR OCHOA BOGH ON HOUSING**

SCAG's executive board officers, including President Lorimore and Second Vice President Carmen Ramirez, joined Legislative/Communications and Membership Committee Chair Alan Wapner and Vice-Chair Peggy Huang to meet with first-term State Senator Rosilicie Ochoa Bogh (R-Yucaipa), who represents California's 23rd Senate District. They were also joined by Regional Council members Randall Putz, Larry McCallon and Rey Santos. Senator Ochoa Bogh shares SCAG's priority of increasing housing affordability while protecting local control. In addition, Senator Ochoa Bogh serves as the Chair of the Inland Empire Caucus and is focused on helping children and families in California thrive. She expressed a desire to continue the conversation and leverage SCAG's resources and knowledge as she continues to advocate for Southern California in Sacramento.

#### **PRESIDENT LORIMORE PRESENTS AT RIVERSIDE COUNTY WATER TASK FORCE**

President Lorimore and SCAG's Planning Director Sarah Jepson presented at the Riverside County Water Task Force on the impacts of growth on the Riverside region and water resources. The task force meeting also included presentations from Dr. Mark Grey of the Building Industry Association and Zoe Rodriguez del Rey of the Coachella Valley Water District. Presenters discussed finding the difficult balance in Southern California of creating enough housing for all while using natural resources in a sustainable way. Much of the discussion focused on changes in technology and building practices that could assist in reaching regional housing goals.

#### **NEWS FROM THE SCAG EXECUTIVE DIRECTOR**

##### **RACIAL EQUITY EARLY ACTION PLAN FOLLOW-UP ACTIONS AND IMPLEMENTATION**

Since the Regional Council adopted the Racial Equity Early Action Plan on May 6, staff have been working towards researching and implementing actions. Highlights of these activities include:

Exploratory discussions are underway with the Lincoln Land Institute and the Claremont Lincoln University regarding potential listening and learning opportunities to provide foundational education to various audiences in the region.

SCAG's cross-divisional Inclusion, Diversity, Equity and Awareness (IDEA) team is amid a foundational educational workshop series entitled "IDEA Foundations."

The IDEA team piloted a workshop entitled "Addressing Microaggressions in the Workplace" in June. After attending the pilot education session, SCAG has proceeded to offer the workshop to all staff.

For June, SCAG's logo was updated to celebrate Pride Month, signifying our support of the LGBTQ+ community. With the modification to our logo, we hope that SCAG can do its part to increase visibility and offer support and a sense of belonging to those within the LGBTQ+ community – both within SCAG and in the region we serve.

This June, SCAG highlighted the importance of Juneteenth and provided space for staff to take time to celebrate this critical day in U.S. history. As a commitment to advancing racial equity at SCAG and within the region, staff was encouraged to celebrate Juneteenth in their own ways, while providing several resources that educate, uplift and celebrate.

Research is underway to develop and provide more opportunities for small businesses to learn about SCAG's procurement processes and how to submit bids.

Human Resources is evaluating SCAG's current recruitment process as a key component of preparing an inclusive and equitable talent management strategy. We have completed the discovery stage, which included a review of current documentation, a review of the agency's diversity, equity and inclusion strategy and objectives related to recruitment, and interviews with staff who have recently engaged in various aspects of the recruitment process.

More information on SCAG's work regarding inclusion, diversity, equity and awareness, including SCAG's definition of Racial Equity, can be found [here](#).

Read the full Executive Director's Report for July 2021 and see past reports on the SCAG website.



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Cal Cities Activities Update  
**Contact:** Erin Sasse, Regional Public Affairs Manager, Cal Cities, [esasse@cacities.org](mailto:esasse@cacities.org),  
(951) 321-0771  
**Date:** July 12, 2021

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**Requested Action(s):**

1. Receive and file.
- 

**Purpose:**

The purpose of this item is to provide an update of activities undertaken by Cal Cities.

**Background:**

This item is reserved for a presentation by Erin Sasse, Regional Public Affairs Manager for Cal Cities.

**Prior Action(s):**

June 7, 2021: The Executive Committee received and filed.

**Fiscal Impact:**

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

**Attachment(s):**

None.



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** TUMF Appeal for Vesting Tentative Tract Map 31620 and 31620-1 in the City of Hemet

**Contact:** Chris Gray, Deputy Executive Director, [cgray@wrcog.us](mailto:cgray@wrcog.us), (951) 405-6710

**Date:** July 12, 2021

### **Requested Action(s):**

1. Deny the appeal from DR Horton for the payment of TUMF fees for Vesting Tentative Tract Maps 31620 and 31620-1.

### **Purpose:**

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 and 31620-1.

### **Background:**

WRCOG serves as the Administrator of the regional Transportation Uniform Mitigation Fee (TUMF).

Through the TUMF Program, WRCOG collects transportation impact fees from developers, aggregates the funds, and then distributes them to WRCOG member agencies. Since its inception TUMF has collected nearly \$1 Billion in fees and funded over 110 projects.

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 TUMF 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 1000 fee calculations and collection actions. Almost all of them are routine, requiring limited intervention by WRCOG and member 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 only been one appeal within the last five years.

## **Development Agreements and VTTMs**

Development Agreements are contracts between developers and local governments. These agreements spell out development project's rules, regulations, commitments, and policies for a specific period of time. For example, a Development Agreement might specify that a developer will construct a new roadway or a new park as one of their commitments. In return, the local government might provide certain land use approvals to the developer. Development Agreements are generally complex documents which can require years to fully negotiate and execute. One element that is common to development agreements is their long-term duration. Within the WRCOG region, development agreements of a 20-30 year duration are not uncommon. Vesting Tentative Tract Maps (VTTMs) are similar to development agreements in that they confer rights to proceed with development but are often less complex and do not have the same duration as a development agreement, based on State Law. Often, Development Agreements and VTTM's specific the fee obligations of a development project which could include requiring the payment of fees or waiving certain fees.

Many Development Agreements and VTTM's which were initially approved in the early 2000's contained exemptions from the imposition of TUMF fees. These exemptions were allowed since some stakeholders thought that it was inappropriate to impose new fees on projects which were already approved or in the approval process prior to the implementation of the TUMF Program.

To provide clarity for that process, the TUMF Administrative Plan has an exemption for these agreements which predate the implementation of the TUMF Program in 2003. To be eligible for a TUMF exemption, an agreement must meet the following criteria:

1. The TUMF Development Agreement or VTTM was approved prior to the initial TUMF Ordinance adopted by the member agency.
2. The TUMF Development Agreement or VTTM has not expired.
3. The TUMF Development Agreement or VTTM has not been extended.

These criteria can be seen as a compromise in that these development projects were allowed to proceed for their initial approval period but were not granted an infinite TUMF exemption.

Because of these conditions, WRCOG conducts regular reviews of all agreements to ascertain what TUMF exemptions might still apply within the subregion. Approximately 100 agreements provided a valid TUMF exemption when the TUMF Program was first implemented in 2003. Over time, many of the original development projects referenced by these agreements were completed. In other cases, the original agreements expired or were extended, which removed the TUMF exemption. During the last review in 2018, WRCOG noted that there were only three projects with valid TUMF exemptions (one in Corona, one in Murrieta, and one in Temecula). WRCOG memorialized this review in letters that were sent to the Technical Advisory Committee (TAC) representative for each of our member agencies that participate in TUMF. This letter was provided to the City of Hemet City Manager on November 26, 2018 (Attachment 1 to this Staff Report).

### **Appeal from DR Horton**

In September 2020, WRCOG was contacted by DR Horton, requesting a letter stating that VTTM 31620 and 31620-1 were TUMF exempt. WRCOG had not been previously contacted by DR Horton regarding their TUMF exemption prior to this time. WRCOG notified DR Horton and the City that we had previously concluded that VTTM 31620 & 31620-1 were not exempt from the payment of TUMF fees but would

conduct additional research. Both DR Horton and the City of Hemet were notified in the Fall of 2020 that WRCOG did not consider that these vesting maps in question had a valid TUMF exemption (Attachment 2 to this Staff Report).

DR Horton clarified their position in a letter to WRCOG staff. (Attachment 3 to this Staff Report). After performing additional research and further consultation with WRCOG's legal counsel, a decision from WRCOG's Executive Director was conveyed to the DR Horton (Attachment 4 to this Staff Report) that their appeal was denied. DR Horton appealed that decision and requested the issue be heard by WRCOG Administration & Finance Committee. This appeal was heard at the June 9, 2021, Administration & Finance Committee meeting and the Committee recommended that the Executive Committee deny the appeal from DR Horton for the payment of fees for VTTM to 31620 & 31620-1. DR Horton is now appealing this decision to the Executive Committee meeting which is binding on WRCOG.

**Prior Action(s):**

June 9, 2021: The Administration & Finance Committee recommended that the Executive Committee deny the appeal from DR Horton for the payment of fees for VTTM 31620 and 31620-1.

**Fiscal Impact:**

Currently, DR Horton has paid the TUMF fees in protest for VTTM 31620 and 31620-1 in the amount of \$614,710 for the constructed portion of the project. If the appeal is approved by the Executive Committee, these fees will be refunded to the applicant. The project is still under development for another 44 Single-family units with an additional TUMF obligation of \$431,640.

**Attachment(s):**

[Attachment 1 - Letter to City of Hemet - November 26, 2018](#)

[Attachment 2 - Letter to City of Hemet - September 21, 2020](#)

[Attachment 3 - Letter re Citrus Pointe TUMF and MSHCP Fees - January 21, 2021](#)

[Attachment 4 - Denial of Appeal of TUMF DR Horton - February 16, 2021](#)

VTTM 31620 & 31620-1 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



# 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:

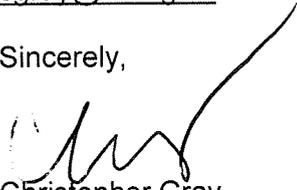
Development Agreement Title	TUMF Payment Required? (Yes/No)
MWD (McSweeney Ranch SP 88-19 and DVL Park SP 02-001)	TUMF payment required after 1/13/2019
Page Plaza (SP 00-01)	Yes
Stoney Mountain Ranch	Yes
McSweeney Farms SP 01-002 & TR34659 & various other maps	Yes
Tres Cerritos West TR31513	Yes
31705	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](mailto:cgray@wrcog.us).

Sincerely,



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 APPLICATION 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

VTTM 31620 & 31620-1 TUMF  
Appeal - City of Hemet

## Attachment 2

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



## 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

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](mailto: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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**Steven C. DeBaun**  
(951) 826-8201  
steven.debaun@bbklaw.com  
File No. 20323.00004

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.



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

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,

A handwritten signature in blue ink, appearing to read 'S. DeBaun', written over a horizontal line.

Steven C. DeBaun  
of BEST BEST & KRIEGER LLP

SCD:smb

20323.00004\33277873.3



# Western Riverside Council of Governments

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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:

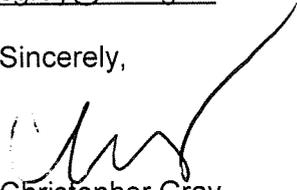
Development Agreement Title	TUMF Payment Required? (Yes/No)
MWD (McSweeny Ranch SP 88-19 and DVL Park SP 02-001)	TUMF payment required after 1/13/2019
Page Plaza (SP 00-01)	Yes
Stoney Mountain Ranch	Yes
McSweeny Farms SP 01-002 & TR34659 & various other maps	Yes
Tres Cerritos West TR31513	Yes
31705	Yes
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](mailto:cgray@wrcog.us).

Sincerely,



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 APPLICATION 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

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ALLIANCES IN MEXICO  
AND SRI LANKA

January 21, 2021

VIA E-MAIL

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Director of Transportation & Planning  
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([cgray@wrcog.us](mailto: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 - [MFAdriatico@drhorton.com](mailto:MFAdriatico@drhorton.com))  
Ms. Susan Paradiso (via e-mail - [SJParadiso@drhorton.com](mailto:SJParadiso@drhorton.com))  
Eric S. Vail, Esq., City Attorney (via e-mail - [evail@bwslaw.com](mailto:evail@bwslaw.com))  
Thomas D. Jex, Esq., Assistant City Attorney (via e-mail - [tjex@bwslaw.com](mailto:tjex@bwslaw.com))  
Steven DeBaun, Esq. (via e-mail - [Stevendebaun@bbklaw.com](mailto:Stevendebaun@bbklaw.com))

**EXHIBIT A**

**PLANNING COMMISSION RESOLUTION NO. 03-60**

**[attached]**

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**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:

1     **SECTION 1: Vesting Tentative Tract Map Findings**  
2

3     Based on consideration of the whole record before it, including but not limited to, the Staff  
4     Report dated November 18, 2003, and all documents, testimony received at the public  
5     hearing of this matter, and evidence made part of the record, the Planning Commission  
6     hereby finds as follows:  
7

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

10  
11     The project site has an existing General Plan Land Use designation of  
12     Commercial which allows a variety of commercial and retail land uses. One of the  
13     findings needed to approve the proposed tract map is consistency with the  
14     General Plan. As proposed, the project is inconsistent. In researching the land  
15     use issue however, it was discovered that the applicant, and the City, did not  
16     concurrently process a General Plan Amendment with Annexation No. 97-142.  
17     Even though the zoning for the project was addressed (i.e., R-1-C), the land use  
18     designation was not. To make a finding of consistency for the proposed tract  
19     map, a condition has been placed on the project to require an official General Plan  
20     Amendment to be processed and approved by the Planning Commission and City  
21     council prior to approval of the Final Map by City Council. With the correct R-1  
22     land use designation, the proposed tract map would be consistent with the  
23     General Plan.  
24

25     Further, with the R-1 land use designation, the proposed subdivision is in  
26     conformance with the General Plan for the City of Hemet which designates the  
27     project site as R-1 (Single Family Residential). This General Plan land use  
28     designations provide for single-family residential development with densities  
29     ranging from one (1) to seven (7) units per acre on lots with a minimum size of  
30     7,200 square-feet. The proposed subdivision is consistent with this standard, and  
31     has a proposed density of 3.9 units per acre which is less than the maximum  
32     density allowed by the General Plan.  
33

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

36  
37     The design and improvements of the proposed subdivision are consistent with the  
38     General Plan in that on-site improvements, such as street dedications and drainage  
39     facilities will be designed and constructed in accordance with City standards. Further,  
40     the project design which is intended for single-family residential development on  
41     7,200 square-foot lots provides for satisfactory pedestrian and vehicular circulation.  
42

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

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

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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.

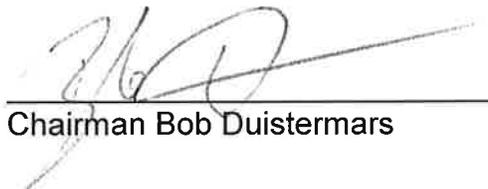
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9 **SECTION 3: Planning Commission Action**

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11 The Planning Commission hereby takes the following action:

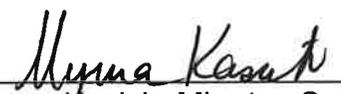
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13 1. Vesting Tentative Tract Map No. 31620 is hereby approved subject to the conditions  
14 set forth in Exhibit 1A attached hereto and incorporated herein by this reference.  
15 Any modification to the conditions of approval shall be in compliance 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

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33 Chairman Bob Duistermars

34  
35 ATTEST:

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38 \_\_\_\_\_  
39 Myrna Kasick, Minutes Secretary

**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

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**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

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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.

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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.

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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).***

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

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 built" in public areas, and RP principle backflow prevention certification(s) for all water service.

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

## 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

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

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

10

**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)  
 Land Div Sch A  
 Appl/Rep R.E.P. Development / A.W. Frick Developable Lots 217 Dev. Ac 52.6  
 Date Submitted 9-11-89 Open Space Lots \_\_\_\_\_ O.Sp. Ac \_\_\_\_\_  
 Existing Zones R-2

Changes of Zones Only	Proposed Zoning					
	Acreege					

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					
	Acreege					

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 30 1990  
 DEC 30 1990

NOV 27 1990

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

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

By [Signature] Deputy  
 County of Riverside, California

By [Signature] COUNTY STAMP

# 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 Cooperative  
NAME OF PERSON(s) PREPARING EA: Reivan Beck, Planner III

### I. PROJECT INFORMATION

- A. DESCRIPTION (include proposed minimum lot size and uses as applicable): Rivide  
52.6± acres into 203 residential lots at 2700 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," "SMMAP" 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.3 (Circle One). This information is necessary to determine the appropriate land use suitability ratings in Section II.B.

NA - Not Applicable      Critical      Essential      Standard-High Risk      **Standard-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 rating. (See definitions at bottom of this page).

**HAZARDS**

- |   |   |
|---|---|
| 1. <u>N</u> Airport-Private Special Studies or County Peak Hazard Zones (Fig. V.1)      | 12. <u>N</u> Airport Noise (Fig. E.10.5, E.10.11 & V.12 & 1984 ACLZ Report, M.A.F.S.) |
| 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) Florida   |
| 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 State Sensitive Uses (Fig. V.11)       |
| 7. <u>N</u> (NA) S PS U R (Fig. V.6)  | 18. <u>N</u> Noise Sensitive Project (Fig. V.11) Residential                          |
| 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 & Blownd (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) Prime                  | 28. <u>Y</u> State Highways (Fig. V.26) Florida                       |
| 28. <u>N</u> In or Near an Agricultural Preserve                   | 29. <u>N</u> Historic Resources (Fig. V.22 - V.23)                    |
| 29. <u>N</u> Flv. Co. Agricultural Land Conservation District Maps | 30. <u>N</u> Technological Resources (Fig. V.22 - V.23 & V.45 - V.46) |
| 30. <u>Y</u> Wetlands (Fig. V.28 - V.29) State Fee Area            | 31. <u>N</u> Technological Resources (Technological Resources Map)    |
| 31. <u>N</u> Wetlands (Fig. V.28 - V.29)                           | 32. <u>N</u> Other _____  |
| 32. <u>N</u> Cultural Resources (Fig. V.31 - V.32)                 | 33. <u>N</u> Other _____  |
| 33. <u>Y</u> Energy Resources (Fig. V.33 - V.34)                   |   |

**Definitions for Land Use Suitability and Noise Acceptability Ratings**

- |                         |                          |                           |
|-------------------------|--------------------------|---------------------------|
| NA - Not Applicable     | CS - Severely Suitable   | PS - Potentially Suitable |
| S - Severely Suitable   | CR - Restricted          | SA - Severely Acceptable  |
| U - Moderately Suitable | US - Severely Unsuitable | D - Land Use Discouraged  |

**IV. LAND USE DETERMINATION**

**A. Complete this part unless the project is located in "Adopted Specific Plans", "TEMAP" or "Rancho 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. Calumae
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 and landscape sodium vapor lighting is avoided.

**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. 800 State Equestrian Trail Maps) |
| 2 <u>N</u> Site Tests (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.16)  | 14 <u>N</u> Airports (Fig. E.16.2 - E.16.4, E.16.5 - E.16.10 & N.27 - N.28)                |
| 6 <u>Y</u> Sheriff Services (Fig. N.17 - N.18)   | 15 <u>N</u> Disaster Preparedness  |
| 7 <u>Y</u> Schools (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 _____  |
| 9 <u>Y</u> Parks and Recreation (Fig. N.19 - N.20)   |  |

**B. If all or part of the project is located in "Adopted Specific Plans", "TEMAP" or "Rancho 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: \_\_\_\_\_

**07. 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 (A. residential, commercial, etc.)** Category II Residential

**2. Current land use category(ies) for the site based on existing conditions. Also indicate land use type (A. 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?** Yes  
**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?** Yes  
**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:**

<u>SECTION TITLE NO.</u>	<u>INFORMATION REQUIRED</u>	<u>DATE INFORMATION REQUESTED</u>	<u>DATE INFORMATION RECEIVED</u>	<u>AGENCY OR PERSON CONTACTED</u>
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  
TITLE 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 farm 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 square. 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.? 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.9 Development of the project will impact parks on a cumulative basis. Payment of park fees received by Valleywide Park and Recreation District's letter of 3-1-90 will mitigate this concern.

See attached pages.

**31. 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 Reina Beck, Planner III Date 7-11-90

**EXHIBIT C**

**SUBDIVISION IMPROVEMENT AGREEMENT – TRACT NO. 31620-1**

**[attached]**

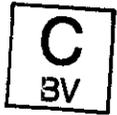
**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:**  
(Document exempt from recording fees  
pursuant to Cal. Gov. Code § 27383)

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 1<sup>st</sup> 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 to 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.

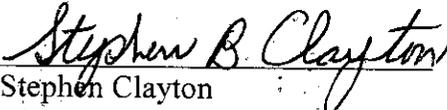
19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

**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

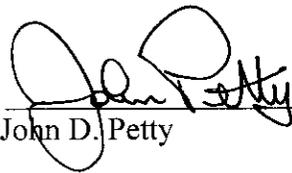


**APPROVED AS TO FORM**

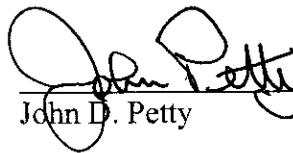
By:   
Eric S. Vail  
City Attorney

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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.**





**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]**





**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
<b><u>WATER IMPROVEMENTS</u></b>					
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%
TOTAL WATER IMPROVEMENTS					\$113,063.50

<b><u>SEWER IMPROVEMENTS</u></b>					
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%
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

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

2005-1065982  
12/28/2005 08:00A  
24 of 34



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

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

2005-1865982  
12/28/2005 08:19:09A  
25 of 34



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:

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

2005-1065982  
12/28/2005 09:00A  
26 of 34



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.

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

2005-1065982  
12/28/2005 08:00A  
27 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.

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

2005-1065982  
12/28/2005 08:00A  
28 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.

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

2005-1065982  
 12/28/2005 08:00A  
 29 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**

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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).

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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.

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

2005-1065982  
 12/28/2005 08:08A  
 32 of 34

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

2005-1065982  
12/28/2005 08:06A  
33 of 34



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**

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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

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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 to 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.

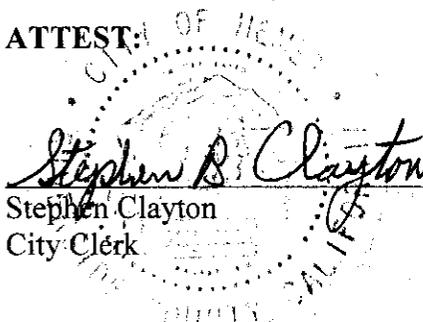
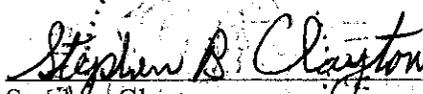
19.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

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

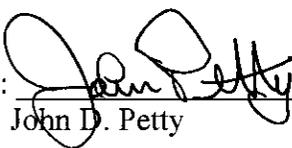


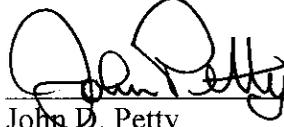
APPROVED AS TO FORM

By:   
Eric S. Vall  
City Attorney

\_\_\_\_\_

By: JDP Development, Inc.  
a California corporation

By:   
John D. Petty

By:   
John D. Petty

Its: President

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.**





**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 08:08A  
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
<b>STREET IMPROVEMENTS</b>					
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
<b>TOTAL STREET IMPROVEMENTS</b>					<b>\$239,158.62</b>

2006-0903559  
 01/04/2006 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
<b><u>WATER IMPROVEMENTS</u></b>					
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
<b><u>SEWER IMPROVEMENTS</u></b>					
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

2006-0003559  
01/04/2006 09:00F  
21 of 34



**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: \_\_\_\_\_

2006-0003559  
01/04/2006 09:08A  
22 of 34



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

**[To Be Inserted]**

RIV #4837-5047-1680 v2

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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.

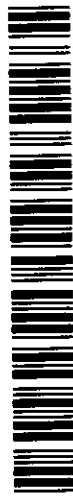
PLANNING DEPARTMENT CONDITIONS

**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

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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

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

2006-0003559  
01/04/2006 08:09A  
25 of 34



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:**

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

2005-080359  
01/04/2006 08:00A  
26 of 34



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.

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

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



2006-083559  
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. 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.

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**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.

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**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**

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

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).

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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 builts" 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.

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

2006-0003559  
 01/04/2006 09:00A  
 32 of 34



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).

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

2006-0003559  
01/04/2006 09:00A  
33 of 34



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**

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

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



VTTM 31620 & 31620-1 TUMF  
Appeal - City of Hemet

# Attachment 4

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



## 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](mailto:Steven.DeBaun@BBKLAW.COM).

Sincerely,

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

Rick Bishop  
Executive Director



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** 2021 TUMF CCI Adjustment Update  
**Contact:** Chris Gray, Deputy Executive Director, [cgray@wrcog.us](mailto:cgray@wrcog.us), 951-405-6710  
**Date:** July 12, 2021

### **Requested Action(s):**

1. Approve a 3% 2021 Construction Cost Index adjustment for all TUMF land use types.

### **Purpose:**

The purpose of this item is to request approval of a Construction Cost Index (CCI) adjustment to the Transportation Uniform Mitigation Fee (TUMF) schedule.

### **Background:**

WRCOG serves as the Administrator of the regional Transportation Uniform Mitigation Fee (TUMF).

Through the TUMF Program, WRCOG collects transportation impact fees from developers, aggregates the funds, and then distributes them to WRCOG member agencies. Since its inception TUMF has collected nearly \$1 Billion in fees and funded over 110 projects.

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**

The TUMF Administrative Plan requires that WRCOG update the TUMF Nexus Study following the adoption of the Southern California Association of Governments (SCAG) Regional Transportation Plan. To fulfill that requirements, WRCOG plans to update the TUMF Nexus Study, with the process beginning in the Fall of 2021. The Study will take 12 - 18 months to complete and staff will propose an updated fee structure based on the changes in the transportation network, land use patterns, and project costs. Any changes in the TUMF fee structure could take as another 1 year to fully implement.

Because of the time between Nexus Study updates, WRCOG is also required to bring forward for consideration annual CCI adjustments. Annual CCI's essentially bridge the gap between changes in the TUMF fee structure associated with Nexus Study updates, by incorporating updated project cost data on an annual basis rather than every 4-5 years.

Since the adoption of the last TUMF Nexus Study in 2017, construction, labor, and land costs have demonstrated an increasing trend. The graph attached to this staff report compares different CCI indexes from 1990 through 2020. Factors contributing to the increase include tariffs and increasing demand for labor and materials, especially as development in the private sector has continued at a high level. Many of our member agencies have requested additional funding from the TUMF Program to complete existing projects. In some cases, we are limited in the amount of additional funding we can provide if this CCI is not implemented.

Previously, the Executive Committee adopted two indices as the basis for completing CCI adjustments to the TUMF schedule of fees. The CCI adjustments is therefore a weighted average of the 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 Metropolitan Statistical Area (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 nor implemented in 2020 due to the COVID-19 pandemic, the 2021 CCI adjustment encompasses the past two years based on available data.

As depicted in the attached graph, 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. When these factors are applied to the data in the 2016 Nexus Study, it yields an increase of approximately 9%.

### **Current Fee Schedule**

As of July 2021, the following TUMF fee schedule is in effect:

Single Family Residential:	\$9.810 per DU
Multi-Family Residential:	\$6,389 per DU
Retail:	\$7.50 per square foot
Service:	\$4.75 per square foot
Industrial:	\$1.81 per square foot

One key element of the current fee schedule is that each of the current fees by land use are consistent with 2016 Nexus Study except for the retail rate. When the 2016 Nexus Study was adopted, the Executive Committee froze the retail rate at \$7.50 per square foot, rather than the full rate specified in the Nexus Study. This reduction was made as a way to incentivize retail uses within the sub-region. This reduction was also consistent with the findings of a fee comparison study completed by WRCOG which noted that retail fees within the WRCOG region were generally far higher than in counties like San Bernardino.

### **Process of CCI Adjustment To-Date**

**Public Works Committee (PWC):** Staff provided an initial presentation on the proposed CCI adjustment to the PWC at its April meeting. Staff then brought the item to the PWC again at its May meeting for recommendation. The PWC recommended that the full CCI adjustment rate be implemented for each land use, including the retail rate, and that the currently frozen retail rate be set at the maximum amount

allowed by the 2016 TUMF Nexus Study.

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. 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. Staff also noted that current collections are projected to exceed \$50 million for this fiscal year.

Technical Advisory Committee (TAC): 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.

Administration & Finance Committee: The Administration & Finance Committee voted unanimously to recommend the TAC recommendation of a 3% increase to all the fees.

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

Land Use Type	Units	Current TUMF	Initial Staff Recommendation	PWC Recommendation	TAC & A&F 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**

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 at the earliest. The Executive Committee also has the option of phasing in any increase as was the case with the 2019 CCI.

**Prior Action(s):**

June 9, 2021: The Administration & Finance Committee recommended that the Executive Committee approve a 3% fee increase of the 2021 Construction Cost Index adjustment for each land use type.

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 full proposed 2021 Construction Cost Index adjustment for each land use type.

**Fiscal Impact:**

Adopting a CCI adjustment may increase revenues generated by the TUMF Program by approximately 3% in the 2021/2022 Fiscal Year.

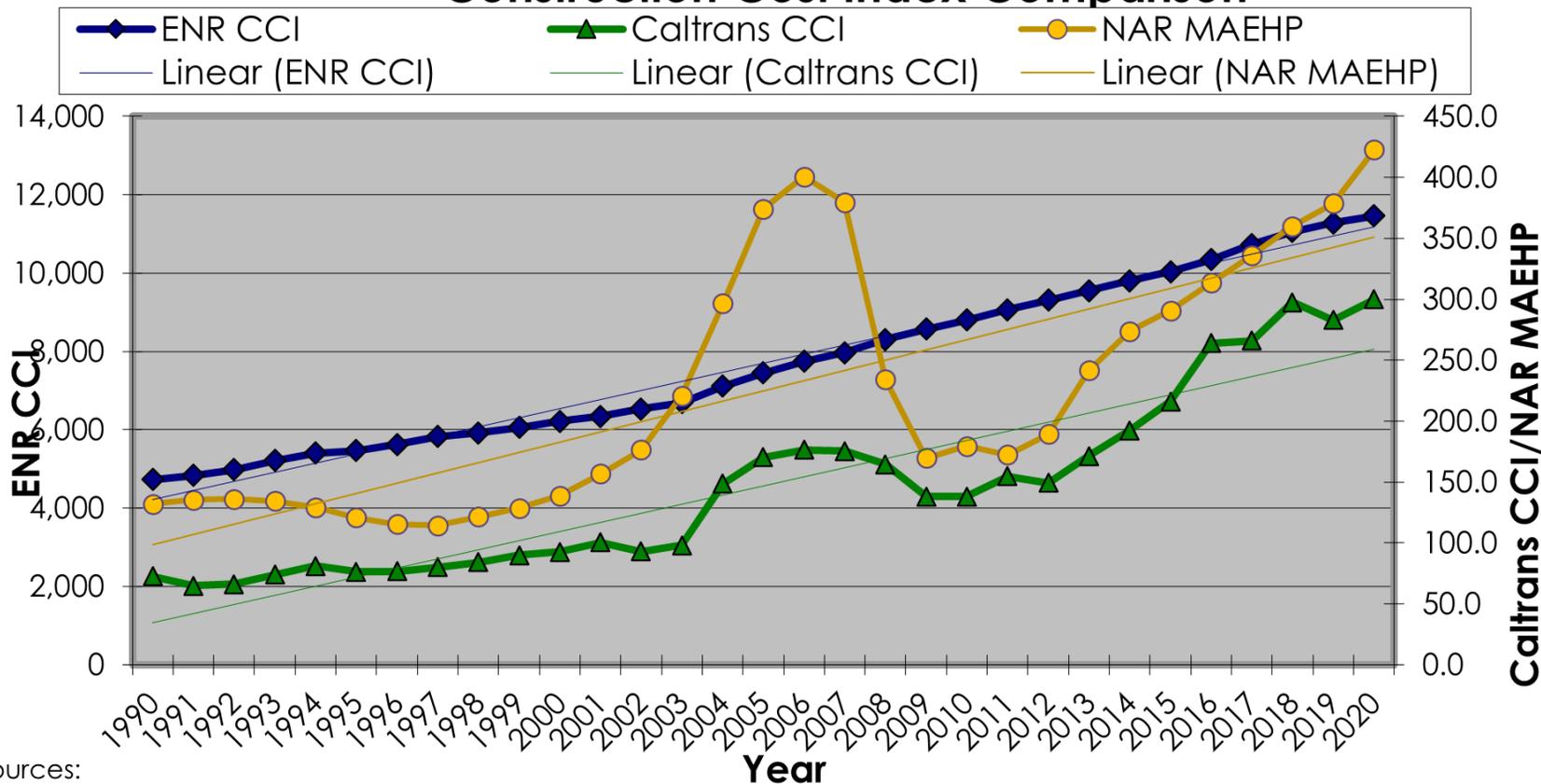
**Attachment(s):**

[Attachment 1. 2021 CCI Graph.pdf](#)

# 2021 TUMF CCI Adjustment Update

## Attachment 1 2021 CCI Graph

## Construction Cost Index Comparison



Sources:

ENR CCI - Engineering News Record Construction Cost Index History

Caltrans CCI - State of California Department of Transportation Historical Highway Construction Cost Index



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Recognition of the Executive Committee Outgoing Chair  
**Contact:** Rachel Singer, External Affairs Program Manager, [rsinger@wrcog.us](mailto:rsinger@wrcog.us), (951) 405-6754  
**Date:** July 12, 2021

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**Requested Action(s):**

1. Receive and file.
- 

**Purpose:**

The purpose of this item is to honor the outgoing Executive Committee Chair from Fiscal Year 2020/2021.

**Background:**

Typically, WRCOG recognizes the efforts of the Executive Committee Chair at the Agency's Annual General Assembly. Since this year's General Assembly event was virtual, WRCOG is pleased to recognize Mayor Kevin Bash from the City of Norco for his service as WRCOG's Executive Committee Chair for Fiscal Year 2020/2021.

Aside from his work leading WRCOG's Executive Committee over the course of the past year, Mayor Bash fulfilled his duties at his City with exemplified premiere adaptability, positivity, and resilience despite mounting challenges in light of the affects of the COVID-19 pandemic.

**Prior Action(s):**

None.

**Fiscal Impact:**

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

**Attachment(s):**

None.



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Recognition of WRCOG Staff Service Milestones  
**Contact:** Princess L. Hester, Administrative Services Director, [phester@wrcog.us](mailto:phester@wrcog.us), (951) 405-6704  
**Date:** July 12, 2021

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**Requested Action(s):**

1. Receive and file.
- 

**Purpose:**

The purpose of this item is recognize staff for milestone years of service to WRCOG.

**Background:**

WRCOG typically recognizes staff service milestones at the General Assembly event. Since this year's General Assembly was a virtual event, these staff milestones are being presented at the Executive Committee.

This year, Chris Gray, Deputy Executive Director; Andrew Ruiz, Chief Financial Officer; and Christopher Tzeng, Transportation Program Manager, celebrate five years of service to WRCOG. Their dedication and loyalty to the agency serves as a vital link to the goal of delivering a quality of service to Western Riverside County that is unmatched. This is an important milestone and WRCOG is pleased to honor their achievements and commitment to the agency.

**Prior Action(s):**

None.

**Fiscal Impact:**

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

**Attachment(s):**

None.