

CITY OF WILDOMAR CITY COUNCIL AGENDA

6:30 P.M. – SPECIAL MEETING

OCTOBER 24, 2018

Council Chambers

23873 Clinton Keith Road, Suite 106, Wildomar CA



Ben J. Benoit, Mayor, District 1

Marsha Swanson, Mayor Pro Tem, District 5

Bridgette Moore, Council Member, District 4

Dustin Nigg, Council Member, District 2

Timothy Walker, Council Member, District 3

Gary Nordquist
City Manager

Thomas D. Jex
City Attorney

WILDOMAR CITY COUNCIL SPECIAL MEETING AGENDA OCTOBER 24, 2018

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

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

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

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

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

NOTICE: Wildomar City Council meetings may be live-streamed and/or videotaped. Attendance at the meeting constitutes consent by members of the public to the City's and any third party's use in any media, without compensation or further notice, of audio, video, and/or pictures of meeting attendees.

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

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

ROLL CALL

FLAG SALUTE

PUBLIC COMMENTS

This is the time when the Council receives public comments regarding any items or matters within the jurisdiction that **do not** appear on the agenda.

State law allows the Council to only talk about items that are listed on the agenda. **Speakers can raise issues not listed on the agenda; however, the law does not allow the City Council to discuss those issues during the meeting.** After hearing the matter, the Mayor will turn the matter over to the City Manager who will put you in contact with the proper Staff person.

Each speaker is asked to fill out a Public Comments Card available at the Chamber door and submit the card to the City Clerk. **Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally.** The time limit established for public comments is three minutes per speaker.

Prior to taking action on any item that is on the agenda, the public will be permitted to comment at the time it is considered by the City Council.

APPROVAL OF THE AGENDA AS PRESENTED

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

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

RECOMMENDATION: Staff recommends that the City Council approve the reading by title only of all ordinances.

1.2 TTM 32024 - Monte Vista Ranch Grading Agreement

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute the Grading Agreement with KB Home Coastal, Inc. for TTM 32024 (Monte Vista Ranch).

1.3 Shelter Crisis Declaration

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

RESOLUTION NO. 2018 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, DECLARING A SHELTER CRISIS PURSUANT TO SB 850
(CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE § 8698.2)

2.0 PUBLIC HEARINGS

2.1 Prohibiting Commercial Cannabis Facilities and Regulating Cannabis Cultivation

RECOMMENDATION: The Planning Commission recommends the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, PROHIBITING COMMERCIAL CANNABIS FACILITIES AND
REGULATING CANNABIS CULTIVATION AND A FINDING THAT THE
ORDINANCE IS NOT SUBJECT TO CEQA PER CEQA GUIDELINES
SECTIONS 15061(B)(3) AND 15060(C)(2) & (3)

3.0 GENERAL BUSINESS

3.1 Community Choice Aggregation Program and First Amendment to the Western Community Energy Joint Powers Agreement

RECOMMENDATION: Staff recommends that the City Council:

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

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY
CHOICE AGGREGATION PROGRAM

2. Approve and Authorize the Mayor to sign the First Amendment to the Western Community Energy Joint Powers Agreement

ADJOURN THE CITY COUNCIL

City Council/Wildomar Cemetery District Regular Meeting Schedule

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

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

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

I, Debbie A. Lee, Wildomar City Clerk, do certify that on October 19, 2018, by 6:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

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



Debbie A. Lee, CMC
City Clerk/Human Resources Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.2
CONSENT CALENDAR
Meeting Date: October 24, 2018

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

PREPARED: Kamran Saber, Senior Engineer

SUBJECT: TTM 32024 - Monte Vista Ranch Grading Agreement

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the Grading Agreement with KB Home Coastal, Inc. for TTM 32024 (Monte Vista Ranch).

BACKGROUND:

Tentative Tract Map (TTM 32024), also known as Monte Vista Ranch, was originally approved by the County on April 4, 2006 followed by a Change of Zone from R-R to R1 (#6916) which was adopted by the County on April 25, 2006. An aerial image of the location of TTM 32024 is included in Attachment A. Subsequent to its entitlement approval, the project was processed for final engineering in the County from late 2006 until it was shelved due to the market downturn. The project was put on hold in 2007 the year prior to the City's incorporation and was restarted in 2012 under the City's purview. Following three rough grading plan checks with the City, the project was again put on hold by early 2013 and then restarted late in 2015. The City approved rough grading plans for TTM 32024 on May 24, 2017 (Attachment B). Since then, a new developer, KB Home Coastal, Inc. (Developer), purchased the project and is preparing to begin grading activities. The Developer is currently also processing final improvement plans with the City.

DISCUSSION:

In order to complete on-site grading activities, the Developer is required to enter into a Grading Agreement (Attachment C) which identifies the Developer's obligations to the City in performing and completing the grading construction. The agreement also provides the City with bonds to secure the grading activities. If the Developer fails to fulfill their obligations, the bonds provide a mechanism for the City to ensure that the construction site is brought to a safe and acceptable condition. The bonds are based on the Developer's engineer's construction cost estimates that are also included in Attachment C.

FISCAL IMPACT:

There are no fiscal impacts to the City at this time. All costs related to this process are covered by developer deposits. If the landowner fails to complete the grading or fails to fulfill their obligations and the City must bring the site to a safe and acceptable condition, the grading bonds provide a mechanism for the City to ensure that the site is appropriately addressed without incurring costs to the City.

Submitted by:
Daniel A. York
Assistant City Manager,
Public Works Director/City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- A. Aerial Photo of Monte Vista Ranch
- B. Monte Vista Ranch Rough Grading Plans
- C. Grading Agreement, Bond, and Cost Estimate

ATTACHMENT A

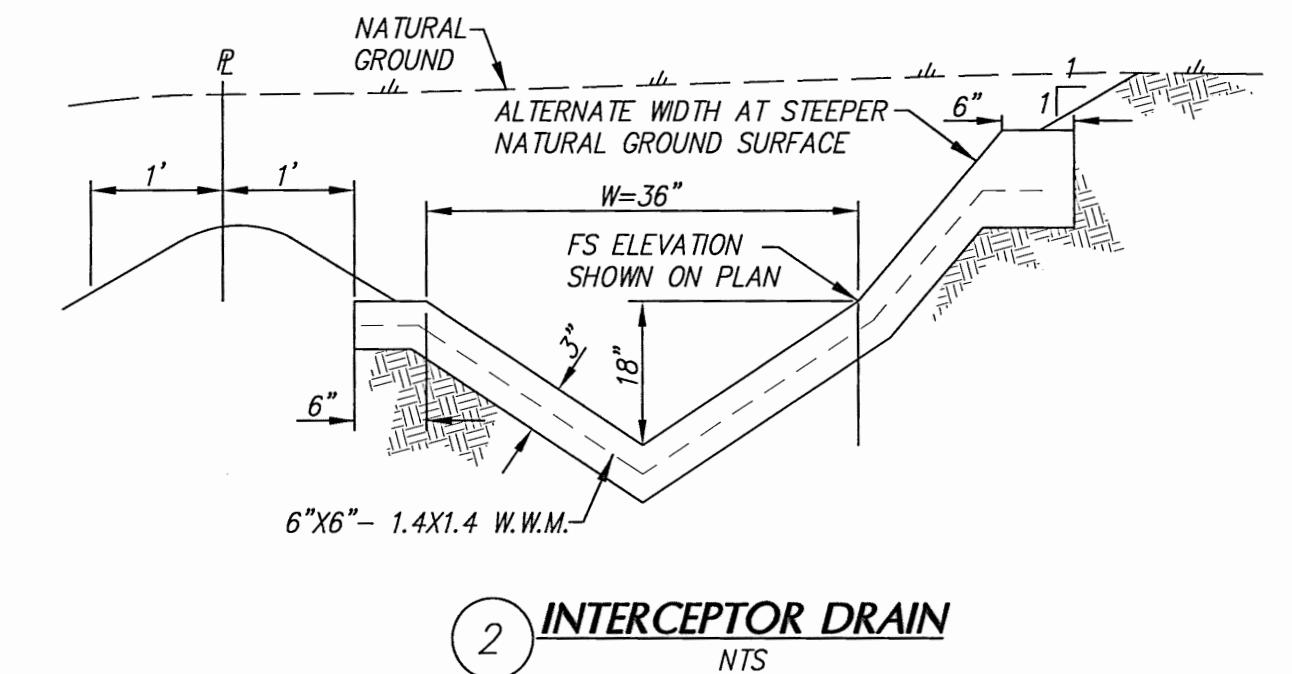
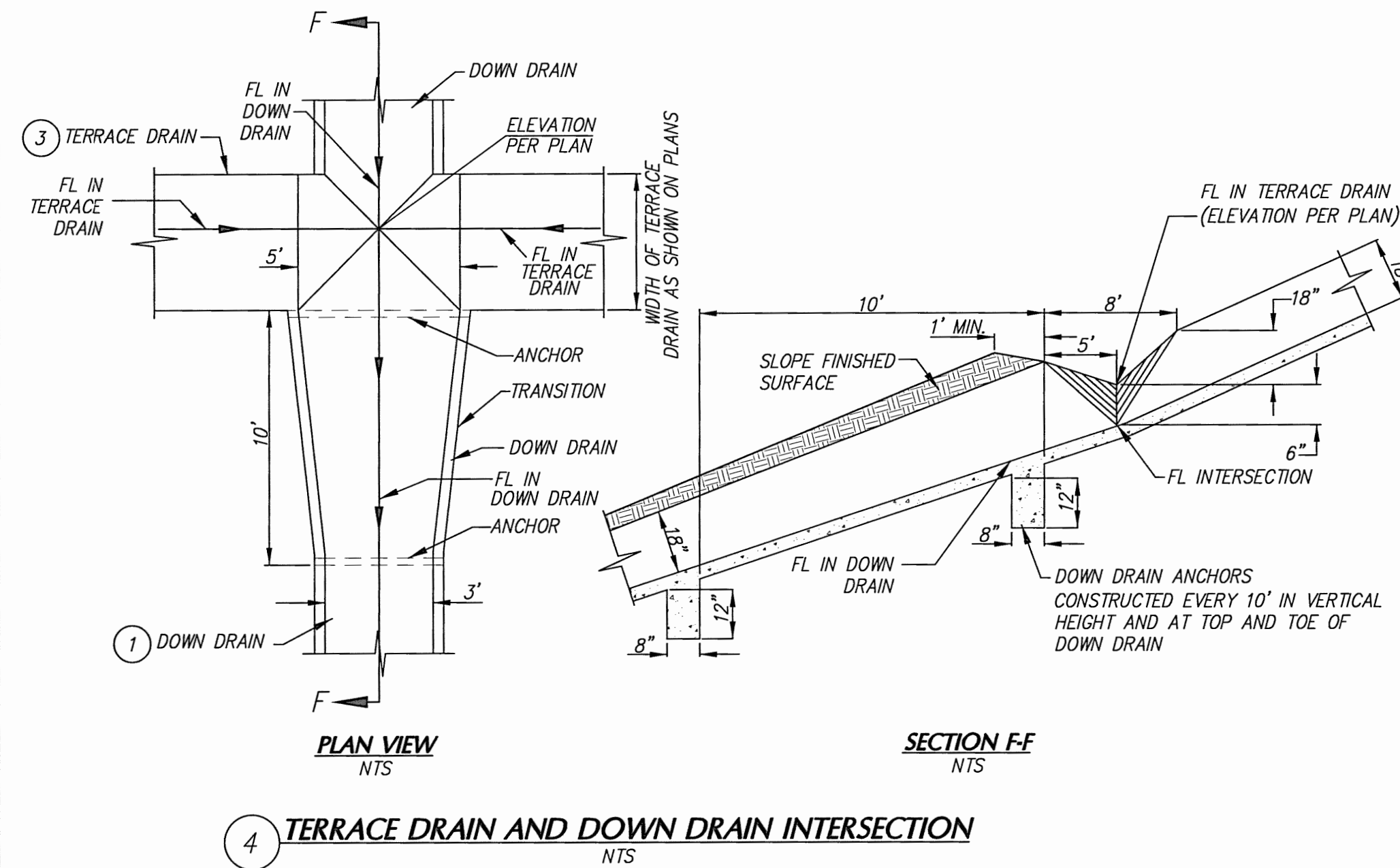


Monte Vista Ranch Aerial Photo

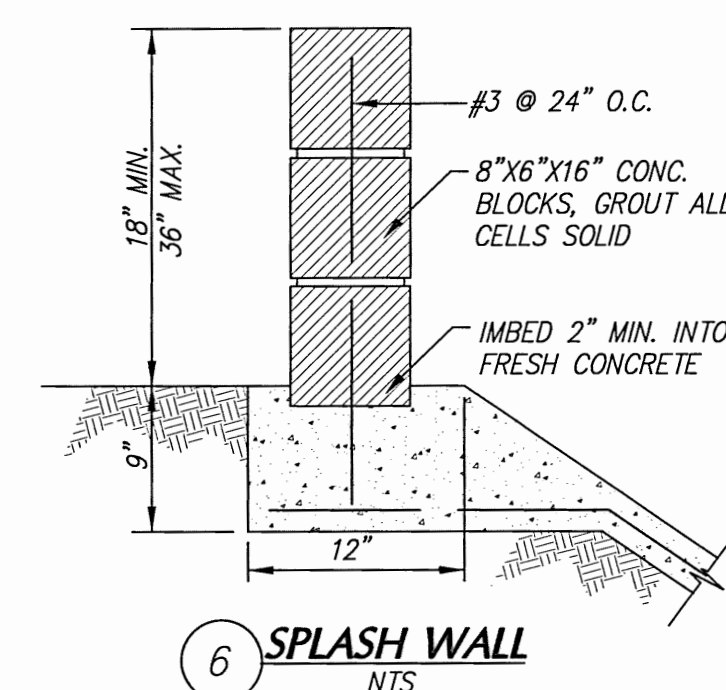
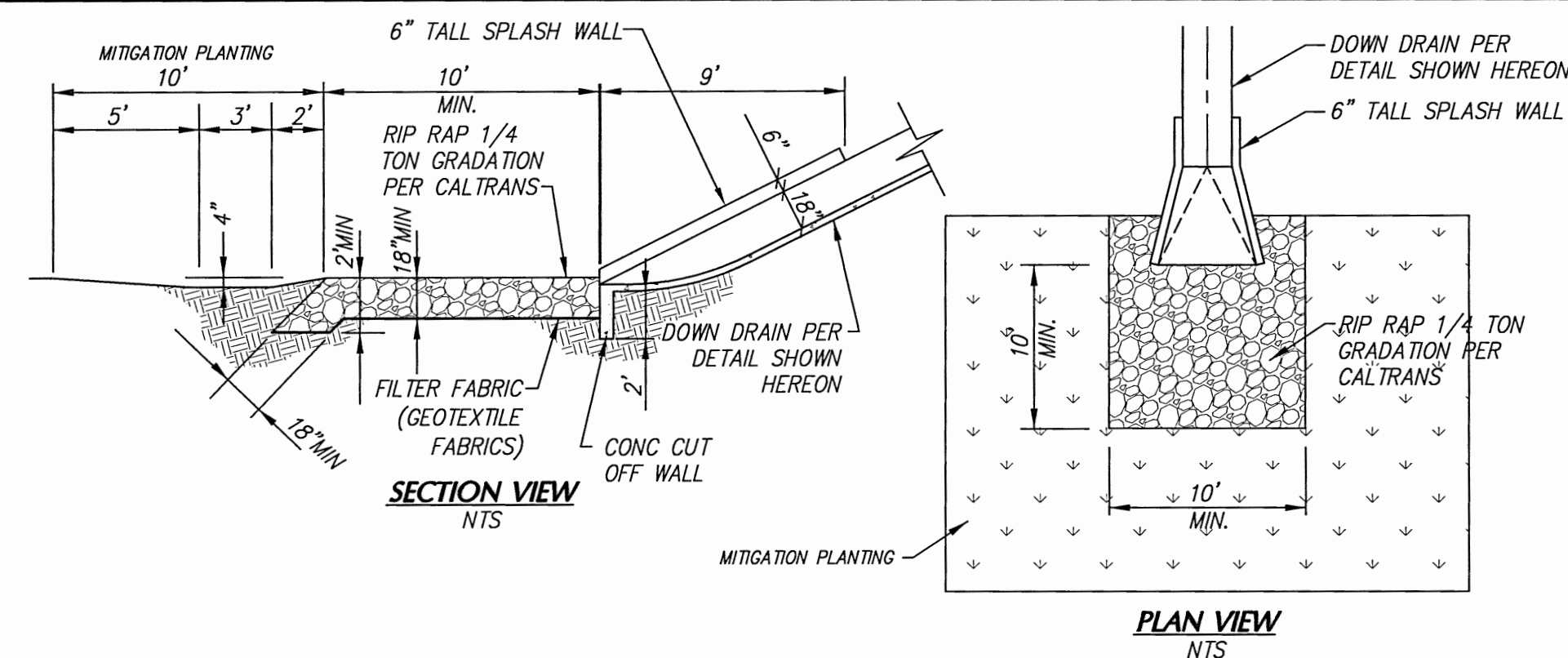
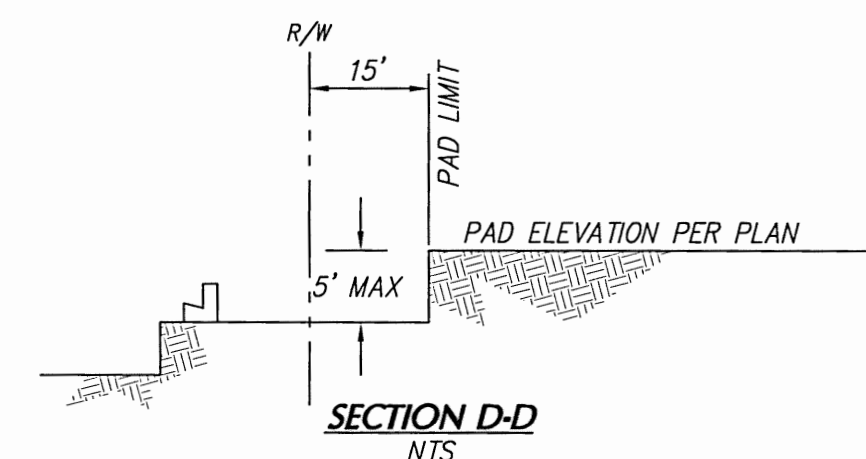
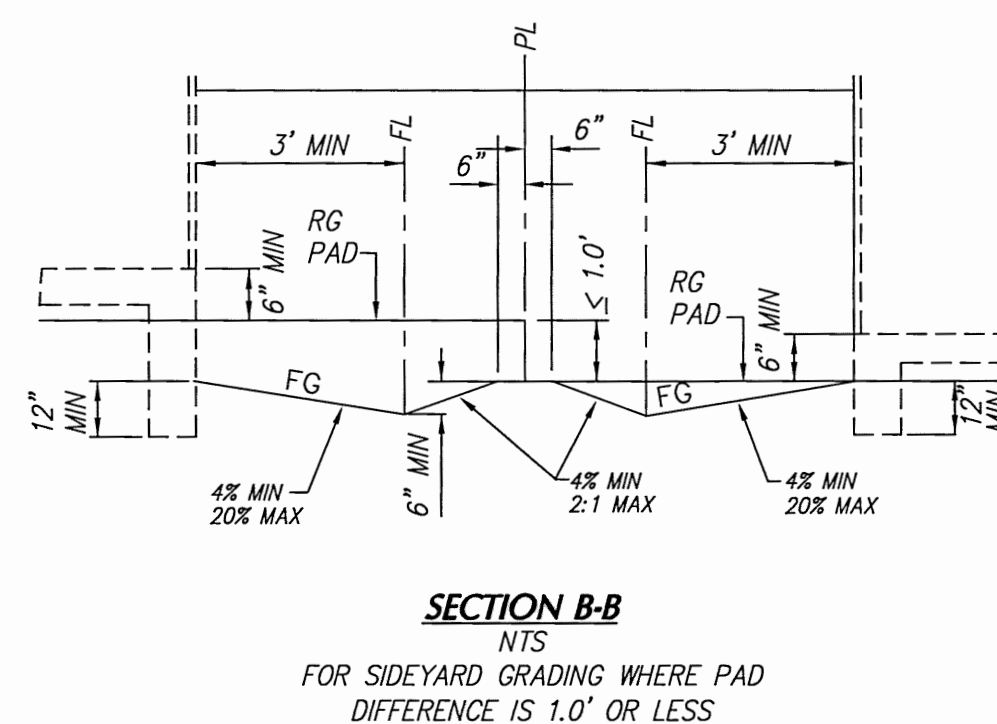
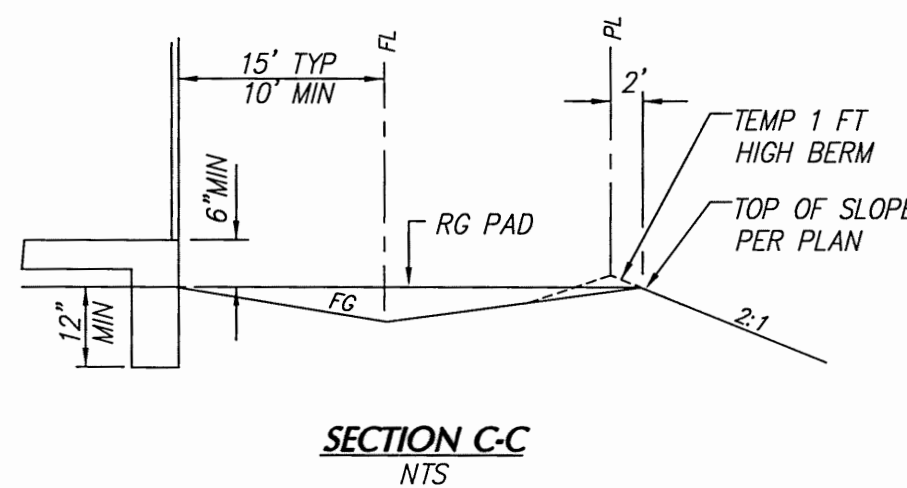
ATTACHMENT B



PLAN VIEW



1 DOWN DRAIN
NTS



Drawing: R:\274345\Final\Grading Rough\345 - PIN - RGP - 32024 - 002.dwg Layout: 2 DETAILS Saved: 1/31/2017 9:30 AM Plotted: 2/21/2017 4:03 PM By: Xavier Plister

DETAILS SHOWN ON THIS SHEET ARE BASED ON THE GEOTECHNICAL REPORT PREPARED BY
ALBUS-KEEFE & ASSOCIATES, INC.



FOR SUBDRAINS, SEE
BACKDRAIN DETAIL

BENCHING SHALL BE DONE WHEN SLOPE
ANGLE IS EQUAL TO OR GREATER THAN 5:1.
MINIMUM BENCH HEIGHT SHALL BE 4 FEET.
MINIMUM FILL WIDTH SHALL BE 9 FEET.

FILL SLOPE CONSTRUCTION
NTS

PERFORATED DRAIN PIPE SHOULD BE AT LEAST 6 INCHES IN DIAMETER, OR 8 INCHES FOR RUNS MORE THAN 500 FEET, CONSISTING OF EITHER SCHEDULE 40 PVC OR SDR 35. A MIN. OF 8 PERFORATIONS PER LINEAR FOOT SHOULD BE PROVIDED ALONG THE BOTTOM OF THE PIPE. THE PERFORATIONS SHOULD BE IN TWO ROWS 120 DEGREES APART, AND HAVE DIAMETERS OF 3/8". UPSTREAM ENDS SHOULD BE PROVIDED WITH A CAP. THE PIPE SHOULD SLOPE AT A MIN. 1% GRADIENT TOWARD OUTLET PIPES. GLUE ALL JOINTS.

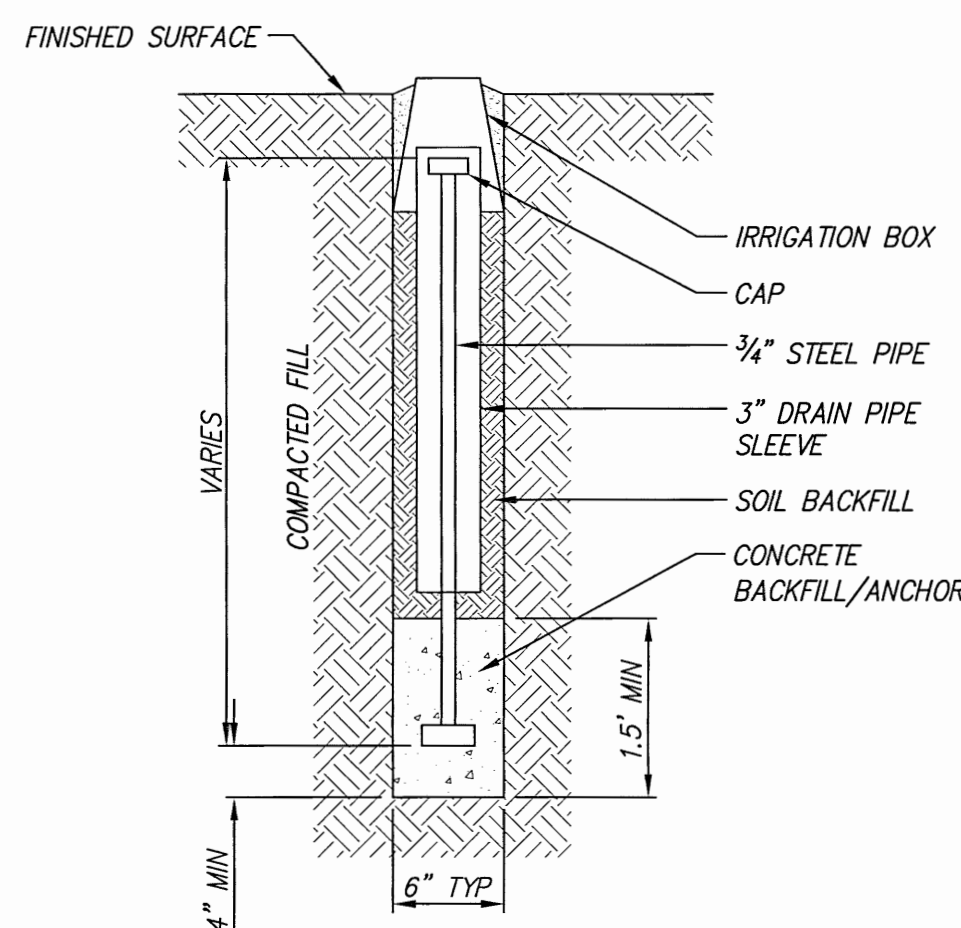
OUTLET PIPE SHOULD EQUAL THE DIAMETER OF THE PERFORATED PIPE, CONSISTING OF EITHER SCHEDULE 40 PVC OR SDR 35. THE PIPE SHOULD SLOPE AT A MIN. 1% GRADIENT TOWARD THE DISCHARGE POINT. BACKFILL AROUND OUTLET PIPE SHOULD CONSIST OF ONSITE SOILS. GLUE ALL JOINTS.

CRUSHED ROCK SHOULD CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SECTION 200-1.2, FOR 3/4". PROVIDE AT LEAST 9 CUBIC FEET PER LINEAL FOOT OF PERFORATED DRAIN PIPE. PROVIDE AT LEAST 6 INCHES OF GRAVEL BELOW PERFORATED PIPE.

FILTER FABRIC SHOULD CONSIST OF MIRIFI 140N OR EQUIVALENT. ENDS SHOULD OVERLAP AT LEAST 12 INCHES.

CALTRANS CLASS II PERMEABLE FILTER MATERIAL CAN BE USED IN LIEU OF CRUSHED ROCK ENCASED IN FILTER FABRIC.

APPROVAL FROM CITY IS REQUIRED PRIOR TO CONNECTING ANY CANYON SUBDRAIN INTO CITY STORM DRAIN SYSTEM (EXIST. OR PROPOSED)



SURFACE SETTLEMENT MONUMENT

LOCATIONS PER SOILS ENGINEER
NTS

NOTES:

- A. OVERSIZE ROCKS SHOULD BE PLACED WITHIN TROUGHS CREATED IN THE GENERAL FILL (WINDROWS)
- B. OVERSIZE ROCKS SHOULD BE PLACED TO AVOID NESTING
- C. A LAYER OF GRANULAR FILL (SOIL MATERIAL HAVING A MAXIMUM PARTICLE SIZE OF 3 INCHES OR LESS, AND WITH A SAND EQUIVALENT OF 30 OR MORE) SHOULD BE PLACED OVER THE OVERSIZE ROCK WINDROW AND FLOODED. THIS PROCESS SHOULD BE REPEATED UNTIL ALL VOIDS HAVE BEEN FILLED
- D. AFTER THE VOIDS ARE FILLED WITH GRANULAR FILL, THE WINDROW SHOULD BE TRACK-WALKED WITH A DOZER TO PLACING GENERAL FILL OVER THE WINDROW
- E. OVERSIZE ROCK, SUITABLE FOR DISPOSAL BY THESE METHODS, IS DEFINED AS LARGER THAN 12 INCHES BUT NOT MORE THAN 36 INCHES IN THE SMALLEST DIMENSION

OVERSIZE ROCK DISPOSAL
NTS

BID SET ONLY


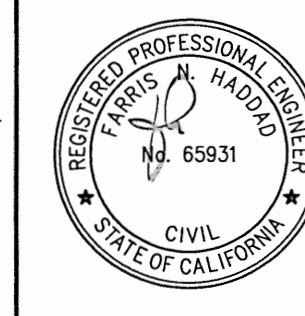
ACCEPTED BY

DOMAR *et al.*

Date: 5-24-11
Daniel A. York, Director of Public Works/
City Engineer, PE 43212

ACCEPTANCE AS TO CONFORMANCE
WITH APPLICABLE CITY STANDARDS AND
PRACTICES

SEAL-ENGINEER:



K&A
ENGINEERING
LAND PLANNING
SURVEYING

Engineering, Inc.
357 N. SHERIDAN STREET STE. 117
CORONA, CALIFORNIA 92880

PREPARED BY: _____
R.C.E. No. 65931

BENCHMARK:
RIVERSIDE COUNTY BM E-7-70
BRASS MONUMENT IN
ELSINORE, LOCATED 352 FEET
NORTH OF THE INTERSECTION
OF ORANGE AND WALNUT.

SCALE:
H: As Noted V: As Noted

NOTES:



BACKDRAIN
NTS

TRACT 32024

PROJECT # 12-0059	
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CITY OF WILDOMAR
MONTE VISTA RANCH
ROUGH GRADING PLAN
DETAILS

SHEET No.

3

9 SHTS

LOT 2
MB 10/58.55

CANON DRIVE

MONTE VISTA DRIVE

WHITE ROAD

MONTE VISTA DRIVE

TRACT BOUNDARY

SEWER EASEMENT (E.V.M.W.)

EXISTING DRAINAGE EASEMENT (R.C.F.C.D.)

EXISTING CONC. TRAPEZOIDAL CHANNEL PROTECT IN PLACE

INTERIM CONDITION CHANNEL CROSSING DETAILS PER SEPARATE PLAN.

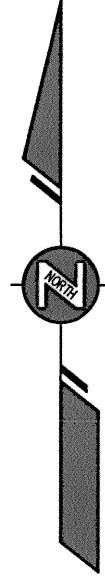
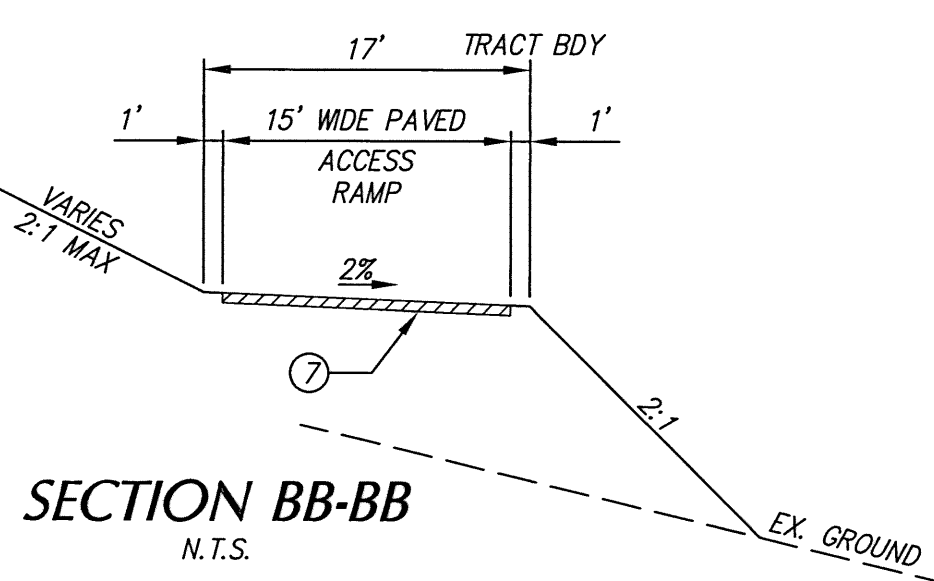
INTERIM LOT 71 GRADING CONDITION SHOWN HEREON. FINAL GRADING PER FUTURE PRECISE GRADING PLAN.
GRADING WITHIN LOT 71 IS PER THE RECOMMENDATIONS IDENTIFIED IN THE PROJECT REPORT(S). REFERENCE "40-SCALE ROUGH GRADING PLAN REVIEW, TRACT 32024" PREPARED BY ALBUS-KEEFE & ASSOCIATES (REPORT DATED 6/7/2007) AND "UPDATED 40-SCALE ROUGH GRADING PLAN REVIEW, TRACT 32024" PREPARED BY ALBUS-KEEFE & ASSOCIATES (REPORT DATED 2/24/2016).

NOTE: BASIN IMPROVEMENTS AND DETAILS PER TRACT 32024 STREET AND STORM DRAIN IMPROVEMENT PLANS.

71
TOP=1490.0

DETENTION BASIN

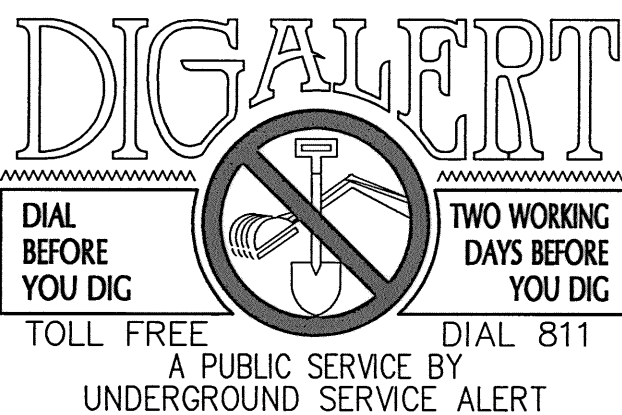
SEE SHEET NO. 6



SCALE: 1"=40'
0 40 80 120 160

CONSTRUCTION NOTES

- 1 — CONSTRUCT DOWN DRAIN PER DETAIL SHEET 2
- 3 — CONSTRUCT TERRACE DRAIN PER DETAIL SHEET 2
- 4 — CONSTRUCT TERRACE DRAIN AND DOWN DRAIN INTERSECTION PER DETAIL SHEET 2
- 7 — CONSTRUCT 3" THICK AC OVER NATIVE
- 8 — INSTALL PIPE SWING GATE PER R.C.F.C.W.C.D. STD DWG NO. M820
- 11 — RETAINING WALL PER SEPARATE PLAN AND PERMIT



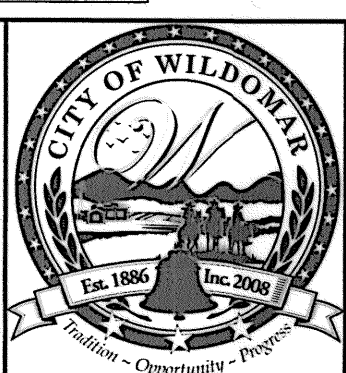
NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.

MARK BY DATE
ENGINEER

REVISIONS

APPR. DATE
CITY



CITY OF WILDOMAR
ACCEPTED BY: Daniel A. York, Director of Public Works/City Engineer, PE 43212
Date: 5-24-17
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES



ENGINEERING LAND PLANNING SURVEYING
Prepared By: [Signature]
R.C.E. No. 65931

BENCHMARK: RIVERSIDE COUNTY BM E-7-70 BRASS MONUMENT IN ELSINORE, LOCATED 352 FEET NORTH OF THE INTERSECTION OF ORANGE AND WALNUT.
SCALE: H: As Noted V: As Noted

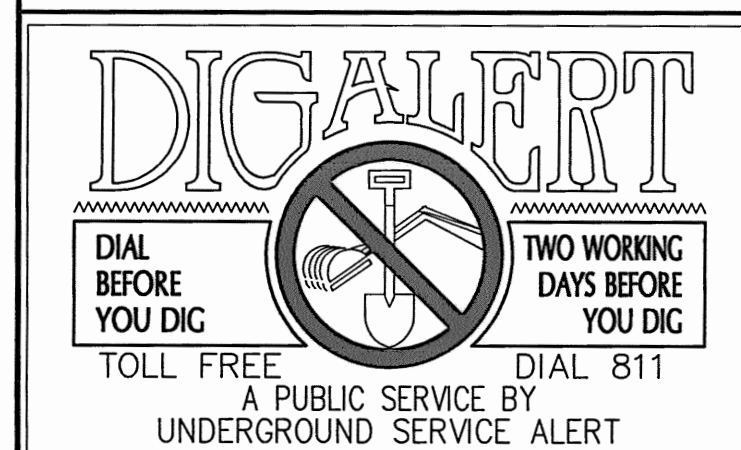
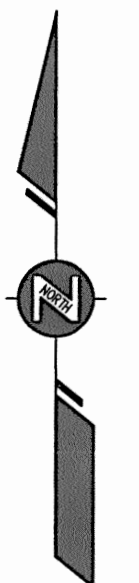
TRACT 32024 PROJECT # 12-0059
CITY OF WILDOMAR
MONTE VISTA RANCH
ROUGH GRADING PLAN
SHEET No. 5
OF 9 SHTS



CONSTRUCTION NOTES

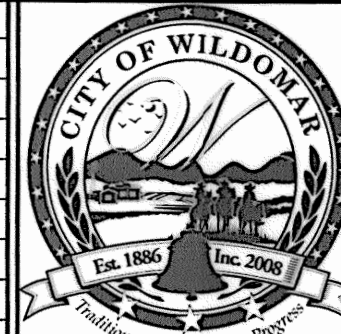
- ① — CONSTRUCT DOWN DRAIN PER DETAIL SHEET 2
- ② — CONSTRUCT INTERCEPTOR DRAIN PER DETAIL SHEET 2
- ③ — CONSTRUCT TERRACE DRAIN PER DETAIL SHEET 2
- ④ — CONSTRUCT TERRACE DRAIN AND DOWN DRAIN INTERSECTION
PER DETAIL SHEET 2
- ⑤ — CONSTRUCT RIP-RAP ENERGY DISSIPATER (1/4 TON GRADATION)
PER DETAIL SHEET 2
- ⑥ — CONSTRUCT SPLASH WALL PER DETAIL SHEET 2
- ⑪ — RETAINING WALL PER SEPARATE PLAN AND PERMIT

SCALE: 1"=40'


A horizontal graphic scale bar with tick marks at 0, 40, 80, 120, and 160 feet. The bar is divided into four equal segments, each representing 40 feet. The segments are colored in a repeating pattern of black and white.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT
COMMENCE UNTIL AN ENCROACHMENT PERMIT
AND/OR A GRADING PERMIT HAS BEEN ISSUED.

The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.

[illegible]

CITY OF WILDOMAR *JK*

ACCEPTED BY:  Date: *5-24-17*

Daniel A. York, Director of Public Works/
City Engineer, PE 43212

ACCEPTANCE AS TO CONFORMANCE
WITH APPLICABLE CITY STANDARDS AND
PRACTICES

SEAL-ENGINEER:



K&A **ENGINEERING**
LAND PLANNING
SURVEYING
Engineering, Inc.
357 N. SHERIDAN STREET STE. 117
CORONA, CALIFORNIA 92880
TEL. (951) 279-1800
FAX (951) 279-4380

PREPARED BY: *[Signature]*

R.C.E. No. 65931

BENCHMARK:
RIVERSIDE COUNTY BM E-7-70
BRASS MONUMENT IN
ELSINORE, LOCATED 352 FEET
NORTH OF THE INTERSECTION
OF ORANGE AND WALNUT.

SCALE:
H: As Noted V: As Noted

TRACT 32024 PROJECT #
CITY OF WILDOMAR
MONTE VISTA RANCH
ROUGH GRADING PLAN


PROJECT # 12-0059	
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SHEET No. **6**

OF **9** SHEETS

DIGALERT

**DIAL
BEFORE
YOU DIG**



**TWO WORKING
DAYS BEFORE
YOU DIG**


TOLL FREE **DIAL 811**

**A PUBLIC SERVICE BY
UNDERGROUND SERVICE ALERT**

MARK	BY	DATE							APPR.	DATE
ENGINEER			REVISIONS						CITY	

V=4tps

CITY OF WILDOMAR *ff*

ACCEPTED BY:  Date: 5-24-17

Daniel A. York, Director of Public Works/
City Engineer, PE 43212

**ACCEPTANCE AS TO CONFORMANCE
WITH APPLICABLE CITY STANDARDS AND
PRACTICES**

K&A **ENGINEERING**
LAND PLANNING
SURVEYING
Engineering, Inc.
357 N. SHERIDAN STREET STE. 117
CORONA, CALIFORNIA 92880
TEL. (951) 279-1800
FAX (951) 279-4380

PREPARED BY: _____

R.C.E. No. 65931

TRACT 32024	PROJECT # 12-0059	SHEET No.
		7
CITY OF WILDOMAR		
MONTE VISTA RANCH		
ROUGH GRADING PLAN		
		OF 9 SHTS



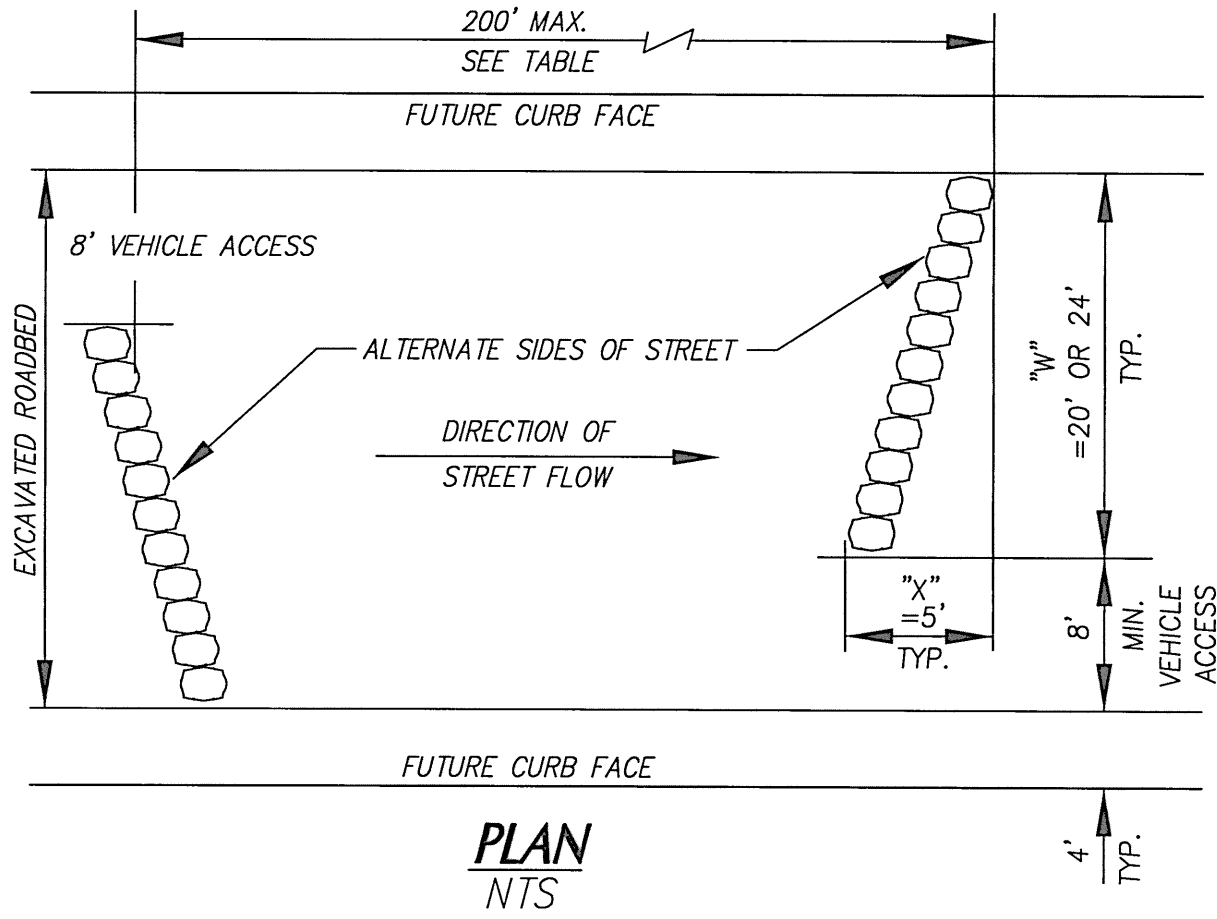
TEMPORARY EROSION CONTROL NOTES:

1. EROSION CONTROL IS REQUIRED FOR GRADING OPERATIONS. DURING THE RAINY SEASON APPROVED PLANS ARE REQUIRED FOR ALL ROUGH GRADING.
2. THE DESIGN CIVIL ENGINEER WILL SUPERVISE EROSION CONTROL WORK AND INSURE THAT WORK IS IN ACCORDANCE WITH THE APPROVED PLANS (IF REQUIRED).
3. DURING THE RAINY SEASON, CONTROLS MUST BE IN PLACE AT THE END OF EVERY DAY UNLESS THE EXECUTIVE OFFICER OF THE RWQCB AGREES THAT DUE TO ACTIVE CONSTRUCTION, SEDIMENT CONTROLS ARE PRECLUDED. THROUGHOUT THE YEAR CONTROLS MUST BE IN PLACE DURING A PREDICTED STORM.
4. THIS PLAN IS PART OF THE STORM WATER POLLUTION PROTECTION PLAN (SWPPP) FOR THIS PROJECT. THE SWPPP SHALL BE AMENDED WHENEVER THERE IS A CHANGE IN CONSTRUCTION OR OPERATIONS WHICH MAY AFFECT THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS, GROUND WATERS OR STORM SEWER SYSTEM. ALL AMENDMENTS SHOULD BE SIGNED AND DATED AND MADE A PART TO THE SWPPP. MAJOR AMENDMENTS TO THE SWPPP SHALL REQUIRE APPROVAL BY THE RWQCB.
5. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, SILT FENCES, AND DESILTING BASINS ETC.
6. GRADED AREAS AROUND THE TRACT PERIMETER MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
7. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
8. THE ENGINEER RESERVES THE RIGHT TO MAKE CHANGES OR MODIFICATIONS TO THIS PLAN AS DEEMED NECESSARY.
9. INFORMATION ON THIS PLAN IS FOR EROSION CONTROL ONLY. ALL OTHER INFORMATION IS SUBJECT TO CHANGE.
10. TEMPORARY EROSION PROTECTION IS REQUIRED FOR MANUFACTURED SLOPES PRIOR TO PERMANENT PLANTING.
11. AREAS SHALL BE MAINTAINED IN SUCH A STATE THAT FIRE ACCESS SHALL BE MAINTAINED AT ALL TIMES (INCLUDING ACCESS TO NEIGHBORING PROPERTIES).
12. NO OBSTRUCTION OR DISTURBANCE OF NATURAL DRAINAGE COURSES OR EXISTING STORM DRAIN INLETS SHALL OCCUR DURING THE RAINY SEASON, UNLESS ADEQUATE TEMPORARY/PERMANENT DRAINAGE FACILITIES HAVE BEEN APPROVED AND INSTALLED TO CARRY SURFACE WATER TO THE NEAREST PRACTICAL STREET, STORM DRAIN OR NATURAL WATER COURSE.
13. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER THAT STORM RUNOFF WILL BE CONTAINED WITHIN THE PROJECT OR CHanneled INTO THE STORM DRAIN SYSTEM WHICH SERVES THE RUNOFF AREA. STORM RUNOFF FROM ONE AREA SHALL NOT BE ALLOWED TO DIVERT TO ANOTHER RUNOFF AREA.
14. CONFORMANCE WITH THE REQUIREMENTS OF THESE PLANS SHALL IN NO WAY RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITIES TO THIS SITE AND NOT BE LIMITED TO, CONSTRUCTING SUCH FACILITIES AND TAKING SUCH MEASURES AS ARE NECESSARY TO PREVENT, CONTROL AND ABATE WATER, MUD AND EROSION DAMAGE TO PUBLIC AND PRIVATE PROPERTY AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT.
15. SLOPES CONSTRUCTED PRIOR TO OCTOBER 1ST SHALL BE TREATED FOR EROSION CONTROL PRIOR TO OCTOBER 15TH. SLOPES CONSTRUCTED AFTER OCTOBER 1ST SHALL BE TREATED FOR EROSION CONTROL AS THE CONSTRUCTION OF SLOPE PROGRESSES IN INCREMENTS OF 25' OR LESS MEASURED VERTICALLY.
16. FILL AREAS WHILE BEING BROUGHT UP TO GRADE AND DURING PERIODS OF COMPLETION PRIOR TO FINAL GRADE, SHALL BE PROTECTED BY VARIOUS MEASURES TO ELIMINATE EROSION AND THE SILTATION OF DOWNSTREAM FACILITIES AND ADJACENT AREAS. THESE MEASURES MAY INCLUDE, BUT SHALL NOT BE LIMITED TO: TEMPORARY DOWN DRAINS, EITHER IN THE FORM OF PIPES OR PAVED DITCHES WITH PROTECTED OUTFALL AREAS; GRADED BERMS AROUND AREAS TO ELIMINATE EROSION OF FILL SLOPES BY SURFACE RUNOFF; CONTAINED PONDING AREAS TO DESILT RUNOFF; TEMPORARY CHECK DAMS IN TOE OF SLOPE DITCHES TO DESILT RUNOFF; PROTECTION SUCH AS SANDBAGS AROUND INLETS WHICH HAVE NOT BEEN BROUGHT UP TO GRADE; AND EARTH BERMS AND APPROPRIATE GRADING TO DIRECT DRAINAGE AWAY FROM THE EDGE OF THE TOP OF SLOPES SHALL BE CONSTRUCTED AND MAINTAINED ON THOSE FILL AREAS WHERE EARTHWORK OPERATIONS ARE NOT IN PROGRESS.
17. TOP OF CUT BROW DITCHES, WHERE REQUIRED ON THE PLANS, SHALL BE CONSTRUCTED PRIOR TO EXCEEDING 12 FEET OF CUT MEASURED VERTICALLY.
18. CLEARING AND GRUBBING SHOULD BE LIMITED TO AREAS THAT WILL RECEIVE IMMEDIATE GRADING. EROSION CONTROL MEASURES WILL BE REQUIRED TO PROTECT AREAS WHICH HAVE BEEN CLEARED AND GRUBBED PRIOR TO GRADING OPERATION, AND WHICH ARE SUBJECT TO RUNOFF DURING THE PERIOD OF THE RAINY SEASON. THESE MEASURES MAY INCLUDE, BUT SHALL NOT BE LIMITED TO: GRADED DITCHES; BRUSH BARRIERS AND SILT FENCES. CARE SHALL BE EXERCISED TO PRESERVE VEGETATION BEYOND THE LIMITS OF GRADING.
19. APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER FROM RESPONSIBILITY FOR THE CORRECTION OF ERROR AND OMISSION DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE REQUIRED PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY FOR APPROVAL.

EROSION CONTROL NOTES:

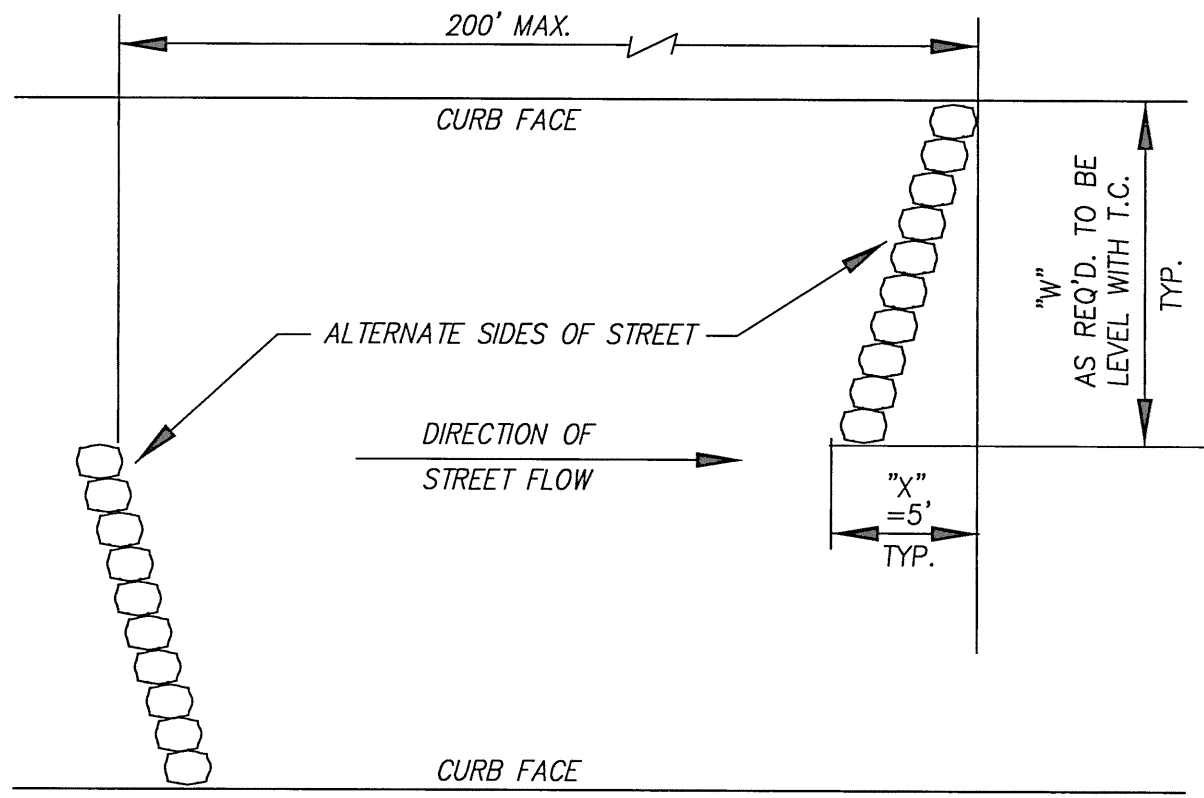
A	INSTALL SANDBAG VELOCITY REDUCER PER DETAIL HEREON (DEPENDING UPON STAGE OF CONST.) AT 200' MAX. SPACING
B	CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE PER DETAIL HEREON
C	INSTALL SANDBAG CATCH BASIN PROTECTION (SUMP) PER DETAIL HEREON
D	INSTALL SANDBAG CATCH BASIN PROTECTION (FLOW-BY) PER DETAIL HEREON
E	INSTALL SANDBAGS AT TOE OF SLOPE OR AT PERIMETER PER DETAIL HEREON
F	INSTALL SANDBAGS AROUND RIP RAP PER DETAIL HEREON
G	INSTALL SILT FENCE PER DETAIL HEREON
H	INSTALL STRAW WATTLE PER SPECIFICATION HEREON
J	HYDROSEED PER LANDSCAPE ARCHITECT'S PLAN

EROSION AND SEDIMENT CONTROL
CITY OF WILDOMAR - TRACT 32024



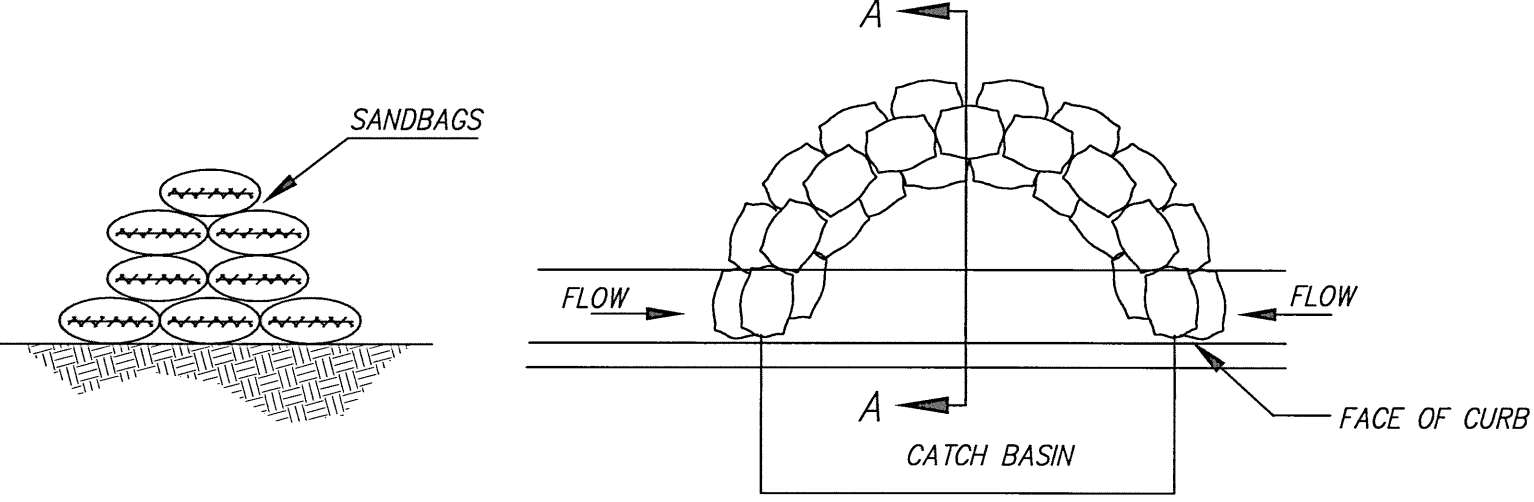
TYPICAL ELEVATION
NTS

A SANDBAG VELOCITY REDUCER
ROUGH GRADED STAGE
NTS



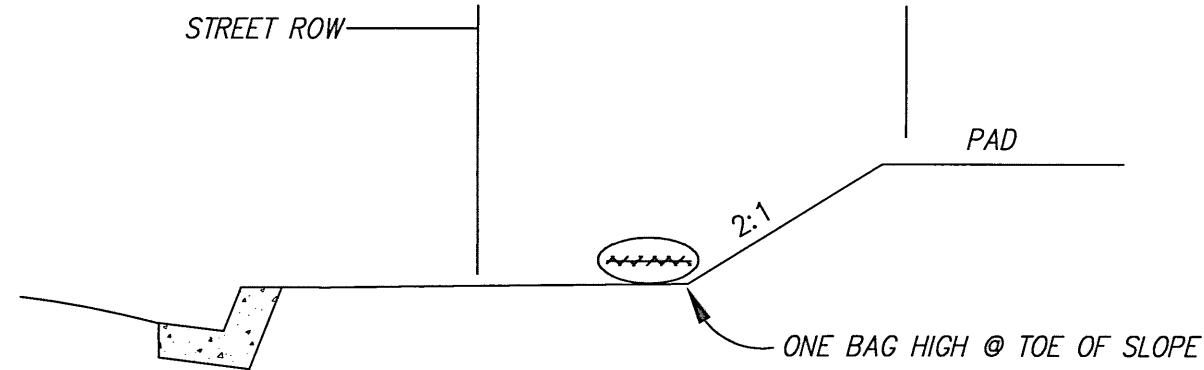
TYPICAL ELEVATION
NTS

A SANDBAG VELOCITY REDUCER
PAVED STAGE

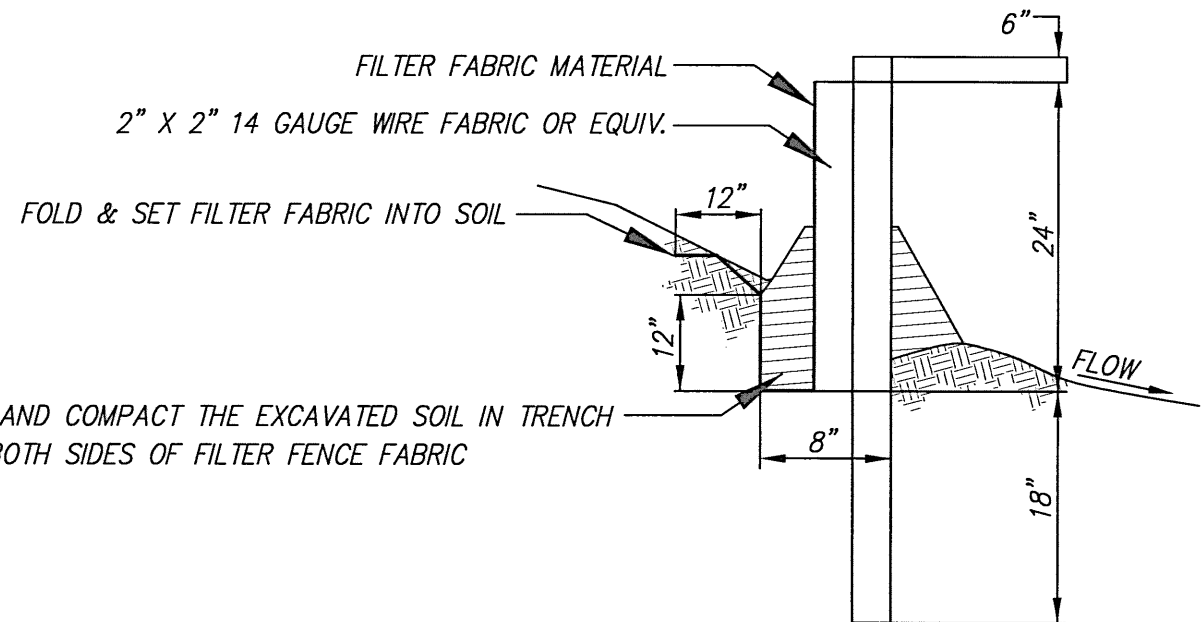


SECTION "A-A"

C CATCH BASIN SANDBAG PROTECTION (SUMP)
NTS



E SANDBAGS @ TOE OF SLOPE
ALONG PERIMETER STREETS
NTS



SLOPE OF STREET	L
< 4%	200'MAX.
4% TO 9%	100'MAX.
> 9%	50'MAX.

"W"	"X"
20'-30'	5'
31'-40'	7'
41'-50'	9'
51'-60'	10.5'
61'-70'	12'

SPACING OF ROW OF SANDBAGS
NTS

H STRAW WATTLE INSTALLATION

SPACING - DOWN SLOPE
1:1 SLOPES = 10 FEET APART
2:1 SLOPES = 20 FEET APART
3:1 SLOPES = 30 FEET APART
4:1 SLOPES = 40 FEET APART, ETC.

TRENCHING
FOR SOFT, LOAMY SOILS DIG A 3 - 5 INCH TRENCH
FOR HARD, ROCKY SOILS DIG A 2 - 3 INCH TRENCH

INSTALLING
A 25' WATTLE USES 6 STAKES
A 20' WATTLE USES 5 STAKES
A 12' WATTLE USES 4 STAKES

FOR FURTHER INFORMATION ABOUT WATTLES VISIT: WWW.STRAWWATTLES.COM

BID SET ONLY

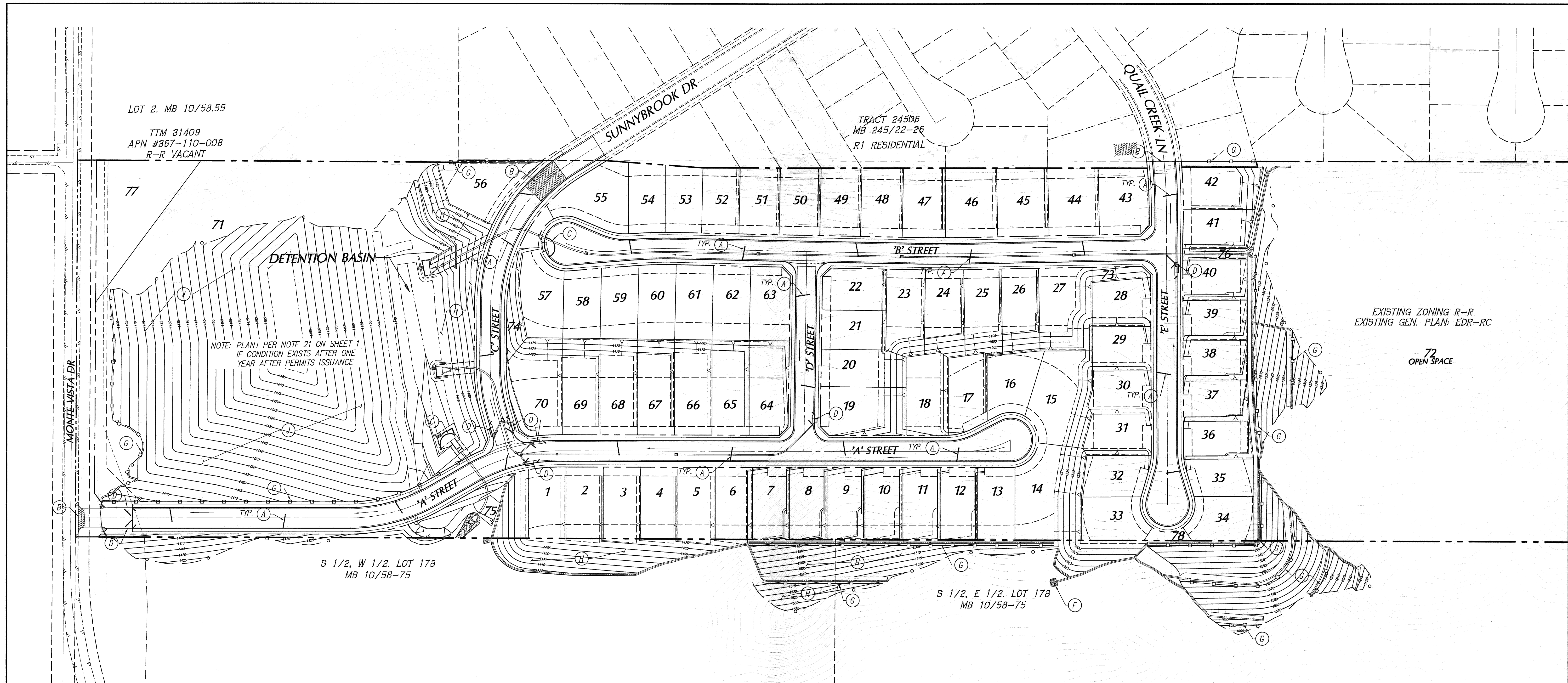
CITY OF WILDOMAR
ACCEPTED BY: Daniel A. York, Director of Public Works/
City Engineer, PE 43212
Date: 5-24-17
ACCEPTANCE AS TO CONFORMANCE
WITH APPLICABLE CITY STANDARDS AND
PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER
No. 65931
CIVIL
STATE OF CALIFORNIA

ENGINEERING
LAND PLANNING
SURVEYING
K&A
Engineering, Inc.
357 N. SHERIDAN STREET STE. 117
CORONA, CALIFORNIA 92880
TEL. (951) 279-1800
FAX (951) 279-4380
PREPARED BY: R.C.E. No. 65931

BENCHMARK:
RIVERSIDE COUNTY BM E-7-70
BRASS MONUMENT IN
ELSINORE, LOCATED 352 FEET
NORTH OF THE INTERSECTION
OF ORANGE AND WALNUT.
SCALE:
H: As Noted V: As Noted

TRACT 32024 PROJECT # 12-0059
CITY OF WILDOMAR
MONTE VISTA RANCH
EROSION CONTROL PLAN
TITLE SHEET & NOTES
SHEET No. 8
OF 9 SHTS



LOT 2, MB 10/58.55

TTM 31409
APN #367-110-008
R-R VACANT

TRACT 24506
MB 245/22-26
R1 RESIDENTIAL

EXISTING ZONING R-R
EXISTING GEN. PLAN: EDR-RC

72
OPEN SPACE

NOTE: PLANT PER NOTE 21 ON SHEET 1
IF CONDITION EXISTS AFTER ONE
YEAR AFTER PERMITS ISSUANCE

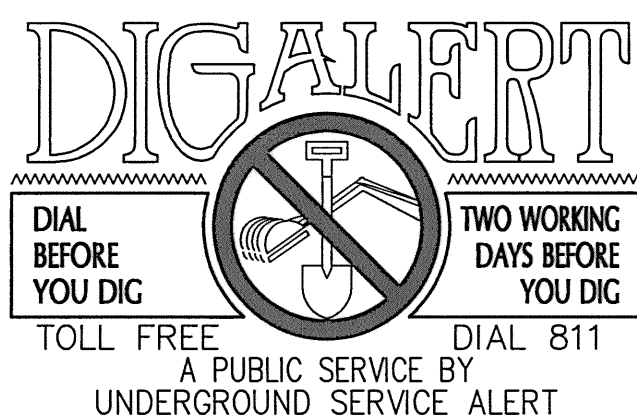
S 1/2, W 1/2, LOT 178
MB 10/58-75

S 1/2, E 1/2, LOT 178
MB 10/58-75

EROSION CONTROL NOTES:

A	INSTALL SANDBAG VELOCITY REDUCER PER DETAIL ON SHEET 1 (DEPENDENT UPON STAGE OF CONST.) AT 200' MAX. SPACING
B	CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE PER DETAIL ON SHEET 1
C	INSTALL SANDBAG CATCH BASIN PROTECTION (SUMP) PER DETAIL ON SHEET 1
D	INSTALL SANDBAG CATCH BASIN PROTECTION (FLOW-BY) PER DETAIL ON SHEET 1
E	INSTALL SANDBAGS AT TOE OF SLOPE OR AT PERIMETER PER DETAIL ON SHEET 1
F	INSTALL SANDBAGS AROUND RIP RAP PER DETAIL ON SHEET 1
G	INSTALL SILT FENCE PER DETAIL ON SHEET 1
H	INSTALL STRAW WATTLE PER SPECIFICATION ON SHEET 1
J	HYDROSEED PER LANDSCAPE ARCHITECT'S PLAN

SCALE: 1"=80'



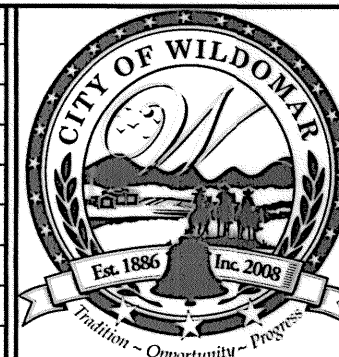
NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT
COMMENCE UNTIL AN ENCROACHMENT PERMIT
AND/OR A GRADING PERMIT HAS BEEN ISSUED.

The private engineer signing these plans is responsible for assuring
the accuracy and acceptability of the design hereon. In the event of
discrepancies arising after city acceptance or during construction,
the private engineer shall be responsible for determining an
acceptable solution and revising the plans for acceptance by the city

MARK BY DATE
ENGINEER

REVISIONS

APPR DATE
CITY



BID SET ONLY

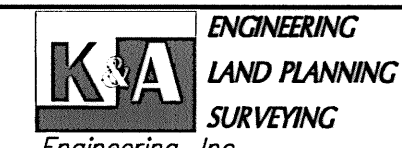
CITY OF WILDOMAR

ACCEPTED BY:

Daniel A. York, Director of Public Works/
City Engineer, PE 43212

ACCEPTANCE AS TO CONFORMANCE
WITH APPLICABLE CITY STANDARDS AND
PRACTICES

SEAL-ENGINEER:



PREPARED BY:
R.C.E. No. 65931

BENCHMARK:
RIVERSIDE COUNTY BM E-7-70
BRASS MONUMENT IN
ELLSINORE, LOCATED 352 FEET
NORTH OF THE INTERSECTION
OF ORANGE AND WALNUT.

SCALE:
H: As Noted V: As Noted

TRACT 32024

PROJECT #12-0059

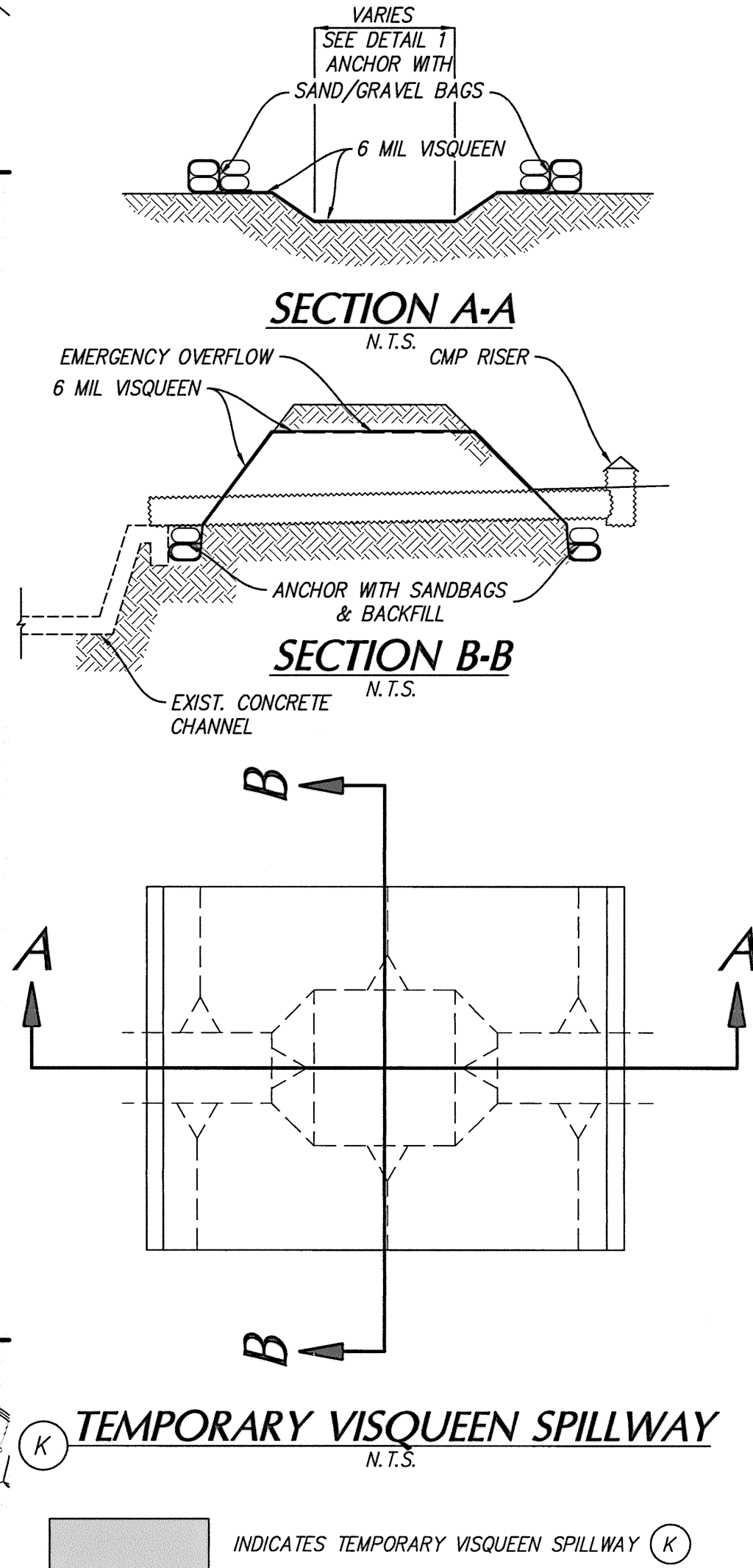
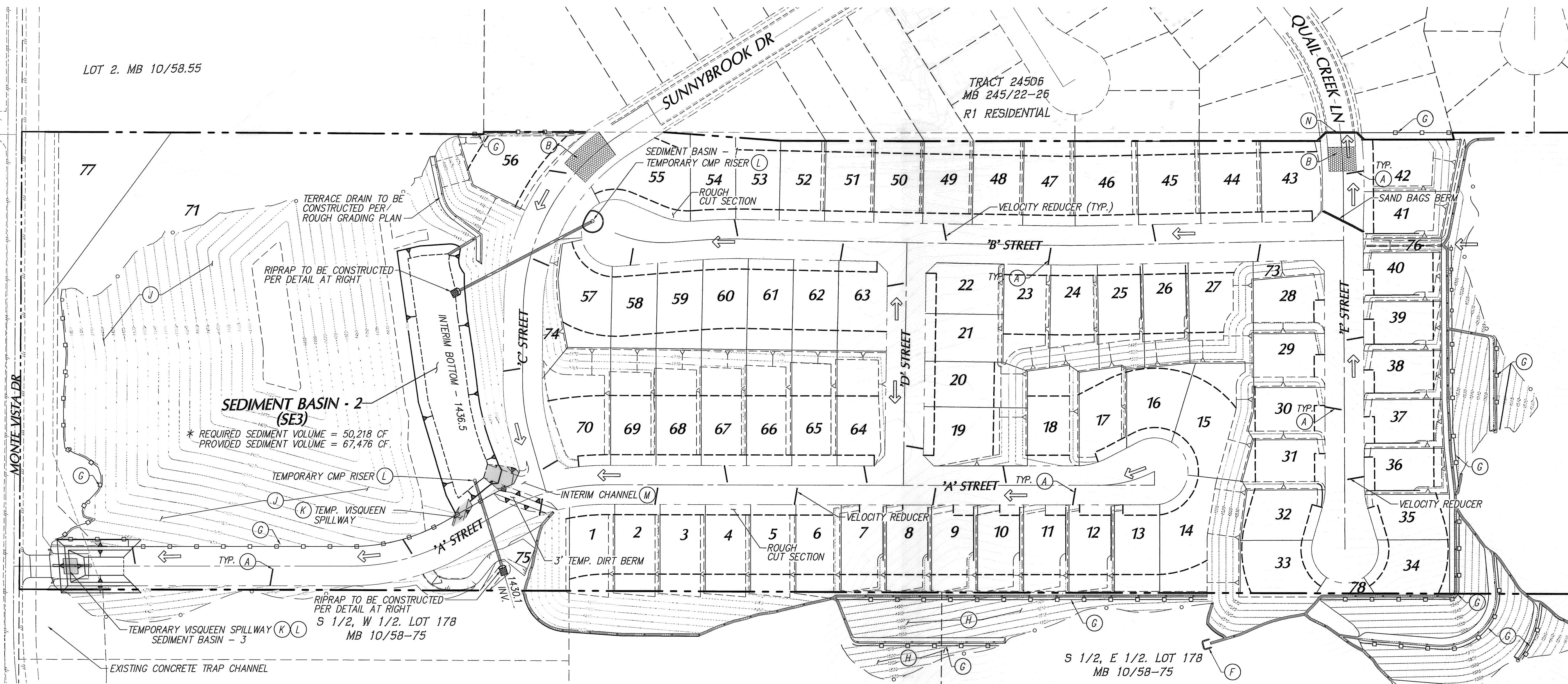
CITY OF WILDOMAR
MONTE VISTA RANCH
EROSION CONTROL PLAN

SHEET No.

9

OF 9 SHTS

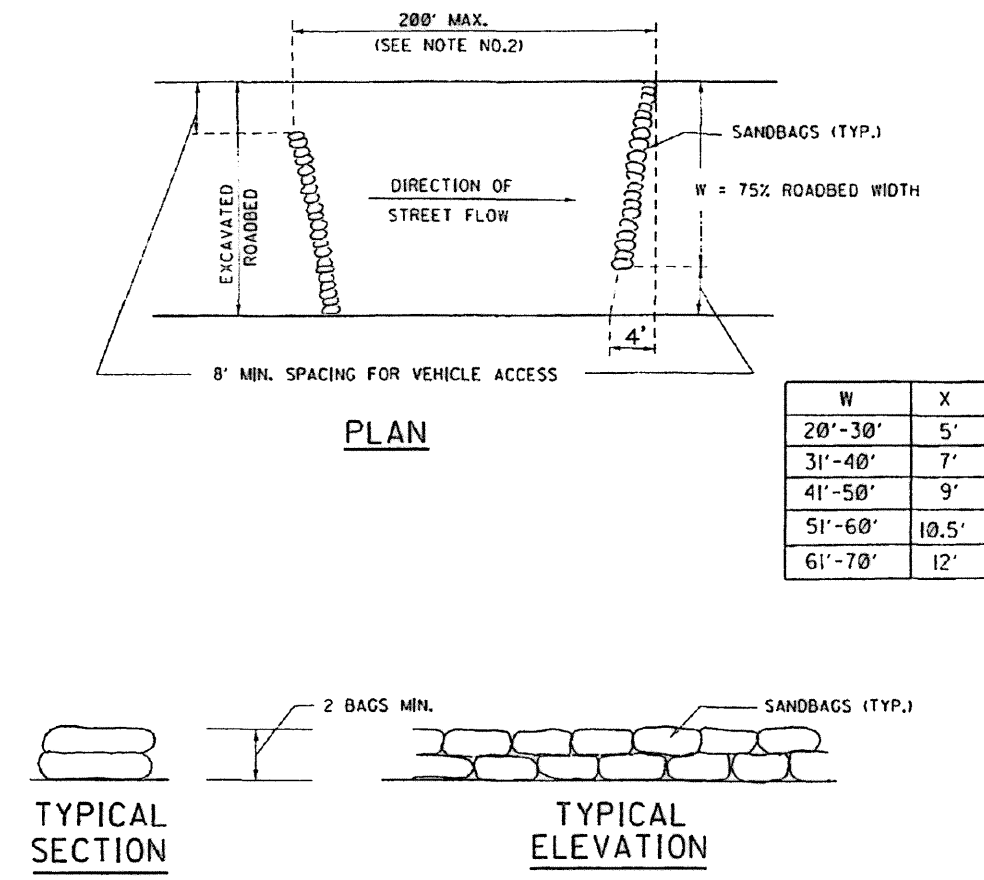
LOT 2. MB 10/58.55



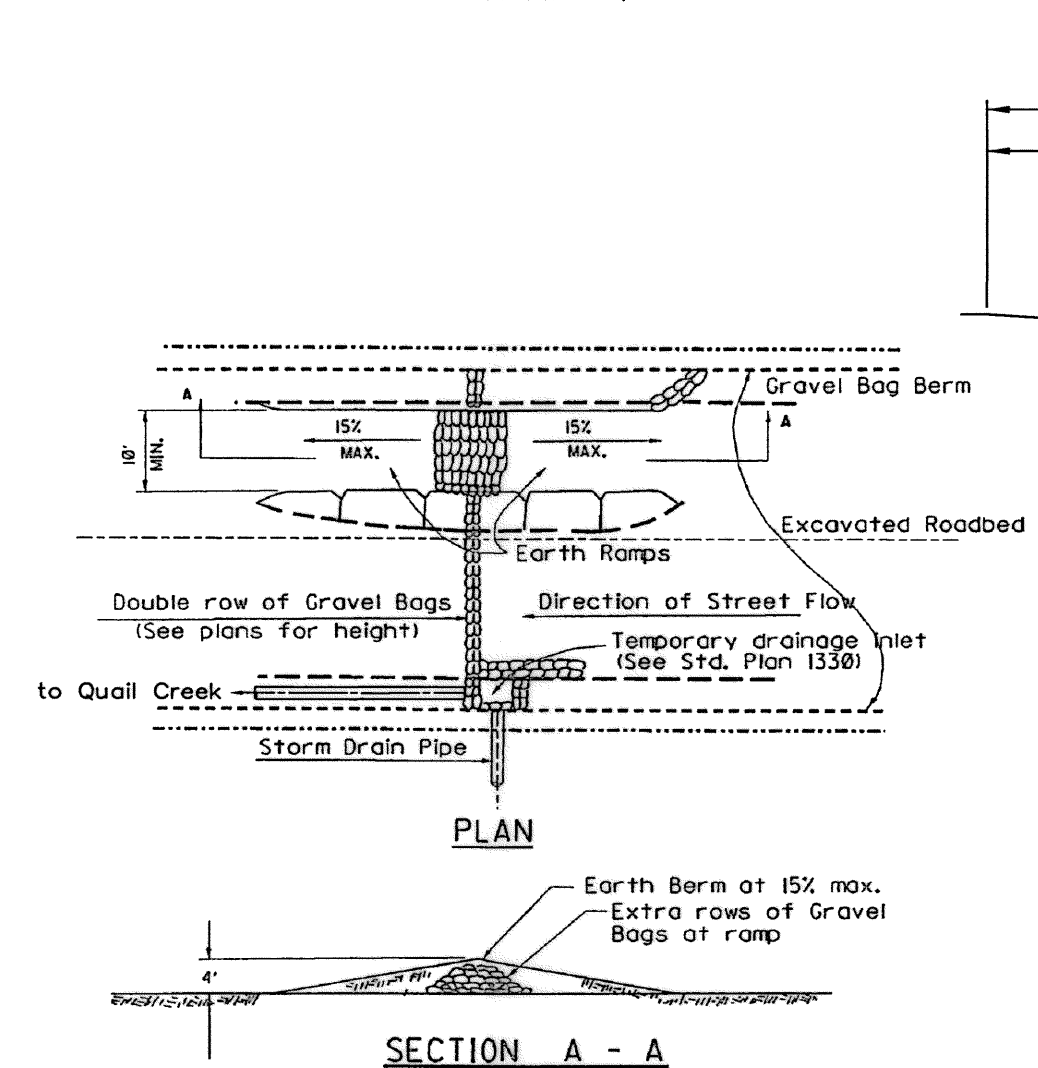
EROSION CONTROL NOTES:

- (A) INSTALL SANDBAG VELOCITY REDUCER PER DETAIL HEREON (DEPENDENT UPON STAGE OF CONST.) AT 200' MAX. SPACING
- (B) CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE PER DETAIL ON SHEET 8
- (E) INSTALL SANDBAGS AT TOE OF SLOPE OR AT PERIMETER PER DETAIL ON SHEET 8
- (F) INSTALL SANDBAGS AROUND RIP RAP PER DETAIL ON SHEET 8
- (G) INSTALL SILT FENCE PER DETAIL ON SHEET 8
- (H) INSTALL STRAW WATTLE PER SPECIFICATION ON SHEET 8
- (J) HYDROSEED PER LANDSCAPE ARCHITECT'S PLAN
- (K) CONSTRUCT TEMPORARY VISQUEEN SPILLWAY PER DETAIL SHOWN HEREON
- (L) CONSTRUCT TEMPORARY 36" CMP RISER PER DETAIL SHOWN HEREON - EC11
- (M) CONSTRUCT VISQUEEN LINED INTERIM CHANNEL - EC-9
- (N) CONSTRUCT STREET DESILTING BASIN-VEHICULAR ACCESS RAMP PER DETAIL SHOWN HEREON

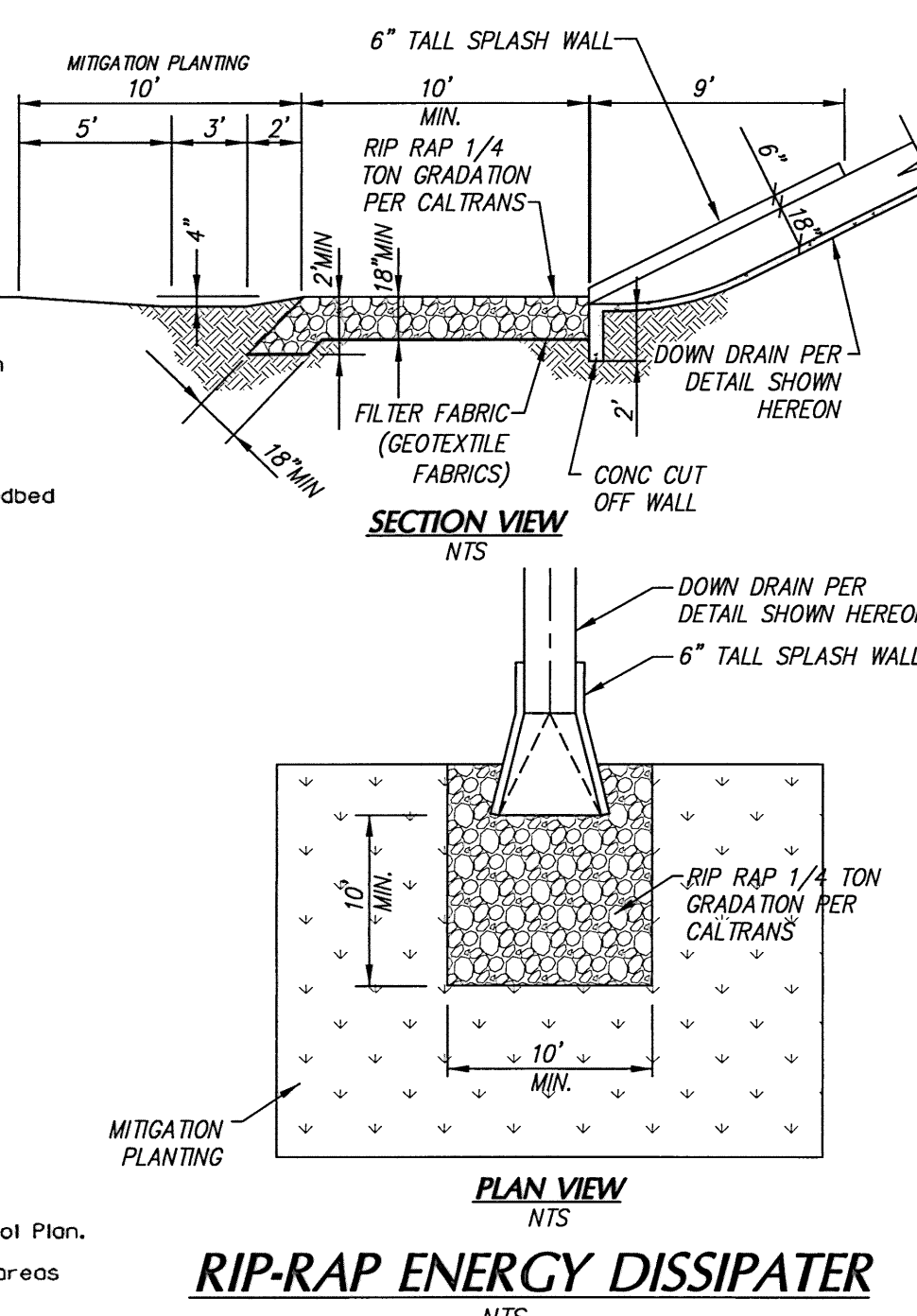
* - ROUGH GRADED AREA TRIBUTARY TO SEDIMENT BASIN = 27.8 AC.
 - SEDIMENT YIELD = 27.8 AC X 67 CU YD/AC = 27.8 AC X 1809 CU FT / AC = 50,218 CU FT
 (PER CASQA STD. SE-3 FOR CONSERVATIVE ASSUMPTION)
 FOR CASQA BMP FACT SHEETS SEE SWPPP OR CALIFORNIA STORMWATER BMP HANDBOOK



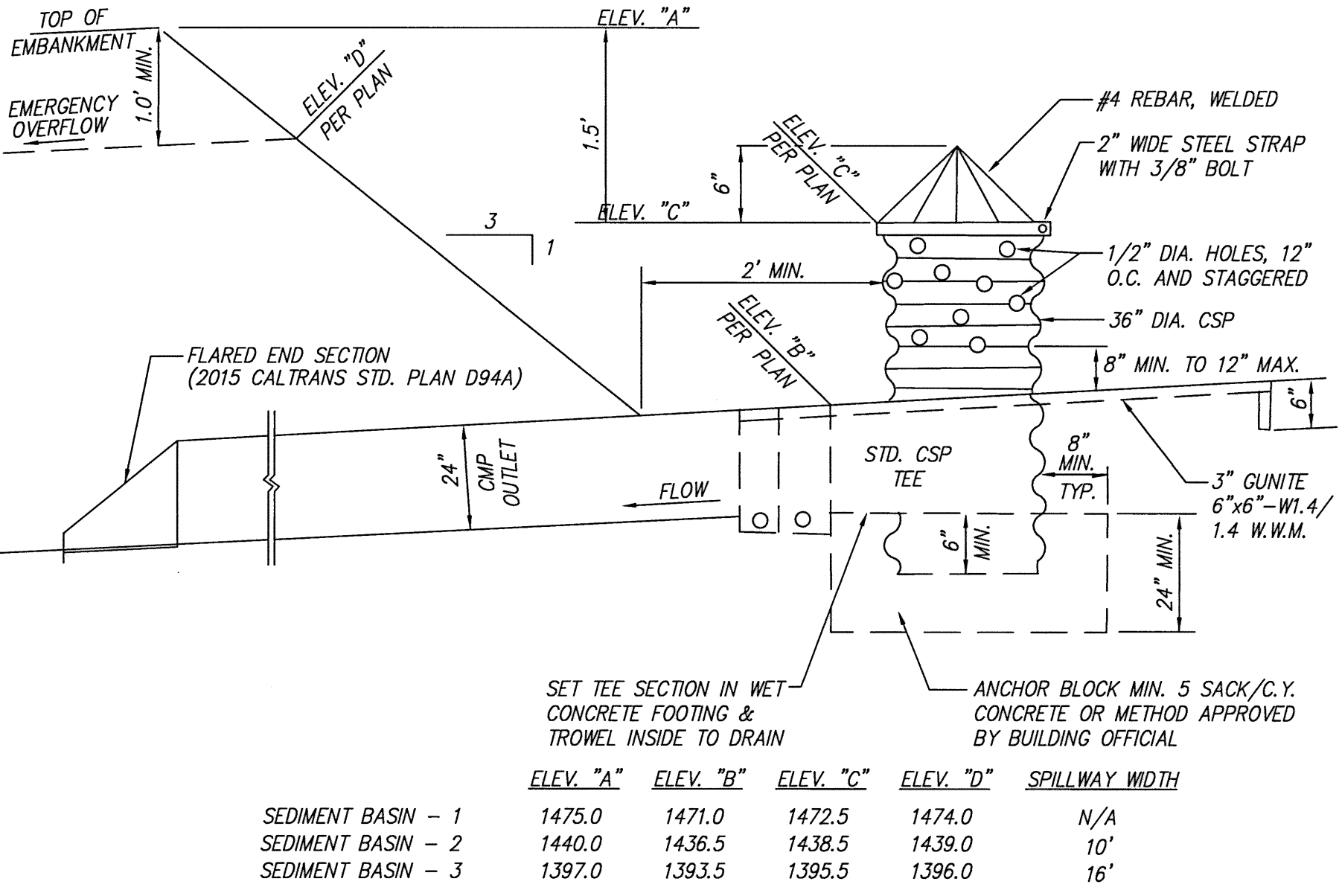
SANDBAG VELOCITY REDUCER
 (N.T.S.)



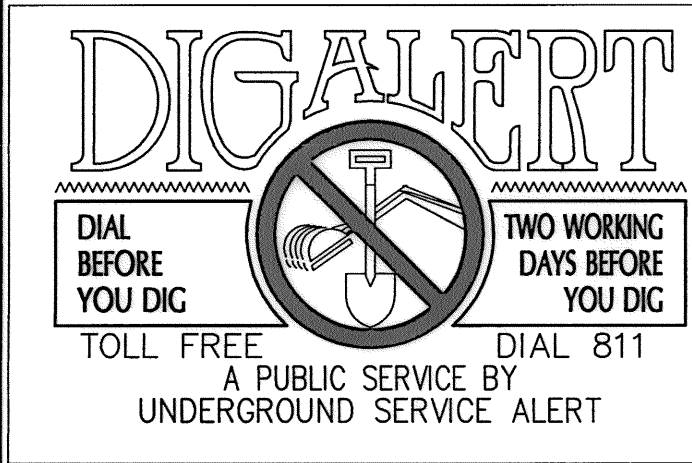
STREET DESILTING BASIN - VEHICLE ACCESS RAMP
 (N.T.S.)



RIP-RAP ENERGY DISSIPATER
 (N.T.S.)

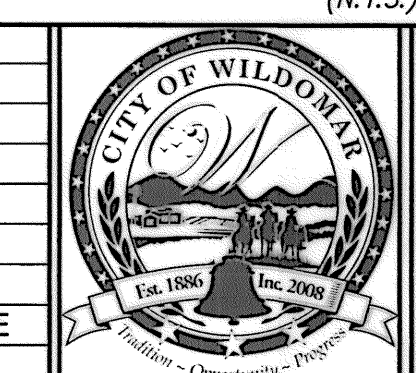


36" CMP RISER & DRAIN PIPE DETAIL
 (N.T.S.)

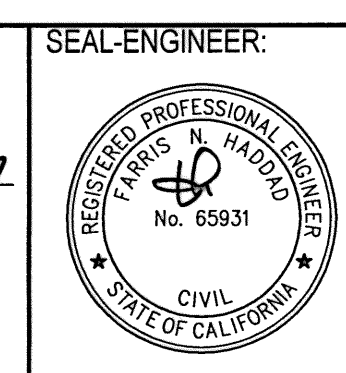


NOTE:
 WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.
 The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.

MARK	BY	DATE	REVISIONS	APPR.	DATE



CITY OF WILDOMAR
 ACCEPTED BY: Daniel A. York, Director of Public Works/
 City Engineer, PE 43212
 Date: 5-24-17
 ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES



SEAL-ENGINEER:
Engineering, Inc.
 357 N. SHERIDAN STREET STE. 117
 CORONA, CALIFORNIA 92680
 TEL (951) 279-1800 FAX (951) 279-4380
 PREPARED BY: [Signature]
 R.C.E. No. 65931

BENCHMARK:
 RIVERSIDE COUNTY BM E-7-70
 BRASS MONUMENT IN
 ELSINORE, LOCATED 352 FEET
 NORTH OF THE INTERSECTION
 OF ORANGE AND WALNUT.
 SCALE: H: As Noted V: As Noted

TRACT 32024 PROJECT # 12-0059
CITY OF WILDOMAR
 MONTE VISTA RANCH
**ROUGH GRADE INTERIM
 CONDITION DRAINAGE PLAN**

SHEET No. **9A**
 OF 9 SHTS

BID SET ONLY

ATTACHMENT C

AGREEMENT
FOR GRADING PROJECTS

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and KB Home Coastal Inc., hereinafter called Landowner.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as Tentative Tract Map 32024 (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the City Engineer, and are on file in the Office of the City of Wildomar, Public Works/Engineering Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. Landowner further agrees to comply with any and all laws, regulations and permits pertaining to water quality applicable to the Work, including but not limited to the Clean Water Act, the Porter-Cologne Water Quality Control Act, and all permits and regulations issued pursuant thereto. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approval of the Work is made by the City Engineer. The estimated cost of said Work is the sum of One Million Two Hundred Thousand Five Hundred and 00/100 Dollars (\$1,200,500.00), which covers rough grading only.

SECOND: Landowner agrees to pay to the City the actual cost of such inspections of the Work as may be required by the City Engineer. Landowner further agrees that if suit is brought upon this agreement or any security guaranteeing the completion of the Work, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Landowner, including reasonable attorney's fees, and that upon entry of judgment, such costs, expenses, and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the Work specified in this agreement prior to the completion and approval hereof, nor shall City or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Landowner, his agents or employees in the performance of the Work, and all of said liabilities are assumed by Landowner. Landowner agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Landowner, his agents and employees, in the performance of this Agreement. Separately, and not as a limitation on the foregoing duty to protect, defend, and indemnify City, Landowner agrees, as required by Section 13.12.090 of the Wildomar Municipal Code, to protect, defend and indemnify City, or any officer or employee thereof, in any administrative or judicial enforcement action by the State Water Board, Regional Water Quality Control Board, or any other federal, state or local agency, as well as in any action brought against the City by a non-governmental organization relating to one or more alleged violations of the NPDES permit or other federal, state or local water quality requirements by Landowner, his agents or employees, including but not limited to any and all costs, attorneys' fees, fines or penalties.

FOURTH: The Landowner hereby grants to the City, and to any agent or employee of the City, the irrevocable permission to enter upon the Property for the purpose of inspecting or completing the Work. This permission shall terminate in the event that Landowner has completed the Work within the time specified or any extension thereof granted by the City Engineer.

FIFTH: Landowner agrees at all times, up to the completion and approval of the Work by the City Engineer, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the Work, and to protect the traveling public from such defective or dangerous conditions.

SIXTH: The Landowner, or his agents and employees shall give notice to the City Engineer at least 48 hours before beginning the Work and shall furnish the City Engineer all reasonable facilities for obtaining full information respecting the progress and manner of the Work.

SEVENTH: If the Landowner, or his agents or employees, neglects, refuses, or fails to prosecute the Work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City Engineer, or if the Landowner violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications for the Work, the Landowner shall be in default of this agreement. The City Engineer shall have the power to terminate all rights of the Landowner because of such default. The determination of the City Engineer of the question as to whether any of the terms of this agreement or the plans and specifications for the Work have been violated or have not been performed satisfactorily shall be conclusive upon the Landowner, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all rights and remedies available to the City under law.

EIGHTH: The Landowner agrees to file with City prior to the date this agreement is executed a good and sufficient security as provided in subsections (1), (2) and (3) of subdivision (a) of Section 66499 of the Government Code in any amount not less than the estimated cost of the Work for the faithful performance of the terms and conditions of this agreement, except that when the estimated cost of said Work is \$2,500 or less, the security shall be a deposit of cash or its equivalent as determined acceptable by the City Engineer. Landowner further agrees that if in the opinion of the City Engineer the security becomes insufficient, Landowner agrees to renew each and every security with good and sufficient sureties or increase the amount of the security, within ten days after being notified by the City Engineer that the sureties or amounts are insufficient.

Notwithstanding any other provision herein, if landowner fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless the Work is completed within 90 days of the date on which the City Engineer notifies the Landowner of the insufficiency of the sureties or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or the issuers of any instruments or letters of credit securing this agreement that, in the event it is deemed necessary to extend the time of completion of the Work, extensions of time may be granted from time to time by the City Engineer either at his own option or upon request of the Landowner, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on said bonds. Landowner further agrees to maintain the aforesaid bond or bonds or the issuance of any instruments or letters of credit in full force and effect during the terms of this agreement, including any extensions of time as may be granted thereon.

TENTH: When the Work described in the first paragraph of this agreement consists of only rough or precise grading, upon the satisfactory completion and final approval of said Work by the City Engineer, the entire amount of the security applicable thereto shall be released or returned by City to the Landowner.

ELEVENTH: This agreement shall be binding upon the Landowner and his heirs, executors, administrators, successors or assigns, all and each both jointly and severally.

TWELFTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is determined by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.

THIRTEENTH: The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to

execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement.

FOURTEENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City

City of Wildomar
Public Works/Engineering Department
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
(951) 677-7751
(951) 698-1463


Landowner

KB Home Coastal Inc.
36310 Inland Valley Drive
Wildomar, CA 92595
(951) 691-5301
(951) 677-2643

FIFTEENTH: Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to sign this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF LANDOWNER HAS AFFIXED HIS NAME, ADDRESS AND SEAL.

By 
Scott Hansen, VP of Forward Planning
Date September 25th, 2018

City of Wildomar

By _____

Date _____

Approved as to Form:
Thomas D. Jex, City Attorney

By: _____

(SIGNATURES OF LANDOWNER(S) MUST BE ACKNOWLEDGED BY A NOTARY AND EXECUTED IN DUPLICATE, WITH THE NOTARY ACKNOWLEDGMENT ATTACHED HERETO. ALL SIGNATURES TO BE INCLUDED ON THIS DOCUMENT OR IDENTIFY THIS DOCUMENT WHEN INCLUDING A SIGNATURE PAGE.)

IN WITNESS WHEREOF LANDOWNER HAS AFFIXED HIS NAME, ADDRESS AND SEAL.

By 
Heidi McBroom, Director of Forward Planning
Date September 25th, 2018

City of Wildomar

By _____

Date _____

Approved as to Form:
Thomas D. Jex, City Attorney

By: _____

(SIGNATURES OF LANDOWNER(S) MUST BE ACKNOWLEDGED BY A NOTARY AND EXECUTED IN DUPLICATE, WITH THE NOTARY ACKNOWLEDGMENT ATTACHED HERETO. ALL SIGNATURES TO BE INCLUDED ON THIS DOCUMENT OR IDENTIFY THIS DOCUMENT WHEN INCLUDING A SIGNATURE PAGE.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

On September 25, 2018 before me, Brittney Lobo, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Brittney Lobo



(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

On September 25, 2018 before me, Brittney Lobo, Notary Public, personally appeared Heidi McBroom, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Brittney Lobo



(SEAL)

FAITHFUL PERFORMANCE BOND

CITY OF WILDOMAR, RIVERSIDE COUNTY, STATE OF CALIFORNIA

(On-Site Grading)

Executed in Duplicate

FOR:

On-site Grading

\$ 1,200,500.00

Tract No.

32024

Premium

\$ 7,203.00

Parcel Map No.

Bond No.

024233993

Surety

Liberty Mutual Insurance Company

Principal

KB Home Coastal, Inc.

Address

175 Berkeley Street

Address

36310 Inland Valley Drive

City/State

Boston, Massachusetts

City/State

Wildomar, California

Zip

02116

Zip

92595

Phone

617-357-9500

Phone

951-691-5341

WHEREAS, the City of Wildomar, Riverside County, State of California, and KB Home Coastal, Inc. (hereinafter designated as ("principal")) have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to complete the above on-site grading relating to (Tract/Parcel Map) 32024, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and Liberty Mutual Insurance Company, as surety, are held and firmly bound unto the City of Wildomar in the penal sum of One Million Two Hundred Thousand Five Hundred and 00/100 Dollars (\$ 1,200,500.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Wildomar, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety. When the work covered by the agreement is complete as determined by the City of Wildomar, the City will release the obligation of this bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on
September 24, 2018.

NAME OF PRINCIPAL KB Home Coastal, Inc.

AUTHORIZED SIGNATURE(S): By:

[Signature] Scott Hansen, VP Forward Planning
[Signature] Heidi Mcbroom, Director of Forward Planning

Title

Title

Title

(If Corporation, Affix Seal)

NAME OF SURETY: Liberty Mutual Insurance Company

AUTHORIZED SIGNATURE:

[Signature]
Its Attorney-in-Fact

Brenda Wong, Attorney-in-Fact

Title

(If Corporation, Affix Seal)

Attach Notarial Acknowledgment Of Signatures Of Principal And Attorney-In-Fact.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California }

County of Riverside }

On September 25, 2018 before me, Brittney Lobo, Notary Public, personally appeared Heidi McBroom, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Brittney Lobo



(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On SEP 24 2018 before me, Kari Davis, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature

K Davis

Kari Davis, Notary Public



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7719376

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda Wong; Kari Davis; Kathy R. Mair; Mechelle Larkin; Tenzer V. Cunningham

all of the city of Los Angeles, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of April, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this SEP 24 2018 day of SEP 24 2018, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

On September 25, 2018 before me, Brittney Lobo, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Brittney Lobo



(SEAL)



City of Wildomar
Grading Bond Estimate Worksheet

Parcel Map/Tract Map No: 32024

Date: 9/18/2018

PP, CU, PU, MS OR VL No: _____

City Project No: _____

Quantity	Unit	Item	Unit Cost	Amount
Contractor Mobilization				
1	LS	Mobilization	\$ 35,000.00	\$ 35,000.00
1	LS	Temporary Facilities and Utilities	\$ 10,000.00	\$ 10,000.00
Demolition and Removal				
27.1	AC	Clearing and Grubbing	\$ 800.00	\$ 21,680.00
Rough Grading				
496,455	CY	Mass Excavation	\$ 2.00	\$ 992,910.00
-	CY	Import and Export Material		\$ -
Erosion Control				
-	LF	Place Gravel Bags 2 Course High	\$ 5.00	\$ -
2,960	LF	Silt Fence	\$ 7.00	\$ 20,720.00
3	EA	Install Stabilized Construction Entrance	\$ 2,500.00	\$ 7,500.00
440	LF	Place Gravel Bags to Prevent Scour	\$ 5.00	\$ 2,200.00
9	EA	Place Gravel Bags to Protect Catch Basin	\$ 150.00	\$ 1,350.00
10% Contingency				\$ 109,136.00
Total				\$ 1,200,500.00

Signature _____

Date _____

Farris Haddad

Name (type or printed)

65931

RCE No.

Expiration Date _____



Civil Engineer's Stamp

***** PLEASE READ INSTRUCTIONS BELOW *****

- Quantities are to be taken from the Improvement Plans.
- Show Performance Bond Amounts to the nearest \$500.00.
- For Construction items not covered by this worksheet, Design Engineer is to provide his opinion of construction cost and use that cost.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.3
CONSENT CALENDAR
Meeting Date: October 24, 2018

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

PREPARED BY: Felicia Folmar, Homeless Liaison

SUBJECT: Shelter Crisis Declaration

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2018 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, DECLARING A SHELTER CRISIS PURSUANT TO SB 850
(CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE § 8698.2)

BACKGROUND/DISCUSSION:

In order to be a direct recipient of HEAP funding through the local Continuum of Care (CoC) the City of Wildomar must declare a shelter crisis pursuant to Chapter 7.8 (commencing with Section 8698) of Division 1 of Title 2 of the Government Code. The only entities that may declare a shelter crisis are cities, counties, and cities that are also counties, through their governing bodies. The declaration is a resolution that must be adopted by the governing body of a jurisdiction or jurisdictions within a CoC or Large Cities (LC).

FISCAL IMPACT:

None.

Submitted & Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Resolution
HEAP Program Guidance

RESOLUTION NO. 2018 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, DECLARING A SHELTER CRISIS PURSUANT TO SB 850
(CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE § 8698.2).

WHEREAS, California's Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

WHEREAS, The Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018); and

WHEREAS, The Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code §8698.2; and

WHEREAS, The City of Wildomar has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, The City of Wildomar finds that 6 persons within the City are homeless and living without shelter; and

WHEREAS, The City of Wildomar finds that the number of homeless is significant, and these persons are without the ability to obtain shelter; and

WHEREAS, The City of Wildomar finds that the health and safety of unsheltered persons in the City is threatened by a lack of shelter; and

WHEREAS, The City of Wildomar affirms the City's commitment to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities.

NOW, THEREFORE, BE IT RESOLVED by the City of Wildomar, California, that a shelter crisis pursuant to Government Code §8698.2 exists in the City of Wildomar and authorizes the City's participation in the Homeless Emergency Aid Program.

PASSED, APPROVED, AND ADOPTED this 24th day of October, 2018.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

HOMELESS EMERGENCY AID PROGRAM (HEAP)

Program Guidance



Edmund G. Brown Jr., Governor
Secretary Alexis Podesta, Council Chair
Ginny Puddefoot, Executive Officer

August 7, 2018



Homeless Emergency Aid Program (HEAP) Grant Program Guidance – August 2018

The California Homeless Coordinating and Financing Council (HCFC) is pleased to announce the launch of the Homeless Emergency Aid Program (HEAP). HEAP is a \$500 million block grant program designed to provide direct assistance to cities and counties to address the homelessness crisis throughout California. HEAP is authorized by Senate Bill (SB) 850, which was signed into law by Governor Brown in June 2018. This overview provides a program timeline with key milestones and delineates when stakeholders may expect program deliverables.

Available Funding

HEAP funding is divided into three categories for distribution.

Category for Distribution	Funded Amount	Eligible Applicants
Continuum of Care – Based on Point in Time Count Ranges [SB 850: Section 2, Chapter 5, 50213 (a)]	\$250,000,000	Continuum of Care (CoC)
Continuum of Care – Based on Percent of Homeless Population [SB 850: Section 2, Chapter 5, 50213 (b)]	\$100,000,000	Continuum of Care (CoC)
City / City that is also a County – Based on Population [SB 850: Section 2, Chapter 5, 50213 (c)]	\$150,000,000	Large Cities (LCs) with a population over 330,000

Eligible Uses

HEAP funds are intended to provide funding to Continuums of Care (COCs) and large cities (LCs) with populations over 330,000, so they may provide immediate emergency assistance to people experiencing homelessness. Eligible uses include, but are not limited to the following:

- Homelessness prevention activities,
- Criminal justice diversion programs for homeless individuals with mental health needs,
- Establishing or expanding services meeting the needs of homeless youth or youth at risk of homelessness, and
- Emergency aid.

The parameters of the program are intentionally broad to allow local communities to be creative and craft programs that meet the specific needs they have identified. All activities must directly benefit the target population.

Expenditure Deadlines

The HEAP statute mandates that 50 percent of the awarded funds must be contractually obligated by January 1, 2020. Additionally, 100 percent of the funds must be expended by June 30, 2021. Unexpended funds must be returned to the Business, Consumer Services and Housing Agency (BCSH) and will revert to the General Fund. Finally, administrative costs are

capped at five percent of program funds, but this does not include staff costs directly related to carrying out program activities.

Eligible Applicants

For the HEAP program, an Administrative Entity (AE) is the CoC. The CoC is the eligible applicant for HEAP funding for the same geographic boundaries for which it administers federal Department of Housing and Urban Development CoC funds. LCs with populations over 330,000 are also eligible applicants. Please refer to the California Department of Finance [website](#) for population estimates. LC grant applicants will enter into a contract with BCSH and administer their own funds separately, however, they will still be expected to collaborate with their CoC.

Shelter Crisis Declaration

The shelter crisis declaration is required for all cities and counties within a CoC that wish to receive HEAP funds, except for CoCs with fewer than 1,000 homeless people, based on the 2017 Point in Time count. Each incorporated city must declare a shelter crisis pursuant to Chapter 7.8 (commencing with Section 8698) of Division 1 of Title 2 of the Government Code. Counties may declare a shelter crisis only for the unincorporated areas of the county. The declaration is a resolution that must be adopted by the governing body of a jurisdiction or jurisdictions within a CoC or LC. A sample resolution has been provided (see attachment A). If a CoC has fewer than 1,000 homeless people, they may submit with their application a waiver exempting all cities and the counties that are part of the CoC from declaring a shelter crisis.

Pre-Application Program Timeline

Beginning in early August, the HEAP team will begin the distribution of key program information and documents. These pre-application materials will help inform the local collaborative process and assist stakeholders as they plan their applications.

Program Guidance, Timeline, Sample Shelter Crisis Resolution, Funding Allocations	
August 3, 2018	The guidance document includes a program timeline, sample resolution and funding allocation spreadsheet.
HEAP Frequently Asked Questions	
August 10, 2018	The FAQs will be updated on a regular basis on the HCFC website: http://www.bcsb.ca.gov/hcfc/
Sample Application and Instructions	
August 17, 2018	An application map will be released in advance of the HEAP Notice of Funding Availability (NOFA). The map will track to the application. The map, once completed will make the application process seamless.
August 20, 2018	Application instructions will be distributed along with the sample application.
Workshops/Webinars - Application Training Documents	
August 13 – Ongoing	Outreach and technical assistance will be conducted by the HEAP team. A detailed schedule will be posted on the HCFC website at a later date.

Application Timeline

Applications will be accepted immediately upon release of the Round 1 Notice of Funding Availability (NOFA) beginning on September 5, 2018. The Round 2 NOFA is planned for release on February 15, 2019. If, after the second round of awards, not all funds have been

claimed by all administrative entities, the BCSH shall, no later than June 15, 2019, work with the Department of Finance to identify an appropriate allocation methodology for a third round of awards or determine if any unallocated funds should revert to the General Fund.

Round 1	
NOFA Release	September 5, 2018
Early Applications Reviews Start***	Starting in September 2018
Early Applications Awarded	Starting in September 2018
Early Distribution of Funds Begins	Starting in late October 2018
Round 1 Application Cut-off Date	No later than December 31, 2018
Standard Applications Awarded	No later than January 2019
Standard Distribution of Funds Begins	April 2019
Round 2	
NOFA Release	February 15, 2019
Early Applications Reviews Start***	Starting in February 2019
Early Applications Awarded	Starting in February 2019
Early Distribution of Funds Begins	Starting in late March 2019
Round 2 Application Cut-off Date	No later than April 30, 2019
Standard Applications Awarded	No later than May 2019
Standard Distribution of Funds Begins	July 2019

***The HEAP team, recognizing the urgent need in cities and counties, encourages early applications and will review applications, make award decisions, and disburse funds on a rolling basis, immediately upon receipt.

Application Process

HEAP applications will be received through an online portal, with supporting attachments submitted via email. There are separate applications for CoCs and LCs. The applicant (CoC or LC) must submit with the application proof that a resolution declaring a shelter crisis has been approved for all jurisdictions receiving funds. Applicants must conduct a local collaborative application process to determine how HEAP funds will be utilized in the CoC or LC. The submitting entity must also demonstrate coordination with stakeholders, including but not limited to, homeless service and housing providers, law enforcement, cities, and homeless advocates whose general service area falls within the CoC or LC. The CoC or LC in turn may make sub-awards to entities it determines are qualified to carry out the eligible activities and operate within areas with approved shelter crisis status.

Special Notes

Collaboration

CoCs and LCs must demonstrate that a local collaborative effort has been conducted prior to application submission. A collaborative process may include, but is not limited to, a public meeting, regional homeless taskforce meeting, letters of support with signatures of endorsement, an adopted homeless plan, and an adopted budget which includes HEAP funds. Proof of a public process may include sign-in sheets, meeting minutes, agendas, and public comment logs, among other items. It is important that a wide enough range of participants are consulted as part of this process. Participants should include representatives of local homeless

service provider entities, law enforcement, behavioral health, and city and county public officials.

Homeless Youth

The HEAP statute requires a minimum investment of five percent of all awards be set aside for emergency assistance for homeless youth. The HEAP team encourages and expects local CoCs and LCs to work with youth advocates and related stakeholders to consider the level of investment that makes sense for this most vulnerable segment of the target population.

Contact the Program

The HCFC will be providing ongoing technical assistance and training to support CoCs and LCs in successfully applying for and administering HEAP funds. Additional information regarding the HEAP program is available on the HCFC [website](#). To receive information releases regarding the HEAP program, please register for the program [listserv](#). If you have questions, please direct them to the HCFC inbox at HCFC@BCSH.ca.gov.

DRAFT

Sample Resolution: Declaration of a Shelter Crisis

RESOLUTION NO. _____

RESOLUTION OF [insert name of local governing body, e.g. City Council or County Board of Supervisors] OF THE [insert name of jurisdiction, e.g. City or County here] _____, STATE OF CALIFORNIA declaring a shelter crisis pursuant to SB 850 (Chapter 48, Statutes of 2018 and Government Code § 8698.2).

The _____ [insert name of local governing body, e.g. City Council or County Board of Supervisors] Finds:

WHEREAS, California's Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness;

WHEREAS, The Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018);

WHEREAS, The Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code §8698.2;

WHEREAS, [insert name of city or county here] has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness;

WHEREAS, [insert name of city or county here] finds that **[Insert the 2017 Point in Time Count for the jurisdiction]** persons within the [insert name of city or county here] are homeless and living without shelter;

REQUIRED

WHEREAS, [insert name of city or county here] **finds that the number of homeless is significant, and these persons are without the ability to obtain shelter;**

WHEREAS, [insert name of city or county here] finds that the health and safety of unsheltered persons in the [insert City or County] is threatened by a lack of shelter;

WHEREAS, [insert name of city or county here] affirms the [insert: City's or County's] _____ commitment to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities;

NOW, THEREFORE, BE IT RESOLVED BY THE [insert name of city council or county board of supervisors here] _____, **CALIFORNIA**, that a **shelter crisis** pursuant to Government Code §8698.2 exists in [insert name of city or county here] _____, and authorizes the [insert: City's or County's] _____ participation in the Homeless Emergency Aid Program.

Required: This is a specific term used in the code. Other terms such as shelter emergency, or homeless crisis are not sufficient.

PASSED AND ADOPTED by the [insert governing body here] _____ of the [insert name of city or county here] _____, State of California at the meeting of the said [insert Board or City Council] held on the ____ day of _____ by the following vote:

AYES: [insert name of local governing body]: _____
NOES: [insert name of local governing body]: _____
ABSTAIN: [insert name of local governing body]: _____
ABSENT: [insert name of local governing body]: _____

By: _____
_____, CHAIR PERSON
_____ [insert name of local governing body]

ATTEST:

By: _____
Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Date: _____

Attachment B – Formula Funding Estimates

CoC Number	Jurisdiction	Total Homeless, 2017	Percent of Total State Homeless, 2017	Section 50213(a) Per Jurisdiction portion of \$250M	Section 50213(b) \$100M Distribution Based on Percent of Homeless Population	Total of CoC Distribution per 50213(a) and (b)	50214(c) 5% Minimum Youth Set-aside Per Continuum of Care total of 50213(a) and (b)
CA-600	Los Angeles City & County	55,188	41.100%	\$ 40,000,000.00	\$ 41,099,807.86	\$ 81,099,807.86	\$ 4,054,990.39
CA-601	San Diego City & County	9,160	6.822%	\$ 12,000,000.00	\$ 6,821,668.48	\$ 18,821,668.48	\$ 941,083.42
CA-500	San Jose/Santa Clara City & County	7,394	5.506%	\$ 12,000,000.00	\$ 5,506,486.54	\$ 17,506,486.54	\$ 875,324.33
CA-501	San Francisco	6,858	5.107%	\$ 12,000,000.00	\$ 5,107,314.68	\$ 17,107,314.68	\$ 855,365.73
CA-502	Oakland, Berkeley/Alameda County	5,629	4.192%	\$ 12,000,000.00	\$ 4,192,049.33	\$ 16,192,049.33	\$ 809,602.47
CA-602	Santa Ana, Anaheim/Orange County	4,792	3.569%	\$ 12,000,000.00	\$ 3,568,715.65	\$ 15,568,715.65	\$ 778,435.78
CA-503	Sacramento City & County	3,665	2.729%	\$ 10,000,000.00	\$ 2,729,412.12	\$ 12,729,412.12	\$ 636,470.61
CA-506	Salinas/Monterey, San Benito Counties	3,364	2.505%	\$ 10,000,000.00	\$ 2,505,250.30	\$ 12,505,250.30	\$ 625,262.52
CA-504	Santa Rosa, Petaluma/Sonoma County	2,835	2.111%	\$ 10,000,000.00	\$ 2,111,291.50	\$ 12,111,291.50	\$ 605,564.57
CA-608	Riverside City & County	2,406	1.792%	\$ 8,000,000.00	\$ 1,791,805.06	\$ 9,791,805.06	\$ 489,590.25
CA-508	Watsonville/Santa Cruz City & County	2,249	1.675%	\$ 8,000,000.00	\$ 1,674,883.45	\$ 9,674,883.45	\$ 483,744.17
CA-514	Fresno City & County/Madera County	2,016	1.501%	\$ 8,000,000.00	\$ 1,501,362.84	\$ 9,501,362.84	\$ 475,068.14
CA-609	San Bernardino City & County	1,866	1.390%	\$ 8,000,000.00	\$ 1,389,654.30	\$ 9,389,654.30	\$ 469,482.71
CA-606	Long Beach	1,863	1.387%	\$ 8,000,000.00	\$ 1,387,420.13	\$ 9,387,420.13	\$ 469,371.01
CA-603	Santa Maria/Santa Barbara County	1,860	1.385%	\$ 8,000,000.00	\$ 1,385,185.96	\$ 9,385,185.96	\$ 469,259.30
CA-510	Turlock, Modesto/Stanislaus County	1,661	1.237%	\$ 6,000,000.00	\$ 1,236,985.95	\$ 7,236,985.95	\$ 361,849.30
CA-505	Richmond/Contra Costa County	1,607	1.197%	\$ 6,000,000.00	\$ 1,196,770.88	\$ 7,196,770.88	\$ 359,838.54
CA-511	Stockton/San Joaquin County	1,542	1.148%	\$ 6,000,000.00	\$ 1,148,363.84	\$ 7,148,363.84	\$ 357,418.19
CA-512	Daly City/San Mateo County	1,253	0.933%	\$ 4,000,000.00	\$ 933,138.71	\$ 4,933,138.71	\$ 246,656.94
CA-509	Mendocino County	1,238	0.922%	\$ 4,000,000.00	\$ 921,967.86	\$ 4,921,967.86	\$ 246,098.39

Attachment B – Formula Funding Estimates Continued

CoC Number	Jurisdiction	Total Homeless, 2017	Percent of Total State Homeless, 2017	Section 50213(a) Per Jurisdiction portion of \$250M	Section 50213(b) \$100M Distribution Based on Percent of Homeless Population	Total of CoC Distribution per 50213(a) and (b)	50214(c) 5% Minimum Youth Set-aside Per Continuum of Care total of 50213(a) and (b)
CA-518	Vallejo/Solano County	1,232	0.917%	\$ 4,000,000.00	\$ 917,499.52	\$ 4,917,499.52	\$ 245,874.98
CA-519	Chico, Paradise/Butte County	1,195	0.890%	\$ 4,000,000.00	\$ 889,944.74	\$ 4,889,944.74	\$ 244,497.24
CA-613	Imperial County	1,154	0.859%	\$ 4,000,000.00	\$ 859,411.07	\$ 4,859,411.07	\$ 242,970.55
CA-611	Oxnard, San Buenaventura/Ventura County	1,152	0.858%	\$ 4,000,000.00	\$ 857,921.63	\$ 4,857,921.63	\$ 242,896.08
CA-614	San Luis Obispo County	1,125	0.838%	\$ 4,000,000.00	\$ 837,814.09	\$ 4,837,814.09	\$ 241,890.70
CA-507	Marin County	1,117	0.832%	\$ 4,000,000.00	\$ 831,856.30	\$ 4,831,856.30	\$ 241,592.81
CA-515	Roseville, Rocklin/Placer, Nevada Counties	979	0.729%	\$ 2,000,000.00	\$ 729,084.44	\$ 2,729,084.44	\$ 136,454.22
CA-516	Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties	934	0.696%	\$ 2,000,000.00	\$ 695,571.87	\$ 2,695,571.87	\$ 134,778.59
CA-513	Visalia/Kings, Tulare Counties	853	0.635%	\$ 2,000,000.00	\$ 635,249.26	\$ 2,635,249.26	\$ 131,762.46
CA-604	Bakersfield/Kern County	810	0.603%	\$ 2,000,000.00	\$ 603,226.14	\$ 2,603,226.14	\$ 130,161.31
CA-524	Yuba City & County/Sutter County	760	0.566%	\$ 2,000,000.00	\$ 565,989.96	\$ 2,565,989.96	\$ 128,299.50
CA-522	Humboldt County	759	0.565%	\$ 2,000,000.00	\$ 565,245.24	\$ 2,565,245.24	\$ 128,262.26
CA-525	El Dorado County	602	0.448%	\$ 1,000,000.00	\$ 448,323.63	\$ 1,448,323.63	\$ 72,416.18
CA-607	Pasadena	575	0.428%	\$ 1,000,000.00	\$ 428,216.09	\$ 1,428,216.09	\$ 71,410.80
CA-521	Davis, Woodland/Yolo County	459	0.342%	\$ 1,000,000.00	\$ 341,828.15	\$ 1,341,828.15	\$ 67,091.41
CA-520	Merced City & County	454	0.338%	\$ 1,000,000.00	\$ 338,104.53	\$ 1,338,104.53	\$ 66,905.23
CA-529	Lake County	401	0.299%	\$ 1,000,000.00	\$ 298,634.18	\$ 1,298,634.18	\$ 64,931.71
CA-526	Tuolumne, Amador, Calaveras, Mariposa Counties	367	0.273%	\$ 1,000,000.00	\$ 273,313.57	\$ 1,273,313.57	\$ 63,665.68
CA-517	Napa City & County	315	0.235%	\$ 1,000,000.00	\$ 234,587.94	\$ 1,234,587.94	\$ 61,729.40
CA-523	Colusa, Glen, Trinity Counties	176	0.131%	\$ 500,000.00	\$ 131,071.36	\$ 631,071.36	\$ 31,553.57
CA-612	Glendale	168	0.125%	\$ 500,000.00	\$ 125,113.57	\$ 625,113.57	\$ 31,255.68
CA-527	Tehama County	124	0.092%	\$ 500,000.00	\$ 92,345.73	\$ 592,345.73	\$ 29,617.29
CA-530	Alpine, Inyo, Mono Counties	121	0.090%	\$ 500,000.00	\$ 90,111.56	\$ 590,111.56	\$ 29,505.58



HEAP Large Cities Allocation

CoC Number	Jurisdiction	50213(c) Large Cities \$150,000,000 Allocation	50213(c) Minimum Youth Set Aside Per Large City Allocation
CA-600	Los Angeles	\$ 85,013,607.00	\$ 4,250,680.35
CA-601	San Diego	\$ 14,110,397.95	\$ 705,519.90
CA-500	San Jose	\$ 11,389,987.16	\$ 569,499.36
CA-501	San Francisco	\$ 10,564,313.22	\$ 528,215.66
CA-502	Oakland	\$ 8,671,116.82	\$ 433,555.84
CA-602	Santa Ana	\$ 3,690,885.841	\$ 184,544.29
CA-602	Anaheim	\$ 3,690,885.841	\$ 184,544.29
CA-503	Sacramento	\$ 5,645,699.61	\$ 282,284.98
CA-514	Fresno	\$ 3,105,519.90	\$ 155,276.00
CA-606	Long Beach	\$ 2,869,833.12	\$ 143,491.66
CA-604	Bakersfield	\$ 1,247,753.53	\$ 62,387.68

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: October 24, 2018

TO: Mayor and City Council Members

FROM: Matthew Bassi, Planning Director

SUBJECT: Prohibiting Commercial Cannabis Facilities and Regulating Cannabis Cultivation

STAFF REPORT

RECOMMENDATION:

The Planning Commission recommends the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
PROHIBITING COMMERCIAL CANNABIS FACILITIES AND REGULATING CANNABIS
CULTIVATION AND A FINDING THAT THE ORDINANCE IS NOT SUBJECT TO CEQA
PER CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15060(C)(2)&(3)

BACKGROUND:

The Planning Commission reviewed the proposed ordinance for ZOA No. 18-03 at its October 3, 2018 meeting. There were no public speakers on the agenda item, and no questions from the Commission. Thus, the Commission voted 5 - 0 to adopt PC Resolution No. 2018-22 recommending City Council approval of ZOA No. 18-03.

DISCUSSION:

There have been four major developments in California's cannabis laws over the past three years:

- A. On October 9, 2015, Assembly Bills 243 and 266 and Senate Bill 643 (collectively, the "Medical Cannabis Regulation and Safety Act" or "MCRSA") were enacted to create a state regulatory and licensing system governing the cultivation, testing, and distribution of medical marijuana, the manufacturing of medical marijuana products, and physician recommendations for medical marijuana. MCRSA expressly preserved local control over medical marijuana facilities and land uses, including the authority to prohibit medical marijuana facilities and cultivation completely.
- B. On November 8, 2016, the voters of the State of California approved Proposition 64, entitled the "Control, Regulate and Tax Adult Use of Marijuana Act" (the "AUMA"). Under Proposition 64, individuals may possess and use specified amounts of cannabis and may cultivate up to six cannabis plants per private

residence. Under Health and Safety Code section 11362.2(b), cities may prohibit private outdoor cannabis cultivation, but may not prohibit completely private indoor cultivation of six cannabis plants or less. Cities, however, may reasonably regulate private indoor cultivation of six cannabis plants or less. Proposition 64 also established a regulatory system for commercial cannabis businesses commencing at Business and Professions Code section 26000. Under Proposition 64, recreational cannabis cultivators, manufacturers, distributors, retailers, and testing laboratories may operate lawfully if they obtain a state license to operate and comply with local ordinances. The state will not issue licenses if the proposed cannabis business violates a local ordinance. Business and Professions Code section 26200, which is part of Proposition 64, expressly recognized the ability of cities to completely prohibit all recreational cannabis businesses or to regulate such businesses.

- C. On June 27, 2017, the Governor signed Senate Bill 94, which repealed MCRSA and included provisions from MCRSA regarding medical cannabis in the AUMA, so that the regulations governing both medical and non-medical cannabis were contained under one regulatory structure. Senate Bill 94 renamed the AUMA as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"). In addition to consolidating state laws regarding medical cannabis and adult-use cannabis, Senate Bill 94 introduced more uniform terminology. Senate Bill 94 revised references in existing law to "marijuana" or "medical marijuana" to instead refer to "cannabis" or "medicinal cannabis", and revised references to "nonmedical" to "adult-use."
- D. On September 16, 2017, the Governor signed Assembly Bill 133, which further revised MAUCRSA's provisions regarding cannabis deliveries, the state licensing of cannabis businesses, and cannabis taxation.

Section 17.12.040 of the Wildomar Municipal Code currently prohibits medical marijuana dispensaries in all City zones. Section 17.12.050 further defines medical marijuana dispensaries as any "facility or location, whether fixed or mobile, where medical marijuana is made available to, distributed to, or distributed by, one or more of the following: a primary caregiver, a qualified patient, or a patient with an identification card as those terms are defined in Health & Safety code section 11362.5, et seq."

In light of the recent developments in California's cannabis laws, the City Council adopted Ordinance No. 128 under Government Code Section 65858 establishing a 45-day moratorium pertaining to private marijuana cultivation and non-medical facilities. Ordinance No. 128 prohibited: (1) all commercial non-medical marijuana businesses that require a license under Proposition 64; (2) all marijuana cultivation except for the private cultivation of six marijuana plants or less at a private residence; and (3) all marijuana deliveries by marijuana businesses. The moratorium was extended by the City Council through adoption of Ordinance No. 132 and Ordinance No. 143, which will expire on December 12, 2018.

Summary of the Proposed Changes:

The Planning Commission, along with City staff, is proposing the City Council adopt the attached ordinance (Attachment A) amending the Wildomar Municipal Code (title 17,

Zoning) to prohibit commercial cannabis facilities and regulate cannabis cultivation in the City. The proposed amendments are consistent with the local regulation of cannabis allowed by State law. Specifically, the ordinance proposes the following revisions:

- A. Revise Section 17.12.040 to clarify that commercial cannabis facilities and commercial cannabis activities are neither permitted nor conditionally permitted in any zone in the city.
- B. Revise Section 17.12.050 in its entirety to do the following:
 - a. define cannabis, commercial cannabis activity, commercial cannabis facility, and cultivation.
 - b. prohibit commercial cannabis facilities or activities from being established in the City.
 - c. limit cannabis cultivation within the City limits so that a person may only cultivate up to six living plants inside his or her residence or accessory structure.

ENVIRONMENTAL DISCUSSION:

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 18-03. This evaluation indicated no potential for significant impacts on the environment since the proposed ordinance amendment maintains the status quo.

As a result, ZOA No. 18-03 can be exempted from environmental review pursuant to the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this ordinance may have a significant adverse effect on the environment, the adoption of this ordinance is exempt from CEQA.

As a result, the Planning Commission has recommended the City Council determine that Zoning Ordinance Amendment No. 18-03 has no potential to negatively impact the environment, and adopt the general rule exemption as stated above.

ZOA NO. 18-03 FINDINGS OF FACT:

In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the Planning Commission has recommended the City Council make the following findings in support of approving Zoning Ordinance Amendment No. 18-03.

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

Evidence: The proposed code amendment is consistent with the City of Wildomar Zoning Ordinance in that it maintains the status quo in the City because it codifies the existing land use prohibition on commercial cannabis and land use regulations on personal cultivation. In addition, adoption of the code amendment will further the land use goals and policies of General Plan in that it will ensure that existing land uses are protected from incompatible uses not allowed by the Zoning Ordinance.

PUBLIC NOTICING:

In accordance with Chapter 17.04 of the Wildomar Municipal Code, the Planning Department on October 14, 2018, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the public hearing to be held by the City Council for Zoning Ordinance Amendment No. 18-03. As of the date of this report, staff has not received any public comments either for or against the proposed code amendment.

FISCAL IMPACT:

There is no fiscal impact with the adoption of this Ordinance.

Submitted By:
Matthew C. Bassi
Planning Director

Approved By:
Gary Nordquist
City Manager

ATTACHMENTS:

Ordinance

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, PROHIBITING COMMERCIAL
CANNABIS FACILITIES AND REGULATING CANNABIS
CULTIVATION AND A FINDING THAT THE ORDINANCE IS
NOT SUBJECT TO CEQA PER CEQA GUIDELINES
SECTIONS 15061(B)(3) AND 15060(C)(2)&(3)**

**THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN AS
FOLLOWS:**

SECTION 1. FINDINGS.

A. As set forth in Municipal Code section 17.12.040, the City of Wildomar (“City”) currently prohibits medical marijuana dispensaries in all City zones. Municipal code section 17.12.050 defines medical marijuana dispensaries as any “facility or location, whether fixed or mobile, where medical marijuana is made available to, distributed to, or distributed by, one or more of the following: a primary caregiver, a qualified patient, or a patient with an identification card as those terms are defined in Health & Safety code section 11362.5, et seq.”

B. On October 9, 2015, Assembly Bills 243 and 266 and Senate Bill 643 (collectively, the “Medical Cannabis Regulation and Safety Act” or “MCRSA”) were enacted to create a state regulatory and licensing system governing the cultivation, testing, and distribution of medical marijuana, the manufacturing of medical marijuana products, and physician recommendations for medical marijuana. MCRSA expressly preserved local control over medical marijuana facilities and land uses, including the authority to prohibit medical marijuana facilities and cultivation completely.

C. On November 8, 2016, the voters of the State of California approved Proposition 64, entitled the “Control, Regulate and Tax Adult Use of Marijuana Act” (the “AUMA”).

D. Under the AUMA, individuals may possess and use specified amounts of marijuana and may cultivate up to six marijuana plants per private residence. Under Health and Safety Code section 11362.2(b), cities may prohibit private outdoor marijuana cultivation, but may not prohibit completely private indoor cultivation of six marijuana plants or less. Cities, however, may reasonably regulate private indoor cultivation of six marijuana plants or less.

E. The AUMA also established a regulatory system for commercial marijuana businesses commencing at Business and Professions Code section 26000. Under the AUMA, recreational marijuana cultivators, manufacturers, distributors, retailers, and testing laboratories may operate lawfully if they obtain a state license to operate and comply with local ordinances. The state will not issue licenses if the proposed marijuana business violates a local ordinance.

F. Business and Professions Code section 26200, which is part of the AUMA, expressly recognized the ability of cities to completely prohibit all recreational marijuana businesses or to regulate such businesses.

G. Following the passage of the AUMA, the City Council determined that it was imperative that the City maintain local control over all marijuana land uses to the fullest extent allowed by law. The City anticipated that the AUMA would encourage the establishment of various marijuana businesses within the City. The Municipal Code does not currently address recreational marijuana businesses. While no such business can operate in the City lawfully without a state license, express Municipal Code regulations regarding recreational marijuana dispensaries, cultivation facilities, manufacturing sites, transporters, distributors, testing laboratories, and microbusinesses were deemed necessary to provide clear guidelines regarding the scope of prohibited conduct and minimize the potential for confusion regarding the City's policies.

H. Express Municipal Code regulations were also deemed necessary to provide clear guidance regarding the scope of permissible marijuana cultivation. The City anticipated that many individuals would begin to cultivate marijuana at their private residences following the passage of the AUMA.

I. The City Council concluded that the adoption of a comprehensive marijuana ordinance that addresses both private cultivation and commercial recreational marijuana businesses would take time and require careful consideration and input from various community stakeholders and the general public. Until that process was complete, an interim urgency ordinance under Government Code section 65858(a) was necessary to protect the public health, safety, and welfare.

J. On December 14, 2016, the City Council adopted Ordinance Bill No. 128 under Government Code Section 65858 establishing a 45-day moratorium pertaining to private marijuana cultivation and non-medical facilities. Ordinance Bill No. 128 prohibited (1) all commercial non-medical marijuana businesses that require a license under Proposition 64; (2) all marijuana cultivation except for the private cultivation of six marijuana plants or less at a private residence; and (3) all marijuana deliveries by marijuana businesses.

K. On January 11, 2017, the City Council adopted Ordinance Bill No. 132 under Government Code section 65858 extending the moratorium against non-medical marijuana businesses, marijuana cultivation, and marijuana deliveries for 10 months and 15 days to December 12, 2017.

L. On November 7, 2017, the City Council adopted Ordinance Bill No. 143 under Government Code section 65858 extending the moratorium against non-medical marijuana businesses, marijuana cultivation, and marijuana deliveries for 1 year from the expiration date of December 12, 2017 to December 11, 2018.

M. During the pendency of the moratorium, the City studied the issues related to the regulation and control of marijuana businesses. On March 29, 2017, the City Council held a special meeting to consider possible amendments to the City's marijuana regulations in light of Proposition 64. Numerous citizens spoke at the meeting regarding this issue and the City Council identified additional issues that required further study and consideration.

N. In addition, the City Council held a work-study session on May 2, 2017 to continue to discuss issues related to Proposition 64. After considerable public input and Council discussion on the matter, Council directed further study and research.

O. As the City studied the issue of marijuana regulations and dealt with unpermitted marijuana facilities, California's marijuana laws continued to undergo important changes. On June 27, 2017, the Governor signed Senate Bill 94, which repealed MCRSA and included provisions from MCRSA regarding medical marijuana in the AUMA, so that the regulations governing both medical and non-medical marijuana were contained under one regulatory structure. Senate Bill 94 renamed the AUMA as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"). In addition to consolidating state laws regarding medical marijuana and adult-use marijuana, Senate Bill 94 introduced more uniform terminology. Senate Bill 94 revised references in existing law to "marijuana" or "medical marijuana" to instead refer to "cannabis" or "medicinal cannabis", and revised references to "nonmedical" to "adult-use."

P. On September 16, 2017, the Governor signed Assembly Bill 133, which further revised MAUCRSA's provisions regarding marijuana deliveries, the state licensing of marijuana businesses, and marijuana taxation.

Q. As described in the findings supporting Ordinance Bill Nos. 128, 132 and 143, which the City Council incorporates herein, marijuana establishments and activities often present health, welfare, and public safety issues for cities. There have also been large numbers of complaints of odors related to marijuana cultivation and storage. Marijuana cultivation sites are often associated with illegal construction, unsafe electrical wiring, excessive water use, and fire hazards. In order to protect the public health, safety, and welfare, the City Council reaffirms its desire to amend the Municipal Code to address, in express terms, marijuana businesses, marijuana deliveries, and private marijuana cultivation.

SECTION 2. CEQA DETERMINATION.

The City Council exercises its independent judgment and finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed ordinance maintains the status quo. Because there is no possibility that this ordinance may have a significant adverse effect on the environment, the adoption of this ordinance is exempt from CEQA.

SECTION 3. REQUIRED ZOA FINDING.

In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the Planning Commission may make the following finding in support of a recommendation to the City Council for approval of Zoning Ordinance Amendment No. 18-03.

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

Evidence: The proposed code amendment is consistent with the City of Wildomar Zoning Ordinance in that it maintains the status quo in the City because it codifies the existing land use prohibition on commercial cannabis and land use regulations on personal cultivation. In addition, adoption of the code amendment will further the land use goals and policies of General Plan in that it will ensure that existing land uses are protected from incompatible uses not allowed by the Zoning Ordinance.

SECTION 4. AMENDMENT TO THE MUNICIPAL CODE

Section 17.12.040 of the Wildomar Municipal Code is hereby amended in its entirety to read as follows:

17.12.040 Uses Allowed in Zone Classifications

The terminology used in Section 17.12.010 of this chapter is general only and is not intended to be descriptive of all uses allowed in the zone classifications. The zone classifications are specifically set forth in subsequent articles of the ordinance codified in this chapter to which reference should be made to determine all the uses permitted therein. When a use is not specifically listed as permitted or conditionally permitted in a zone classification, the use is prohibited unless, in circumstances where this section empowers him or her to do so, the Planning Director may make a determination that the use is substantially the same in character and intensity as those uses permitted or conditionally permitted in the zone classification. In no event, however, shall a commercial cannabis facility or a commercial cannabis activity as defined in Section 17.12.050 of this code be considered a permitted or conditionally permitted use in any zone classification in the city. Commercial cannabis facilities and commercial cannabis activities are prohibited in all zone classifications and no permit of any type shall be issued therefor.

SECTION 5. AMENDMENT TO THE MUNICIPAL CODE

Section 17.12.050 of the Wildomar Municipal Code is hereby amended in its entirety to read as follows:

Section 17.12.050 Commercial Cannabis Activities and Cannabis Cultivation

- A. Purpose. The purpose and intent of this chapter is to prohibit any commercial cannabis facility and to regulate cannabis cultivation within the city limits. It is recognized that it is a federal violation under the Controlled Substances Act to possess or distribute cannabis even if for medical purposes. Additionally, there is evidence of an increased incidence of crime-related secondary impacts in locations associated with a cannabis facility, which is contrary to policies that are intended to promote and maintain the public's health, safety, and welfare.

- B. Definitions. As used in this chapter, the following words and phrases shall have the meaning set forth below:

“Cannabis or marijuana” has the meaning set forth in Business and Professions Code section 26001(f), and as that provision may be amended subsequently, and includes all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. Cannabis or marijuana also means the separated resin, whether crude or purified, obtained from cannabis. Cannabis or marijuana does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. Cannabis or marijuana does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.

“Commercial cannabis activity” has the meaning set forth in Business and Professions Code section 26001(k), and as that provision may be amended subsequently, and includes the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, delivery, or sale of cannabis or a cannabis product.

“Commercial cannabis facility” means any building, facility, use, establishment, property, or location where any person or entity establishes, commences, engages in, conducts, or carries on, or permits another person or entity to establish, commence, engage in, conduct, or carry on, any commercial cannabis activity that requires a state license or nonprofit license under Business and Professions Code sections 26000 and following, including but not limited to cannabis cultivation, cannabis distribution, cannabis transportation, cannabis storage, manufacturing of cannabis products, cannabis processing, cannabis deliveries, the sale of any cannabis or cannabis products, and the operation of a cannabis microbusiness.

“Cultivation” has the meaning set forth in Business and Professions Code section 26001(l), and as that provision may be amended subsequently, and includes any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

- C. Prohibition of Commercial Cannabis Activities and Commercial Cannabis Facilities. Commercial cannabis activities and commercial cannabis facilities are prohibited in all zone classifications in the City and may not be established or operated anywhere in the City.
- D. Regulation of Cannabis Cultivation. No person or entity may cultivate cannabis at any location in the City, except that a person may cultivate no more than six living cannabis plants inside his or her private residence, or inside an accessory

structure to his or her private residence located upon the grounds of that private residence that is fully enclosed and secured against unauthorized entry, provided that the owner of the property provides written consent expressly allowing the cannabis cultivation to occur, the person conducting the cannabis cultivation complies with all applicable Building Code requirements set forth in Title 17 of this code, there is no use of gas products (CO2, butane, propane, natural gas, etc.) on the property for purposes of cannabis cultivation, and the cannabis cultivation complies with Health and Safety Code section 11362.2(a)(3), and as that provision may be amended subsequently.

- E. This Section is not intended to prohibit any commercial or non-commercial cannabis activity that the city is required by state law to permit within its jurisdiction.
- F. Enforcement. Any violation of this section shall be enforced pursuant to Chapter 1.16.

SECTION 6. SEVERABILITY.

If any Chapter, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each Chapter, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more Sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.”

SECTION 7. EFFECTIVE DATE.

This ordinance shall take effect 30 days after its passage by the City Council.

SECTION 8. PUBLICATION.

The city clerk is directed to certify the adoption of this ordinance and cause it to be published in the manner required by law.

SECTION 9. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Chapter 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Chapter 39633(c).

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2018.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #3.1

GENERAL BUSINESS

Meeting Date: October 24, 2018

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Community Choice Aggregation Program and First Amendment to the Western Community Energy Joint Powers Agreement

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council:

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

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AUTHORIZING THE IMPLEMENTATION OF
A COMMUNITY CHOICE AGGREGATION PROGRAM

2. Approve and Authorize the Mayor to sign the First Amendment to the Western Community Energy Joint Powers Agreement

BACKGROUND:

On February 14, 2018, Western Riverside Council of Governments (WRCOG) staff presented information about Community Choice Aggregation (CCA) and next steps to join Western Energy Joint Powers through Resolution and Agreement and adopt an Ordinance authorizing implementation of a Community Choice Aggregation Program. During City Council discussion, staff was directed to invite Southern California Edison (SCE) to present information about CCA's at a future City Council meeting.

On April 11, 2018 SCE staff presented i) key facts about CCA's; ii) current status on power charge indifference adjustment (aka exit fees); and, other incentive programs for customers. A code of conduct limited SCE to provide certain types of information pertaining to CCA's. SCE and other investor owned utilities have filed request with PUC to modify code of conduct on outreach to allow additional outreach activities with stakeholders.

On July 11, 2018, the City Council adopted Resolution No. 2018-39 approving membership in the Western Community Energy Joint Powers Authority. The city council

appointed a Director and one alternate Director to act on behalf of the City of Wildomar within the powers of the WCE.

DISCUSSION

The WCE board has met three times starting in September 2018. The primary focus of these early meetings includes the preparation of an Implementation Plan and the Environmental and Rate Savings Analysis Report. At the October 10, 2018 WCE meeting, the Board discussed that the Implementation Plan must be submitted to the California Public Utilities Commission (CPUC) for certification by December 31, 2018. In order to submit the Implementation Plan to the CPUC, the participating cities must adopt an Ordinance authorizing Implementation of a Community Choice Aggregation Program.

The Board further discussed withdrawal provisions in Section 5.2 of the JPA. To address concerns that a member agency could not withdraw from WCE for reasons other than not meeting financial savings goals the section was modified from its original version in the First Amendment to the JPA.

In the event the CPUC approves the JPA, energy contracts could be entered into sometime in mid to late 2019. The Energy Authority will manage the WCE portfolio and EES Consulting will provide technical assistance. They will develop load needs and the ideal times to purchase. WCE will issue formal requests for power and the selected contracts and recommendations will be voted on by the WCE Board of Directors for action. Prior to that vote to enter into the power contracts, withdrawal from WCE can occur at no cost.

The First Amendment to the WCE JPA provides clean up language for section 2.12 and 2.13 and removes the 30-day notice requirement for immediate withdrawal in section 5.2.

The next meeting of the WCE Board will be October 24, 2018. The agendas for the WCE Board meetings can be accessed by going to the WCE website:

<http://westerncommunityenergy.com/agendas/> .

FISCAL IMPACT:

There are no fiscal impacts to the City by implementing a Community Choice Aggregation Program. Staff will present to the City Council once the Implementation Plan and Rate Savings Analysis Report is complete pertaining to fiscal impacts to the City and Residents.

Submitted by:
Daniel A. York
Assistant City Manager

Submitted by:
Gary Nordquist
City Manager

ATTACHMENTS:

Ordinance

- A. Western Community Energy Joint Powers Agreement
- B. First Amendment to WCE JPA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

The City Council of the City of Wildomar does ordain as follows:

SECTION 1. FINDINGS.

1. The City of Wildomar has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provisions of electric services and promoting competitive retail choice.
2. Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2 *et seq.*; hereinafter referred to as the "Act") authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation ("CCA")
3. The Act expressly authorizes participation in a CCA program through a joint powers agency, and to this end, the Western Riverside Council of Governments has been evaluating a CCA program for certain portions of the County and the cities and towns within it.
4. Through Docket No. R.03-10-003, the California Public Utilities Commission ("Commission") has issued various decisions and rulings addressing the implementation of CCA programs, including establishing a procedure by which the Commission will review implementation plans, which are required to be submitted under the Act as the means of describing the CCA program and ensuring compliance with the Act.
5. The City along with representatives of the Western Riverside Council of Governments have elected to form a joint powers agency known as Western Community Energy ("Authority") that would specify the terms and conditions by which participants may participate as a group in energy programs, including, but not limited to, the implementation of a CCA program with the following benefits:
 - a. Providing customers a choice of power providers;
 - b. Increasing local control over energy rates and other energy-related matters;
 - c. Providing electric rates that are competitive with those provided by the incumbent utility;

- d. Improving the local economy by increasing local and regional renewable generation capacity and energy conservation and efficiency projects and programs;
 - e. Increasing regional energy self-sufficiency; and
 - f. Reducing greenhouse gas emissions arising from electricity use in the City.
6. The Joint Powers Agreement creating the Authority will govern and operate the CCA program on behalf of its member jurisdictions. The City may participate in the Authority by adoption of a resolution approving the execution of the Joint Powers Agreement and adoption of a CCA ordinance required by Public Utilities Code section 366.2(c)(12). The City's participation in the Authority will include membership on the Board of Directors of the Authority as provided in the Joint Powers Agreement.
7. The Authority will enter into agreements with electric power suppliers and other services providers and, based on these agreements, the Authority plans to provide power to residents and businesses at rates that are competitive with those of the incumbent utility. Once the Commission approves the implementation plan prepared by the Authority, the Authority may provide service to customers within the City and those cities that choose to participate in the Authority.
8. Under Public Utilities Code section 366.2, customers have the right to opt-out of a CCA program and continue to receive service from the incumbent utility. Customers who desire to continue to receive service from the incumbent utility will be able to do so at any time.
9. On October 24, 2018, the City Council held a public meeting at which time interested persons had an opportunity to testify either in support or in opposition to implementation of the CCA program within the City.
10. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment because it is merely the formation of an organization. 14 Cal. Code Regs. § 15378(a). The ordinance is also exempt from CEQA because it is an organizational or administrative activity of governments that will not result in direct or indirect physical change in the environment. 14 Cal. Code Regs. § 15378(b)(5). The ordinance is also exempt from CEQA because it is merely a change in organization of local agencies. 14 Cal. Code Regs. § 15320. Further, the ordinance is exempt from CEQA because there is no possibility that the ordinance or its implementation, which would only result in the formation of a governmental organization, would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3). The City

Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 2. AUTHORIZATION TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM. Based upon the foregoing, and in order to provide businesses and residents within the City with a choice of power providers, the City hereby elects to implement a community choice aggregation program within the jurisdiction of the City by participating in the CCA program of the Authority, as described in the Joint Powers Agreement.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held for any reason to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect 30 days after its passage.

SECTION 5. Publication. The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Chapter 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Chapter 39633(c).

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2018.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

ATTACHMENT A

WESTERN COMMUNITY ENERGY JOINT POWERS AGREEMENT

This Joint Powers Agreement (“**Agreement**”), effective as of August 23, 2018, (“**Effective Date**”) is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 *et seq.*) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit A (“**Member Agencies**”). The term “**Member Agencies**” shall also include an incorporated municipality or county added to this Agreement in accordance with Section 3.1.

RECITALS

A. In 2002, AB 117 was signed into law allowing public agencies to aggregate the electrical load of interested consumers within their jurisdictional boundaries and purchase electricity on behalf of those consumers.

B. The Member Agencies desire to establish a separate public agency, known as Western Community Energy (“**Authority**”), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code § 6500 *et seq.*) (“**Act**”) in order to collectively study, promote, develop, conduct, operate, and manage energy programs, and exercise any powers common to the Authority’s members to further these purposes.

C. The Member Agencies have each adopted an ordinance electing to implement through the Authority a community choice aggregation program pursuant to California Public Utilities Code § 366.2. The priority of the Authority will be the consideration of those actions necessary to implement the program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Member Agencies as follows:

SECTION 1. FORMATION OF AUTHORITY

1.1 Creation of Agency. Pursuant to the Joint Exercise of Powers Act, California Government Code § 6500 *et seq.* and other pertinent provisions of law, there is hereby created a public entity to be known as the Western Community Energy. The Authority shall be a public entity separate and apart from the Member Agencies.

1.2 Effective Date and Term. This Agreement shall become effective and Authority shall exist as a separate public agency on the date this Agreement is executed by at least two Member Agencies after adoption of the ordinances required by California Public Utilities Code § 366.2(c)(10). The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 5, subject to the rights of a Member Agency to withdraw from the Authority.

1.3 Member Agencies. The names, particular capacities, and addresses of the Member Agencies are shown on Exhibit A, attached hereto, as may be amended from time to time.

1.4 Purpose. The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Member Agency to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related and climate change programs (the “**CCA Program**”), and to exercise all other powers necessary and incidental to accomplishing this purpose. The Member Agencies intend for this Agreement to be used as a contractual mechanism by which the Member Agencies are authorized to participate in the CCA Program. The Member Agencies intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any energy programs approved by the Authority.

1.5 Powers. The Authority shall have all powers common to the Member Agencies and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purpose, including, but not limited to, each of the following powers:

1.5.1 Serve as a forum for the consideration, study, and recommendation of energy services for the CCA Program;

1.5.2 To make and enter into any and all contracts to effectuate the purpose of this Agreement, including, but not limited to, those relating to the purchase or sale of electrical energy or attributes thereof, and related service agreements;

1.5.3 To employ agents and employees, including, but not limited to, engineers, attorneys, planners, financial consultants, and separate and apart therefrom to employ such other persons, as it deems necessary;

1.5.4 To acquire, contract, manage, maintain, and operate any buildings, works, or improvements, including, but not limited to, electric generating facilities;

1.5.5 To acquire property by eminent domain, or otherwise, except as limited by section 6508 of the Act, and to hold or dispose of property;

1.5.6 To lease any property;

1.5.7 To use and be sued in its own name;

1.5.8 To incur debts, liabilities, and obligations, including, but not limited to, loans from private lending sources pursuant to its temporary borrowing powers, such as California Government Code § 53850 *et seq.* and authority under the Act;

1.5.9 To form subsidiary or independent corporations or entities, if appropriate, to carry out energy supply and energy conservation programs, or to take advantage of legislative or regulatory changes;

1.5.10 To issue revenue bonds and other forms of indebtedness;

1.5.11 To apply for, accept, and receive all licenses, permits, grants, loans, or other assistance from any federal, state, or local agency;

1.5.12 To submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of the CCA Program and other energy and climate change programs;

1.5.13 To adopt rules, regulations, policies, bylaws, and procedures governing the operation of the Authority; and

1.5.14 To receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity.

1.6 Manner of Exercising Powers. The powers of the Authority are subject to the restrictions upon the manner of exercising power possessed by a general law city.

SECTION 2: GOVERNANCE

2.1 Board of Directors. The governing body of the Authority shall be a Board of Directors consisting of one director for each Member Agency appointed in accordance with Section 2.2.

2.2 Appointment of Directors. The governing body of each Member Agency shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Member Agency on matters within the powers of the Authority. The governing body of each Member Agency shall also appoint and designate in writing one alternate Director who may vote in matters when the regular Director is absent from a Board meeting. The persons appointed and designated as the regular Director and the alternate Director shall be a member of the governing body of the Member Agency.

2.3 Terms of Office. Each regular and alternate Director shall serve at the pleasure of the governing body of the Member Agency that the Director represents, and may be removed as Director by the governing body of the Member Agency at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed by the governing body to fill the position of the previous Director within ninety (90) days of the date that such position becomes vacant.

2.4 Quorum. A majority of the Directors of the entire Board shall constitute a quorum, except that less than a quorum may adjourn a meeting from time to time in accordance with law.

2.5 Powers of the Board of Directors. The Board may exercise all the powers enumerated in this Agreement and shall conduct all business and activities of the Authority consistent with this Agreement and any bylaws, operating procedures, and applicable law.

2.6 Executive Committee. The Board may establish an executive committee consisting of a smaller number of Directors. The Board may delegate to the executive committee such authority as the Board might otherwise exercise.

2.7 Committees. The Board may establish advisory committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the purposes of this Agreement.

2.8 Director Compensation. The Board may adopt policies establishing a stipend to compensate work performed by a Director on behalf of the Authority as well as policies for the reimbursement of expenses incurred by a Director.

2.9 Voting by the Board of Directors.

2.9.1 Vote Count. Each member of the Board or participating alternate shall be entitled to one vote. Action of the Board on all matters shall require an affirmative vote of a majority of all Directors present and qualified to vote constituting a quorum.

2.9.2 Weighted Vote. Notwithstanding Section 2.9.1, above, the Board of the Authority may establish in its Bylaws a procedure to require a weighted vote for all or certain matters before the Board. Any procedure for a weighted vote shall allocate votes based on energy usage of Member Agencies and shall be approved or amended by the affirmative vote of at least a majority of all Directors present and qualified to vote and constituting a quorum.

2.10 Officers.

2.10.1 Chair and Vice Chair. On an annual basis, the Directors shall select from among themselves, a Chair and a Vice-Chair. The Chair shall be the presiding officer of all Board meetings. The Vice-Chair shall serve in the absence of the Chair. The term of office of the Chair and Vice-Chair shall continue for one year. There shall be no limit on the number of terms held by either the Chair or Vice-Chair. The office of either the Chair or Vice-Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Member Agency that the person represents removes the person as its representative on the Board, or (b) the Member Agency that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

2.10.2 Secretary. The Board shall appoint a Secretary who need not be a member of the Board. The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

2.10.3 Treasurer/Auditor. The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom need be members of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may be appointed as the Treasurer and Auditor. Such person or persons shall possess the powers of, and shall perform those functions required of them by California Government Code §§ 6505, 6505.5, and 6505.6, and by all other applicable laws and regulations and amendments thereto.

2.11 Meetings. The Board shall provide for its regular meetings, the date, hour, and place of which shall be fixed by resolution of the Board. Regular, adjourned, and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code § 54950 *et seq.*

2.12 Executive Director. The Executive Director shall be the chief administrative officer of the Western Riverside Council of Governments, or whomever is appointed by the Board thereafter. Compensation shall be fixed by the Board. The powers and duties of the Executive Director shall be subject to the authority of the Board.

2.13 Initial Administration of Authority. The Authority will be initially administered by the Western Riverside Council of Governments (“**WRCOG**”), which shall provide Executive Director, staff, and consultant services to the Authority. WRCOG shall provide administrative services for three years from the Effective Date of this Agreement pursuant to a services agreement. The term and conditions of the administrative services agreement may be extended by mutual agreement of WRCOG and the Authority without further amendment of this Agreement, as set forth in the administrative services agreement.

2.14 Additional Officers and Employees. The Board shall have the power to authorize such additional officers and assistants as may be appropriate, including retaining one or more administrative service providers for planning, implementing, and administering the CCA Program. Such officers and employees may also be, but are not required to be, officers and employees of the individual Member Agencies.

2.15 Bonding Requirement. The officers or persons who have charge of, handle, or have access to any property of the Authority shall be the members of the Board, the Treasurer, the Executive Director, and any such officers or persons to be designated or empowered by the Board. Each such officer or person shall be required to file an official bond with the Authority in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bond attributable to the coverage required herein shall be the appropriate expenses of the Authority.

2.16 Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the State Controller, and each Member Agency to the Authority no later than fifteen (15) days after receipt of said audit by the Board.

SECTION 3: PARTICIPATION IN AUTHORITY AND IMPLEMENTATION OF CCA PROGRAM

3.1 Participation in Authority. An interested incorporated municipality or county may become a Member Agency of the Authority and a party to this Agreement upon satisfaction of the following:

3.1.1 Adoption of a resolution by the governing body of an incorporated municipality or county requesting participation and an intent to join the Authority;

3.1.2 Adoption of an ordinance required by California Public Utilities Code § 366.2(c)(12) and execution of all necessary CCA Program documents by an incorporated municipality or county;

3.1.3 Adoption by an affirmative vote of the Board of a resolution authorizing participation of the additional incorporated municipality or county;

3.1.4 Payment of a membership payment, if any; and

3.1.5 Satisfaction of any conditions established by the Board.

3.2 Continuing Participation. The Member Agencies acknowledge that participation in the CCA Program may change by the addition or withdrawal or termination of a Member Agency. The Member Agencies agree to participate with additional Member Agencies as may later be added. The Member Agencies also agree that the withdrawal or termination of a Member Agency shall not affect this Agreement or the remaining Member Agencies' continuing obligations under this Agreement.

3.3 Implementation of CCA Program.

3.3.1 Enabling Ordinance. Each Member Agency shall adopt an ordinance in accordance with California Public Utilities Code § 366.2(c)(12) specifying that the Member Agency intends to implement a community choice aggregation program by and through its participation in this Authority.

3.3.2 Implementation Plan. The Authority shall cause to be prepared an implementation plan meeting the requirements of California Public Utilities Code § 366.2 and any applicable regulations of the California Public Utilities Commission ("CPUC"). The Board shall approve the implementation plan prior to it being filed with the CPUC.

3.4 Authority Documents. The Member Agencies acknowledge and agree that the operations of the Authority will be implemented through various program documents and regulatory filings duly adopted by the Board, including, but not limited to, operating rules, an annual budget, and plans and policies related to the provision of the CCA Program. The Member Agencies agree to abide by and comply with the terms and conditions of all such Authority documents that may be approved or adopted by the Board.

3.5 Termination of CCA Program. Nothing contained in this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

SECTION 4: FINANCIAL PROVISIONS

4.1 Fiscal Year. The Authority's fiscal year shall be twelve (12) months commencing July 1 of each year and ending June 30 of the succeeding year.

4.2 Treasurer. The Treasury of the member agency whose Treasurer is the Treasurer for the Authority shall be the depository for the Authority. The Treasurer of the Authority shall have custody of all funds and shall provide for strict accountability thereof in accordance with California Government Code § 6505.5 and other applicable laws. The Treasurer shall perform all of the duties required in California Government Code § 6505 *et seq.* and all other such duties as may be prescribed by the Board.

4.3 Depository & Accounting. All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with the funds of any Member Agency or any other person or entity. Disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to California Government Code § 6505 *et seq.* and other applicable laws. There shall be a strict accountability of all funds. All revenues and expenditures shall be reported to the Board. The books and records of the Authority shall be open to inspection by the Member Agencies at all reasonable times.

4.4 Budget. The Board shall establish the budget for the Authority, and may from time to time amend the budget to incorporate additional income and disbursements that might become available to the Authority for its purposes during a fiscal year.

4.5 Initial Funding of Authority. WRCOG has funded certain activities necessary to implement the CCA Program. If the program becomes operational, these initial costs shall be included in the customer charges for electric services to the extent permitted by law, and WRCOG shall be reimbursed from the payment of such charges by customers of the Authority pursuant to a reimbursement agreement between Authority and WRCOG. Prior to such reimbursement, WRCOG shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event the program does not become operational, WRCOG shall not be entitled to any reimbursement of the initial costs.

4.6 No Liability to the Member Agencies. The debts, liabilities, or obligations of the Authority shall not be the debts, liabilities, or obligations of the individual Member Agencies unless the governing board of a Member Agency agrees in writing to assume any of the debts, liabilities, or obligations of the Authority. Notwithstanding Government Code section 895.2, if the Authority is found to be liable for injury caused by a negligent or wrongful act or omission occurring in the performance of an agreement, no Member Agency is jointly or severally liable for such injury.

SECTION 5: WITHDRAWAL AND TERMINATION

5.1 Right to Withdraw. A Member Agency may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 180 days advance written notice of its election to do so, which notice shall be given to the Authority and each Member Agency. Withdrawal of a Member Agency shall require an affirmative vote of the Member Agency's governing board. A Member Agency that withdraws its participation in the Authority pursuant to this subsection may be subject to certain continuing liabilities as described in Section 5.4. The withdrawing Member Agency and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Member Agency.

5.2 Right to Withdraw Prior to Program Launch. After receiving bids from power suppliers, the Authority must provide to the Member Agencies the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Member Agency may immediately withdraw its membership in the Authority without any financial obligation, as long as the Member Agency provides written notice of its intent to withdraw to the Authority Board no more than thirty (30) days after receiving the report.

5.3 Involuntary Termination. Membership in the Authority may be terminated for material non-compliance with the provisions of this Agreement or any other agreement or Board operating procedure relating to the Member Agency's participation in the CCA Program upon a vote of the Board.

5.4 Continuing Liability. Except as provided by Section 5.2, upon the withdrawal or involuntary termination of a Member Agency, the Member Agency shall remain responsible for any claims, demands, damages, or liabilities arising from the Member Agency's membership or participation in the Authority through the date of its withdrawal or termination. Claims, demands, damages, or liabilities for which a withdrawing or terminated Member Agency may remain liable, include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Member Agency's load and the administrative costs associated thereto. The Authority may withhold funds otherwise owed to the Member Agency or require the Member Agency to deposit sufficient funds with the Authority, as reasonably determined by the Authority to cover the Member Agency's costs described above. Upon notice by a Member Agency that desire to withdraw from the Authority, the Authority shall notify the Member Agency of the minimum waiting period under which the Member Agency would have no costs for withdrawal if the Member Agency agrees to stay in for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Member Agency elects to withdraw from the Authority before the end of the minimum

waiting period, the charge for exiting shall be set at a dollar amount that would offset the actual costs to the remaining ratepayers served by the Authority, and may not include punitive damages that exceed actual costs.

5.5 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Member Agencies; provided, however, that this subsection shall not be construed as limiting the rights of a Member Agency to withdraw in accordance with Section 5.1.

5.6 Disposition of Authority Assets Upon Termination of Agreement. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred by the Authority, shall be returned to the then-existing Member Agencies in proportion to the contributions made by each.

SECTION 6: MISCELLANEOUS PROVISIONS

6.1 Dispute Resolution. The Member Agencies and Authority shall make efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Member Agency or Member Agencies and the Authority shall engage in nonbinding mediation in the manner agreed to by the Member Agency or Member Agencies and the Authority. In the event that nonbinding mediation does not resolve a dispute within 120 days after the demand for mediation is made, any Member Agency or the Authority may pursue any all remedies provided by law.

6.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify, and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by California Government Code § 995 *et seq.* Nothing in this section shall be construed to limit the defenses available under the law to the Member Agencies, the Authority, or its Directors, officers, or employees.

6.3 Indemnification. The Authority shall acquire such insurance coverage as the Board deems necessary to protect the interests of the Authority, the Member Agencies, and the Authority's ratepayers. The Authority shall indemnify, defend, and hold harmless the Member Agencies and each of their respective members board or council members, officers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

6.4 Amendment of Agreement. This Agreement may be amended in writing with the approval of not less than two-thirds (2/3) of a vote of the Member Agencies.

6.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Member Agencies may not be assigned or delegated without the advance written consent of all other Member Agencies. Any attempt to assign or delegate such rights or duties without express written consent shall be null and void. This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Member Agencies. This section does not prohibit a Member Agency from entering into an independent agreement with another entity regarding the financing of that Member Agency's contributions to the Authority, or the disposition of proceeds which that Member Agency receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Member Agencies under this Agreement.

6.6 Severability. If any part of this Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

6.7 Further Assurances. Each Member Agency agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary to effectuate the purposes of this Agreement.

6.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

6.9 Notices. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Member Agency, as the case may be, or such other person designated in writing by the Authority or Member Agency. Notices given to one Member Agency shall be copied to all other Member Agencies. Notices given to the Authority shall be copied to all Member Agencies.

ATTEST:

City Clerk
City of Norco

By: _____

Dated: _____

CITY OF NORCO

By: _____
Mayor

ATTEST:

City Clerk
City of Perris

By: _____

Dated: _____

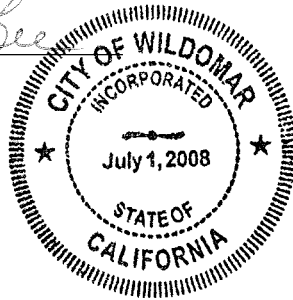
CITY OF PERRIS

By: _____
Mayor

ATTEST:

City Clerk
City of Wildomar

By: Devin A. Lee



CITY OF WILDOMAR

By: [Signature]
Mayor

ATTACHMENT B

FIRST AMENDMENT TO WESTERN COMMUNITY ENERGY JOINT POWERS AGREEMENT

This First Amendment (“**First Amendment**”) to the Western Community Energy Joint Powers Agreement (“**JPA Agreement**”) is made and entered into as of the ____ day of _____, 2018, by and among the Cities of Norco, Jurupa Valley, Wildomar, Eastvale, Hemet, Perris, and Canyon Lake.

RECITALS

1. Western Community Energy (“**Authority**”) is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Act”) and the JPA Agreement entered into on August 23, 2018, as may be amended from time to time. The Authority is a public entity separate and apart from its Member Agencies.
2. The Authority is established to collectively study, promote, develop, conduct, operate, and manage energy programs, and exercise any powers common to the Authority’s members to further these purposes. Each member has adopted an ordinance electing to implement through the Authority a community choice aggregation program pursuant to California Public Utilities Code Section 366.2.
3. Pursuant to Section 6.4 of the JPA Agreement, any amendment to the JPA Agreement must be in writing with the approval of not less than two-thirds (2/3) of a vote of its members.
4. Participating Member Agencies as set out in Exhibit “A” now wish to execute this First Amendment to the JPA Agreement to amend provisions with respect to the Executive Director, the Initial Administration of Authority, and the Right to Withdraw Prior to Program Launch.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Member Agencies as follows:

A. Section 2.12 of the JPA Agreement shall be revised as follows (new language is underlined, removed language is struck):

“2.12 Executive Director. The Executive Director shall be the chief administrative officer. Compensation shall be fixed by the Board, except in cases where there services are provided through contract with WRCOG. The powers and duties of the Executive Director shall

be subject to the authority of the Board.”

B. Section 2.13 of the JPA Agreement shall be revised as follows:

“2.13 Initial Administration of Authority. The Authority will be initially administered by the Western Riverside Council of Governments (“WRCOG”), which shall provide Executive Director, staff, and consultant services to the Authority pursuant to an implementation and management services agreement between the WRCOG and the Authority. WRCOG shall provide administrative services for three years from the Effective Date of this Agreement pursuant to a services agreement. The term and conditions of the administrative services agreement may be terminated or extended by mutual agreement of WRCOG and the Authority without further amendment of this Agreement, as set forth in the administrative services agreement.”

C. Section 5.2 of the JPA Agreement shall be revised as follows:

“5.2 Right to Withdraw Prior to Program Launch. In addition to the rights set forth in Section 5.1, a Member Agency may immediately withdraw its membership in the Authority without any financial obligation, at any time prior to the Authority entering into initial energy contracts to serve load.

D. This First Amendment shall be effective when approved pursuant to Section 6.4 of the JPA Agreement

E. Except as amended by this First Amendment, all provisions of the JPA Agreement shall remain in full force and effect and shall govern the actions of the parties to this First Amendment.

[Signatures on following page]

**SIGNATURE PAGES FOR FIRST AMENDMENT TO WESTERN COMMUNITY
ENERGY JOINT POWERS AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment of
the JPA Agreement as of the Effective Date.

ATTEST:

City Clerk
City of Canyon Lake

CITY OF CANYON LAKE

By: _____

By: _____

Dated: _____

Mayor

ATTEST:

City Clerk
City of Eastvale

CITY OF EASTVALE

By: _____

By: _____

Dated: _____

Mayor

ATTEST:

City Clerk
City of Hemet

CITY OF HEMET

By: _____

By: _____

Dated: _____

Mayor

ATTEST:

City Clerk
City of Jurupa Valley

CITY OF JURUPA VALLEY

By: _____

By: _____

Dated: _____

Mayor

ATTEST:

City Clerk
City of Norco

CITY OF NORCO

By: _____

Dated: _____

By: _____
Mayor

ATTEST:

City Clerk
City of Perris

CITY OF PERRIS

By: _____

Dated: _____

By: _____
Mayor

ATTEST:

City Clerk
City of Wildomar

CITY OF WILDOMAR

By: _____

Dated: _____

By: _____
Mayor