

11) **Professional Services Agreement with VCS Environmental, Inc. for Environmental Documentation for the East Lake Villas Senior Living Community Project**

Approve and authorize the City Manager to execute a Professional Services Agreement with VCS Environmental, Inc. in an amount not to exceed \$71,545 to prepare California Environmental Quality Act (CEQA) Compliance documents, in such final form as approved by the City Attorney.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Damaris Abraham, Community Development Director

Date: October 8, 2024

Subject: Professional Services Agreement with VCS Environmental, Inc. for Environmental Documentation for the East Lake Villas Senior Living Community Project

Recommendation

Approve and authorize the City Manager to execute a Professional Services Agreement with VCS Environmental, Inc. in an amount not to exceed \$71,545 to prepare California Environmental Quality Act (CEQA) Compliance documents, in such final form as approved by the City Attorney.

Background

The City of Lake Elsinore is the lead agency to evaluate the environmental impacts of development projects proposed within the City. The Community Development Department is responsible for preparing the necessary information and, depending on the scope and size of the project, will either prepare the environmental documents in-house or have a consultant prepare the documents and studies. Through the application fee process, the project applicant (Keystone DCS, Inc.) pays for the cost of preparing the environmental analysis.

Discussion

The applicant has submitted an entitlement application for a new Senior Housing Community development located on the southerly edge of East Lakeshore Drive, east of Lucerne Street and West of Marian Street within the East Lake Specific Plan. (APNs: 373-260-007, 008, and 010)

The East Lake Villas project proposal consists of a total of 336-units that includes 192-units of independent living facility and a 144-bed (or 144-units) of assisted living and memory care facility with on-site amenities and related site improvements located on an approximately 9.9-acre site. The project also includes Tentative Tract Map No. 37948 which proposes to subdivide the subject property into five parcels ranging in size from 0.99 acres to 4.38 acres.

The project must prepare technical studies such as a Traffic Impact Report, Air Quality Report, Greenhouse Gas Emissions Report, Energy Report, Noise Report, Hydrology Report, Biological Report, Cultural Resources Report, Phase 1 Environmental Site Assessment, Paleontology Report, and Geotechnical. VCS Environmental, Inc. will utilize the above referenced technical studies to prepare a detailed environmental analysis for the project as required by CEQA.

Fiscal Impact

The cost of preparing the environmental review will be paid by fees collected from the developer through the City's cost recovery program. All administrative staff time and consultant costs are paid from the applicant's fees. No General Fund budgets will be allocated or used for the completion of the CEQA documents for the project.

Attachments

Attachment 1 - Agreement
Exhibit A - Proposal

AGREEMENT FOR PROFESSIONAL SERVICES

VCS ENVIRONMENTAL, INC.

East Lake Villas

This Agreement for Professional Services (the "Agreement") is made and entered into as of October 8, 2024, by and between the City of Lake Elsinore, a municipal corporation ("City") and VCS Environmental, Inc., a California corporation ("Consultant").

RECITALS

A. The City has determined that it requires the following professional services:

Prepare and process a limited CEQA document under Section 15183 in accordance with the California Environmental Quality Act (CEQA) for the PA 2019-89 East Lake Villas Senior Living Community Project

B. Consultant has submitted to City a proposal, dated July 16, 2024, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services described in Consultant's Proposal (Exhibit A). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).

b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed Seventy-One Thousand Five Hundred and Forty-Five dollars (\$71,545) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Consultant's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Consultant's prospective or then current personnel is deemed objectionable, then the City may notify Consultant of the same. Consultant shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Studies, Documents.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Consultant shall be immediately referred to City, without any other actions by Consultant.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Consultant as provided in the Agreement, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered

by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws.

a. Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Consultant and/or its employees, officers, or board members.

b. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

15. Indemnity. Consultant shall indemnify, reimburse the City for the cost of defense, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life,

damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

16. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors or omissions which

may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed

to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Consultant: VCS Environmental, Inc.
Attn: Julie Beeman, President
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for

Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Consultant's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Consultant's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

VCS ENVIRONMENTAL, INC., a California corporation

City Manager

By: Julie Beeman
Its: President

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A – Consultant’s Proposal
Exhibit B – List of Subcontractors

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

EXHIBIT B

LIST OF SUBCONTRACTORS

1. As set forth in the cover letter to Proposal dated July 16,2024



VCS Environmental
EXPERTS IN STRATEGIC SOLUTIONS

September 17, 2024

Carlos Serna, MPP, Associate Planner
City of Lake Elsinore
130 S. Main Street
Lake Elsinore, CA 92530

Dear Carlos:

Thank you for the opportunity to provide this proposal to prepare and process a limited CEQA document under Section 15183 in accordance with the California Environmental Quality Act (CEQA) for the PA 2019-89 East Lake Villas Senior Living Community Project located in Lake Elsinore, California.

Vandermost Consulting Services, Inc. dba VCS Environmental (VCS) is a California S. Corporation founded in 1996 by Julie Vandermost Beeman who remains the sole owner. VCS is a certified Small Business/Disadvantaged Business Enterprise (SBE/DBE) with a 30-member staff specializing in full service environmental consulting headquartered in San Juan Capistrano, California. VCS regularly prepares and peer reviews CEQA/NEPA documents and technical studies. We also specialize in Biological, Cultural and Regulatory Permitting Services. VCS has a wide variety of experience working on jobs ranging from smaller development projects to \$1.8 billion transportation improvements. Our clients include builders/developers, cities, regional transportation agencies, water districts, school districts and the State of California.

The VCS Team will be led by Director of Environmental Services, Eric Turner, who will be the Project Manager/Primary Contact for the proposed work. Biological and cultural studies will be reviewed in-house. Our trusted subconsultant team will peer review the following technical reports: Vista Environmental will review the Air Quality, Energy, Greenhouse Gas, and Noise technical studies with TA-Group DD reviewing the Phase I Environmental Site Assessment.

We look forward to the opportunity to work with you. Please do not hesitate to contact me at 949.234.6070 or at jbeeman@vcsenvironmental.com should you have any questions or would like additional information.

Sincerely,


Julie Beeman
President



VCS Environmental

30900 Rancho Viejo Road,
Suite 100

San Juan Capistrano, CA 92675

www.vcsenvironmental.com

WBE | SBE | DBE

Julie Beeman

President

Phone: 949.234.6070

jbeeman@vcsenvironmental.com

Eric Turner

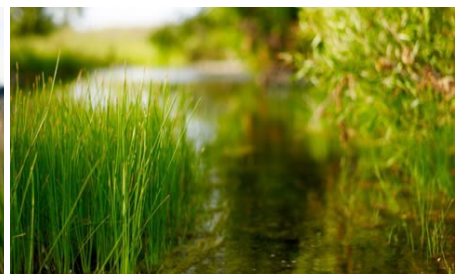
Project Manager | Primary Contact

Phone: 949.234.6075

eturner@vcsenvironmental.com

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1.0 QUALIFICATIONS AND EXPERIENCE

Firm Overview

Vandermost Consulting Services, Inc. doing business as VCS Environmental (VCS) was founded in 1996. VCS is a California S Corporation specializing in CEQA/NEPA, Biological, Regulatory and Cultural Resources. Our corporate office is located at 30900 Rancho Viejo Road, Suite 100, San Juan Capistrano, CA 92675.

VCS Environmental is dedicated to delivering quality, personalized, multi-disciplinary services to a variety of municipalities, private sector clients, and state and federal agencies. Our services include:

CEQA/NEPA

PREPARATION OF CEQA/NEPA DOCUMENTS

- Prepare/process California Environmental Quality Act (CEQA) documents
- Prepare/process National Environmental Policy Act (NEPA) documents
- Public presentations/technical translation of CEQA/NEPA documents to the community and decision makers

BIOLOGICAL

MAPPING, ENDANGERED SPECIES SURVEYS, AND REPORTS

- Biological technical reports
- Vegetation mapping
- Focused surveys for endangered species
- Biological assessments and Endangered Species Act Section 7 consultations
- Western Riverside County Multiple Species Habitat Conservation Plan, surveys, reports, and HANS process
- Conservation easements
- Construction monitoring

REGULATORY

REGULATORY PERMITS AND WETLANDS/WATERS DELINEATIONS

- Delineation of wetlands and waters of the U.S. and State
- U.S. Army Corps of Engineers, Section 404 permits
- U.S. Army Corps of Engineers, Section 408 processing
- California Department of Fish & Game, Section 1602, and maintenance agreements
- Regional Water Quality Control Board, Section 401 certifications
- Regional Water Quality Control Board, Waste Discharge Requirements
- U.S. Environmental Protection Agency 404(b)(1) alternatives analyses
- Constraints and feasibility analyses
- Biological Monitoring

CULTURAL

- Area of potential effect mapping
- Phase I cultural and paleontological assessments
- Phase II resource evaluation and testing
- Phase III data recovery/mitigation studies
- Phase IV construction monitoring mitigation programs
- Historic resources evaluation reports
- Worker environmental awareness training
- Native American scoping and consultation
- Fossil salvage, identification, evaluation, and preparation for curation
- Caltrans studies and documentation (HPSR, ASR, HRER, FOE, PIR, PER, PMP, et al.)
- Site recordation on DPR 523 series site recording forms

- Section 106 of the National Historic Preservation Act compliance
- Construction monitoring

ADDITIONAL SERVICES

MITIGATION BANKING AND HABITAT RESTORATION

- Mitigation Bank document preparation, processing and sales
- Habitat Mitigation, Monitoring, and Reporting Plans (HMMP) and Implementation
- HGM and CRAM analyses
- Coordination with landscape design and maintenance contractors
- Preparation of annual reports

PEER REVIEW AND DUE DILIGENCE

- CEQA/NEPA documents and technical studies
 - Regulatory permit applications and strategies
 - Project sites and/or existing permits and documents for clients considering property acquisitions
- FHA

Qualifications

CEQA/NEPA Services

VCS's services include Categorical Exemptions/Exclusions; Initial Studies, Environmental Assessments; Preliminary Environmental Assessments and Studies, Addendums, Revalidations, Environmental Impact Reports, and accompanying technical studies. All analyses will be completed by trained staff who are experienced in public and private projects. All technical reports will contain an adequate level of information so that they may be used to support environmental determinations, and serve as reference for environmental documentation, permitting, and other project decisions.

VCS is experienced in analyzing projects to meet the requirements of CEQA, including state and federal regulations, local agency General Plan goals and policies, and local agency Municipal Code and Zoning Regulations. VCS is aware that the preparation of environmental documents begins with the understanding of existing environmental baseline conditions and relevant laws, regulations, guidelines, codes, goals, and/or policies that apply to the site in order to accurately understand the threshold of impacts for a particular project. The process for complying with CEQA is outlined in the *CEQA Guidelines*. All technical studies and environmental documents required for CEQA approval will be completed by VCS in accordance with these guidelines in a format approved by the City. In this case, the project is within the East Lake Specific Plan (ELSP). VCS prepared the Environmental Impact Report (EIR) for the ELSP. This project's CEQA document is expected to tier off the ELSP EIR. Pursuant to the *Hilltop Group Inc. v. County of San Diego*, the project appears to qualify for a CEQA Section 15183 analysis, which will allow CEQA analysis of only those topics not covered in the ELSP EIR. Namely, biology and cultural along with site hydrology.

The documents will evaluate the significance of the effects of the project alternatives on the environment and, if required, will identify mitigation measures to reduce these effects.

VCS is very skilled in presenting projects to appointed and elected municipal bodies. We are able to attend Planning Commissions and City Council meetings as requested and we have several project managers who are excellent public speakers should staff request us to make any project or new policy presentations. We have extensive experience creating PowerPoint presentations and presenting technical information to the public.

PROGRAM MANAGEMENT AND QA/QC

Daily Directors' and staff briefings facilitate the seamless flow of information, while maximizing project efficiency and eliminating gaps in communication. VCS prepares a project schedule for all CEQA documents

to sequence project activities most efficiently. Schedules are maintained throughout the project. VCS employs the use of internal review by Senior Staff and a final production review to ensure Quality Assurance/Quality Control in all deliverables. This internal review ensures high quality deliverables and enables VCS to adhere to project schedules.

PEER REVIEW

VCS has been peer reviewing documents for the past 28 years. Depending on the project size and complexity, we have our subconsultants review certain technical studies. We review the documents for clarity, quality, typographic errors and grammatical errors (trying not to edit for style but for actual errors). We check the mitigation measures and highlight those that need engineers and/or construction review to ensure their appropriateness.

Subconsultants

AIR QUALITY | GREENHOUSE GAS | ENERGY | NOISE



1021 Didrickson Way
Laguna Beach, California 92651
(949) 715-3628

Vista Environmental specializes in air quality, greenhouse gas emissions, health risk assessments (HRAs) and noise impact analyses for governmental agencies and the business community and has completed numerous complex air and noise studies that conform to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) requirements. Vista Environmental has worked with VCS over the past seven years on our CEQA documents.

PHASE I ENVIRONMENTAL SITE ASSESSMENT



3146 Tiger Run Court, Suite 118
Carlsbad, California 92010
(760) 473-0645

TA-Group DD, LLC, provides consulting and technical services as a project manager, expert witness, and technical expert for investigation and cleanup efforts at sites impacted by heavy metals, petroleum hydrocarbons, pesticides, PNA and PCB, solvents, and radionuclides. TA-Group DD will provide consulting and technical services for Hazardous Materials with their experience in Phase 1 studies for CEQA compliance.

Project Experience

VCS has a wide variety of experience providing environmental services for projects ranging from smaller site development projects to industrial development projects to more expansive transportation improvements. VCS provides environmental services to several private developers across Southern California, including projects in Riverside County, namely Beaumont, Fallbrook, Jurupa Valley, La Quinta, Lakeland Village (unincorporated Riverside County), Banning as well as Lake Elsinore. VCS staff have a deep understanding of how federal, state, and local laws and policies all play a contributing role in determining the appropriate legal and procedural environmental review and regulatory processes for a given project.

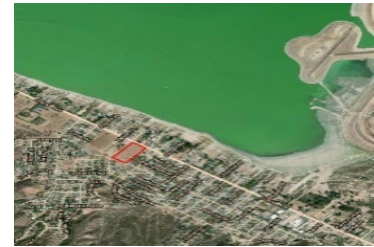
Descriptions and details for representative projects that are ongoing and completed are included on the following pages. We believe these examples illustrate our experience in working on projects of similar size and scope. In addition, key members full resumes are provided following our example projects. These team members are supported by additional staff members with the skills and expertise necessary to respond to the needs of any project.

EAST LAKE SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT


**Project
Description:**

VCS prepared the Environmental Impact Report (EIR) and supported City staff with development of the East Lake Specific Plan. The goal of this project was to overhaul land uses, development regulations, and architectural guidelines. This area is particularly challenging due to the local hydrology, presence of environmental resources, complex regulatory requirements and multiple landowners within the planning area. In order to be responsive to changing market conditions, evolving lifestyle preferences and the specific needs of potential developers, the Specific Plan incorporates flexibility for type and intensity of development, so land use decisions can be made without having to go through a specific plan amendment process. To ensure that the East Lake Specific Plan is consistent with the General Plan, a review of the General Plan's goals and policies was completed and included in the Specific Plan. VCS also provided biological and cultural resources reports.

HOME SWEET HOME INITIAL STUDY/MITIGATED NEGATIVE DECLARATION


**Project
Description:**

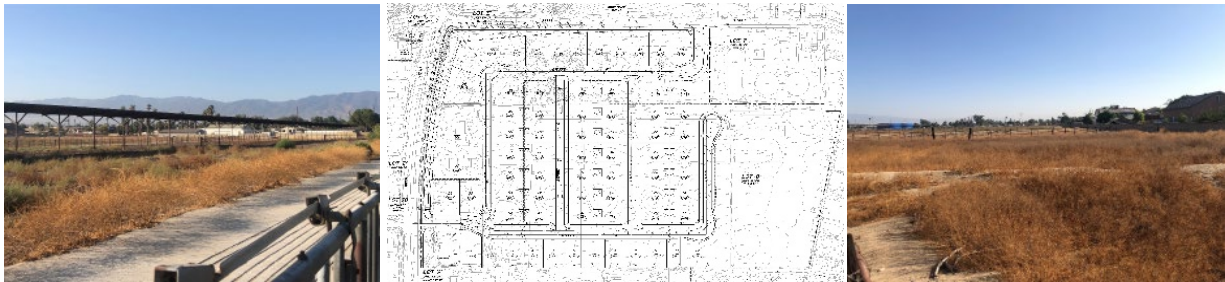
VCS prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the Home Sweet Home Project in 2019. The site is regionally located in unincorporated Riverside County within the Lakeland Village of the Elsinore Area Plan. The 7.16-acre project site is located between Grand Avenue and Brightman Avenue. The current General Plan designation is Mixed Use, and the current zoning is General Commercial (C-1/C-P). Historically, the property was vacant land up until the 1920's when agricultural activities began and continued to about the 1970's when the agricultural activities ceased. Presently, the property is vacant and surrounded by residential uses to the north, south, east and a fire station and vacant land to the west. The Proposed Project includes a Zone Change request from General Commercial to Mixed Use and the approval of a tentative tract map. Primary issues analyzed within the Initial Study/Mitigated Negative Declaration were air quality/noise (construction-related and long-term operational), biological resources, cultural resources, traffic impacts to the local roadway network and land use compatibility.

TUSCANY CREST RESIDENTIAL PROJECT ADDENDUM TO MITIGATED NEGATIVE DECLARATION



Project Description: VCS prepared an addendum to Mitigated Negative Declaration (MND) 2006-4 that identified project-specific impacts associated with developing a portion of the Ramsgate Specific Plan area. The Scope of Work included the implementation and revision of the Ramsgate Specific Plan to facilitate water/sewer service connections and address minor revisions to the local roadway network. The proposed action is subject to a discretionary review process by the City of Lake Elsinore; thus, an addendum to the MND was prepared to demonstrate California Environmental Quality Act (CEQA) compliance.

JD RANCH RESIDENTIAL PROJECT ENVIRONMENTAL IMPACT REPORT



Project Description: VCS is preparing an Environmental Impact Report for the JD Ranch Residential Project located in the City of Norco. The project site is a former dairy farm. The proposed project requests approval of a General Plan Amendment, a Zone Change, and Tentative Parcel Map, to allow for the development of a 68-unit single family detached housing project. Additionally, the proposed project involves the reconfiguration of Assessor's Parcel Numbers (APNs) 121-110-003 and 121-110-001 to allow for the development of the proposed project. As part of the Memorandum of Understanding with the City of Norco, the project proposes to deed 7.20 acres (Lot B) to the City of Norco as open space. In exchange, the City of Norco would deed 8.2 acres of the City of Norco owned parcel to TACRD Investment to be incorporated into the proposed project. The EIR for this project is currently out for public review.

TRUMARK RESIDENTIAL PROJECT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**Project
Description:**

VCS prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the Trumark Residential Project. The project site is located in the City of Mission Viejo, within the City of Riverside. Locally, the 13.4-acre project site is located within the northeastern area of the City of Mission Viejo on El Toro Road between Marguerite Parkway and State Route 241 (SR-241). The project includes the development of 91 multiple-family dwelling units. The General Plan land use designation was amended from Open Space/Recreation to Residential Planned Development 30 (RPD-30) and the Zoning on the site was changed from Recreation to Residential Planned Development 30 (RPD-30). The project required a Planned Development Permit approval, Lot Line Adjustment and requested variances to the City's Zoning Code site development standards. Primary issues analyzed within the Initial Study/Mitigated Negative Declaration were air quality/noise (construction-related and long-term operational), biological resources, cultural resources, traffic impacts to the local roadway network and land use compatibility.

JULIE VANDERMOST BEEMAN | Experience: 30+ years

VCS President | Role: Contract Administrator

**EDUCATION**

B.A. Sociology, Minor in
Criminal Justice: California
State University, Fullerton
1987

PROFESSIONAL AFFILIATIONS

Building Industry Association
(BIA)
American Planning Association
(APA)
Association of Environmental
Professionals
Association of State Wetlands
Managers
Ecological Restoration Business
Association
Orange County Women's
Transportation Seminar
(WTS)

ABOUT

Julie Vandermost Beeman is President and founder of Vandermost Consulting Services, Inc., doing business as VCS Environmental, a full-service environmental firm headquartered in San Juan Capistrano. VCS was founded in 1996 and specializes in CEQA/NEPA, biology, regulatory and cultural services. Julie leads a 24-member team that serves private sector and public agencies throughout Southern California.

SELECT PROJECTS**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) ON-CALL**

Julie manages the SBCTA On-call contract for the San Bernardino County Transportation Authority. The first five-year contract was \$3.7 million. VCS is in its second \$3 million, five-year contract to provide staffing services on an as-needed basis for major transportation projects throughout San Bernardino County. Julie assigns and manages staff to assist with projects and leads key projects, including:

- 33-Mile I-10 Express Lanes | SBCTA, San Bernardino County
- I-15/I-215 Devore Interchange | SBCTA | San Bernardino
- 15-Mile I-15 Express Lanes | SBCTA | San Bernardino County
- Numerous Interchanges and Grade Separations

EAST LAKE SPECIFIC PLAN | LAKE ELSINORE, CA

Julie worked with the City to prepare an Opportunities & Constraints report related to the Lake Elsinore Back Basin. A major Specific Plan Amendment was prepared by the City as a result of this effort, which modified land uses to maximize the City's "Dream Extreme" development goals. Julie also oversaw the VCS preparation of the Environmental Impact Report for the Specific Plan Amendment.

TRUMARK RESIDENTIAL PROJECT | MISSION VIEJO, CA

The proposed project involved approval of a General Plan Amendment, Zone Change, Planned Development Permit, Tentative Tract Map and Variances to allow for the construction and operation of a 91-unit multiple-family dwelling residential development project. Julie provided project oversight.

BORBA SCHAEFER AVENUE STORAGE PROJECT | ONTARIO, CA

The Borba Schaefer Avenue Storage Center Specific Plan provides for the development of 229,200 square feet of indoor self-storage area and 645 vehicle storage spaces. The Plan includes construction of self-storage buildings along Archibald Avenue and Schaefer Avenue. A landscape program, including a landscaped neighborhood edge, is proposed to complement the building architecture and to enhance streetscape views for motorists and pedestrians. The proposed project would amend the Avenues Specific Plan and change the existing Medium Density Residential zoning on the project site to Retail/ Commercial. The project is also within the Ontario International Airport and Chino Airport Influence Areas. Key environmental topics in the IS/MND include hazardous materials due to contamination associated with the site's previous farming uses, water quality, vehicle miles traveled, biological issues, and historical farm structures. Julie is the Project Manager.

ERIC TURNER | Experience: 14 years

Director of Environmental Services | Role: QA/QC



EDUCATION

MURP (emphasis in Environmental Planning & Policy), Cal Poly Pomona, CA 2010

B.A., History, Minor in Psychology, University of California, San Diego, CA, 2001

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals (AEP)

ABOUT

Eric has worked with interdisciplinary teams in support of transportation, infrastructure, port, coastal, commercial, and residential projects in the southern California area since 2010. He has also provided technical support for various port, coastal, rail, and roadway projects in northern California, Georgia, Maryland, Washington, and Virginia. Prior to his consulting career, Eric worked for the City of San Diego Environmental Services Department. VCS responsibilities include preparing and processing environmental documents in compliance with the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), regulatory permits with the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW) and United States Fish and Wildlife (USFWS); and mitigation compliance. Eric appreciates the importance of fine project details and how they fit within the larger context of project goals, having managed projects through all phases: scoping, environmental review, permitting, construction and close-out. His primary strength is his ability to foresee potential obstacles early in the project scoping phase and identify appropriate actions to take in advance to maintain project schedules and budgets.

SELECT PROJECTS

SAN JACINTO RESIDENTIAL DEVELOPMENT PROJECT TTM 38202 | SAN JACINTO, CA

The project proposed developing an approximately 33.8-acre vacant site with up to 181 single-family residential homes and associated infrastructure. Eric was the environmental project manager and primary author of the Initial Study/Mitigated Negative Declaration, with technical studies for air quality/greenhouse gas, biological resources, cultural resources, hazardous materials, and transportation. The project was certified in January 2024.

SAN JACINTO RESIDENTIAL (TTM 38202) | SAN JACINTO, CA

The project would develop an approximately 33.8-acre vacant site with up to 181 single-family residential homes and associated infrastructure, including connecting to existing utility systems, frontage improvements, and a portion of the San Jacinto Valley Master Drainage Plan storm drain system. Eric is the Project Manager and primary author of the CEQA Initial Study/Mitigated Negative Declaration (IS/MND). He is also overseeing production of the biological resources, cultural resources, air quality, greenhouse gases, energy and noise technical studies and integrating findings of the traffic, hydrology, hazardous materials, and water quality studies into the IS/MND. The project site is located within the Western Riverside Multiple Species Habitat Conservation Plan burrowing owl and narrow endemic plant survey areas.

MCLEISH RANCH TENTATIVE TRACT 31466 | SAN JACINTO, CA

The McLeish Ranch Residential Project requests approval of Tentative Tract Map 31466, Planned Development Permit, and Site Plan approval to allow for the development of 424 single-family homes. The project site consists of 84.4 acres with 11.6 acres of open space and landscape areas. Eric is the Project Manager and is preparing the Initial Study/Mitigated Negative Declaration as well as assisted with jurisdictional waters avoidance strategy and provided support for production of the biological resources and cultural resources technical studies.

DONNA DECKER | 31 years

Director of Planning Services | Role: Project Manager/Day-to-Day Contact

**EDUCATION**

B.S., Anthropology-Geography,
Cal Poly Pomona, 1990
Land Use and Environmental
Planning Certification,
University of California,
Irvine, 2000

CERTIFICATIONS

Licensed Landscape Architect,
California, No. 3737, Expires
9/2025
California Construction
General Permit – CASQA
QSP/QSD Certificate No.
20068 Expires 9/2025

PROFESSIONAL AFFILIATIONS

American Planning Association
(APA)

Association of Environmental
Professionals (AEP)

ABOUT

Donna Decker received her Master of Planning and Development Studies from the University of Southern California (USC). At VCS, Donna is the Director of Planning Services and her primary responsibilities are the preparation of, management, and conformance to the requirements of CEQA. This includes the range of CEQA documents, from Categorical Exemptions, Initial Studies, Negative Declarations, Mitigated Negative Declarations, Mitigation Monitoring Plans to Environmental Impact Reports. She has also been lead planner for deliverables of various documents, including Annexations, General Plans, General Plan Amendments, Community Plans, and Specific Plans. She has been the lead project manager in the development of policy documents for local government; and is a specialist in the preparation of underwriting procedures for CDBG Disaster Recovery Multi-Family Housing Policy.

SELECT PROJECTS**CHANDLER PARK SUBDIVISION IS/MND PROJECT | GRIDLEY, CA**

The project consisted of the annexation of 40 acres of land through the Local Agency Formation Commission (LAFCO) process for the entitlement of 203 single-family residential units, 2.3 acres of parkland and detention basin, with a General Plan Amendment from Residential, Very Low Density to Residential, Low Density. The parcels ranged from 3,500 square feet to 7,500 square feet providing affordable-by-design units with reduced side yard setbacks. The project was designed to provide an open space corridor along the Union Pacific Railroad (UPRR) right-of-way meeting the park/detention basin area and connection south to the Heron Landing Subdivision. Donna prepared the Initial Study/Mitigated Negative Declaration (IS/MND), coordinated conditions from other departments, and completed the annexation process through LAFCO.

KIWI VINEYARD ESTATES IS/MND PROJECT | GRIDLEY, CA

The proposed project subdivided a 20-acre parcel into 56 lots reserving three large 1-acre lots for existing units. The remaining area was developed into 53, 6,000 square-foot residential single-family lots. The project consisted of entitlements for annexation and General Plan and Zoning amendments. As the Planning Director for the City, Donna was the liaison between departments, the applicant, and LAFCO. She also prepared the IS/MND, presented the project to the decision-makers from the Planning Commission, City Council, and then to LAFCO.

EDLER ESTATES | GRIDLEY, CA

The project consisted of the development of 42 single-family lots on an 8.49-acre parcel. This project required a General Plan Amendment from R-S, Suburban Residential to R-1 Single Family Residential. The development included an internal street system connected to two additional subdivisions, and the development of a shared stormwater detention basin. Donna prepared the IS/MND, resolutions and ordinances for the entitlements and ensured that the project coordination between agencies and departments was seamless.

WADE CAFFREY | Experience: 14 years

Vice President | Role: Biological Resources Lead



EDUCATION

B.S. Biology, San Diego State University, San Diego, CA 2009

CERTIFICATIONS

SEATAC, County of Los Angeles, March 2022
Wetland Training Institute Certified, July 2011
CRAM Certified, 2013

SPECIALIZED TRAINING

Association of Environmental Professionals

ABOUT

Wade Caffrey is the Vice President of VCS Environmental. Wade oversees the Biological Resources and Regulatory Permitting Department. Wade manages the biological surveys, biological technical reports, regulatory permitting, and habitat mitigation work at VCS. His field work includes monitoring mitigation sites and conducting biological surveys and assessments of onsite resources including special status species and other sensitive resources. Wade manages the preparation of and prepares biological reports and planning documents such as habitat mitigation and monitoring plans (HMMPs), mitigation monitoring reports (MMRs), California Rapid Assessment Method (CRAM) analysis reports, CEQA, biological technical reports, species survey reports, jurisdictional delineations, and habitat conservation plan compliance documents. Wade has extensive expertise in regulatory services, such as the preparation of United States Army Corps of Engineers (USACE) Section 404 Permits, United States Fish and Wildlife Service Section 7 and Section 10 permits, California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreements, and Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certifications.

SELECT PROJECTS

SHADY VIEW | CHINO HILLS, CA

The project proposes the development of a single-family residential subdivision. The proposed subdivision would consist of 159 single-family residential homes, a community recreation center, private interior streets, debris basins, utility infrastructure, and other associated improvements. Wade is preparing and processing a Regional Water Quality Control Board (RWQCB) Section 401 Permit, a U.S. Army Corps of Engineers (USACE) 404 Permit, and a California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreement permit application submittal.

SBCTA ON-CALL | SBCTA | SAN BERNARDINO COUNTY, CA

Under the on-call environmental contract for San Bernardino County Transportation Authority (SBCTA), Wade manages all aspects of regulatory permitting. He prepares U.S. Army Corps of Engineers (USACE) Section 404 Permits, California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreements, and Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certifications. Wade also coordinates with regulatory agencies to process permits.

NEW MODEL COLONY INFRASTRUCTURE IMPROVEMENTS | ONTARIO, CA

The New Model Colony development is comprised of multiple specific plans for an 8,200-acre area annexed by the City of Ontario. Wade prepared a biological report for multiple infrastructure related projects, a California Department of Fish & Wildlife (CDFW) Section 1602 Streambed Alteration Agreement, and a U.S. Army Corps of Engineers (USACE) 404 Permits. Additionally, Wade conducted biological surveys and monitoring.

TAPESTRY MITIGATION BANK | HESPERIA, CA

Wade and his team have prepared the draft Prospectus for the 2,500-acre Tapestry Mitigation Bank located in Hesperia, California. Several title/stakeholders have been identified for this Bank and Wade is responsible for building consensus among the parties. To date, a jurisdictional delineation has been conducted for the site and a mitigation plan identified. Wade and his staff are now working on the Bank Enabling Instrument and coordinating frequently with the Internal Review Team (IRT).

PATRICK MAXON | Experience: 29 years

Director of Cultural Resources | Role: Cultural Resources Lead

**EDUCATION**

Master of Arts Anthropology:
California State University,
Fullerton, 1994

B.A. Psychology, Sociology:
Towson State University,
Towson, MD, 1987

CERTIFICATIONS/TRAINING

Riverside County Transportation
and Land Management Agency
Certified Archaeologist (No.
226)

California Energy Commission
Cultural Resources Specialist

Registered Professional
Archaeologist (National)/No.
11468/Register of Professional
Archaeologists

Orange County Certified
Archaeologist, 1999

National Historic Preservation Act
Section 106 Compliance
Advanced Certification, 2002

Principal Investigator, Southern
California/Bureau of Land
Management

Qualified Archaeologist –
Secretary of the Interior
Standards and Guidelines of
Professional Qualification &
Standards for Archaeology, as
per Title 36, Code of Federal
Regulations, Part 61/

PROFESSIONAL AFFILIATIONS

Pacific Coast Archaeological
Society

Society for California Archaeology
Society for American Archaeology
American Cultural Resources
Association

ABOUT

Patrick Maxon M.A., RPA is a Registered Professional Archaeologist who meets the Secretary of Interior's standards for historic preservation programs for archaeology and who has a permit to perform work on Bureau of Land Management land. Patrick has 29 years of experience in all aspects of cultural resources management, including prehistoric and historic archaeology, paleontology, ethnography, and tribal consultation. He has expertise in compliance with NEPA, CEQA, the National Historic Preservation Act (NHPA), the Archaeological Resources Protection Act, and the Clean Water Act, among others. He has managed a number of projects within the jurisdiction of the USACE, the Bureau of Land Management, the Bureau of Reclamation, and other federal agencies that require compliance with Section 106 of the NHPA. He has also completed projects throughout Southern California under CEQA for State and local governments and municipalities.

SELECT PROJECTS**HOME SWEET HOME PROJECT | UNINCORPORATED RIVERSIDE COUNTY, CA**

The site is regionally located in unincorporated Riverside County within the Lakeland Village of the Elsinore Area Plan. The 7.16-acre project site is located between Grand Avenue and Brightman Avenue. The current General Plan designation is Mixed Use and the current zoning is General Commercial (C-1/C-P). Historically, the property was vacant land up until the 1920's when agriculture activities began and continued to about the 1970's when the agricultural activities ceased. Presently, the property is vacant and surrounded by residential uses to the north, south, east and a fire station and vacant land to the west. The Proposed Project includes a Zone Change request from General Commercial to Mixed Use and the approval of a tentative tract map.

TRUMARK RESIDENTIAL PROJECT | MISSION VIEJO, CA

Pat is the Cultural Resources Manager for the ongoing Cultural Resources services for the Trumark Residential Project. The proposed project involves approval of a General Plan Amendment, Zone Change, Planned Development Permit, Tentative Tract Map and Variances to allow for the construction and operation of a 91-unit multiple-family dwelling residential development project. The Phase I study consists of a records search and literature review, a pedestrian survey of the project site, Native American scoping, and preparation of a technical report describing the results of the study. The Project site is within the Upper Aliso Creek Archaeological District and is sensitive for the presence of cultural resources. Subsequently, he assisted in the identification of AB 52/SB 18 consulting parties and participated in the consultation meetings.

BORBA SCHAEFER AVENUE STORAGE PROJECT | ONTARIO, CA

Pat is the Cultural Resources Manager the Borba Schaefer Avenue Storage Center Specific Plan provides for the development of 229,200 square feet of indoor self-storage area and 645 vehicle storage spaces. A series of self-storage buildings are proposed along Archibald Avenue and Schaefer Avenue. The proposed project would amend The Avenue Specific Plan would change the existing Medium Density Residential zoning on the project site to Retail/Commercial. The Phase I study consists of a records search and literature review, a pedestrian survey of the project site, Native American scoping, and preparation of a technical report describing the results of the study.

WILLA SUMER | Experience: 12 years

Assistant Project Manager | Role: GIS Specialist



EDUCATION

MURP, University of California, Irvine, 2015
B.A., Environmental Policy and Economics, Fordham University, New York, 2010

ABOUT

Willa has been working in public and private sector urban planning since 2009, with an emphasis on water resource management and Geographic Information Systems (GIS) technology applications. Duties include preparation and processing of environmental documents and regulatory permits, coordinating with team members, and conducting research and spatial analysis. Prior to joining VCS, Willa worked for the San Diego Association of Governments and the New York City Department of Parks and Recreation. Willa's main strength is her ability to identify key issues and perform complex analysis to effectively problem-solve.

SELECT PROJECTS

ANITA STREET WET WELL AND COASTAL ACCESSWAY IMPROVEMENT PROJECT | LAGUNA BEACH, CA

The proposed project involves the removal of the Anita Street Lift Station and the construction of a wet well to increase reliability, robustness, and to improve the efficiency of operations and safety. Additionally, the project would rehabilitate the Anita Street Coastal Accessway to create a more visually appealing beach access to Anita Beach. Willa assisted with vegetation, and other mapping and spatial analysis for the project.

GATE KING INDUSTRIAL PARK TRACT 50283 | SANTA CLARITA, CA

The Gate King Industrial Park Tract 50283 Project was an industrial park on approximately 250 acres. Willa assisted with the regulatory permitting and coordinated with the VCS biological team to amend environmental permits from the United States Army Corps of Engineers and the California Department of Fish and Wildlife.

SUMMERLY | LAKE ELSINORE, CA

Summerly by McMillin Companies, LLC, is a master planned golf community in Lake Elsinore for which VCS provided strategic environmental planning and regulatory permitting services. Willa has prepared background research on project history and regulation and utilized ArcGIS to perform analysis and create informational graphics.

CALIFORNIA HIGH-SPEED RAIL | STATE OF CALIFORNIA

VCS conducted peer-review of technical reports produced as part of the Palmdale to Burbank Section of the California High-Speed Rail project. Willa reviewed these technical reports for both editorial and methodological content and provided feedback to the Environmental/Engineering Services team.

BORBA SHAEFER AVENUE STORAGE PROJECT | ONTARIO, CA

The Borba Schaefer Avenue Storage Center Specific Plan provides for the development of 229,200 square feet of indoor self-storage area and 645 vehicle storage spaces. A series of self-storage buildings are proposed along Archibald Avenue and Schaefer Avenue. The proposed buildings have been provided with a variety of articulations, massing, textures, and colors to provide visual interest. A landscaped program, including a landscaped neighborhood edge, is proposed to complement the building architecture and to enhance streetscape views for motorists and pedestrians. Willa is preparing acreage calculations for soil type and vegetation, in addition to analysis of state- and federally-listed species.

LINDA BO | Experience: 33 years

CEQA/NEPA Production Coordinator | Role: CEQA Production Coordinator

**EDUCATION**

A.A., Business Education: Rider University, Lawrenceville, NJ; 1985

ABOUT

Linda has over 30 years of experience working with CEQA documents and joined VCS in January 2020. She coordinates, prepares, and produces large, complex documents, presentations, and papers within critical, time-sensitive deadlines, ensuring quality of materials produced in compliance with formatting and graphics standards and expectations. Her attention to quality control and detailed document management adds to VCS's commitment to producing high-quality, error-free work product.

SELECT PROJECTS**HOME SWEET HOME PROJECT | COUNTY OF RIVERSIDE, CA**

VCS prepared the Initial Study/Mitigated Negative Declaration for the Home Sweet Home Project. The 7.16-acre project site is located between Grand Avenue and Brightman Avenue in the Lakeland Village. The proposed project included a Zone Change request from General Commercial to Mixed Use and the approval of a tentative tract map. Linda assisted with the distribution and noticing for the project.

TUSCANY CREST TENTATIVE TRACT MAP 333725 PROJECT | LAKE ELSINORE, CA

VCS prepared the Initial Study/Mitigated Negative Declaration Addendum for the Tuscany Crest Tentative Tract Map 333725 Project. Linda assisted with key sections of the Addendum.

MCLEISH RANCH TENTATIVE TRACT 31282 PROJECT | SAN JACINTO, CA

McLeish Ranch Residential Project requests approval of Tentative Tract Map 31466, Planned Development Permit, and Site Plan approval to allow for the development of 424 single-family homes. The project site consists of 84.4 acres with 11.6 acres of open space and landscape areas. Linda is assisting with research/investigation, key sections of the Initial Study/Mitigated Negative Declaration and all distribution and noticing for the project.

MONTEOLIVO SUBDIVISION PROJECT | CORONA, CA

VCS prepared the Initial Study/Mitigated Negative Declaration Addendum for the Monteolivo Project. The proposed project modifications documented and evaluated in Addendum 1 include construction of the offsite sewer line, construction of onsite stormwater management improvements, the conversion of a wastewater treatment pond into a water quality treatment detention basin and a proposed new secondary access into the Monteolivo Subdivision. Linda assisted with the preparation of the Addendum.

TRUMARK RESIDENTIAL PROJECT | MISSION VIEJO, CA

The proposed project involved approval of a General Plan Amendment, Zone Change, Planned Development Permit, Tentative Tract Map and Variances to allow for the construction and operation of a 91-unit multiple-family dwelling residential development project. Amidst COVID-19 conditions, Linda assisted the Cultural Resources Director at VCS, to hold teleconferencing meetings with the Native American Tribes and the City to obtain consensus on monitoring to close AB 52/SB 18 consultations to maintain the project schedule. In addition, she assisted with research, key sections of the IS/MND, and all distribution and noticing for the project.

GREG TONKOVICH, AICP | Experience: 18 years

Subconsultant: Vista Environmental | Role: Air Quality, Energy, Greenhouse Gas, Noise Analysis

**EDUCATION**

M.S., Electrical Engineering,
University of Southern
California

B.S., Planning and
Development, University of
Southern California

REGISTRATIONS/CERTIFICATIONS

American Institute of Certified
Planners (AICP)

American Planning Association
(APA)

Institute of Noise Control
Engineering (INCE)

State of California General 'B'
Contractors License

ABOUT

Greg Tonkovich has over 18 years of air quality and noise analysis experience. He specializes in air quality and noise impact analyses for governmental agencies and the business community and has completed numerous complex air and noise studies that conform to both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) requirements. Greg's air quality analysis experience includes global climate change analyses and health risk assessments. He is proficient in utilizing CalEEMod, URBEMIS2007, CALINE4, ISCST3, AERMOD, EMFAC2014, and OffRoad2011 models, in order to quantify emissions impacts as well as to assess the efficacy of proposed mitigation. Greg is also experienced in noise analyses and is proficient in utilizing FHWA Traffic Noise Model (TNM), FHWA Roadway Construction Noise Model (RCNM), FAA Integrated Noise Model (INM), and SoundPlan. In addition, he has created and implemented a noise program based on the FHWA-RD-77-108 Standard. Through the use of the above models, he is able to efficiently determine noise impacts to nearby sensitive land uses and assess the efficacy of proposed mitigation. Greg is experienced in a wide range of project types, including residential, commercial, industrial, and recreational projects as well as public projects that include specific plans and general plans. He has completed air quality and/or noise analyses in over 200 different local jurisdictions throughout California.

SELECT PROJECTS**TRUMARK RESIDENTIAL PROJECT | MISSION VIEJO, CA**

Prepared for VCS an Air Quality, Energy and GHG Emissions Analysis that analyzed development of a 91-unit multiple-family dwelling residential development project.

SCHAEFER AVENUE STORAGE CENTER PROJECT | ONTARIO, CA

Prepared for VCS an Air Quality, Energy and GHG Emissions Analysis and Noise Impact Analysis that analyzed development of a storage facility project.

LEGACY AT COTO SENIOR LIVING RESIDENTIAL PROJECT | COTO DE CAZA, CA

Prepared an Air Quality, Energy and GHG Emissions Analysis that analyzed the development of a 95-unit active senior living project.

BLUFFS AT BOCA | SAN CLEMENTE, CA

Prepared for VCS an Air Quality, Energy and GHG Emissions Analysis and Noise/Vibration Impact Analysis that analyzed development of seven single-family homes on the side of a bluff.

JD RANCH RESIDENTIAL PROJECT | NORCO, CA

Prepared for VCS an Air Quality, Energy and GHG Emissions Analysis and Noise Impact Analysis that analyzed development of a 69-unit single-family detached housing project on 35 acres.

CHAPMAN YORBA VIII PROJECT | ORANGE, CA

Prepared for VCS an Air Quality, Energy and GHG Emissions Analysis and Noise Impact Analysis that analyzed development of a 158-apartment senior housing project and a 152,653 square foot self-storage building on approximately 8.2 acres of vacant land.

TIMOTHY LESTER, REA II, CEM | Experience: 25+ years

Subconsultant: TA-Group DD, LLC | Role: Phase I Environmental Site Assessment



EDUCATION

B.S., Geology, California State University Bakersfield, 1985

LICENSES/CERTIFICATIONS

Registered Environmental Assessor II No. 20047, State of California
 Certified Environmental Manager No. EM-1754, State of Nevada
 HAZWOPER 40-hour OSHA Training
 HAZWOPER Site Supervisor 8-Thour Training

ABOUT

As Managing Principal of TA-Group DD, LLC, Tim Lester provides consulting and technical services as a project manager, expert witness, and technical expert for investigation and cleanup efforts at sites impacted by heavy metals, petroleum hydrocarbons, pesticides, PNA and PCB, solvents, and radionuclides (NORM). As a remediation specialist, he has hands on experience designing, installing, and managing large scale metals fixation, bioventing, soil vapor extraction, sparging, and free phase hydrocarbon recovery projects. He has over 25 years of environmental investigation and remediation experience, plus four years of related experience in the geotechnical and petroleum exploration businesses. Mr. Lester has been an active participant on all phases of remediation planning, cleanup strategy, feasibility evaluation, remedial implementation, and litigation support for a variety of industrial and commercial projects.

SELECT PROJECTS

CHAPMAN YORBA VIII PROJECT | ORANGE, CA

The proposed Chapman Yorba VIII Project involves the development of a 158-unit apartment senior housing project and a 152,653 square foot self-storage building on approximately 8.2 acres of vacant land. As a subconsultant to VCS, Tim prepared the Phase I and Phase II Environmental Site Assessments (ESA) for the project to assess the presence or likely presence of any hazardous substances or petroleum products on the property for the Environmental Impact Report. Geotechnical investigations identified historical disposal of construction materials (concrete, wood, rebar, etc.) beneath the site to a depth of 27-feet below grade (bg). Subsurface investigations including trenching, installation of soil borings and the like have been conducted previously at the site without revealing the disposal of hazardous waste. Tim did soil gas sampling to evaluate the potential presence of methane gas, sampling for volatile organic compounds (VOC's) was also conducted in accordance with applicable regulatory guidelines.

SCHAEFER AVENUE STORAGE CENTER SPECIFIC PLAN PROJECT | ONTARIO, CA

The Schaefer Avenue Storage Center Specific Plan Project provides for the development of up to 363,740 square feet of self-storage area on approximately 37 acres of land. As a subconsultant to VCS, Tim conducted a Phase I Environmental Site Assessment (ESA) for the project's Environmental Impact Report. The site is developed with two former dairies and several residences.

JD RANCH RESIDENTIAL PROJECT | NORCO, CA

The JD Ranch residential project will create 69 single-family homes on 34.37 acres and is located in the City of Norco. The site contains existing City water well facilities, including several wells and related piping and utilities and two above ground water storage reservoirs. Additionally, portions of the site have been used by the city as a spoils/staging yard. Currently on the site are a ranch house, a former milking barn, retail outlet, barns/sheds, and dairy related features including pastures, impoundment, pole barns, and fencing. As a subconsultant to VCS, Tim conducted a Phase I Environmental Site Assessment (ESA) for the project's Environmental Impact Report.

2.0 METHOD OF APPROACH

Project Understanding and Approach

CEQA mandates that projects that are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies. The courts recently upheld this approach in *Hilltop Group Inc. v. County of San Diego*.

In approving a project meeting the requirements of this section, a public agency shall limit its examination of environmental effects to those which the agency determines, in an initial study or other analysis:

- (1) Are peculiar to the project or the parcel on which the project would be located;
- (2) Were not analyzed as significant effects in a prior EIR on the zoning action, general plan or community plan with which the project is consistent;
- (3) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action; or
- (4) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

In the case of the Eastlake Specific Plan (ELSP) Environmental Impact Report (EIR), the intention of the City was to cover as many impacts as possible for future new development. It was, however, not feasible to undertake an on-the-ground biological or cultural survey for each area of the Specific Plan. Additionally, new CEQA categories for Transportation (Vehicle Miles Traveled [VMT]) and Tribal Cultural Resources have been incorporated into Appendix G of the CEQA Guidelines since the adoption of the ELSP. These sections would also be included.

The ELSP EIR required the following measures for biology and cultural analysis:

- MM BIO-3 Mitigation for impacts to vegetation communities caused by development within the Project site will be achieved through compliance with MSHCP requirements as applicable. Each future implementing development project will go through the MSHCP approval process. Mitigation for impacts to sensitive vegetation communities associated with jurisdictional waters, riparian, riverine, or vernal pool resources may be satisfied through compensatory and/or preservation requirements described below under MM BIO-4 and MM BIO-8.
- MM BIO-3a Prior to issuance of any grading permit, the project applicant of a future implementing development project shall complete systematic wildlife and sensitive plant surveys to document species occurrence. For sensitive species detected onsite, but not covered by the MSHCP, project specific mitigation measures will be included in future specific plan approvals to offset impacts. These measures shall include the preservation of appropriate natural open space areas in perpetuity via a conservation easement and provision of a non-wasting endowment to fund the long-term management by a CDFW-approved local conservation entity. Preservation of open space shall occur at a minimum 1:1 ratio.

MM BIO-4a Whenever more than 10% of the area with long term conservation value within a future implementing development project's footprint is affected by that future implementing development project's activities and the DBESP has been prepared and approved, if the mitigation strategy includes translocation and or seed collection with propagation to an on-site or off-site preserved property, the receiving property must be acceptable to the City and Wildlife Agencies. The property shall provide habitat characteristics suitable to support the plant species, including but not limited to: appropriate soils, elevation, hydrology and vegetation community. The property shall be conserved via recordation of a conservation easement or deed restriction in favor of a CDFW-due diligence approved local conservation entity to protect sensitive plant species on the property in perpetuity. Alternatively, the land may be transferred in fee title to a CDFW approved local conservation entity. A management fund shall be established by the Applicant and will consist of an interest-bearing account with the amount of capital necessary to generate sufficient interest and/or income to fund all monitoring, management, and protection of the conservation area(s), including but not limited to, reasonable administrative overhead, biological monitoring, invasive species and trash removal, fencing and signage replacement and repair, law enforcement measures, long-term management reporting (as described below), and other actions designed to maintain and improve the habitat of the conserved land(s), in perpetuity. A Property Analysis Record, or substantially equivalent analysis, shall be conducted by the Applicant and approved by the City to determine the management needs and costs described above, which then will be used to calculate the capital needed for the management of the fund. This management fund shall be held and managed by a CDFW-approved local conservation entity. To protect the mitigation area(s), the Applicant shall place appropriate fencing and/or natural barriers and signage around the perimeter of each site. Except for uses appropriate to a habitat conservation area, the public shall not have access to the mitigation area(s), and no activities shall be permitted within the site, except maintenance of habitat, including the removal of nonnative plant species, trash, and debris, and the installation of native plant materials. Mitigation areas can include limited trails to allow passive use of the land, subject to CDFW and City approval. Prior to any ground disturbance, the Applicant shall prepare a Planting Plan (Plan) for sensitive plant species. The Plan shall require a replacement ratio of 1:1 by area, and ensure a minimum 90 percent survivorship at the end of a five-year monitoring period, which shall be verified by the monitoring biologist (minimum qualifications of the monitoring biologist are specified below). At a minimum, the five-year plan shall include the following information:

- a) A description of the existing conditions of the receiver site(s), characterizing the suitability of the site(s) for the plant, and documenting the acreage of the site.
- b) A description of how the site will be preserved in perpetuity, e.g., conservation easement, deed restriction, etc., and the name of the CDFW-approved due diligence entity that will hold the easement/deed restriction, etc.
- c) Qualifications of the monitoring biologist: At a minimum, the monitoring biologist will possess a minimum of two-year's experience conducting habitat restoration projects in coastal sage scrub, chaparral and/or other native habitat in Riverside County, California.
- d) Receiver site preparation for transplanting.
- e) Goals for success.
- f) Schedule.
- g) Propagation techniques.
- h) Transplant and seedling installation methods.

- i) Plant spacing.
- j) Performance criteria for success, including provision for control of non-native and invasive species.
- k) Monitoring and reporting procedures for each of the five years of the monitoring period.
- l) Adaptive management strategies, including a contingency plan should the site fail to meet the specified success criteria.
- m) Maintenance requirements that will be reviewed and approved by the City. The Plan shall also ensure a mixture of both male and female plants (where appropriate).

MM BIO-5 Most of the special status wildlife species with potential to occur within the Project site are covered under the MSHCP. Therefore, mitigation for potential impacts to special status wildlife species caused by development within the Project site will be achieved through compliance with MSHCP requirements. Each future implementing development project will go through the MSHCP approval process (including burrowing owl surveys and/or other focused species surveys as appropriate for each site/development, per MSHCP requirements).

MM BIO-6 Unless impacts can be avoided, focused surveys conducted pursuant to Appendix E of the MSHCP, Summary of Species Survey Requirements shall be conducted to determine presence/absence of Riverside fairy shrimp within vernal pool habitat. If fairy shrimp are present, the City shall determine whether avoidance can be achieved. If not, and 90 percent of the occupied portions of the property that provide for long-term conservation value for the fairy shrimp shall be conserved consistent with the MSHCP.

MM CUL-1 Prior to implementation of each implementing development project that shall occur in undisturbed native soils, an archaeological survey shall be conducted by a qualified archaeologist to document site conditions and any identified cultural resources. A survey shall not be required where ground disturbance is limited to invasive plant species removal or planting of native plant species, without the use of heavy equipment (e.g. scrapers or excavators), for enhancement or preservation of those sites or where documentation shows that prior disturbance greater than nine (9) feet in depth has occurred. Examples of adequate documentation include "As-Built", geotechnical reports, or similar documents reviewed by the Project's archeologist and provided to the City with the grading permit application. Previous archeological surveys may be utilized provided they are no more than five years old at the time of submitting the grading permit application (survey age requirement based on period of time where site conditions and/or survey methodologies may have substantially changed; thus, warranting a new survey).

If any site is confirmed to meet the eligibility criteria in Section 15064.5(a) (3) (A–D) in the State CEQA guidelines, consultation between the City of Lake Elsinore, the developer, the project archeologist, and the Pechanga Band of Luiseño Indians (Pechanga Band) and Soboba Band of Luiseño Indians (Soboba Band) will be initiated in order to determine specific disposition in compliance with Section 15126.4(b)(3) of the State CEQA Guidelines.

The biological surveys for the project cite impacts peculiar to the project, namely the presence of waters of the State, least Bell's vireo, vernal pools and smooth tarplant. While these issues will be managed through the Multiple Species Habitat Conservation Plan (MSHCP) and the California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreement and the Regional Water Quality Control

Board (RWQCB) Waste Discharge Requirements, they were not disclosed to the public under CEQA. Additionally, both agencies will require a CEQA document to recertify in order to issue their permits.

The cultural study for the project found no impact, but because a subsequent CEQA document will be required, we believe that AB52 consultation is required, and both the Cultural and Tribal Cultural Resources categories should be included in the subsequent IS/MND.

A discussion of hydrology will also be necessary as it relates to the protection of the avoided. vernal pools.

Based on our initial review of the focus surveys, it appears that these are the only categories that would need to be discussed in a subsequent document. We would also prepare a letter for the City incorporating the ELSP EIR mitigation measures by reference and go through each CEQA topic to demonstrate consistency with the ELSP EIR, as shown in the attached example prepared for the City of Moorpark (Attachment A).

Scope of Work

TASK 1.0 PROJECT INITIATION

1.1 Project Kick-Off Meetings

Two project kick-off meetings with the Applicant and Staff and preparation of a detailed project description.

1.2 Peer Review of Technical Studies

VCS will peer review the Applicant's technical studies to confirm their adequacy for use for the CEQA document preparation. The following studies will be peer reviewed:

- Acoustical Analysis
- Air Quality and Greenhouse Gas Analysis
- Biological Resources Technical Reports
- Phase I Cultural Resources Assessment
- Phase I Environmental Site Assessment

TASK 2.0 ADMINISTRATIVE DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

VCS will prepare an Administrative Draft IS/MND, citing CEQA Section 15183, incorporating the ELSP document and mitigation measures by reference, a brief description of each CEQA category demonstrating why additional analysis is not required for any topics other than those identified above. VCS will answer the CEQA checklist questions for the following topics:

- **Biological Resources:** This will rely on the background and mitigation measures in the ELSP EIR but will also include a discussion of the project specific resources and mitigation. Hydrology data related to the avoidance of vernal pools will be included in this section.
- **Cultural Resources:** This will incorporate the project cultural report findings for use by the tribes for AB52 analysis.
- **Transportation:** This will cite the VMT analysis that has been prepared.
- **Tribal Cultural Resources:** This will mirror the cultural resources section with the addition of an AB52 discussion.

TASK 3.0 SECOND ADMINISTRATIVE DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

VCS will submit one (1) electronic copy of the Administrative Draft IS/MND for review and comment by the City.

VCS will respond to one consolidated set of comments on the Administrative Draft IS/MND. Should the City provide various sets of comments, a change order may be required. Upon incorporation of edits, VCS will submit one electronic (1) "check copy" of the Revised Administrative Draft document, which will

incorporate one complete set of comments received from the City. Changes to the draft document will be made in track changes to assist the review. It is assumed that any substantive comments will be received as part of the Administrative Draft review and any additional comments to the Revised Administrative Draft document will be minimal. Upon receipt of comments on the Revised Administrative Draft, VCS will prepare the document for Public Review.

TASK 4.0 PUBLIC REVIEW DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

VCS will prepare the Public Review Draft IS/MND and the Notice of Intent (NOI). The NOI and Mitigated Negative Declaration will be attached to the Initial Study to summarize the proposed project and its effects. VCS will prepare a Notice of Completion and submit the document to the State Clearinghouse. In addition, this task includes posting of the NOI at the County of Riverside Recorder's Office. VCS will also be available to assist the City with the required radius mailing (assumes the Client or City provides the addresses and labels) and newspaper notices (assumes the City contracts with the newspaper for the ad and Client pays the required fees) required for the project. The document will be circulated for a 30-day public review and comment period.

TASK 5.0 FINAL INITIAL STUDY/NEGATIVE DECLARATION-MITIGATED NEGATIVE DECLARATION

5.1 Responses to Comments

VCS will respond to environmental comments received on the Public Review Draft IS/MND during the public review period. VCS will prepare thorough, reasoned, and sensitive responses to relevant environmental issues. The Draft Responses to Comments will be prepared for review by the City and submitted electronically. VCS will submit an electronic "check copy" of the revised Responses to Comments, which will incorporate one complete set of comments received from the City. It is assumed that any substantive City comments on the Draft Response to Comments will be received as part of the initial review and any additional comments to the Revised Draft document will be minimal. Upon receipt of City comments on the Revised Draft, VCS will prepare the Final Responses to Comments. VCS has assumed 30 staff hours for this task.

It is noted that the extent of public and agency comments resulting from the review process is currently unknown. We have budgeted conservatively based upon our understanding of the project and assume only minor supplemental technical support may be necessary. Should the level of comments exceed our estimate or require more substantial technical analysis, VCS will advise the Client and submit an additional funding request. Similarly, if comments are minor, less funding will be required. Please note that the level of effort required to adequately address comments is predicated on the technical nature of comments received and the number of discrete comments received, not necessarily the number of comment letters received.

5.2 Mitigation Monitoring and Reporting Program

VCS will prepare a Mitigation Monitoring and Reporting Program (MMRP). The MMRP will be defined through working with City staff to identify appropriate monitoring steps/procedures and will provide a basis for monitoring such measures during and upon project implementation. The Checklist will indicate the mitigation measure number as outlined in the IS/MND, a list of Mitigation Measures/Conditions of Approval (in chronological order under the appropriate topic), the Monitoring Milestone (at what agency/department responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual date of verification, as well as pertinent remarks.

5.3 Completion of Final Initial Study/Negative Declaration-Mitigated Negative Declaration

If necessary, VCS will prepare an Errata to the Public Review Draft IS/MND for City review and approval. The Errata will be a stand-alone document identifying any revised text in strikethrough and underline, as

necessary to address comments received on the Draft document. The Final IS/MND will be comprised of the responses to comments and Errata, along with the Public Review Draft IS/MND, previously provided.

TASK 6.0 PUBLIC HEARINGS AND POST CERTIFICATION

6.1 Public Hearings

VCS will represent the environmental Project Team at public hearings and make presentations, as necessary. For budgeting purposes, the following hearings have been identified:

- One City Planning Commission Hearing
- One City Council Meeting

Should additional hearings be necessary beyond those identified above, services will be provided on a time and materials basis.

6.2 Post-City Adoption

After certification, a clean electronic copy of the adopted IS/MND, which incorporates changes to the Public Review Draft IS/MND and Mitigation Monitoring and Reporting Program will be provided to you and the City.

6.3 Notice of Determination

VCS will prepare the Notice of Determination (NOD) and file the NOD at the County of Riverside Recorder's Office as well as provide a copy of the NOD to the State Clearinghouse within five (5) days of IS/MND certification and project approval, which will start the 30-day Statute of Limitations on any legal challenge to the CEQA document.

7.0 PROJECT MANAGEMENT

Eric Turner will be responsible for management and supervision of the environmental Project Team. He will coordinate with the City as well as internal technical staff, and support staff toward the timely completion of the IS/MND. We have assumed 52 hours for project management. Should additional hours be required a change order will be requested.

8.0 CIRCULATION TASKS AND REIMBURSABLES

VCS will bill mileage and deliverables at cost each month. Client to provide reprographics account number for printing; VCS uses Crisp Imaging.

ASSUMPTIONS:

- The City of Lake Elsinore will provide all available site and project information.
- The City of Lake Elsinore will perform all work related to Assembly Bill 52 (AB 52) Consultation. If the City requests VCS' assistance in this government-to-government process, VCS may require a change order or can bill time and materials directly.
- No modifications to the Project Description will occur after approval by the City of Lake Elsinore. Modifications to the Project Description create major text and figures editing issues that would require a change order.
- The Project is consistent with the applicable land use and zoning for the Project site and does not require a General Plan Amendment.
- Newspaper notices required for the project will be the responsibility of the City of Lake Elsinore and paid for by the Client.
- VCS will upload the IS/MND documentation to the State Clearinghouse's CEQAnet database.
- VCS will prepare the Notice of Determination (NOD) and file at the County of Riverside Recorder's Office as well as upload the NOD to the State Clearinghouse's CEQAnet database.

- Assumes the Client will provide all technical studies for the document. VCS has assumed a “typical” amount of review time to incorporate the data from these studies into the IS/MND. If upon review they are determined to need revisions or augments for CEQA adequacy, a change order may be needed for the additional coordination and review effort.
- Assumes the Client will provide CADD files that are georeferenced so that they line up accurately on aerials and can be manipulated in GIS. VCS has assumed a “typical” amount of review and conversion time to integrate the CAD into shapefiles for graphics. If upon review they are determined to be missing information or have a complex organization system, a change order may be needed for the additional coordination and review effort.

3.0 PROPOSED SCHEDULE

The following is a conceptual schedule for the preparation and processing of an Initial Study/Mitigated Negative Declaration. A date-specific schedule will be provided subsequent to a kick-off meeting.

Project Initiation and Kick-off Meetings.....	Week 1
Peer Review Technical Studies.....	Week 1-2*
VCS prepares Administrative Draft IS/MND.....	Weeks 3 – 11
City Review of Administrative Draft IS/MND.....	Week 12-15
VCS completes Second Draft IS/MND.....	Week 16-17
City review of Check Copy Draft IS/MND.....	Week 18-19
Print and distribute Public Review IS/MND.....	Week 20
30-Day Public Review.....	Weeks 21 – 24
VCS prepares Final IS/MND.....	Week 25
Print and distribute Final IS/MND.....	Week 26
Hearing	TBD

**Assumes technical studies will require little to no edits to maintain schedule*

4.0 PROJECT BUDGET

TASK	COST
1.0 Project Initiation	
1.1 Project Kick-Off Meeting and Field Review	\$8,100
1.2 Peer Review Technical Studies	\$5,760
2.0 Administrative Draft IS/MND	\$18,795
3.0 Administrative Draft IS/MND	\$4,800
4.0 Public Draft IS/MND	\$6,700
5.0 Final IS/MND	\$0
5.1 Responses to Comments (assumes 30 staff hours)	\$6,910
5.2 Mitigation Monitoring and Reporting Program	\$795
5.3 Completion of Final IS/MND	\$1,205
6.0 Public Hearings and Post Certification	
6.1 Public Hearings	\$3,180
6.2 Post-City Adoption	\$810
6.3 Notice of Determination	\$540
7.0 Project Management and Coordination (assumes 52 staff hours)	\$13,950
8.0 Circulation Tasks and Reimbursables	At Cost
Total	\$71,545

The VCS project manager reserves the right to move dollars between tasks, as necessary.

REIMBURSABLE EXPENSES. Expenses incurred directly for the Client's project will be billed at the actual cost and are not included in the original contract amount. Expenses include, but are not limited to, reprographics, Federal Express, necessary transportation costs including mileage by automobile at the IRS reimbursement rate, toll road fees, meals and lodging, computer services and color photocopying.

PAYMENT DUE. Invoices are due upon presentation and shall be considered past due if not paid within 15 (fifteen) calendar days of the due date. Finance charges, computed by a "Periodic Rate" of 1.5% per month, will be charged on all past due amounts.

OVERNIGHT & WEEKEND WORK. Over 8 hours, nighttime and Saturday monitoring are charged at time and a half and work on Sunday is charged at double time.

2024/2025 Fee Schedule

Job Title	Hourly Rate
President	\$350/hour
Vice President	\$285/hour
Directors	\$265/hour
Assistant Directors	\$250/hour
Senior Project Manager III	\$243/hour
Senior Project Manager II	\$239/hour
Senior Project Manager I	\$230/hour
Project Manager III	\$227/hour
Project Manager II	\$219/hour
Project Manager I	\$212/hour
Assistant Project Manager	\$203/hour
Project Coordinator	\$190/hour
Biologist	\$190/hour
Senior Archaeologist/Paleontologist	\$215/hour
Botanist	\$179/hour
Archaeologist/Paleontologist	\$192/hour
Production Coordinator	\$135/hour
Office Assistant	\$120/hour
Field Assistant	\$120/hour
Senior Cultural Field Monitor	\$115/hour
Cultural Field Monitor	\$110/hour

The VCS project manager reserves the right to make adjustments to staff allocations as necessary within the overall budget.

REIMBURSABLE EXPENSES. Expenses incurred directly for the Client's project will be billed at the actual cost and are not included in the original contract amount. Expenses include, but are not limited to, reprographics, Federal Express, necessary transportation costs including mileage by automobile at the IRS reimbursement rate, toll road fees, meals and lodging, computer software and services and photocopying.

SUBCONTRACTOR ADMINISTRATION. A Management Fee of 10 percent (10%) will be added to the direct cost of all subconsultant services to provide for subconsultant administration, insurance and billing.

EQUIPMENT CHARGES.

Small Unmanned Aircraft System (Drone) \$325 per day | Field Survey Computer Software \$350 per project

Submeter GNSS Surveying Device \$40 per day

PAYMENT DUE. Invoices are due upon presentation and shall be considered past due if not paid within 15 (fifteen) calendar days of the due date. Finance charges, computed by a "Periodic Rate" of 1-1/2% per month, will be charged on all past due amounts. This scope of work will be valid for 90 days from the date of this proposal. Delays in approval will be subject to the current VCS fee schedule.

OVERNIGHT & WEEKEND WORK. Over 8 hours, nighttime and Saturday monitoring are charged at time and a half and work on Sunday is charged double time.

MULTI-YEAR CONTRACTS. Multi-year contracts are subject to annual billing rate increases/staff promotions.

CHANGE ORDERS. Change Orders are subject to future fee schedule increases.

March 11, 2024

TO: City of Moorpark

FROM: Mike Tucker, VCS Environmental

SUBJECT: CEQA Section 15183 Exemption for La Perch

The California Environmental Quality Act (CEQA) Section 15183 exempts a project from further environmental review if it is consistent with a community plan or zoning. The La Perch Project (Project) has a General Plan land use designation of Neighborhood Low (NL), 8 du/acre. The Project proposes 120 homes on 25.73 acres, for a density of 6 dwelling units per acre.

A February 16, 2024 Court of Appeal's decision *Hilltop Group, Inc., et al. v. County of San Diego et al.* (Fourth District Court of Appeal Case No. D081124) upheld Section 15183 provided that a project does not have: 1) "peculiar" specific impacts, 2) significant impacts not evaluated in a prior Environmental Impact Report (EIR) for the City's aforementioned plans, 3) significant off-site or cumulative impacts not evaluated in the City's prior EIRs, or 4) increased severity of impacts based on new information not known when the City's prior EIRs were certified.

The Moorpark General Plan 2050 Environmental Impact Report (EIR), certified in March 2023, analyzed mitigation, and impacts for 20 CEQA categories. This memorandum will discuss how the Project is consistent with the City's EIR. The following information compares the City's General Plan 2050, the General Plan's EIR, and the 2021-2029 Housing Element with the La Perch Project.

- **Aesthetics.** The Moorpark General Plan 2050 EIR identified less than significant impacts for aesthetics and found that development would not affect scenic views, would not alter the City's visual character, and would not generate additional light and glare due to required compliance with the City's lighting standards. By conforming to the lighting standards, the Project would be consistent with the City's EIR.
- **Agriculture/Forestry.** The Project site does not support Unique Farmland or Farmland of Local Importance, nor is it within a Williamson Act contract. The Project is not zoned as forest land or timberland. Therefore, no further CEQA analysis is warranted.
- **Air Quality.** The buildout of the Moorpark General Plan 2050 was found to have significant and unavoidable impacts after mitigation. The City adopted a Finding of Overriding Consideration for air quality impacts. The EIR requires that for short-term construction impacts, projects follow the Air Pollution Control District's (APCD) dust control regulations, use Environmental Protection Agency (EPA) Tier 4 interim or higher emission limits for construction equipment, limit equipment idling, service equipment as prescribed by the manufacturer, and use Super-Compliant VOC paints whenever possible. The Project would incorporate these requirements. For long-term air quality,

the Project would provide Energy Star-certified (or equivalent) appliances. By conforming to these measures, the Project would be consistent with the City's EIR.

- **Biological Resources.** On June 30, 2023, VCS Environmental completed a due diligence study for the La Perch Project site which included coastal California gnatcatcher (CAGN) and sensitive plant focus surveys. The Project site did not support CAGN or sensitive plants. There is one wetland area next to an inlet structure along the southern boundary of the site which the Project would preserve. Development surrounds the Project site making this an infill site. The Project is not in a wildlife corridor due to the surrounding development. The developer would comply with the following conditions in accordance with the City's EIR:
 - Prepare a biological resource assessment.
 - Conduct a biological reconnaissance-level survey.
 - Complete a focused species survey.
 - Provide a biological resources report.
 - Tailor mitigation measures to the Project site.
 - Demarcate work area boundaries.
 - Conduct preconstruction special status species surveys.
 - Provide worker environmental awareness education.
 - Provide biological monitoring.
 - Conduct a pre-disturbance nesting bird survey.
 - Provide active nest avoidance buffers.
 - Monitor nests.

With implementation of these measures, the Project would be consistent with the City's EIR.

- **Cultural Resources.** The Project site has no cultural resources specifically protected under the City's EIR. The City's EIR designated the Project site as "high" archaeological sensitivity. The developer would employ a qualified archaeologist to monitor all ground disturbance in native soil pursuant to the requirements of the City's EIR. With implementation of this measure, the Project would be consistent with the City's EIR.
- **Energy.** The City's EIR states that the implementation of the Moorpark General Plan 2050 would not result in a potentially significant environmental impact. The La Perch plan would not result in wasteful, inefficient, or unnecessary consumption of resources. In addition, the Project would follow state and local plans for renewable energy and energy efficiency. With implementation of these measures, the Project would be consistent with the City's EIR.
- **Geology/Soils.** The City's EIR states that the developer must provide a Paleontological Resources Monitoring and Mitigation Plan (PRMMP) prepared by a qualified paleontologist. With submittal and City approval of a PRMMP, the Project would be consistent with the City's EIR.
- **Greenhouse Gas (GHG) Emissions.** The City's EIR states that the Moorpark General Plan 2050 would have a significant and unavoidable impact on greenhouse gas emissions. The City approved a Finding of Overriding Significance for GHG. The Project would have no increased severity of impacts based on new information not known when the City's EIR was certified.

- **Hazards/Hazardous Materials.** The Project site is not listed on the hazardous materials site according to the General Plan. The Project is in a Very High Fire Hazards Severity Zone. The City's 2023 Housing Element states that the City's building and planning departments require that residential projects be designed and built in accordance with building and development standards required by state and local codes to mitigate these hazards. With implementation of these measures, the Project would be consistent with the City's EIR.
- **Hydrology/Water Quality.** The City's EIR states that the implementation of the Moorpark General Plan 2050 would not result in a potentially significant environmental impact to hydrology/water quality. The Project would not violate any water quality standards or waste discharge requirements. In addition, the Project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. The Project would be required to comply with state and local requirements related to water quality. With implementation of these measures, the Project would be consistent with the City's EIR.
- **Land Use/Planning.** The City's EIR states that the implementation of the Moorpark General Plan 2050 would not result in a potentially significant environmental impact. The Project would not divide an established community nor conflict with applicable land use plans. The Project is consistent with the City's EIR.
- **Mineral Resources.** The City's EIR states that the implementation of the Moorpark General Plan 2050 would not result in a potentially significant environmental impact. The Project would not result in the loss of availability of a known mineral resource. Therefore, no further CEQA analysis is warranted.
- **Noise.** The City's EIR states that noise impacts for the buildout of the 2050 Moorpark General Plan would have significant and unavoidable impacts. The City adopted a Finding of Overriding Consideration for noise impacts. Projects are required to implement measures adopted by the Moorpark Planning and Building agency prior to the issuance of permits. With implementation of these measures, the Project would be consistent with the City's EIR.
- **Population/Housing.** The City's EIR states that the implementation of the Moorpark General Plan 2050 would not result in a potentially significant environmental impact. The Project would not result in displacement of people or existing housing. The Project is consistent with the City's General Plan and zoning. Therefore, no further CEQA analysis is warranted.
- **Public Services.** The City's EIR states that the implementation of the Moorpark General Plan 2050 would not result in a potentially significant environmental impact. The payment of SB 50 fees would fully mitigate potential impacts to school facilities. The added homes and population would not significantly impact the Ventura County Fire District or Sheriff's Office, according to the City's EIR. The Project is therefore consistent with the City's EIR.
- **Recreation.** The City's EIR states that the implementation of the Moorpark General Plan 2050 would not result in a potentially significant environmental impact. The City's General Plan results in new or expanded recreational facilities to address additional residents. With implementation of City requirements regarding parks, the Project would be consistent with the City's EIR.
- **Transportation.** The City's EIR states that the implementation of the Moorpark General Plan 2050 would not result in a potentially significant environmental impact. The Project would not conflict with any program, plan, ordinance, or policy addressing the transit, roadway, bicycle, and

pedestrian facilities. The General Plan would achieve a 15 percent reduction in VMT compared to current conditions. With implementation of the City's VMT requirements, the Project would be consistent with the City's EIR.

- **Tribal Cultural Resources.** The City's EIR identifies impacts on tribal cultural resources as less than significant with mitigation implemented. For mitigation, developers must hire an archaeologist (PQS) to develop and submit an Archaeological Monitoring Plan (AMP) to the City. The AMP would include consultation with interested tribes, Native American Tribal Monitoring, and protocols in the event of inadvertent cultural resource discoveries. With implementation of these measures, the Project would be consistent with the City's EIR.
- **Utilities/Service Systems.** The City's EIR states that the implementation of the Moorpark General Plan 2050 would not result in a potentially significant environmental impact. The City's EIR explains that available water supplies are sufficient for projects which follow the Moorpark General Plan and that no new expanded electric power, natural gas, or telecommunication facilities are required. The City's EIR states that the construction of expanded storm drainage facilities would not result in significant environmental impacts. The Project is consistent with the General Plan and with implementation of City building code requirements, the Project would be consistent with the City's EIR.
- **Wildfire.** The City's EIR states that the Moorpark General Plan 2050 would have a significant and unavoidable impact on wildfire risk and exposure to pollutants. The City Council adopted a Finding of Overriding Consideration for wildfire. The Project would have no increased severity of impacts based on new information not known when the City's EIR was certified. The Project would not expose people or structures to significant risks due to post-fire slope instability or drainage changes. Because of this, the Project is consistent with the City's EIR.

The following section would discuss the four elements the Court of Appeals defined as exceptions to CEQA's Section 15183. By meeting the conditions of these four elements, the Project appears to require no further CEQA review.

- "No peculiar specific impacts." The Project site is in a Neighborhood Low (NL, 8 dwelling units per acre) zone. The density of the Project is approximately 6 dwelling units per acre. The Project adheres to the NL zoning and is an infill development providing single-family homes at a similar scale as the surrounding neighborhood context. Therefore, La Perch is not a Project with a peculiar impact.
- "No significant impacts not evaluated in a prior Environmental Impact Report (EIR)" for the City's General Plan and Housing Element." The EIR published in 2023 provides a comprehensive and recent analysis of impacts. La Perch does not create significant impacts not considered in the EIR.
- "No significant off-site or cumulative impacts not evaluated in the City's prior EIRs." The City's EIR analyzed the Project site as a residential zone and considered cumulative impacts.
- "No increased severity of impacts based on new information not known when the City's prior EIRs were certified." No new information increasing the severity of impacts exists.

Please contact Mike Tucker at mtucker@vcsenvironmental.com or 858-610-6089 should you have any questions or comments.

Cc: Danielle Prigmore, Shea Homes
Brooke Doi, Shea Homes

FIGURES

Figure 1 Local Vicinity
Figure 2 Land Use Diagram
Figure 3 Conceptual Site Plan

REFERENCES

Beeman, J. (2023). *Due Diligence Level Review of the 7200 Walnut Canyon Road Site*.

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