

CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

JANUARY 14, 2015
Council Chambers
23873 Clinton Keith Road



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

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA JANUARY 14, 2015

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

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

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

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

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation - Poetoeheha v. City of Wildomar, et al; RSC Case No. MCC 1301139.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENT

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

Boy Scout Troop 2011

PRESENTATIONS

Ethan Edwards - Eagle Scout Recognition

Fire Department Update

PUBLIC COMMENTS

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

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

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

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

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Minutes – September 10, 2014 Regular Meeting

RECOMMENDATION: Staff recommends that the City Council approve the Minutes as submitted.

1.3 Warrant & Payroll Registers

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

1. Warrant Register dated 12-04-2014 in the amount of \$286,066.90;
2. Warrant Register dated 12-04-2014 in the amount of \$5,025.63;
3. Warrant Register dated 12-08-2014 in the amount of \$578.25;
4. Warrant Register dated 12-11-2014 in the amount of \$58,769.82;
5. Warrant Register dated 12-18-2014 in the amount of \$398,598.92;
6. Warrant Register dated 12-23-2014 in the amount of \$72,115.88;
7. Warrant Register dated 12-30-2014 in the amount of \$28,765.81;
8. Warrant Register dated 12-30-2014 in the amount of \$3,060.00; &
9. Payroll Register dated 01-01-2015 in the amount of \$77,628.57.

1.4 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for November, 2014.

1.5 Subdivision Improvement Agreement for Final Tract Map 31479 (City Project 11-0254)

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute a new Subdivision Improvement Agreement with the developer of Tract 31479, Wildomar Springs, LLC a Delaware limited liability company.

1.6 Vacation of Irrevocable Offer of Dedication of the westerly half (30') of Summer Dain Lane (City Project 14-0010)

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

RESOLUTION NO. 2015-_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, VACATING A PORTION OF THE IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC ROAD PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE USES, MADE BY INSTRUMENT NUMBER 59228, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

1.7 Declare Two Vacancies on the Measure Z Oversight Advisory Committee

RECOMMENDATION: Staff recommends that the City Council:
1. Declare two vacancies on the Measure Z Oversight Advisory Committee, for seats currently held by Dawn DeVolder, and Monty Goddard; and
2. Direct the City Clerk to advertise for the vacancies.

1.8 Appointments to the Public Agency Risk Sharing Authority of California (PARSAC)

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

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RESCINDING RESOLUTION NO. 2011-03 AND RESOLUTION NO. 2013-33 AND APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC) BOARD OF DIRECTORS

2.0 PUBLIC HEARINGS

2.1 Tentative Parcel Map No. 32257 & CUP No. 3403 – Minor Change and Amended Phasing Agreement (Canyon Plaza) - Planning Application No. 08-0179 (Continued from 12-10-14)

RECOMMENDATION: Staff recommends that the City Council take further public testimony and continue the hearing to the February 11, 2015 Council meeting.

2.2 Annexation No. 1 into Community Facilities District No. 2013-1 (Services) for CV Communities (Tract 25122 and 32078)

RECOMMENDATION: Staff recommends that the City Council open the public hearing and continue the item to February 11, 2015.

3.0 GENERAL BUSINESS

3.1 Baxter/Susan General Plan Amendment Initiation Proposal (GPIP) - Planning Application No. 14-0078

RECOMMENDATION: The Planning Commission recommends that the City Council not allow the Applicant's request to initiate a General Plan Amendment from Very Low Density Residential (VLDR) to Medium Density Residential (MDR) for the property located at the southeast corner of Baxter Road and Susan Drive (APN: 376-340-017 & 027).

3.2 Gracepoint Church Extension of Time #1 (Planning Application No. 14-0123)

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

RESOLUTION NO. 2015-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A TWO-YEAR TIME EXTENSION FOR PUBLIC USE PERMIT NO. 12-0105 (GRACEPOINT CHURCH – PLANNING APPLICATION NO. 14-0123) LOCATED AT 21400 CANYON DRIVE (APN: 367-020-031)

3.3 Professional Services Agreement with Colgan Consulting Corporation for 2015 Development Impact Fee (DIF) Study Update

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute the Professional Services Agreement.

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

PUBLIC COMMENTS

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

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4.0 CONSENT CALENDAR

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

4.1 Minutes – September 10, 2014 Regular Meeting

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Minutes as submitted.

4.2 Warrant Register

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

1. Warrant Register dated 12-04-2014, in the amount of \$293.75;
2. Warrant Register dated 12-11-2014, in the amount of \$3,409.63;
3. Warrant Register dated 12-18-2014, in the amount of \$15,106.38;
4. Warrant Register dated 12-23-2014, in the amount of \$605.90; &
5. Warrant Register dated 12-30-2014, in the amount of \$1,264.31

4.3 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for November, 2014.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

No items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

February 11	June 10	October 14
March 11	July 8	November 11
April 8	August 12	December 9
May 3	September 9	January 13

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

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

I, Debbie A. Lee, Wildomar City Clerk, do certify that on January 9, 2015, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

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


Debbie A. Lee, City Clerk

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
SEPTEMBER 10, 2014**

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

The closed session of September 10, 2014, of the Wildomar City Council was called to order by Mayor Swanson at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

City Council Roll Call showed the following Members in attendance: Council Members Cashman (Arrived at 5:33 p.m.), Walker, Mayor Pro Tem Benoit, Mayor Swanson. Members absent: Councilwoman Moore.

Staff in attendance: Assistant City Manager York, City Attorney Jex, and City Clerk Lee.

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

City Attorney Jex stated there are two items which need to be added to the agenda that came up too late for the posting of the agenda, but are in need of action before the next Council meeting. The City received two comment letters from Ray Johnson who is representing the Alliance for Intelligent Planning regarding items #2.2 and #3.2 on the Council regular session for this meeting. Should this be approved to be added, item #2 on the closed session would be amended to three matters of potential exposure to litigation rather than one.

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to add the two items to the agenda.

MOTION carried 3-0-2, as follows:

YEA: Councilman Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Council Members Cashman and Moore.

City Clerk Lee read the following:

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

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

B. City of Wildomar v. Goulart – RSC Case Number 1400301

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

At 5:33 p.m. Councilman Cashman arrived at the Dais and the City Council convened into closed session, with Councilwoman Moore absent.

RECONVENE INTO OPEN SESSION

At 6:30 p.m. the City Council reconvened into open session with Councilwoman Moore absent.

ANNOUNCEMENT

City Attorney Jex stated there is no reportable action.

ADJOURN CLOSED SESSION

There being no further business Mayor Swanson declared the closed session adjourned at 6:32 p.m.

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

The regular meeting of September 10, 2014, of the Wildomar City Council was called to order by Mayor Swanson at 6:32 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

City Council Roll Call showed the following Members in attendance: Council Members Cashman, Walker, Mayor Pro Tem Benoit, and Mayor Swanson. Members absent: Councilwoman Moore.

Staff in attendance: Assistant City Manager York, City Attorney Jex, Planning Director Bassi, Fire Chief Beach, Police Chief Hollingsworth, Administrative Analyst Morales, and City Clerk Lee.

The flag salute was led by Chief Beach.

PRESENTATIONS

Mayor Swanson presented a Proclamation for Adult Literacy Awareness Month – September, 2014.

Chief Beach presented the Fire Department update.

PUBLIC COMMENTS

Judy Guglieimana, Wildomar Chamber of Commerce, presented the Chamber update.

Kenneth Mayes, resident, spoke regarding community issues.

Ms. Miller, Global Harmony, spoke regarding community issues.

COUNCIL COMMUNICATIONS

The City Council Members spoke regarding the various committees, commissions, and boards that they serve on locally and regionally.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to approve the agenda as presented.

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman and Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

1.0 CONSENT CALENDAR

City Clerk Lee advised there are speaker slips for items #1.5, #1.6, #1.7, #1.11 and #1.12.

Regarding item #1.5, Ms. Miller, resident, stated it is not on the City's website so it should not be acted on.

Regarding item #1.6, Ms. Miller, resident, stated the project needs to be stopped.

Regarding item #1.7, Ms. Miller, resident, stated the project should not be built.

Regarding item #1.11, Ms. Miller, resident, stated she is against this.

Regarding item #1.12, Ms. Miller, resident, stated she is against this.

A MOTION was made by Councilman Cashman, seconded by Mayor Pro Tem Benoit, to approve the Consent Calendar as presented, with the exception of items #1.6, #1.11, and #1.12.

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman and Walker, Mayor Pro Tem Benoit,
Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Warrant & Payroll Registers

Approved the following:

1. Warrant Register dated 08-07-14 in the amount of \$119,837.66;
2. Warrant Register dated 08-13-14 in the amount of \$150.00;
3. Warrant Register dated 08-14-14 in the amount of \$168,535.07;
4. Warrant Register dated 08-21-14 in the amount of \$326,908.85;
5. Warrant Register dated 08-28-14 in the amount of \$602,499.86 &
6. Payroll Register dated 9-02-2014 in the amount of \$59,704.09.

1.3 Treasurer's Report

Approved the Treasurer's Report for July, 2014.

1.4 Resolution in Support of the Release of Marine Sergeant Andrew Tahmooressi

Adopted a Resolution entitled:

RESOLUTION NO. 2014 - 43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, IN SUPPORT OF ASSEMBLYWOMAN MELISSA MELENDEZ'S LETTER URGING THE PRESIDENT OF THE UNITED STATES TO ACTIVELY PURSUE THE TIMELY RELEASE OF MARINE SERGEANT ANDREW TAHMOORESSI; AND AUTHORIZE THE MAYOR TO SIGN THE LETTER ADDRESSED TO THE PRESIDENT

1.5 Tri-Party Consultant Service Agreement for the Grove Park Development Project Environmental Impact Report (Planning Application No. 14-0069)

1. Authorized the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Strata Keith, LLC, and LSA Associates, Inc. for the preparation of an Environmental Impact Report (EIR) for the Grove Park Development project; and
2. Authorized the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and LSA Associates, Inc., for the preparation of an Environmental Impact Report (EIR) for the Grove Park Development project.

1.7 Tri-Party Consultant Service Agreement for the Spring Meadow Ranch Specific Plan Environmental Impact Report (Planning Application No. 13-0107)

1. Authorized the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Spring Meadow Ranch, LLC, and Bonterra-Psomas, Inc. for the preparation of an Environmental Impact Report (EIR) for the Spring Meadow Ranch Specific Plan project; and
2. Authorized the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and Bonterra-Psomas, for the preparation of an Environmental Impact Report (EIR) for the Spring Meadow Ranch Specific Plan project.

1.8 Conflict of Interest Code Amendment

Adopted a Resolution entitled:

RESOLUTION NO. 2014 - 44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING THE CITY'S CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 08-61

1.9 Grading Agreement with MSL Orange, LLC - City Project 14-0021: Tentative Tract Map 36519

Authorized the City Engineer to:

1. Execute the Grading Agreement for TTM 36519 with MSL Orange, LLC.; and
2. Execute the Grading Agreement for TTM 36519 with the new owner once verification of new ownership is provided to the City.

1.10 Public Improvement Agreement - McGinness Medical Building, Plot Plan 13-0007, 32299 Wildomar Road

Authorized the City Manager to execute the Public Improvement Agreement.

ITEMS REMOVED FROM THE CONSENT CALENDAR

1.6 Tri-Party Consultant Service Agreement for the Baxter Village Mixed-Use Project Environmental Impact Report (PA No. 14-0002)

Councilman Cashman stated the commercial zone on this parcel is too small.

A MOTION was made by Councilman Walker, seconded by Mayor Pro Tem Benoit, to:

1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Strata Baxter, LLC, and LSA Associates, Inc. for the preparation of an Environmental Impact Report (EIR) for the Baxter Village Mixed-Use project; and
2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and LSA Associates, Inc., for the preparation of an Environmental Impact Report (EIR) for the Baxter Village Mixed-Use project.

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman and Walker, Mayor Pro Tem Benoit,
Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

1.11 Ordinance No. 99 Second Reading - Zoning Ordinance Amendment No. 14-02 R-4 Code Amendment

Councilman Cashman voiced his dissention with the item.

Mayor Pro Tem Benoit spoke regarding the mandate from the State for these types of housing.

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to adopt an Ordinance entitled:

ORDINANCE NO. 99

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ADOPTING AN ADDENDUM TO THE HOUSING ELEMENT CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH# 2013051001) IN ACCORDANCE WITH SECTION 15164 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVAL ZONING ORDINANCE AMENDMENT NO. 14-02 TO AMEND SECTION 17.60.030 REVISING THE MINIMUM LOT SIZE REQUIREMENTS FROM NINE (9) ACRES TO FOUR(4) ACRES FOR PROJECTS LOCATED IN THE R-4 ZONE

MOTION carried 3-1-1, as follows:

YEA: Councilman Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: Councilman Cashman

ABSTAIN: None

ABSENT: Councilwoman Moore

1.12 Second Reading Ordinance No. 86 - Change of Zone No. 13-02

Councilman Cashman voiced his dissention with the item.

A MOTION was made by Councilman Walker, seconded by Mayor Pro Tem Benoit, to adopt an Ordinance entitled:

ORDINANCE NO. 86

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 13-02 TO CHANGE THE EXISTING ZONING DESIGNATION FROM R-R (RURAL RESIDENTIAL ZONE) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR FOUR PARCELS IDENTIFIED AS APN'S: 380-220-002 (SITE #22 LOCATED ABOUT 500' WEST OF JEFFERSON AVENUE & GATEWAY DRIVE); 370-400-009 (SITE #23 LOCATED ON THE SOUTH SIDE OF CORYDON STREET ABOUT 330' EAST OF UNION STREET); 380-270-013 (SITE #24 LOCATED AT THE NORTHEAST CORNER OF JEFFERSON AVENUE AND THE WILDOMAR/MURRIETA BORDER) AND 380-250-003-THE SOUTHERLY 10-ACRE PORTION OF SAID PARCEL (SITE #25 LOCATED AT THE SOUTHWEST CORNER OF YAMAS DRIVE & CLINTON KEITH ROAD)

MOTION carried 3-1-1, as follows:

YEA: Councilman Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: Councilman Cashman

ABSTAIN: None

ABSENT: Councilwoman Moore

2.0 PUBLIC HEARINGS

2.1 Lennar Residential Project (Planning Application No. 12-0364)

City Clerk Lee read the title.

Mayor Swanson opened the public hearing.

Planning Director Bassi presented the staff report. He stated that the City received one letter from the Briggs Law Firm requesting Lennar provide solar to the project.

The Applicant spoke requesting approval of their project.

SPEAKERS:

Ms. Miller, resident, spoke in opposition.

There being no further speakers Mayor Swanson closed the public hearing.

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to adopt a Resolution entitled:

RESOLUTION NO. 2014 - 45
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (MND) AND MITIGATION MONITORING & REPORTING PROGRAM (MMRP) FOR A CHANGE OF ZONE (PA 12-0364) FROM R-R (RURAL RESIDENTIAL) TO R-4 (PLANNED RESIDENTIAL ZONE), TENTATIVE TRACT MAP NO. 36497 (PA 12-0364) FOR THE SUBDIVISION OF 24 ACRES INTO 67 PARCELS (INCLUDING APPROVAL OF MINOR VARIATIONS IN ACCORDANCE WITH THE COUNTYWIDE DESIGN STANDARDS AND GUIDELINES) AND PLOT PLAN NO. 12-0364 (INCLUDING A FINAL SITE PLAN OF DEVELOPMENT) FOR THE DEVELOPMENT OF 67 SINGLE FAMILY RESIDENTIAL DWELLING UNITS LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman, Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 101
AN ORDINANCE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 12-0364) FROM R-R (RURAL RESIDENTIAL) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR A 24 ACRE SITE LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman, Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to adopt a Resolution entitled:

RESOLUTION NO. 2014 - 46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 36497 (PA 12-0364) FOR THE SUBDIVISION OF APPROXIMATELY 24 ACRES INTO 67 PARCELS (INCLUDING APPROVAL OF MINOR VARIATIONS IN ACCORDANCE WITH THE COUNTYWIDE DESIGN STANDARDS AND GUIDELINES), SUBJECT TO CONDITIONS LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman, Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to adopt a Resolution entitled:

RESOLUTION NO. 2014 - 47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PLOT PLAN NO. 12-0364 (INCLUDING A FINAL SITE PLAN OF DEVELOPMENT) FOR THE DEVELOPMENT OF 67 SINGLE FAMILY RESIDENTIAL DWELLING UNITS, SUBJECT TO CONDITIONS LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman, Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

2.2 General Rule Exemption and approval of Zoning Ordinance Amendment No. 14-04 to amend Chapter 17.252 (Sign Regulations) of the Zoning Ordinance relating to Freestanding Freeway Signs

City Clerk Lee read the title.

A MOTION was made by Councilman Walker, seconded by Councilman Cashman, to table the item indefinitely.

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman, Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

3.0 GENERAL BUSINESS

3.1 Freedom Swing

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

Discussion ensued regarding the efforts by Ashley Fox to get this item for the park.

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to:

1. Appropriate funding for play area improvements;
2. Approve the addition of an event for September 27, 2014; and
3. Re-appropriate Park event funding.

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman, Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

3.2 Bundy Canyon Road Improvement Project Final Environmental Impact Report

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

Riverside County representatives presented the project.

Ms. Miller, resident, stated her opposition to the project.

Richard Cooley, resident, states his opposition to the project.

Discussion ensued regarding the project.

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to adopt a Resolution entitled:

RESOLUTION NO. 2014 - 48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH# 2007051156) AND ADOPTING FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE BUNDY CANYON/SCOTT ROAD IMPROVEMENT PROJECT

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman, Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to award a Professional Services Agreement with

Parsons for Final Engineering, Plans, Specifications and Estimate and authorize the City Manager to execute the Agreement.

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman, Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to authorize the City Manager to execute a Memorandum of Understanding with the City of Menifee.

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman, Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

3.3 Construction Contract Award - Residential Slurry Seal Project FY13/14

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

Doug Ford, Pavement Coating Company, spoke regarding his concern with the bids.

Kenneth Mayes, resident, spoke regarding his concern with the bids.

Discussion ensued regarding the bid process.

A MOTION was made by Councilman Walker, seconded by Mayor Pro Tem Benoit, to consider the bid of lowest bidder Pavement Coatings Co. to be non-responsive due to its failure to submit the required Bidder's Checklist (Section A) and the acknowledgments contained therein.

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman, Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to accept the bid of the second lowest bidder, American Asphalt South, Inc. in the amount of \$481,598.05 as the lowest responsive and responsible bidder.

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman, Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to authorize the City Manager to execute a construction contract with American Asphalt South, Inc. in the amount of \$481,598.05 for the Residential Slurry Seal Project FY 13/14. Staff further recommends the City Council authorize the City Engineer to approve change orders not to exceed 20% of the contract amount.

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman, Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

3.4 Construction Contract Award - George Avenue Sidewalk Infill Improvement Project (CIP 0029)

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to authorize City Manager to execute a construction

contract with DASH Construction Company, Inc. in the amount of \$86,262.50 for the George Avenue Sidewalk Infill Project (CIP 0029). Staff further recommends the City Council authorize the City Engineer to approve change orders not to exceed 10% of the contract amount.

MOTION carried 4-0-1, as follows:

YEA: Council Members Cashman, Walker, Mayor Pro Tem Benoit, Mayor Swanson

NAY: None

ABSTAIN: None

ABSENT: Councilwoman Moore

CITY MANAGER REPORT

City Manager Nordquist presented his report.

FUTURE AGENDA ITEMS

**Noise Ordinance for trucks – Jake brakes

ADJOURN THE CITY COUNCIL

There being no further business Mayor Swanson declared the meeting adjourned at 8:45 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Ben J. Benoit
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.3
CONSENT CALENDAR
Meeting Date: January 14, 2015

TO: Mayor and City Council Members
FROM: Terry Rhodes, Accounting Manager
SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 12-04-2014 in the amount of \$286,066.90;
2. Warrant Register dated 12-04-2014 in the amount of \$5,025.63;
3. Warrant Register dated 12-08-2014 in the amount of \$578.25;
4. Warrant Register dated 12-11-2014 in the amount of \$58,769.82;
5. Warrant Register dated 12-18-2014 in the amount of \$398,598.92;
6. Warrant Register dated 12-23-2014 in the amount of \$72,115.88;
7. Warrant Register dated 12-30-2014 in the amount of \$28,765.81;
8. Warrant Register dated 12-30-2014 in the amount of \$3,060.00; &
9. Payroll Register dated 01-01-2015 in the amount of \$77,628.57.

DISCUSSION:

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

FISCAL IMPACT:

These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2014-15 Budgets.

Submitted by:
Terry Rhodes
Accounting Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Voucher List 12/04/14(2)

Voucher List 12/08/14(1)

Voucher List 12/11/14(1)

Voucher List 12/18/14(1)

Voucher List 12/23/14(1)

Voucher List 12/30/14(2)

Payroll Register 01/01/15

Voucher List
City of Wildomar

12/04/2014 4:03:31PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204107	12/4/2014	000044 A&A JANITORIAL SERVICES	2179		NOV 2014 JANITORIAL SERVICES	1,404.49
Total :						1,404.49
204108	12/4/2014	000210 ALBERT A. WEBB ASSOCIATES	111314		REFUND OF DEVELOPERS UNUSED DEPOSIT FEE	5,119.74
Total :						5,119.74
204109	12/4/2014	000458 AMERICAN FENCE COMPANY, INC.	1808599		11/21-12/20/14 INSTALLA/REMOVAL OF 448 F	134.40
Total :						134.40
204110	12/4/2014	000033 AMERICAN FORENSIC NURSES	65509 65535 65566 65585		BLOOD DRAW (2) UR SPEC (2) BLOOD DRAW (2) BLOOD DRAW (1) BLOOD DRAW (4) UR SPEC (3)	160.00 80.00 40.00 280.00
Total :						560.00
204111	12/4/2014	000752 ARGENT, STAN	11262014		DEC 13,2014-BREAKFAST W/SANTA - SANTA &	300.00
Total :						300.00
204112	12/4/2014	000008 AT&T MOBILITY	X11282014		10/21/14-11/20/14 COUNCIL MOBILE PHONE	111.48
Total :						111.48
204113	12/4/2014	000034 BIO-TOX LABORATORIES	28748 29418 29571 29572 29621 39419		RC SHERIFF - LAB SERVICE RC SHERIFF - LAB SERVICE	447.00 291.90 570.60 78.00 156.00 74.00
Total :						1,617.50
204114	12/4/2014	000755 BUREAU OF OFFICE SERVICES	86194		OCT 2014 TRANSCRIPTION SERVICES	135.59
Total :						135.59
204115	12/4/2014	000080 BURKE, WILLIAMS AND SORENSON,, LLP	182853		OCT 2014 LEGAL FEES	56,702.56
Total :						56,702.56

Voucher List
City of Wildomar

12/04/2014 4:03:31PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204116	12/4/2014	000043 CHENG, MISTY	11/30/2014		NOV 2014 ACCOUNTING CONTRACTUAL SERVICES	2,737.50
					Total :	2,737.50
204117	12/4/2014	000145 CRIME SCENE STERI-CLEAN, LLC	33891		11/3/14 SCENE CLEAN-UP AFTER ACCIDENT WI	750.00
					Total :	750.00
204118	12/4/2014	000336 CSMFO	120214		2015 CSMFO MEMBERSHIP RENEWAL - RHODES	110.00
					Total :	110.00
204119	12/4/2014	000058 DEPARTMENT OF JUSTICE	68328		JUNE 2014 POLICE BLOOD ALCOHOL ANALYSIS	35.00
			68346		OCT 2014 POLICE BLOOD ALCOHOL ANALYSIS	140.00
					Total :	175.00
204120	12/4/2014	000756 DON PANCHO'S MEXICAN RESTAURAN	110514		REFUND OF UNUSED DEVELOPERS DEPOSIT FEE	245.00
					Total :	245.00
204121	12/4/2014	000077 EXEC-U-CARE	112414		DEC 2014 MEDICAL INSURANCE	376.80
					Total :	376.80
204122	12/4/2014	000304 JOE A. GONSALVES & SON	24904		DEC 2014 CONTRACTUAL LEGISLATIVE ADVOCAC	3,000.00
					Total :	3,000.00
204123	12/4/2014	000661 JOHNSON, ROCHELLE	12/4/2014		NOV 24-DEC 4, 2014 ACCOUNTING CONTRACTUA	3,780.00
					Total :	3,780.00
204124	12/4/2014	000083 LSL CPAS	12760		PROF SVCS: 2014 CITY & CEMETERY FINANCIA	9,848.00
			12764		PROF SVCS: 2014 GANN LIMIT REVIEW	440.00
					Total :	10,288.00
204125	12/4/2014	000026 PROTECTION RESCUE SECURITY, SERVICES	14-329-T		NOV 2014 PARKS SECURITY SERVICE	675.00
					Total :	675.00
204126	12/4/2014	000186 RIGHTWAY	58736		11/20/14-12/17/14 WINDSONG PARK	173.00

Voucher List
City of Wildomar

12/04/2014 4:03:31PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204126	12/4/2014	000186 000186 RIGHTWAY			(Continued)	Total : 173.00
204127	12/4/2014	000606 RING CENTRAL	34063		11/21/14-11/20/15 ANNUAL PHONE LINES	7,865.34
						Total : 7,865.34
204128	12/4/2014	000047 RIVERSIDE COUNTY, SHERIFF'S DEPARTMEN	SH0000025062		SEPT 2014 CONTRACTUAL LAW ENFORCEMENT	188,160.89
						Total : 188,160.89
204129	12/4/2014	000215 THE PRESS-ENTERPRISE	9992225		PUBLIC NOTICE - REVISED TENT. PARCEL MAP	108.00
						Total : 108.00
204130	12/4/2014	000749 VANTAGEPOINT TRANSFER AGENTS, 307207	120414		ICMA-RC REMITTANCE	934.62
						Total : 934.62
204131	12/4/2014	000020 VERIZON	112214		11/22/14-12/21/14 FIOS INTERNET CHARGES	169.99
						Total : 169.99
204132	12/4/2014	000139 WILDOMAR CHAMBER OF COMMERCE	342 360		GOVT AGENCIES/LEGISLATIVE FEE DEC 2014 CHAMBER MONTHLY BREAKFAST	360.00 72.00
						Total : 432.00
26 Vouchers for bank code : wf						Bank total : 286,066.90
26 Vouchers in this report						Total vouchers : 286,066.90

Voucher List
City of Wildomar

12/04/2014 4:37:18PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204133	12/4/2014	000006	WELLS FARGO PAYMENT REMITTANCE, CEN			
			1020414		FIRE STATION EXPENSES	-84.49
			102314		NON-DEPARTMENTAL SUPPLIES	334.41
			102814		CITY MANAGER MEETING SUPPLIES	513.38
			102914		TRUNK OR TREAT SUPPLIES	16.36
			110314		FIRE STATION EXPENSES	43.11
			110714		CITY COUNCIL DATA/COUNCIL PHONE	30.08
			111114		FIRE STATION EXPENSES	363.89
			111414		FIRE STATION EXPENSES	230.99
			111514		FIRE STATION EXPENSES	388.74
			111714		2015 CSMFO ANNUAL DUES - NORDQUIST	110.00
			111714		CITY CLERKS NEW LAW CONFERENCE	450.00
			111814		FIRE STATION EXPENSES	25.86
			1150		IIMC ANNUAL MEMEBERSHIP	200.00
			120414		CITY CLERK DEPARTMENTAL SUPPLIES - CREDI	-351.42
			120414B		NON-DEPARTMENTAL SUPPLIES - CREDIT FWD	-300.72
			13		NON-DEPARTMENTAL SUPPLIES	-19.99
			168		BREAK ROOM SUPPLIES	38.40
			21334		BREAK ROOM SUPPLIES	78.56
			22186		11/18/14-OFFICE SUPPLIES/ WALMART	118.72
			222943		FIRE STATION EXPENSES	116.10
			319413		PLAN.COMM.- CANDIDATES, CHAIR & VICE CHA	30.00
			35559768		PAYPAL ONLINE FOR PERMIT SYSTEM	59.95
			373013483		EDC ECONOMIC DEVELOPMENT & POLITICS MEET	54.74
			373015465		EDC ECONOMIC DEVELOPMENT & POLITICS MEET	54.74
			40772		10/28/14-ANT PELLETS & GLUE SUPPLIES	107.40
			4200		11/3/14- GASOLINE -DIESEL F-350 (TO ATT	79.60
			4384216		CEMETERY PRINTER	578.08
			54		CITY COUNCIL MEETING SUPPLIES	62.99
			63		NON-DEPARTMENTAL SUPPLIES	57.97
			736245275		DEPARTMENTAL SUPPLIES CITY MANAGER & NON	486.76

Voucher List
City of Wildomar

12/04/2014 4:37:18PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204133	12/4/2014	000006	WELLS FARGO PAYMENT REMITTANCE, CEN (Continued) 739968645		CEMETERY & CITY HALL OFFICE SUPPLIES	379.09
			74-001		BREAK ROOM & CITY CLERK SUPPLIES	120.63
			9322		10/28/14- GASOLINE -LAWN EQUIPMENT	67.00
			CMHH32		ASSOC. OF ENV PROFESSIONAL	250.00
			FVZKM6		AIRFARE FOR CITY CLERK NEW LAW CONFERENC	334.70
Total :						5,025.63
1 Vouchers for bank code : wf						Bank total : 5,025.63
1 Vouchers in this report						Total vouchers : 5,025.63

Voucher List
City of Wildomar

12/08/2014 3:55:19PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204135	12/8/2014	000757 WILMES, LLC	1325	0000130	PLAYGROUND INSPECTION OF PARKS (MARNA/HE	578.25

Total : 578.25

1 Vouchers for bank code : wf

Bank total : 578.25

1 Vouchers in this report

Total vouchers : 578.25

Voucher List
City of Wildomar

12/11/2014 5:07:26PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204142	12/11/2014	000033 AMERICAN FORENSIC NURSES	65649		BLOOD DRAW (1) DRY RUN (1)	60.00
			65662		BLOOD DRAW (8) UR SPEC (1)	360.00
					Total :	420.00
204143	12/11/2014	000554 AT & T	112814		11/28/14 P/E TELEPHONE LONG DISTANCE	37.02
					Total :	37.02
204144	12/11/2014	000758 BOOS DEVELOPMENT WEST LLC	90214		REFUND OF UNUSED DEPOSIT FEE	958.00
					Total :	958.00
204145	12/11/2014	000028 CALPERS	110214		10/20/14-11/02/14 BENEFIT CONTRIBUTIONS	7,377.32
					Total :	7,377.32
204146	12/11/2014	000028 CALPERS	111614		11/03/14-11/16/14 BENEFIT CONTRIBUTIONS	7,377.32
					Total :	7,377.32
204147	12/11/2014	000028 CALPERS	113014		11/17/14-11/30/14 BENEFIT CONTRIBUTIONS	7,377.32
					Total :	7,377.32
204148	12/11/2014	000028 CALPERS	113014A		NOV 2014 CITY COUNCIL & PERS SURVIVOR CO	384.80
					Total :	384.80
204149	12/11/2014	000011 CR&R INC.	276395		NOV 2014 HERITAGE PARK - NEIGHBORHOOD CL	565.40
			276416		12/1/14 - 4 YD BOX - LITTLE LEAGUE FIELD	143.59
					Total :	708.99
204150	12/11/2014	000036 DATAQUICK	B1-2359103		NOV 2014 CODE ENFORCEMENT SOFTWARE	150.00
					Total :	150.00
204151	12/11/2014	000167 EAGLE RENTS & SUPPLY	82114		REFUND OF UNUSED DEPOSIT FEE	1,534.37
					Total :	1,534.37

Voucher List
City of Wildomar

12/11/2014 5:07:26PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204152	12/11/2014	000022 EDISON	112914A		10/28/14-11/26/14 ELECTRIC - LITTLE LEAG	36.63
			112914B		10/26/14-11/26/14 ELECTRIC 21400 PALOMAR	101.47
			120214A		11/1/14-12/1/14 ELECTRIC CSA 103 PALOMAR	41.19
			120214B		11/1/14-12/1/14 ELECTRIC CITY LAMPS	95.24
Total :						274.53
204153	12/11/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	7062789		10/15/14-11/13/14 WATER ZONE 42 LOC 01 M	174.47
			7062790		10/15/14-11/13/14 WATER ZONE 42 LOC 03 M	107.15
			7062791		10/15/14-11/13/14 WATER ZONE 42 LOC 02 M	153.05
			7066135		10/17/14-11/17/14 WATER ZONE 3 LOC 23 M1	261.77
			7066136		10/17/14-11/17/14 WATER ZONE 30 LOC 2	62.84
			7066137		10/17/14-11/17/14 WATER ZONE 3 LOC 49 M1	148.83
			7066138		10/17/14-11/17/14 WATER ZONE 51 LOC 1	57.98
			7066139		10/17/14-11/17/14 WATER LITTLE LEAGUE FI	351.05
			7066140		10/17/14-11/17/14 WATER WINDSONG PARK	663.13
			7066141		10/17/14-11/17/14 WATER ZONE 3 LOC 29 M2	511.12
			7066142		10/17/14-11/17/14 WATER ZONE 3 LOC 29 M1	162.14
			7066143		10/17/14-11/17/14 WATER ZONE 30 LOC 1	124.08
			7066144		10/17/14-11/17/14 WATER ZONE 3 LOC 42 &	133.00
			7066145		10/17/14-11/17/14 WATER 22450 1/2 CERVER	143.35
			7066146		10/17/14-11/17/14 WATER 22450 CERVERA	325.64
			7072699		10/20/14-11/18/14 WATER ZONE 3 LOC 35 M1	46.41

Voucher List
City of Wildomar

12/11/2014 5:07:26PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204153	12/11/2014	000012	000012 ELSINORE VALLEY MUNICIPAL, WATER I (Continued)			Total : 3,426.01
204154	12/11/2014	000642	ENVIRONMENTAL SCIENCE ASSOC	111217	PROF SVCS FOR WILDOMAR WESTPARK PROM	1,902.50
						Total : 1,902.50
204155	12/11/2014	000759	GUERRERO, ISIDRA	111014	REFUND OF UNUSED DEPOSIT FEE	1,461.50
						Total : 1,461.50
204156	12/11/2014	000016	INNOVATIVE DOCUMENT SOLUTIONS	149103	11/1/14-11/20/14 CONTRACT COPIER SVC MAI	195.88
						Total : 195.88
204157	12/11/2014	000631	LABOR READY	19113757	11/15/14-11/21/14 CEMETERY LABOR	599.65
						Total : 599.65
204158	12/11/2014	000649	MINT PRINT MEDIA	492	BANNER FOR BREAKFAST WITH SANTA	75.60
						Total : 75.60
204159	12/11/2014	000018	ONTRAC	8094680	SHIPPING COSTS	64.62
						Total : 64.62
204160	12/11/2014	000051	RCHCA	120314	NOV 2014 KANGAROO RAT FEE	2,735.00
						Total : 2,735.00
204161	12/11/2014	000464	SOUTHWEST HEALTHCARE SYSTEM	90414	REFUND OF UNUSED DEPOSIT FEE	1,036.60
						Total : 1,036.60
204162	12/11/2014	000215	THE PRESS-ENTERPRISE	9994627 9995439	PUBLIC NOTICE - EIR & MITIGATION PUBLIC NOTICE - MITIGATION ND	136.80 189.60
						Total : 326.40
204163	12/11/2014	000475	THE SAN DIEGO UNION-TRIBUNE, LLC	381645	PUBLIC NOTICE- CDBG 15/16	83.20
						Total : 83.20
204164	12/11/2014	000437	VERIZON WIRELESS	97359082122	11/23/14-12/22/14 DATA INTERNET CHARGES	88.34
						Total : 88.34
204165	12/11/2014	000055	WRCOG	120314	NOV 2014 TUMF FEES	20,174.85

Voucher List
City of Wildomar

12/11/2014 5:07:26PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204165	12/11/2014	000055	000055 WRCOG		(Continued)	Total : 20,174.85
24 Vouchers for bank code : wf						Bank total : 58,769.82
24 Vouchers in this report						Total vouchers : 58,769.82

Voucher List
City of Wildomar

12/18/2014 3:29:06PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204170	12/18/2014	000660 ACCOUNTEMPS	41806461		WE 11/21/14 ACCTING CONTRACTUAL SVCS	717.50
			41880608		WE 12/05/14 ACCTING CONTRACTUAL SVCS	700.00
Total :						1,417.50
204171	12/18/2014	000210 ALBERT A. WEBB ASSOCIATES	144393		9/27/14 #2 FY 14/15 WILDOMAR LATERAL C-1	28,557.80
			145515		11/22/14 FY 14/15 WILDOMAR LATERAL C-1 S	67,208.51
Total :						95,766.31
204172	12/18/2014	000763 AMERICAN ASPHALT SOUTH, INC.	121814		RESIDENTIAL SLURRY SEAL AREA 8 PROG PMT	92,625.00
Total :						92,625.00
204173	12/18/2014	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	OCT'14		OCT 2014 ANIMAL CONTROL SERVICE	5,600.00
Total :						5,600.00
204174	12/18/2014	000760 ARMADACARE, ATTN: ULTIMATE HEALTH	10115		JAN 2015 ULTIMATE HEALTH IMPLEMENTATION	3,845.00
Total :						3,845.00
204175	12/18/2014	000761 BUNDY SERVICE STATION	121014		DEVELOPER OVERPAYMENT OF TUMF FEE	30,040.89
Total :						30,040.89
204176	12/18/2014	000028 CALPERS	121614 1609A 1630		PEPRA NEW 1/2/15 DEC 2014 MEDICAL PREMIUMS JAN 2015 MEDICAL PREMIUMS	739.20 12,448.25 13,320.05
Total :						26,507.50
204177	12/18/2014	000684 COMMON GROUND ELECTRICAL TECH	14-32 14-33	0000127	REIMBURSE FOR PERMIT BXX-14-0186 INSTALL (3) POLE LIGHTS AT WINDSONG	672.67 7,475.95
Total :						8,148.62
204178	12/18/2014	000011 CR&R INC.	276372		11/7/14 & 11/21/14 DUMP 40 YRD BOX & DIS	504.41
Total :						504.41

Voucher List
City of Wildomar

12/18/2014 3:29:06PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204179	12/18/2014	000746 DASH CONSTRUCTION COMPANY INC	121714		GEORGE AVE SIDEWALK INFILL PROJ CIP0029	14,475.62
Total :						14,475.62
204180	12/18/2014	000022 EDISON	120914A		ELEC 11/1/14 - 12/1/14 WILDOMAR CITY LAM	203.97
			120914B		ELEC 11/1/14 - 12/1/14 WILDOMAR CITY LAM	75.34
			120914C		ELEC 11/1/14 - 12/1/14 CSA 22	3,112.48
			120914D		ELEC 10/14/14-12/1/14 CSA 103	13,831.64
			121014		ELEC 11/1/14-12/1/14 CSA 142	1,994.05
Total :						19,217.48
204181	12/18/2014	000762 GARY MADDOX CONSTRUCTION INC	73014		DEVELOPERS REFUND OF UNUSED DEPOSIT FEES	3,312.52
Total :						3,312.52
204182	12/18/2014	000499 INLAND EMPIRE LANDSCAPE INC	7739		NOV 2014 LANDSCAPE MAINTENANCE	7,697.12
Total :						7,697.12
204183	12/18/2014	000072 INTERWEST CONSULTING GROUP	20034		11/1/2014-11/31/2014- PROFESSIONAL SERVI	15,173.39
Total :						15,173.39
204184	12/18/2014	000661 JOHNSON, ROCHELLE	12/18/14		DEC 5 - DEC 18, 2014 ACCOUNTING CONTRACT	3,960.00
Total :						3,960.00
204185	12/18/2014	000750 JS ENVIRONMENTAL SERVICES, INC	120814		ESTIMATING THE SCHEDULE OF COSTS FOR JEA	4,000.00
Total :						4,000.00
204186	12/18/2014	000040 MPS	46647		BUSINESS CARDS	855.36
Total :						855.36
204187	12/18/2014	000018 ONTRAC	8100919		PROJECT RELATED SHIPPING COSTS	28.72
Total :						28.72
204188	12/18/2014	000067 PETTY CASH	75		PETTY CASH REPLENISHMENT : CODE ENFORCEM	3.99
			76		PETTY CASH REPLENISHMENT: GAS TRAINING	20.35

Voucher List
City of Wildomar

12/18/2014 3:29:06PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204188	12/18/2014	000067	PETTY CASH			
			(Continued)			
			77		PETTY CASH REPLENISHMENT :	23.45
					CEMETERY SUPP	
			78		PETTY CASH REPLENISHMENT :	27.48
					HARDWARE FOR	
			79		PETTY CASH REPLENISHMENT :	13.46
					BREAFAST W/ S	
					Total :	88.73
204189	12/18/2014	000185	PITNEY BOWES	110514	POSTAGE METER REFILL 11/6/14	500.00
					Total :	500.00
204190	12/18/2014	000042	PV MAINTENANCE, INC.	005-164	NOV 2014 CITYWIDE CONTRACTUAL SERVICES	23,473.31
				005-164A	MEASURE A ROAD SAFETY FATAL COLLISION 1	1,879.10
				005-164B	NOV 2014 PARK MAINTENANCE	1,951.56
					Total :	27,303.97
204191	12/18/2014	000650	RBF CONSULTING, A BAKER COMP	889880	9/1/14-9/28/14 FY 14/15 - PROFESSIONAL S	2,870.89
					Total :	2,870.89
204192	12/18/2014	000186	RIGHTWAY	59557	12/13/14 BREAKFAST WITH SANTA	209.90
					Total :	209.90
204193	12/18/2014	000064	TYLER TECHNOLOGIES	045-123431	CODE ENFORCEMENT SOFTWARE FORM & MODIFIC	1,500.00
					Total :	1,500.00
204194	12/18/2014	000558	URS CORPORATION	6031406	08/30/14-10/03/14 PALOMAR STREET WIDENIN	25,557.10
				6031407	08/03/14-10/03/14 CLINTON KEITH ROAD PS&	1,207.62
				6104788	11/01/14-11/28/14 PALOMAR STREET WIDENIN	3,034.57
				6104789	11/01/14-11/28/14 CLINTON KEITH ROAD PS&	2,687.11
					Total :	32,486.40
204195	12/18/2014	000749	VANTAGEPOINT TRANSFER AGENTS, 307207	121714	ICMA-RC REMITTANCE	50.00

Voucher List
City of Wildomar

12/18/2014 3:29:06PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204195	12/18/2014	000749	000749 VANTAGEPOINT TRANSFER AGENTS, 30		(Continued)	Total : 50.00
204196	12/18/2014	000020	VERIZON	120114A	12/1/14-12/31/14 OFFICE TELEPHONE CHARGE	367.67
				120114B	12/1/14-12/31/14 TELEPHONE CHARGES	45.92
					Total :	413.59
27 Vouchers for bank code : wf						Bank total : 398,598.92
27 Vouchers in this report						Total vouchers : 398,598.92

Voucher List
City of Wildomar

12/23/2014 2:39:26PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204199	12/23/2014	000031 AFLAC, REMITTANCE PROCESSING, CENTER	880977		JAN 2014 MEDICAL INSURANCE BENEFIT	974.67
Total :						974.67
204200	12/23/2014	000080 BURKE, WILLIAMS AND SORENSON,, LLP	283759		NOV 2014 LEGAL FEES - CITY COUNCIL	50,965.78
Total :						50,965.78
204201	12/23/2014	000764 CEC DEVELOPMENT GROUP	121114		DEVELOPER REFUND OF UNUSED DEPOSIT FEES	2,140.25
Total :						2,140.25
204202	12/23/2014	000765 CHOH, JOONG H	121514		DEVELOPER REFUND OF UNUSED DEPOSIT FEES	222.27
Total :						222.27
204203	12/23/2014	000035 COUNTY OF RIVERSIDE, TLMA	TL0000011092		NOV 2014 SLF COSTS FY15	1,766.95
Total :						1,766.95
204204	12/23/2014	000002 CRYSTAL CLEAN MAINTENANCE	1203C		DEC 2014 JANITORIAL SERVICES - CITY HALL	698.00
Total :						698.00
204205	12/23/2014	000037 DATA TICKET, INC.	58370		NOV 2014 DAILY CITATION PROCESSING	150.00
			58421		NOV 2014 CODE ENF. CITATION PROCESSING	1,898.44
Total :						2,048.44
204206	12/23/2014	000027 DIRECT TV	24690210271		12/12/14-1/11/15 CABLE SERVICES - CITY H	105.98
Total :						105.98
204207	12/23/2014	000685 GREAT AMERICA FINANCIAL SERVIC	16281241		2 - CANON COPIER SYSTEMS	405.01
Total :						405.01
204208	12/23/2014	000024 GUARDIAN	121714		DEC 2014 DENTAL & VISION BENEFITS	1,871.28
Total :						1,871.28
204209	12/23/2014	000040 MPS	46687		BRAND & LOGO ENVELOPES	954.58
Total :						954.58

Voucher List
City of Wildomar

12/23/2014 2:39:26PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204210	12/23/2014	000526 PRINT POSTAL	11925		SPECIAL EVENTS PARKING SIGNS	12.96
Total :						12.96
204211	12/23/2014	000435 STRATA OAK, LLC C/O STRATA, EQUITY GROU	010115		JAN 20154 CITY HALL MONTHLY LEASE	9,728.59
Total :						9,728.59
204212	12/23/2014	000215 THE PRESS-ENTERPRISE	9999478		PUBLIC NOTICE - EIR BAXTER VILLAGE	175.20
Total :						175.20
204213	12/23/2014	000020 VERIZON	120714		12/7/14-1/6/15 TELEPHONE CHARGES	45.92
Total :						45.92
15 Vouchers for bank code : wf						Bank total : 72,115.88
15 Vouchers in this report						Total vouchers : 72,115.88

Voucher List
City of Wildomar

12/30/2014 4:31:46PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204219	12/30/2014	000660 ACCOUNTEMPS	41952684		WE 12/05/14 ACCTING CONTRACTUAL SVCS	739.38
Total :						739.38
204220	12/30/2014	000458 AMERICAN FENCE COMPANY, INC.	1813766		12/21/14-1/20/15 INSTALL/REMOVE 448 TEMP	134.40
Total :						134.40
204221	12/30/2014	000013 ANDRE, GARY	122914		PARTIAL REIMBURSEMENT OF CANDIDATE STATE	147.72
Total :						147.72
204222	12/30/2014	000008 AT&T MOBILITY	X12202014		12/13/14-1/12/15 COUNCIL MOBILE PHONE	79.65
Total :						79.65
204223	12/30/2014	000009 BEN BENOIT	122914		PARTIAL REIMBURSEMENT OF CANDIDATE STATE	155.72
Total :						155.72
204224	12/30/2014	000022 EDISON	121714 121814 122014		11/13/14-12/15/14 ELECTRIC SVC - CITY 11/17/14-12/17/14 WILDOMAR 31160 CK LS3 10/28/14-12/17/14 ZONE ELECTRIC	4,963.30 15.07 948.00
Total :						5,926.37
204225	12/30/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	7115349 7115350 7115351 7115352 7119310 7119311 7123017		11/07/14-12/08/14 WATER ZONE 52 LOC 01 11/07/14-12/08/14 WATER ZONE 29 LOC 02 11/07/14-12/08/14 WATER ZONE 71 LOC 01 11/07/14-12/08/14 WATER ZONE MARNA O'BRI 11/10/14-12/09/14 WATER ZONE 3 LOC 7 M1 11/10/14-12/09/14 HERITAGE PK (AUTUMN OA) 11/12/14-12/10/14 WATER ZONE 3 LOC 29 M1	41.77 43.95 81.16 2,029.26 126.91 150.32 165.28

Voucher List
City of Wildomar

12/30/2014 4:31:46PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204225	12/30/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	(Continued) 7123018		11/12/14-12/10/14 WATER ZONE 3 LOC 29 M2	220.36
			7123019		11/12/14-12/10/14 WATER ZONE 3 LOC 24 M1	1,044.55
Total :						3,903.56
204226	12/30/2014	000077 EXEC-U-CARE	112414		JAN 2015 MEDICAL INSURANCE	263.43
Total :						263.43
204227	12/30/2014	000499 INLAND EMPIRE LANDSCAPE INC	7779		DEC 2014 LANDSCAPE MAINTENANCE	7,697.12
Total :						7,697.12
204228	12/30/2014	000767 LEIJA, ISRAEL	122914		PARTIAL REIMBURSEMENT OF CANDIDATE STATE	155.72
Total :						155.72
204229	12/30/2014	000018 ONTRAC	8110049		PROJECT RELATED SHIPPING COSTS	68.51
Total :						68.51
204230	12/30/2014	000526 PRINT POSTAL	11907		FLYERS - BREAKFAST W/SANTA	234.36
Total :						234.36
204231	12/30/2014	000186 RIGHTWAY	59936		12/18/14-1/14/15 WINDSONG PARK	173.00
Total :						173.00
204232	12/30/2014	000529 SIEMENS INDUSTRY, INC	5610003274		NOV 2014 TRAFFIC SIGNAL MAINTENANCE	1,301.81
			5620004293		NOV 2014 TRAFFIC SIGNAL RESPONSE CALL OU	445.30
Total :						1,747.11
204233	12/30/2014	000435 STRATA OAK, LLC C/O STRATA, EQUITY GROU	10115A		JAN 2015 CITY HALL MONTHLY LEASE (INCREA	684.96
Total :						684.96
204234	12/30/2014	000199 SWANSON, MARSHA	122914		PARTIAL REIMBURSEMENT OF CANDIDATE STATE	157.72
Total :						157.72
204235	12/30/2014	000215 THE PRESS-ENTERPRISE	10001465		PUBLIC NOTICE - NOP OF EIR WILDOMAR GROV	192.00

Voucher List
City of Wildomar

12/30/2014 4:31:46PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204235	12/30/2014	000215	000215 THE PRESS-ENTERPRISE		(Continued)	Total : 192.00
204236	12/30/2014	000475	THE SAN DIEGO UNION-TRIBUNE, LLC	10888851	PUBLIC NOTICE - RFP GRAND AVE BIKE IMPRO	234.52
						Total : 234.52
204237	12/30/2014	000201	WALKER, TIMOTHY	122914	PARTIAL REIMBURSEMENT OF CANDIDATE STATE	157.72
						Total : 157.72
204238	12/30/2014	000006	WELLS FARGO PAYMENT REMITTANCE, CEN	112514	FIRE STATION EXPENSES	315.23
				119814764603	CSMFO CONFERENCE TRAVEL - FIN. MGR.	547.50
				12/1/14 CR	CITY CLERK CONF-LEAGUE OF CA CITIES-CRED	-375.00
				120214	PAYPAL ONLINE - PERMITS	59.95
				120314	CSMFO ANNUAL CONFERENCE	350.00
				120414	FIRE STATION EXPENSES	64.75
				120714	FIRE STATION EXPENSES	300.00
				120714	CITY COUNCIL DATA/COUNCIL PHONE	30.08
				121214	ICMA MEMBERSHIP (1600 LESS 200 CREDIT)	1,400.00
				121214	BREAKFAST W/SANTA SUPPLIES	21.59
				121214	BREAKFAST W/SANTA SUPPLIES	28.08
				121214A	BREAKFAST W/SANTA SUPPLIES	29.16
				154	CITY COUNCIL MEETING	41.19
				170	BREAKFAST W/SANTA SUPPLIES	93.31
				2592	STAFF APPRECIATION MEETING - PLANNING	49.25
				2839	RECEIPT BOOKS	23.46
				41847	SUPPLIES FOR BREAKFAST W/SANTA	12.48
				4900-5852	FOUR GRILLS FOR COMMUNITY EVENTS	1,177.11
				547	COPY PAPER	7.55
				7	BREAKFAST W/SANTA HEALTH PERMIT	87.00
				742071135	DEPARTMENTAL SUPPLIES	337.28
				746028914	OFFICE SUPPLIES	738.71
				8055	PROPANE FOR BREAKFAST W/SANTA	252.83
				8438	GASOLINE - LAWN EQUIPMENT	61.00
				9575	CITY COUNCIL MEETING	260.33

Voucher List
City of Wildomar

12/30/2014 4:31:46PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204238	12/30/2014	000006	000006 WELLS FARGO PAYMENT REMITTANCE, (Continued)			Total : 5,912.84
20 Vouchers for bank code : wf						Bank total : 28,765.81
20 Vouchers in this report						Total vouchers : 28,765.81

Voucher List
City of Wildomar

12/30/2014 4:55:35PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204239	12/30/2014	000661 JOHNSON, ROCHELLE	12/31/14		DEC 19-DEC 31, 2014 ACCOUNTING CONTRACTU	3,060.00

Total : 3,060.00

1 Vouchers for bank code : wf

Bank total : 3,060.00

1 Vouchers in this report

Total vouchers : 3,060.00

City of Wildomar
Payroll Warrant Register
1/1/2015

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
12/4/2014	Payroll People	11/15/2014-11/28/2014	33,831.21
12/4/2014	Payroll People	11/15/2014-11/28/2014	8,402.07
12/18/2014	Payroll People	11/29/2014-12/12/2014	26,285.26
12/18/2014	Payroll People	11/29/2014-12/12/2014	7,715.05
12/31/2014	Payroll People	12/01/2014-12/31/2014	1,394.98
		TOTAL	<u><u>77,628.57</u></u>

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.4
CONSENT CALENDAR
Meeting Date: January 14, 2015

TO: Mayor and City Council Members
FROM: Terry Rhodes, Accounting Manager
SUBJECT: Treasurer's Report - November 2014

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Treasurer's Report for November, 2014.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of November 2014.

FISCAL IMPACT:

None

Submitted by:
Terry Rhodes
Accounting Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Treasurer's Report
Daily Cash Balance

**CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
November 2014**

CITY CASH

<u>FUND</u>	<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
All	All	WELLS FARGO	\$ 4,529,187.32	0.00%
		TOTAL	\$ 4,529,187.32	

<u>FUND</u>	<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
All	All	WELLS FARGO	\$ 5,665,195.87	\$ 487,033.02	\$ (1,623,041.57)	\$ 4,529,187.32	0.000%
		TOTAL	\$ 5,665,195.87	\$ 487,033.02	\$ (1,623,041.57)	\$ 4,529,187.32	

CITY INVESTMENT

<u>FUND</u>	<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>	<u>STATED RATE</u>
All	LOCAL AGENCY INVESTMENT FUND	\$ 1,546,827.66	\$ 1,546,827.66	\$ 1,546,827.66	100.00%	0	0.261%
	TOTAL	\$ 1,546,827.66	\$ 1,546,827.66	\$ 1,546,827.66	100.00%		

CITY - TOTAL CASH AND INVESTMENT \$ 6,076,014.98

CITY INVESTMENT

<u>FUND</u>	<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>(-) WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
All	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,546,827.66	\$ 0.00	\$ 0.00	\$ 1,546,827.66	0.261%
	TOTAL	\$ 1,546,827.66	\$ 0.00	\$ 0.00	\$ 1,546,827.66	

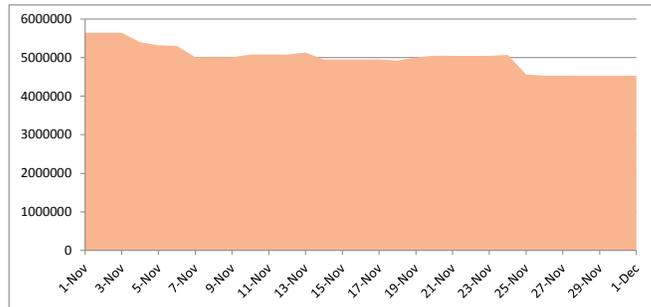
In compliance with the California Code Section 53646, as the Director of Finance/
City Treasurer of the City of Wildomar, I hereby certify that sufficient investment liquidity
and anticipated revenues are available to meet the City's expenditure
requirements for the next six months and that all investments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

1/5/2015

Terry Rhodes
Accounting Manager

Date

November 2014
Daily Cash Balance
All Funds Checking Only
Pool Report Balance



Fiscal Year	Ending Balance	Monthly Net Activity
Jan-12	\$ 3,459,306	\$ -
Feb-12	\$ 2,106,711	\$ (1,352,595)
Mar-12	\$ 2,102,433	\$ (4,278)
Apr-12	\$ 3,052,012	\$ 949,579
May-12	\$ 5,602,180	\$ 2,550,168
Jun-12	\$ 4,566,993	\$ (1,035,187)
Jul-12	\$ 4,200,028	\$ (366,965)
Aug-12	\$ 4,109,986	\$ (90,042)
Sep-12	\$ 4,225,751	\$ 115,765
Oct-12	\$ 3,856,256	\$ (369,495)
Nov-12	\$ 3,865,806	\$ 9,550
Dec-12	\$ 8,485,880	\$ 4,620,074
Jan-13	\$ 8,278,187	\$ (207,693)
Feb-13	\$ 6,821,316	\$ (1,456,871)
Mar-13	\$ 7,216,637	\$ 395,321
Apr-13	\$ 5,933,768	\$ (1,282,869)
May-13	\$ 5,673,657	\$ (260,111)
Jun-13	\$ 5,614,248	\$ (59,409)
Jul-13	\$ 5,493,587	\$ (120,661)
Aug-13	\$ 5,642,783	\$ 149,196
Sep-13	\$ 4,710,822	\$ (931,961)
Oct-13	\$ 4,692,739	\$ (18,083)
Nov-13	\$ 4,305,088	\$ (387,651)
Dec-13	\$ 5,067,625	\$ 762,537
Jan-14	\$ 5,588,299	\$ 520,674
Feb-14	\$ 5,271,391	\$ (316,908)
Mar-14	\$ 5,090,903	\$ (180,488)
Apr-14	\$ 6,601,410	\$ 1,510,507
May-14	\$ 7,037,032	\$ 435,622
Jun-14	\$ 6,751,858	\$ (285,174)
Jul-14	\$ 6,551,445	\$ (200,413)
Aug-14	\$ 5,771,075	\$ (780,370)
Sep-14	\$ 5,713,804	\$ (57,271)
Oct-14	\$ 5,665,196	\$ (48,608)
Nov-14	\$ 4,529,187	\$ (1,136,009)

Date	Ending Balance In Whole \$	Net Change from Prior Day
1-Nov	\$ 5,644,130	\$ -
2-Nov	\$ 5,644,130	\$ -
3-Nov	\$ 5,644,130	\$ -
4-Nov	\$ 5,401,793	\$ (242,336)
5-Nov	\$ 5,317,733	\$ (84,060)
6-Nov	\$ 5,302,426	\$ (15,307)
7-Nov	\$ 5,010,795	\$ (291,631)
8-Nov	\$ 5,010,795	\$ -
9-Nov	\$ 5,010,795	\$ -
10-Nov	\$ 5,079,909	\$ 69,114
11-Nov	\$ 5,079,909	\$ -
12-Nov	\$ 5,078,452	\$ (1,456)
13-Nov	\$ 5,131,403	\$ 52,950
14-Nov	\$ 4,949,482	\$ (181,921)
15-Nov	\$ 4,949,482	\$ -
16-Nov	\$ 4,949,482	\$ -
17-Nov	\$ 4,952,110	\$ 2,629
18-Nov	\$ 4,921,646	\$ (30,465)
19-Nov	\$ 5,006,315	\$ 84,670
20-Nov	\$ 5,048,784	\$ 42,469
21-Nov	\$ 5,044,988	\$ (3,796)
22-Nov	\$ 5,044,988	\$ -
23-Nov	\$ 5,044,988	\$ -
24-Nov	\$ 5,069,897	\$ 24,909
25-Nov	\$ 4,564,790	\$ (505,107)
26-Nov	\$ 4,530,489	\$ (34,301)
27-Nov	\$ 4,530,489	\$ -
28-Nov	\$ 4,529,187	\$ (1,302)
29-Nov	\$ 4,529,187	\$ -
30-Nov	\$ 4,529,187	\$ -
1-Dec	\$ 4,529,187	\$ -

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: January 14, 2015

TO: Mayor and Council Members

FROM: Dan York, Assistant City Manager

PREPARED: Jason Farag, Assistant Engineer

SUBJECT: Subdivision Improvement Agreement for Final Tract Map 31479 (City Project 11-0254)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a new Subdivision Improvement Agreement with the developer of Tract 31479, Wildomar Springs, LLC a Delaware limited liability company.

BACKGROUND:

The City Council approved Final Tract Map 31479 (Tract 31479) and a Subdivision Improvement Agreement for Tract 31479 with Rancon Equity Partners III LLC (Rancon) on August 14, 2013. Tract 31479 is located east of George Avenue, west of Iodine Springs Road, north of future Varian Way (which will be improved by the subdivision), and south of La Estrella. Tract 31479 includes 51 residential lots, and 1 open space lot on 15.4 acres. The vicinity map, Attachment 1 and Final Tract Map 31479, Attachment 2 illustrate the location of the project site and nature of the development. Tract 31479 was sold to a new developer, Wildomar Springs, LLC a Delaware limited liability company (Developer). The City entered into a grading agreement with the new Developer on October 30, 2014 and grading activities have commenced. Staff requests City Council's authorization to execute a subdivision improvement agreement with corresponding bonds to construct the public improvements. A copy of the standard Subdivision Improvement Agreement is included in Attachment 3.

FISCAL IMPACTS:

Rancon provided the City with a cash deposit of \$12,000 with the lien agreement. Approval of the new subdivision improvement agreement will result in this deposit being refunded to Rancon. There are no other fiscal impacts to the City as this time. Once the project is constructed and the public improvements are accepted by the City, the City will be responsible for the maintenance of street improvements and storm drains within the subdivision.

Submitted by:

Approved by:

Daniel A. York
Assistant City Manager
Public Works Director/City Engineer

Gary Nordquist
City Manager

ATTACHMENTS:

Attachment 1 – Aerial Image of Tract 31479

Attachment 2 – Final Tract Map 31479

Attachment 3 – Subdivision Improvement Agreement Form

ATTACHMENT 1

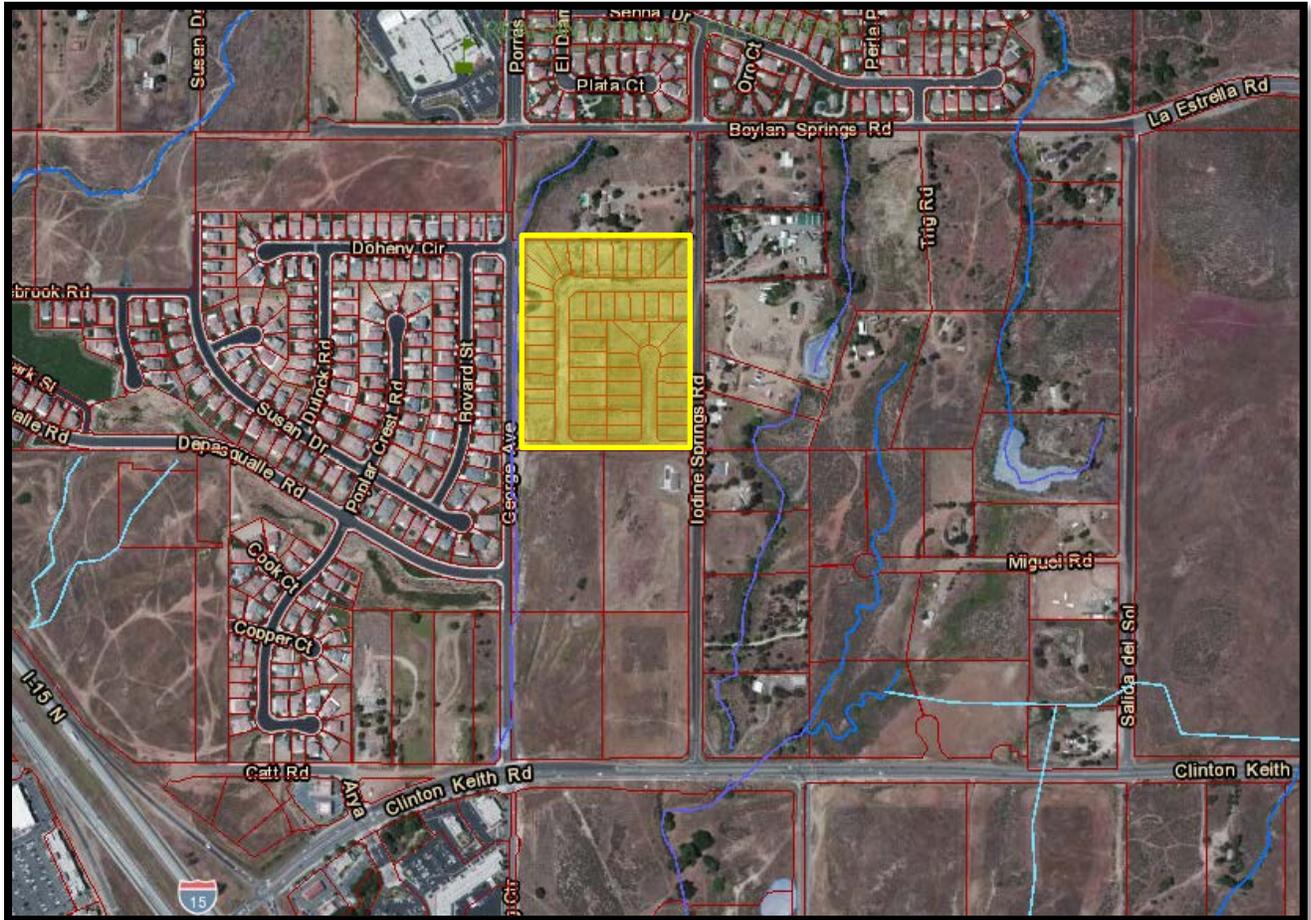


Figure 1 - Aerial Image of Tract Map 31479

ATTACHMENT 2

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TRACT NO. 31479

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 7504 FILED IN BOOK 24, PAGE 16 OF PARCEL MAPS TOGETHER WITH PARCELS 1 THROUGH 4, INCLUSIVE, AND LOTS "A", "B", "C" AND "D" OF PARCEL MAP NO. 9268 FILED IN BOOK 41 PAGE 67 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING LOCATED IN SECTION 31, T.6S., R.3W., S.B.M.



RECORDER'S STATEMENT

FILED THIS 10th DAY OF September, 2013, AT 4:22 P.M. IN BOOK 437 OF MAPS, AT PAGES 95-99, AT THE REQUEST OF THE CITY CLERK, CITY OF WILDOMAR NO. 2013-0442103 FEE \$18- LARRY W. WARD, COUNTY ASSESSOR-CLERK-RECORDER BY: Monis, DEPUTY SUBDIVISION GUARANTEE BY: CHICAGO TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. WE HEREBY DEDICATE TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES LOTS "A" THROUGH "F", INCLUSIVE.

WE ALSO HEREBY DEDICATE TO PUBLIC USE THE 3.00 FOOT WIDE EASEMENTS AS SHOWN HEREON FOR PUBLIC UTILITY PURPOSES.

WE ALSO HEREBY DEDICATE TO PUBLIC USE THE STORM DRAIN AND ACCESS EASEMENT OVER A PORTION OF LOT 34 AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

AS A CONDITION OF DEDICATION OF LOT "A" (IODINE SPRINGS ROAD) AND LOT "F" (GEORGE AVENUE), THE OWNERS OF LOTS 1 THROUGH 7, INCLUSIVE, LOT 32, LOT 33 AND LOTS 42 THROUGH 52, INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

WE HEREBY RESERVE A PRIVATE EASEMENT FOR DRAINAGE MAINTENANCE AND ACCESS PURPOSES OVER ALL OF OPEN SPACE LOT 52 AS SHOWN HEREON FOR THE BENEFIT OF OURSELVES, ASSIGNS AND LOT OWNERS WITHIN THIS TRACT.

WE ALSO HEREBY RETAIN OPEN SPACE LOT 52, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, ASSIGNS AND LOT OWNERS WITHIN THIS TRACT.

RANCON EQUITY PARTNERS III, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

[Signature]
NAME: DANIEL L STEPHENSON
TITLE: MANAGER

NAME:
TITLE:

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RANCON EQUITY PARTNERS III, IN OCTOBER, 2011. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: April 17th, 2013.

[Signature]
WILLIAM L. GREEN, L.S. 4547
EXPIRES 09-30-14



TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 10,900.00. DATED: August 26, 2013.

DON KENT, COUNTY TAX COLLECTOR
BY: Valerie Mas, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 10,900.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: August 26, 2013.

CASH TAX BOND / surety bond
DON KENT
COUNTY TAX COLLECTOR
BY: Valerie Mas, DEPUTY

KECIA HARPER-HEM
CLERK OF THE BOARD OF SUPERVISORS
BY: _____, DEPUTY

CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 31479 AS FILED, AMENDED, AND APPROVED BY THE CITY COUNCIL ON OCTOBER 6, 2010, THE EXPIRATION DATE BEING FEBRUARY 24, 2014. I HEREBY STATE THAT THE TRACT MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: AUG. 14, 2013

[Signature]
DANIEL A. YORK
P.E. 43212, LICENSE EXPIRES: 03/31/2014
L.S. 7962, LICENSE EXPIRES: 03/31/2014
CITY ENGINEER



NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Riverside)

ON THIS 17th DAY OF April, 2013, BEFORE ME, Nicole Racz, A NOTARY PUBLIC, PERSONALLY APPEARED Daniel L. Stephenson AND _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY/IES, AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY/IES ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY.

SIGNATURE: [Signature]
NOTARY PUBLIC IN AND FOR STATE
Nicole Racz
PRINT NAME

COMMISSION NO. 1857843
EXPIRATION DATE: July 13, 2013

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY APPROVES THIS TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES OF LOTS "A" THROUGH "F", AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM. SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

WE ALSO HEREBY ACCEPT THE 3.00 FOOT WIDE EASEMENTS FOR PUBLIC UTILITY PURPOSES AS SHOWN HEREON.

WE HEREBY ACCEPT THE STORM DRAIN AND ACCESS EASEMENT OVER A PORTION OF LOT 34 FOR MAINTENANCE.

I ALSO HEREBY STATE THAT THE APPROVAL OF SUBJECT MAP IS PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED: 19 August, 2013

[Signature]
DEBBIE A. LEE, CMC
CITY CLERK, CITY OF WILDOMAR

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/MURRIETA VALLEY AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483, et. seq. OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

H:\PDA\15102435\CADD\MAPPING\TRACT\31479\2435TMO01.DWG TVERLOOP 4/18/13 11:10 PM

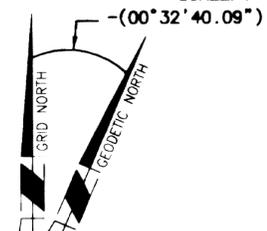
IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TRACT NO. 31479

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 7504 FILED IN BOOK 24, PAGE 16 OF PARCEL MAPS TOGETHER WITH PARCELS 1 THROUGH 4, INCLUSIVE, AND LOTS "A", "B", "C" AND "D" OF PARCEL MAP NO. 9268 FILED IN BOOK 41 PAGE 67 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND BEING LOCATED IN SECTION 31, T.6S., R.3W., S.B.M.

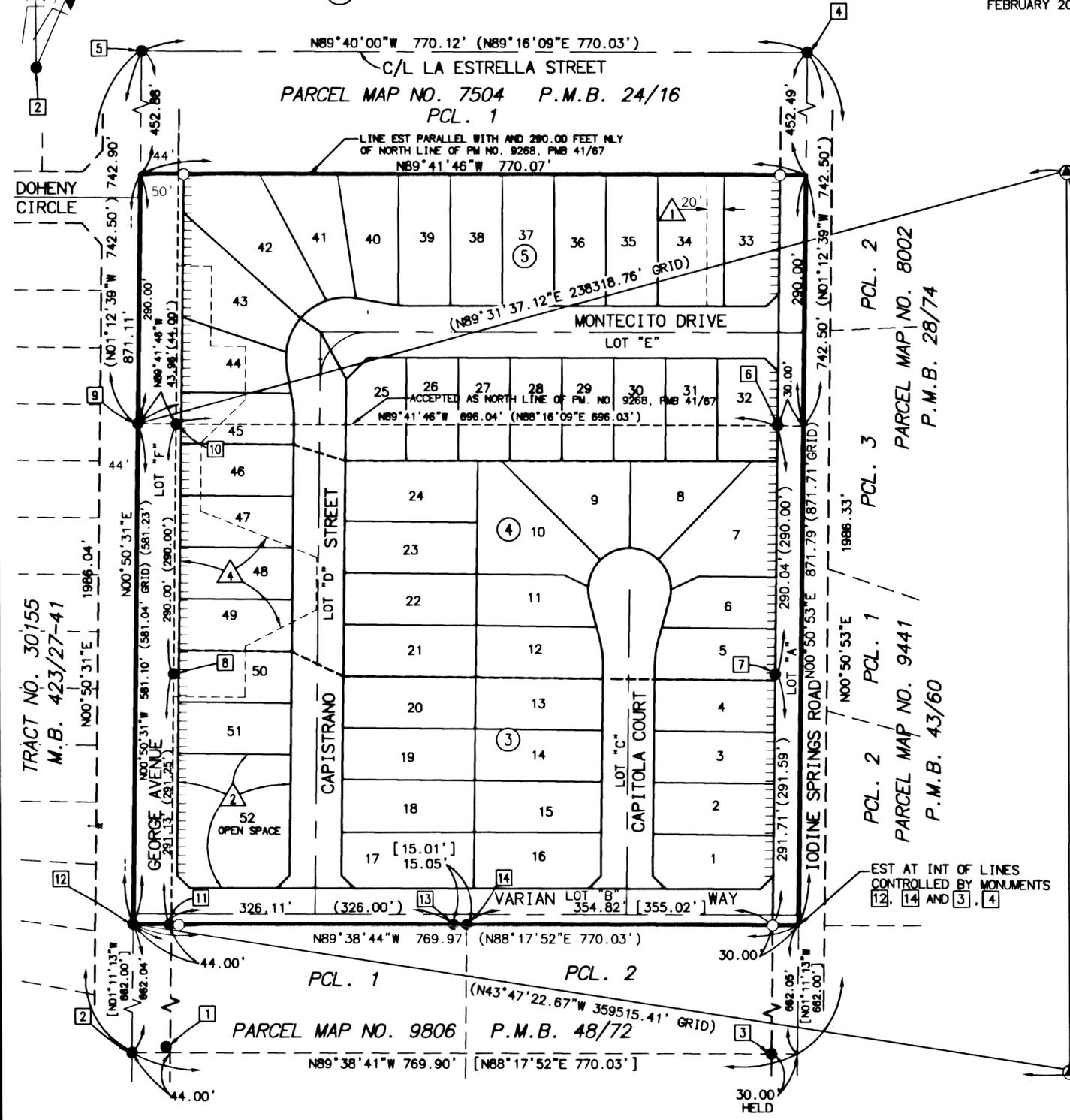


SCALE: 1"=100'

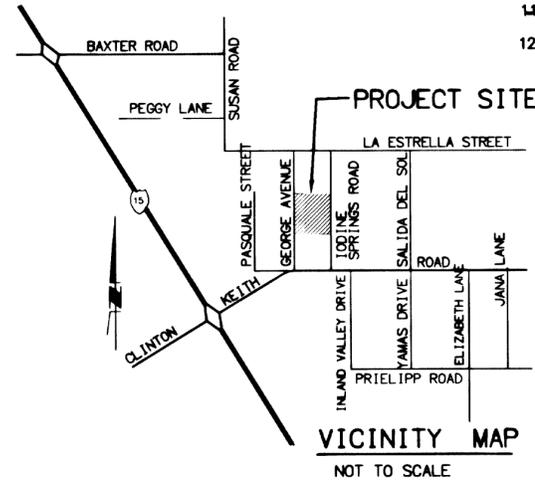


BOUNDARY CONTROL AND SHEET INDEX MAP

③ INDICATES SHEET NUMBER



PIN 1 (IN COUNTY OF RIVERSIDE)
2166428.9890
6498294.5788
STEEL DISK W/SMALL DRILL HOLE
SET IN CONCRETE PAD STAMPED
"PFO 1989 UCSD IGPP"



- ### EASEMENT NOTES
- ① INDICATES AN EASEMENT DEDICATED HEREON TO PUBLIC USE FOR STORM DRAIN AND ACCESS PURPOSES.
 - ② INDICATES A PRIVATE EASEMENT FOR DRAINAGE MAINTENANCE AND ACCESS PURPOSES RESERVED HEREON. (HOA MAINTAINED)
 - ③ INDICATES AN EASEMENT FOR PUBLIC UTILITY AND ELECTRICAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENTS RECORDED 8/1/1977 AS INSTRUMENT NO. 147331 AND INSTRUMENT NO. 147332, BOTH OF OFFICIAL RECORDS.
 - ④ INDICATES AN IRREVOCABLE OFFER OF DEDICATION OF A STORM DRAIN EASEMENT FOR FLOOD CONTROL AND DRAINAGE PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER A DOCUMENT RECORDED 3-13-07 AS INSTRUMENT NO. 2007-0170127, OF OFFICIAL RECORDS, AND ACCEPTED BY THE CITY OF WILDOMAR PER DOCUMENT RECORDED JANUARY 9, 2012 AS DOCUMENT NO. 2012-0008405, OF OFFICIAL RECORDS. (PARTIALLY WITHIN STREETS).
 - ⑤ INDICATES A 3.00 FOOT EASEMENT DEDICATED HEREON FOR PUBLIC UTILITY PURPOSES.

MON P (IN COUNTY OF SAN DIEGO)
1904351.5677
6508764.5803
JOINED PIPES W/STD. SURVEY
SCREW IN TOP.

SURVEYOR'S NOTES

- TRACT NO. 31479 CONTAINS 52 NUMBERED LOTS AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE.
- TRACT NO. 31479 CONTAINS 15.40 ACRES GROSS.
- 1. ○ INDICATES SET 1" IP TAGGED "LS 4547", FLUSH, (RIV CO STD "A" MON), UNLESS OTHERWISE NOTED.
- 2. SET NAIL AND TAG "LS 4547" (RIV. CO. STD. "E" MON.) IN TOP OF CURB ON SIDE LOT LINE PROJECTED IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.
- 3. SET NAIL AND TAG "LS 4547" (RIV. CO. STD. "E" MON.) IN TOP OF CURB ON RADIAL LINE FOR EC'S & BC'S AND AT CORNER OUTBACKS IN LIEU OF FRONT LOT CORNERS.
- 4. SET 1" IP & TAG "LS 4547", FLUSH, (RIV. CO. STD. "A" MON.), OR A NAIL AND TAG "LS 7566" (RIV. CO. STD. "E" MON.) IN CONCRETE AT REAR LOT CORNERS AND ANGLE POINTS IN SIDE LOT LINES, UNLESS OTHERWISE NOTED.
- 5. () INDICATES RECORD DATA PER P.M. NO. 9268, P.M.B. 41/67, UNLESS OTHERWISE NOTED.
- 6. [] INDICATES RECORD DATA PER P.M. NO. 9806, P.M.B. 48/72.
- 7. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
- 8. ALL MEASUREMENTS SHOWN HEREON ARE GROUND, UNLESS OTHERWISE NOTED.
- 9. ALL MONUMENTS SHOWN AS SET SHALL BE SET IN ACCORDANCE WITH RIVERSIDE COUNTY ORDINANCE 461.9 AND THE MONUMENTATION AGREEMENT FOR THIS MAP.
- 10. ||||| INDICATES RESTRICTED VEHICULAR ACCESS.
- 11. --- C.C. & R.'S PER INSTRUMENT NO. --- C.C. REG.
- 12. NO BUILDING PERMITS WILL BE ISSUED ON LOTS 43 THROUGH 50 UNTIL THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT EASEMENT ④ THAT AFFECTS LOTS 43 THROUGH 50 HAS BEEN QUITCLAIMED.

MONUMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED AND REFERENCED HEREON.
- ① 1" IP W/TAG "LS 3698", DOWN 0.5', PER PM NO. 9806, P.M.B. 48/72; N35°25'36"W 0.19' FROM CORNER.
- ② 1" IP W/TAG "LS 3365", DOWN 0.1', PER PM NO. 9806, P.M.B. 48/72 AND M.B. 423/27-41. ACC. AS BEING ON CENTERLINE GEORGE ROAD.
- ③ 1" IP W/TAG "LS 3698", DOWN 0.2', PER PM NO. 9806, P.M.B. 48/72, ON LINE.
- ④ 1" IP W/NO TAG, FLUSH, PER PM NO. 9268, P.M.B. 41/67. SET TAG "LS 4547".
- ⑤ 1" IP W/TAG "LS 3316", DOWN 0.8', PER PM NO. 9268, P.M.B. 41/67 & M.B. 423/27-41; ACC. AS WEST 1/4 CORNER OF SECTION 31, T6S, R3W, S8M.
- ⑥ 1" IP W/TAG "LS 3698", FLUSH, PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- ⑦ 1" IP W/TAG ILLEGIBLE, DOWN 0.7', PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- ⑧ 1" IP W/TAG "LS 3698", FLUSH, PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- ⑨ 1" IP W/TAG "LS 3698", DOWN 0.5' PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- ⑩ 1" IP W/TAG "LS 3698", DOWN 0.2', PER PM NO. 9268, P.M.B. 41/67, ON LINE.
- ⑪ 1" IP W/TAG ILLEGIBLE, DOWN 0.5', PER PM NO. 9268, P.M.B. 41/67, ON LINE. SET TAG "LS 7566".
- ⑫ 1" IP W/TAG ILLEGIBLE, DOWN 1.6', IN LIEU OF 1 1/2" IP W/TAG "LS 862" PER PM NO 9268 P.M.B. 41/67, ON LINE. SET TAG "LS 7566".
- ⑬ 1" IP W/TAG "LS 3698", UP 0.2', PER PM NO. 9268/P.M.B. 41/67, ON LINE.
- ⑭ 1" IP W/TAG "LS 3698", FLUSH, PER PM 9806, P.M.B. 48/72, ON LINE.

BASIS OF BEARINGS NOTE

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "PIN 1" AND "MON P" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 2004.0) AS SHOWN HEREON. ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY 0.99990406.

ENVIRONMENTAL CONSTRAINT NOTE

THE ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY ENGINEER, CITY OF WILDOMAR IN ECS BOOK 2013, PAGE 01 AND THE CONSTRAINTS AFFECT ALL LOTS IN THE SUBDIVISION.

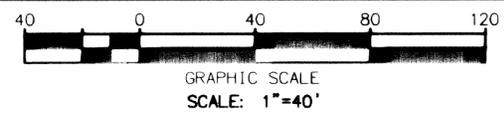
TRACT NO. 30155
M.B. 423/27-41

PARCEL MAP NO. 9806 P.M.B. 48/72

PARCEL MAP NO. 8002
P.M.B. 28/74

PARCEL MAP NO. 9441
P.M.B. 43/60

EST AT INT OF LINES
CONTROLLED BY MONUMENTS
⑫, ⑭ AND ③, ④



IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TRACT NO. 31479

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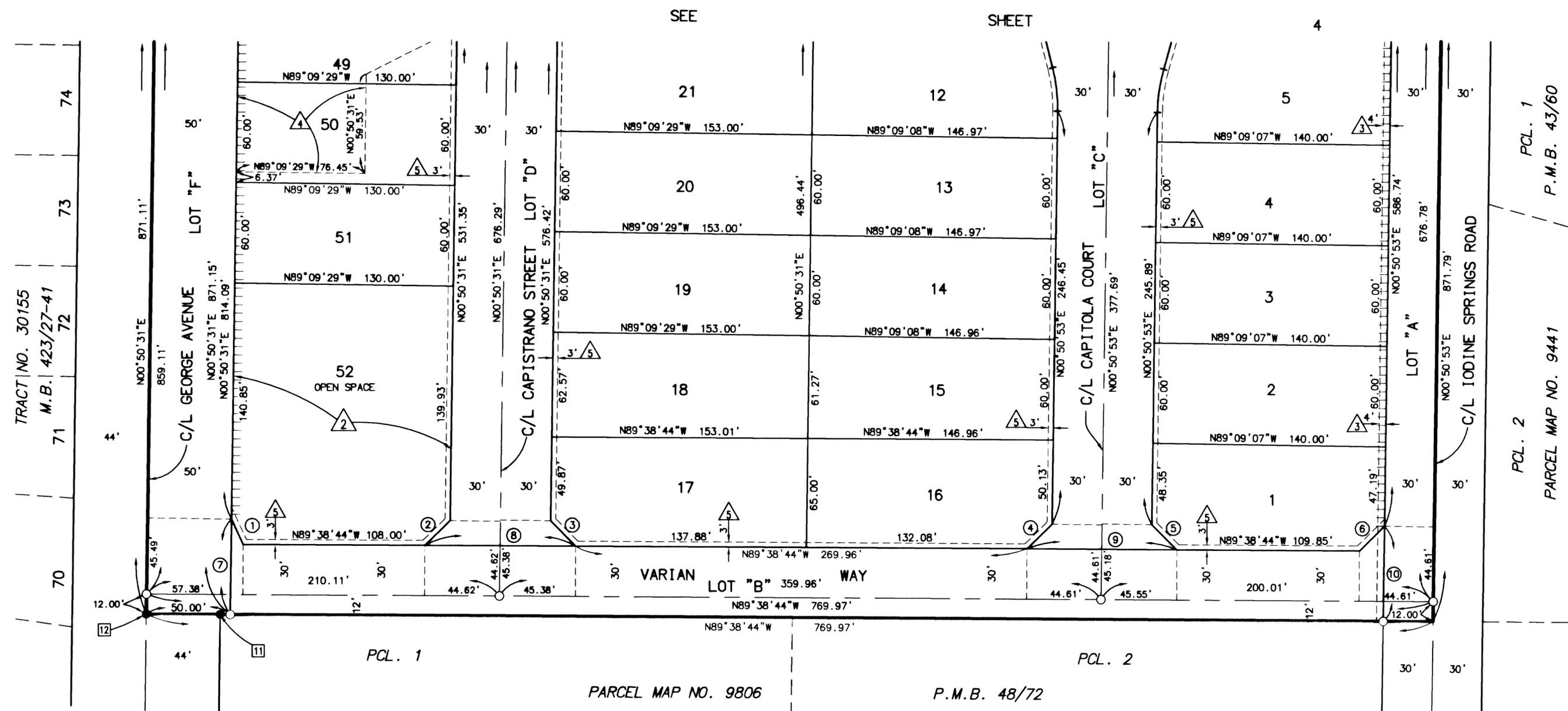


EASEMENT NOTES

- ② INDICATES A PRIVATE EASEMENT FOR DRAINAGE MAINTENANCE AND ACCESS PURPOSES RESERVED HEREON. (HOA MAINTAINED)
- ③ ELECTRICAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENTS RECORDED 8/1/1977 AS INSTRUMENT NO. 147331 AND INSTRUMENT NO. 147332, BOTH OF OFFICIAL RECORDS.
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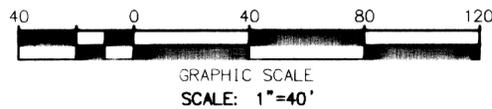
SEE SHEET 2 FOR SURVEYOR'S NOTES, MONUMENT NOTES, EASEMENT NOTES, BASIS OF BEARINGS NOTE, ENVIRONMENTAL CONSTRAINT NOTE, BOUNDARY CONTROL AND SHEET INDEX MAP AND VICINITY MAP.

DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	N24°34'29"W	--	16.61'
2	N45°35'53"E	--	21.12'
3	N44°24'07"W	--	21.30'
4	N45°36'05"E	--	21.12'
5	N45°06'29"W	--	21.27'
6	N45°36'05"E	--	21.12'
7	N00°50'31"E	--	57.06'
8	N89°38'44"W	--	90.00'
9	N89°38'44"W	--	90.16'
10	N00°50'53"E	--	56.87'



PCL. 1
P.M.B. 43/60

PCL. 2
PARCEL MAP NO. 9441



IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TRACT NO. 31479

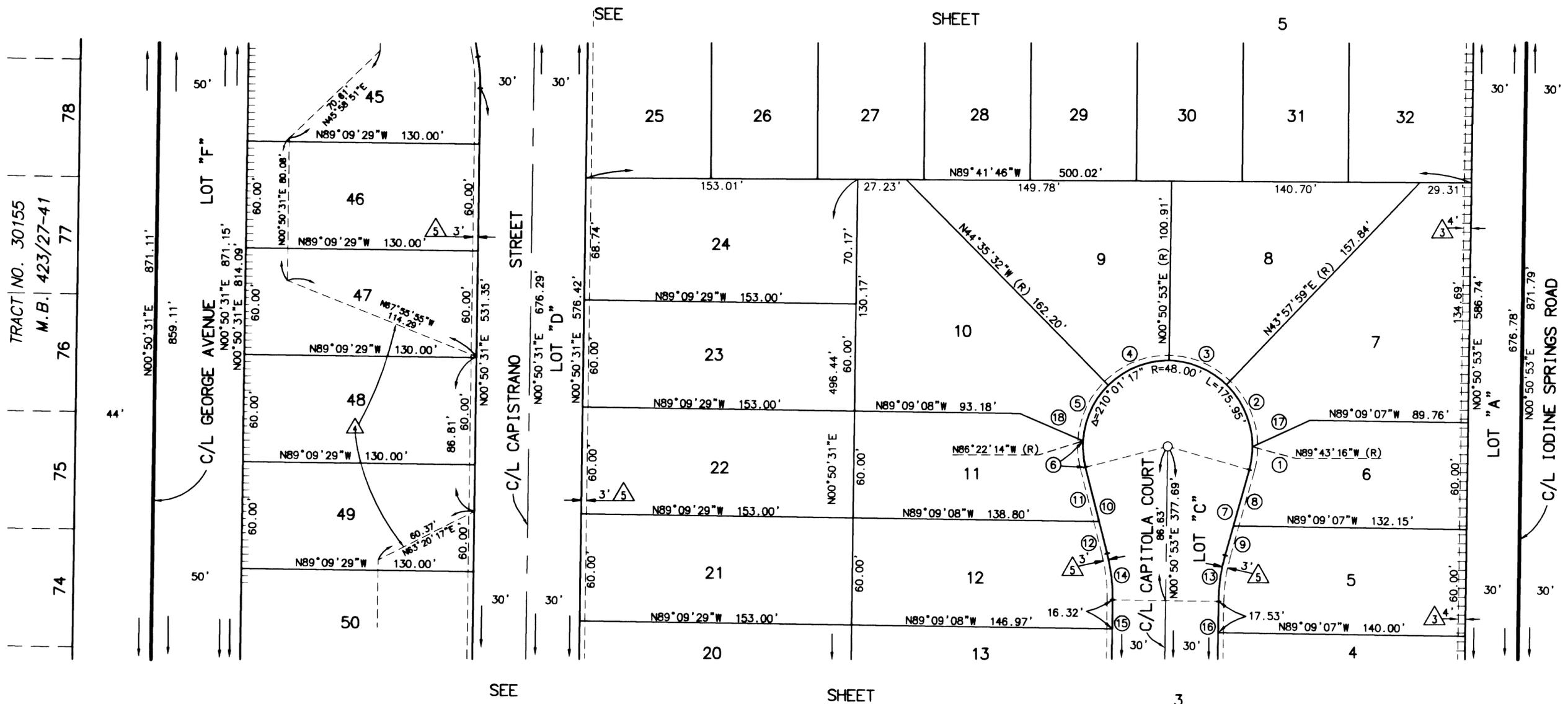
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DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	15°34'48"	48.00'	13.05'
2	46°18'45"	48.00'	38.80'
3	43°07'06"	48.00'	36.12'
4	45°26'25"	48.00'	38.07'
5	41°46'42"	48.00'	35.00'
6	17°47'31"	48.00'	14.91'
7	N15°51'32"E	--	50.00'
8	N15°51'32"E	--	32.85'
9	N15°51'32"E	--	17.15'
10	N14°09'45"W	--	50.00'
11	N14°09'45"W	--	31.59'
12	N14°09'45"W	--	18.41'
13	15°00'39"	100.00'	26.20'
14	15°00'38"	100.00'	26.20'
15	N00°50'53"E	--	246.45'
16	N00°50'53"E	--	245.89'
17	N65°22'06"E	--	35.72'
18	N66°49'13"W	--	38.77'

EASEMENT NOTES

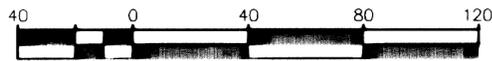
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SEE SHEET 2 FOR SURVEYOR'S NOTES, MONUMENT NOTES, EASEMENT NOTES, BASIS OF BEARINGS NOTE, ENVIRONMENTAL CONSTRAINT NOTE, BOUNDARY CONTROL AND SHEET INDEX MAP AND VICINITY MAP.

PCL. 1
PARCEL MAP NO. 9441
P.M.B. 43/60

PCL. 3
PARCEL MAP NO. 8002
P.M.B. 28/74



GRAPHIC SCALE
SCALE: 1"=40'

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

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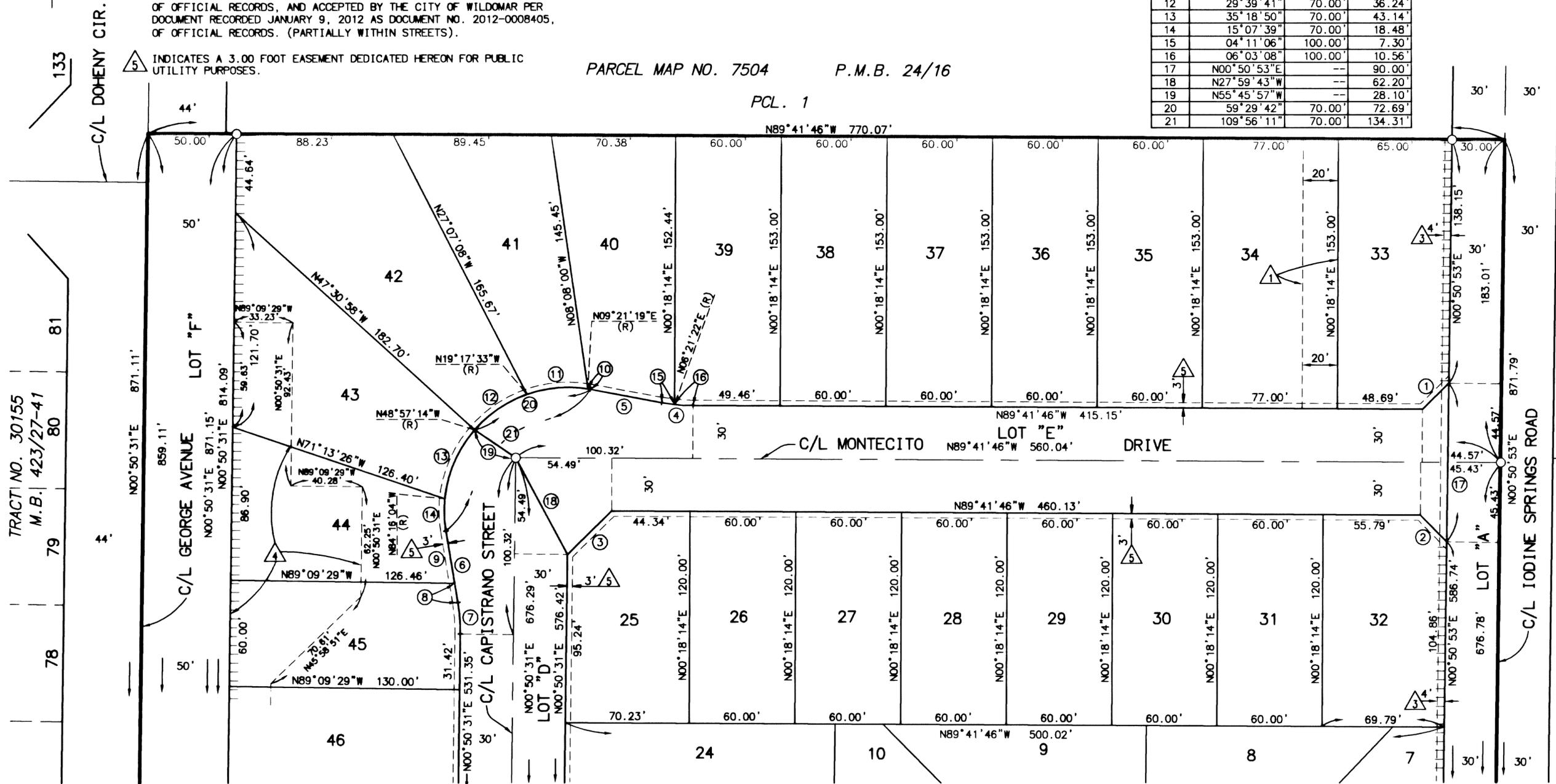
DATA TABLE			
NO	BEARING/Delta	RADIUS	LENGTH
1	N45°34'34"E	--	21.11'
2	N44°25'26"W	--	21.31'
3	N45°34'22"E	--	35.19'
4	10°14'14"	100.00'	17.87'
5	N79°27'32"W	--	41.04'
6	N09°23'43"W	--	41.04'
7	10°14'14"	100.00'	17.87'
8	N09°23'43"W	--	10.99'
9	N09°23'43"W	--	30.05'
10	01°11'09"	70.00'	1.45'
11	28°38'52"	70.00'	35.00'
12	29°39'41"	70.00'	36.24'
13	35°18'50"	70.00'	43.14'
14	15°07'39"	70.00'	18.48'
15	04°11'06"	100.00'	7.30'
16	06°03'08"	100.00'	10.56'
17	N00°50'53"E	--	90.00'
18	N27°59'43"W	--	62.20'
19	N55°45'57"W	--	28.10'
20	59°29'42"	70.00'	72.69'
21	109°56'11"	70.00'	134.31'

EASEMENT NOTES

- 1 INDICATES AN EASEMENT DEDICATED HEREON TO PUBLIC USE FOR STORM DRAIN AND ACCESS PURPOSES.
- 3 ELECTRICAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENTS RECORDED 8/1/1977 AS INSTRUMENT NO. 147331 AND INSTRUMENT NO. 147332, BOTH OF OFFICIAL RECORDS.
- 4 INDICATES AN IRREVOCABLE OFFER OF DEDICATION OF A STORM DRAIN EASEMENT FOR FLOOD CONTROL AND DRAINAGE PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER A DOCUMENT RECORDED 3-13-07 AS INSTRUMENT NO. 2007-0170127, OF OFFICIAL RECORDS, AND ACCEPTED BY THE CITY OF WILDOMAR PER DOCUMENT RECORDED JANUARY 9, 2012 AS DOCUMENT NO. 2012-0008405, OF OFFICIAL RECORDS. (PARTIALLY WITHIN STREETS).
- 5 INDICATES A 3.00 FOOT EASEMENT DEDICATED HEREON FOR PUBLIC UTILITY PURPOSES.

PARCEL MAP NO. 7504 P.M.B. 24/16

PCL. 1



SEE

SHEET

4

SEE SHEET 2 FOR SURVEYOR'S NOTES, MONUMENT NOTES, EASEMENT NOTES, BASIS OF BEARINGS NOTE, ENVIRONMENTAL CONSTRAINT NOTE, BOUNDARY CONTROL AND SHEET INDEX MAP AND VICINITY MAP.

PCL. 2 P.M.B. 28/74
PCL. 3 PARCEL MAP NO. 8002

ATTACHMENT 3

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**

(Document exempt from recording fees
pursuant to Cal. Gov. Code § 27383)

CITY OF WILDOMAR
Attn: City Manager
23873 Clinton Keith Rd., Suite 111
Wildomar, California 92595

THIS SPACE FOR RECORDER'S USE ONLY

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP _____

By and Between

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

and

DATED _____, 20__

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP _____

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this ____ day of _____, 20__ by and between the City of Wildomar, a municipal corporation (“City”) and _____ (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

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

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

DEFINED TERMS

“*Developer*” shall mean _____, a _____. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

“*Estimated Costs*” shall mean the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

“Litigation Expenses” shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys’ fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

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

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

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

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

“Security” shall mean surety bonds, lien agreement or other security approved by the City Engineer or City Attorney in the amounts and under the terms of Section 12.

“Tract No _____.” shall mean the final map prepared and approved by the City for tentative tract map no. _____..

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

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

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

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

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

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

prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

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

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

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

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

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No.

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

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

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

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

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

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

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

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

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

12. **SECURITY.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds, a lien agreement, or another form of security acceptable to the City Attorney and City Engineer under the terms set forth below.

12.1 **Surety Bonds.** If surety bonds are provided as Security, the amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful

performance bond in the amount of _____ (\$_____), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

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

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

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

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

12.2 **Lien Agreement.** In lieu of surety bonds, Developer may execute a lien agreement as Security for the Improvements in accordance with Wildomar Municipal Code Section 16.56.030. The Lien Agreement shall be in the form attached hereto as Exhibit "E" and incorporated herein by this reference.

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

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

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

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

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public

Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17. **INSURANCE.**

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

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

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

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

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

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

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

17.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

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

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

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

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

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

18.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

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

19. GENERAL PROVISIONS.

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

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

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

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

CITY:

City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 111
Wildomar, CA 92595

DEVELOPER:

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

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

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

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

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

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

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

19.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

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

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

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

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

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

CITY OF WILDOMAR

_____, _____

ATTEST:

Debbie E. Lee
City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

By: _____

Its: _____

By: _____

Its: _____

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____ NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____ NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT NO. _____

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. _____

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. _____

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

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ _____

Surety: _____

Attorney-in-fact: _____

Address: _____

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ _____

Surety: _____

Attorney-in-fact: _____

Address: _____

CASH MONUMENT SECURITY: \$ _____

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF WILDOMAR

TRACT MAP NO. _____ IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. _____ (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 20__ (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 *et seq.* of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF WILDOMAR

TRACT MAP _____ IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. _____ (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 20__ (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney’s fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of _____ Dollars (\$ _____), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

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

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

Principal

By: _____
Its: Managing Member

(print name)

Surety

By: _____
Attorney-In-Fact

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

EXHIBIT “D”

**LIST OF TRACT MAP CONDITIONS
OF APPROVAL NOT SATISFIED**

[To Be Inserted]

EXHIBIT "E"
LIEN AGREEMENT

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item # 1.6
CONSENT CALENDAR
Meeting Date: January 14, 2015

TO: Mayor and Council Members

FROM: Dan York, Assistant City Manager

PREPARED: Jason Farag, Assistant Engineer

SUBJECT: Vacation of Irrevocable Offer of Dedication of the westerly half (30') of Summer Dain Lane (City Project 14-0010)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council of the City of Wildomar adopt a Resolution entitled:

RESOLUTION NO. 2015-_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, VACATING A PORTION OF THE IRREVOCABLE OFFER OF
DEDICATION FOR PUBLIC ROAD PURPOSES, INCLUDING PUBLIC UTILITY AND
PUBLIC SERVICE USES, MADE BY INSTRUMENT NUMBER 59228, RECORDS OF
RIVERSIDE COUNTY, CALIFORNIA

BACKGROUND:

An Irrevocable Offer of Dedication (IOD) to the County of Riverside for a public road easement, 60' in width, was recorded on March 28, 1980 as Instrument No. 59228 (Attachment 2). The IOD is located on the easterly 30' of Parcel 1 and the westerly 30' of Parcel 2 of Parcel Map No. 11793 (Attachment 3), within the City of Wildomar. Parcel Map 17667 (Attachment 4) shows the parcels with the dedication. The IOD is part of Summer Dain Lane. Neither the County nor the City ever accepted the IOD after the offer was made and recorded. Lennar Homes of California, Inc. (Developer), is preparing improvement plans and a final tract map for Tentative Tract 36497 (TM 36497). TM 36497 has been conditioned to construct the off-site westerly half of Summer Dain Lane in conformance with City Standard No. 105A. The westerly half of the IOD is 30' but only 28' of right-of-way is required on the westerly half of Summer Dain Lane to construct the improvements in conformance with City standards. The Developer has prepared a new offer of dedication for 28' of right-of-way on the westerly half of the existing IOD (Attachment 5). The dedication also includes additional right-of-way at the intersection of Prielipp Road and Summer Dain Lane to provide adequate right-of-way for off-site improvements. In order to accept the Developer's new off-site

dedication, the City must vacate the westerly 30' of the original IOD. The additional 2' of right-of-way on the westerly half of Summer Dain Lane will not be needed for the improvements. At a later time, the Developer will offer 28' of right-of-way on the easterly half of Summer Dain Lane on the Final Tract Map for Tract 36497 to provide a 56' full-width right-of-way section for Summer Dain Lane.

Chapter 12.04 of the City's Municipal Code authorizes the City Engineer/Director of Public Works to accept the new dedication for the westerly half of Summer Dain Lane. Once the City Council approves and adopts the resolution for the vacation of the westerly 30' of the IOD, the City Engineer/Director of Public Works will accept the new offer of dedication for the westerly half (28') of Summer Dain Lane and the additional right-of-way at the intersection of Prielipp Road and Summer Dain Lane.

FISCAL IMPACTS:

There are no fiscal impacts to the City as this time. Once the project is constructed and the public improvements are accepted by the City, the City will be responsible for the maintenance of street improvements.

Submitted by:
Dan York
Assistant City Manager
Public Works Director/City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- Attachment 1 - Resolution and Irrevocable Offer of Dedication Vacation Legal and Plat
- Attachment 2 - Instrument No. 59228
- Attachment 3 - Parcel Map 11793
- Attachment 4 - Parcel Map 17667
- Attachment 5 - Grant of Public Right-of-Way Recording Cover Sheet and Legal and Plat

RESOLUTION NO. 2015 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, VACATING THE IRREVOCABLE OFFER OF DEDICATION FOR
ROAD PURPOSES**

WHEREAS, an irrevocable offer of dedication for public road purposes, including public utility and public service uses, for Summer Dain Lane was recorded on March 28, 1980 as document number 59228; and

WHEREAS, the irrevocable offer of dedication in document number 59228 was not accepted by Riverside County and remains open; and

WHEREAS, the City desires to vacate a portion of the irrevocable offer of dedication for Summer Dain Lane made in document number 59228 as Summer Dain Lane has not been constructed; and

WHEREAS, this resolution is adopted pursuant to Government Code Sections 7050 and Streets and Highways Code Section 8330 et seq.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council that:

1. The recitals stated above are true and correct.
2. From and after the date this resolution is recorded, the portion of the Irrevocable Offer of Dedication recorded in Document No. 59228 shown in Exhibit "A" to this resolution is terminated.
3. After the resolution is adopted, the City Clerk shall record a certified copy of the resolution.

PASSED, APPROVED, AND ADOPTED this 14th day of January, 2015.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT "A"

EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT-OF-WAY VACATION
PARCEL 1, PARCEL MAP 11793

THE EAST 30.00 FEET OF PARCEL 1 OF PARCEL MAP NO. 11793 AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 61, PAGE 38, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN LOT "A" AS SHOWN ON SAID PARCEL MAP.

CONTAINING 10,350 SQUARE FEET MORE OR LESS.

THIS DESCRIPTION ALSO BEING SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE A PART HEREOF.

THIS PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

Robert C. Ollerton

ROBERT C. OLLERTON, PLS 7731

1-6-15

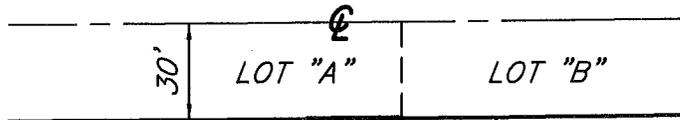
DATE



EXHIBIT "B"

PRIELIPP

ROAD



LEGEND

 R/W VACATION

R/W VACATION
PARCEL MAP

NO 11793

60' DEDICATION FOR
PUBLIC ROAD, UTILITY &
PUBLIC SERVICES PER
59228, REC. 3-28-80 O.R.

PARCEL 1

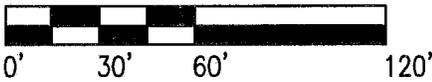
PARCEL 2



P.M.B.

SUMMER DAIN LANE
STREET NAME PER P.M.B. 119/92

61 / 38



PARCEL 1

PARCEL 2

PREPARED UNDER THE SUPERVISION OF:

Robert C. Ollerton 1-6-15
ROBERT C. OLLERTON, P.L.S. No. 7731

PAR. MAP
NO. 17667

P.M.B. 119/92

SB&O INC.

PLANNING ENGINEERING SURVEYING
41689 Enterprise Circle North, Suite 126
Temecula, Ca. 92590
951-695-8900
951-695-8901 Fax

City of Wildomar
SUMMER DAIN LANE
RIGHT-OF-WAY VACATION

JANUARY 2015

EXHIBIT "B"

SB&O JN 69552

SHEET 1 OF 1

Parcel name: RW VACATION

North: 11506.3056	East : 10520.9635
Line Course: S 88-20-34 W	Length: 30.00
North: 11505.4381	East : 10490.9761
Line Course: S 01-12-43 E	Length: 344.99
North: 11160.5252	East : 10498.2729
Line Course: N 88-21-04 E	Length: 30.00
North: 11161.3885	East : 10528.2605
Line Course: N 01-12-43 W	Length: 345.00
North: 11506.3113	East : 10520.9634

Perimeter: 749.99 Area: 10,350 sq.ft. 0.24 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0056 Course: N 00-52-14 W
Error North: 0.00564 East : -0.00009
Precision 1: 133,926.79

Robert C. Ollerton
1-6-15



ATTACHMENT 2

59228

WHEN RECORDED MAIL TO:
Carroll Anderson
June Ramgren
41710 Ivy Street
Murrieta, CA 92362

RECEIVED FOR RECORD
AT 9 00 O'CLOCK A.M.
AT BRANCH OF
CHICAGO TITLE INS. CO.
Book 1980, Page 59228
MAR 2 8 1980

In Book 19 of Records of Riverside County, California
Donald D. Sull, Recorder
FBI

DECLARATION OF DEDICATION

CARROLL ANDERSON, an unmarried woman and
JUNE RAMGREN, a married woman as her separate property.

hereby irrevocably dedicates in perpetuity for public road purposes, including public utility and public service uses, the real property - the County of Riverside, State of California, described as follows:

AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITY over the West 30 feet of Parcel 2 and the East 30 feet of Parcel 1 of Parcel Map 11793, as shown by Map on file in Book 61, page 38 of Parcel Maps, Records of Riverside County

RESERVING THEREFROM an easement of ingress, egress and public utility with the right to convey to others, the West 30 feet of Parcel 2 and the East 30 feet of Parcel 1 of Parcel Map 11793, as shown by Map on file in Book 61, Page 38 of Parcel Maps, records of Riverside County.

Dated: _____

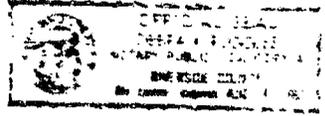
June Ramgren
Carroll Anderson

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appears
June Ramgren and Carroll Anderson

known to me to be the persons whose name subscribed to the within instrument and acknowledged that they executed the same.

Donald D. Sull
Notary Public



END RECORDED DOCUMENT DONALD D. SULL VAN COUNTY RECORDER

Attachment 3

PARCEL MAP 11793

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BEING A DIVISION OF LOT 11 OF WENTWORTH'S SUBDIVISION AS SHOWN BY MAP ON FILE IN MAP BOOK 14, PAGE 664 OF MAPS, SAN DIEGO COUNTY RECORDS, CALIFORNIA, ALSO IN SECTION 6, T.7 S., R.3 W., S.B.M.

SEPTEMBER 1978 BUTTERFIELD SURVEYS, INC. SCALE: 1"=100'

RECORDER'S CERTIFICATE

FILED THIS 26 DAY OF Feb 1979, AT 3:50 P.M. IN BOOK 61 OF PARCEL MAPS, AT PAGE 39, AT THE REQUEST OF THE COUNTY CLERK
NO. 38496
FEE: \$ 5.00
DONALD D. SULLIVAN, COUNTY RECORDER
BY: Vivian J. Rayburn, DEPUTY
SUBDIVISION GUARANTEE: SAFECO TITLE INSURANCE COMPANY.

SURVEYOR'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF CARROLL ANDERSON AND JUNE RANGREN IN SEPTEMBER 1978. I HEREBY STATE THAT THE PARCEL MAP PROCEDURES OF THE LOCAL AGENCY HAVE BEEN COMPLIED WITH AND THAT THIS PARCEL MAP CONFORMS TO THE APPROVED CERTIFICATE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE PARCEL MAP.
Fred W. Crowe
FRED W. CROWE L.S. 3698

SURVEYOR'S NOTES

- BASIS OF BEARINGS IS THE EAST LINE OF LOT 11 OF WENTWORTH'S SUBDIVISION BEING N 01° 01' 23" W AS SHOWN ON R.S. 6519, RIVERSIDE COUNTY RECORDS.
- INDICATES SET 1" I.P. FLUSH AND TAGGED L.S. 3698.
- INDICATES FOUND MONUMENTS AS NOTED.
- (-) INDICATES MEASURED AND RECORDED PER R.S. 6519.
- TOTAL GROSS AREA IS 16.82 ACRES.

COUNTY SURVEYOR'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.
DATED: 2-16-79
A.E. Newcomb
A.E. NEWCOMB, COUNTY SURVEYOR

BOARD OF SUPERVISORS CERTIFICATE

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY AND THROUGH ITS duly AUTHORIZED OFFICERS HEREBY APPROVES SAID PARCEL MAP AND THE OFFERS OF DEDICATIONS MADE HEREON ARE HEREBY NOT ACCEPTED.
DATED: Feb. 20, 1979
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BY: Nancy Romberg
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

DONALD D. SULLIVAN
COUNTY CLERK AND EX-OFFICIO
CLERK OF THE BOARD OF SUPERVISORS

BY: Nancy Romberg, DEPUTY

EASEMENT NOTES

- THE HONOLULU BANK OF CALIFORNIA, HOLDER OF A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITY PURPOSES PER INST. NO. 34360 RECORDED 3-2-77
- OAK SPRINGS RANCHO, A LIMITED PARTNERSHIP, HOLDER OF A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITY PURPOSES PER INST. NO. 22285 RECORDED 11-8-77
- THE COUNTY OF RIVERSIDE, INTEREST HOLDER BY DECLARATION OF DEDICATION RECORDED 11-8-77 AS INST. NO. 22344.

WANDA G. BOLEN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
RIVERSIDE COUNTY
My Commission Expires May 25, 1981

OWNER'S CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND AND THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS PARCEL MAP AS SHOWN WITHIN THE COLORED BORDER LINE. WE HEREBY DEDICATE TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES LOTS A THROUGH E INCLUSIVE.

Carroll Anderson June Rangren
CARROLL ANDERSON JUNE RANGREN

FIRST AMERICAN TITLE INSURANCE COMPANY A CALIFORNIA CORPORATION, TRUSTEE UNDER DEED OF TRUST RECORDED NOVEMBER 8, 1977 AS INSTRUMENT NO. 222247.

James Wilson
Asst. Sec.

S-KRD ENTERPRISES, INC. A CALIFORNIA CORPORATION, TRUSTEE UNDER DEED OF TRUST RECORDED NOVEMBER 8, 1977 AS INSTRUMENT NO. 222247.

James Wilson
Asst. Sec.

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF Riverside
ON THIS 16th DAY OF October 1978, BEFORE ME Jacqueline A. Thoreson, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CARROLL ANDERSON AND JUNE RANGREN, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.
MY COMMISSION EXPIRES 5-3-80. WITNESS MY HAND AND OFFICIAL SEAL

OFFICIAL SEAL
JACQUELINE A. THORESON
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. expires MAY 3, 1980

NOTARY ACKNOWLEDGEMENT

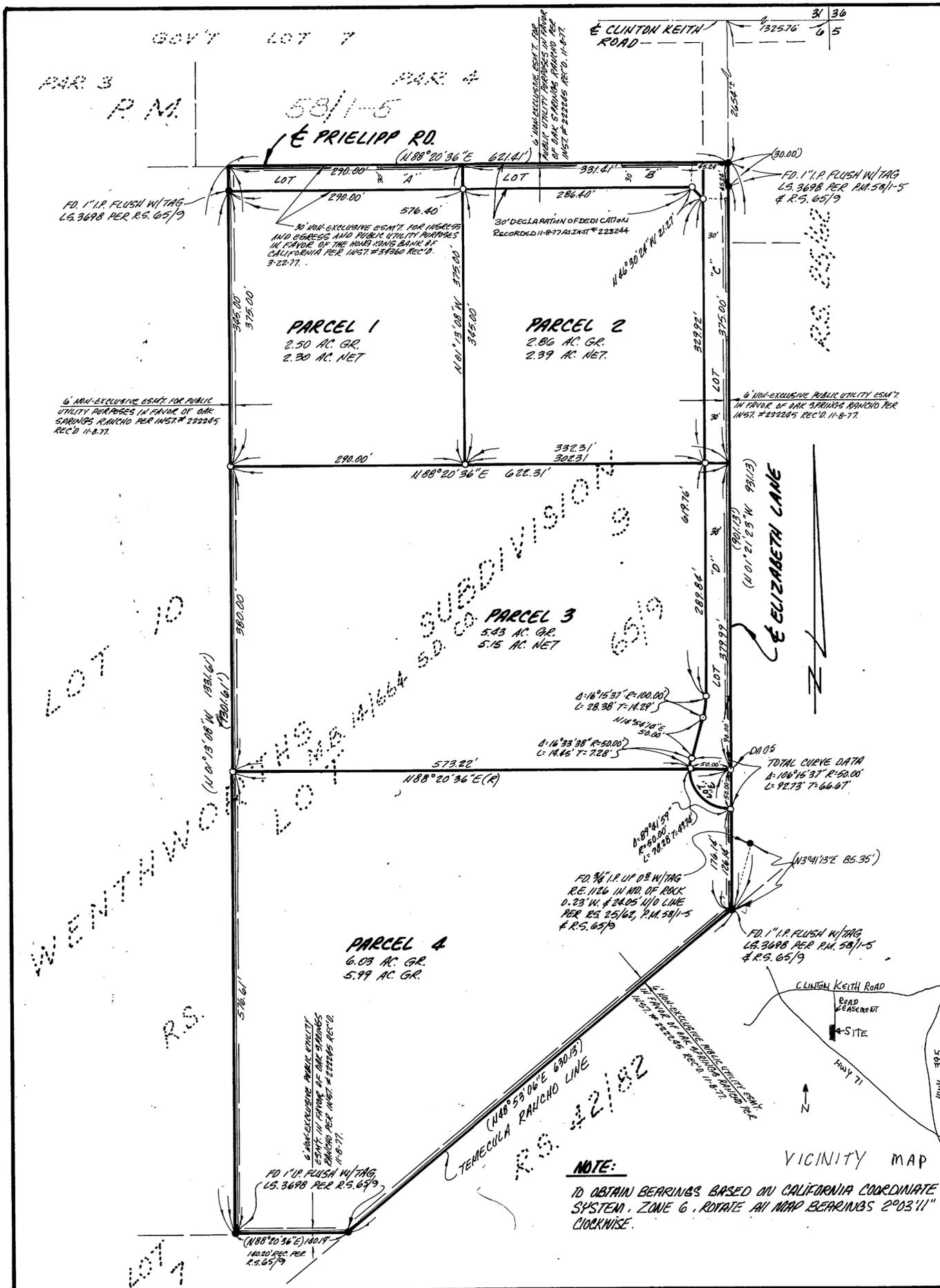
STATE OF CALIFORNIA
COUNTY OF Riverside
ON THIS 15 DAY OF November 1978, BEFORE ME the undersigned, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Carroll Anderson and June Rangren, KNOWN TO ME TO BE THE PRESIDENT, AND James W. Penn, KNOWN TO ME TO BE THE SECRETARY OF FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.
MY COMMISSION EXPIRES 8-27-1982. WITNESS MY HAND AND OFFICIAL SEAL

VIBIANA V. MORONES
NOTARY PUBLIC
RIVERSIDE COUNTY
CALIFORNIA
My Commission Expires August 27, 1982

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF Riverside
ON THIS 14 DAY OF Nov. 1978, BEFORE ME Wanda G. Bolen, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Wanda G. Bolen, KNOWN TO ME TO BE THE PRESIDENT, AND James W. Penn, KNOWN TO ME TO BE THE SECRETARY OF S-KRD ENTERPRISES, INC., A CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.
MY COMMISSION EXPIRES 5-25-81. WITNESS MY HAND AND OFFICIAL SEAL

Wanda G. Bolen
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE



NOTE:
TO OBTAIN BEARINGS BASED ON CALIFORNIA COORDINATE SYSTEM, ZONE 6, ROTATE ALL MAP BEARINGS 2°03'11" CLOCKWISE.

VICINITY MAP

Attachment 4

Attachment 5

NO FEE DOCUMENT

Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Engineer
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

The Above Space For Recorder's Use Only

OK to Accept: _____

City Project No.: 14-0010

Address: 24665 Prielipp Rd., Wildomar, CA 92595

Date: _____

APN(s): 380-280-008 Title Order No:

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT OF PUBLIC RIGHT-OF-WAY

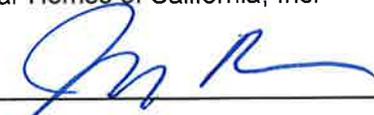
FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, Lennar Homes of California, Inc. ("GRANTOR"), hereby grants to the CITY OF WILDOMAR, a municipal corporation, a public right-of-way, on, over and under Grantor's Property, for the purpose of public use, construction repair and maintenance of public right-of-ways, highways and roadways, drainage conveyances, public utilities, together with any and all appurtenant structures ("Public Right-of-Way") all uses incidental thereto all that real property situated in the City of Wildomar, County of Riverside, State of California, described as follows:

(See attached Legal Description.)

Said Public Right-of-Way to be known as 28' of Right-of-Way on the westerly half of Summer Dain Lane and an east-bound right turn lane into Summer Dain Lane on Prielipp Road, City of Wildomar.

Executed this 7 day of JANUARY, 2015.

Lennar Homes of California, Inc.

By:  _____

By: _____

Print Name: Jeffrey T. Clemens

Print Name: _____

Title: Vice President

Title: _____

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

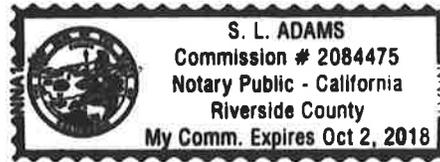
COUNTY OF RIVERSIDE

On January 7, 2015, before me, S.L. Adams, Notary Public, personally appeared Jeffrey T. Clemens, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: 
S.L. Adams, Notary Public



(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

RIGHT-OF-WAY DEDICATION

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 11793 AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 61, PAGE 38, RECORDS OF RIVERSIDE COUNTY CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1, SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF PRIELIPP ROAD (30.00 FEET IN HALF WIDTH) AS SHOWN BY SAID PARCEL MAP;

THENCE SOUTH 01°12'43" EAST (SOUTH 01°13'08" EAST PER SAID MAP), 345.00 FEET ALONG THE EAST LINE OF SAID PARCEL 1 TO A POINT ON THE SOUTH LINE THEREOF;

THENCE SOUTH 88°21'04" WEST, 28.00 FEET ALONG SAID SOUTH LINE;

THENCE NORTH 01°12'43" WEST (NORTH 01°13'08" WEST PER SAID MAP), 311.28 FEET ALONG A LINE PARALLEL TO AND 28.00 FEET WEST OF SAID EAST LINE OF PARCEL 1;

THENCE LEAVING SAID PARALLEL LINE, NORTH 56°22'01" WEST, 30.66 FEET TO A POINT LYING 16.00 FEET SOUTH, AS MEASURED AT RIGHT ANGLES TO SAID SOUTH RIGHT OF WAY LINE OF PRIELIPP ROAD;

THENCE NORTH 01°39'24" WEST, 11.00 FEET TO THE INTERSECTION OF A LINE PARALLEL TO AND 5.00 FEET SOUTH OF SAID RIGHT-OF-WAY LINE;

THENCE SOUTH 88°20'36" WEST, 50.00 FEET ALONG SAID PARALLEL LINE;

THENCE LEAVING SAID PARALLEL LINE NORTH 01°39'24" WEST, 5.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF PRIELIPP ROAD;

THENCE NORTH 88°20'36" EAST, 103.29 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF **BEGINNING**;

CONTAINING 10,536 SQUARE FEET MORE OR LESS

THIS DESCRIPTION ALSO BEING SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE A PART HEREOF.

THIS PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

Robert C. Ollerton 1-6-15
ROBERT C. OLLERTON, PLS 7731 DATE



EXHIBIT "B"

LINE DATA

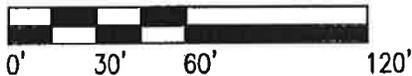
- ① N88°21'04"E 28.00'
- ② N56°22'01"W 30.66'
- ③ N01°39'24"W 11.00'
- ④ N88°20'36"E 50.00'
- ⑤ N01°39'24"W 5.00'
- ⑥ N88°20'36"E 103.29'

LEGEND



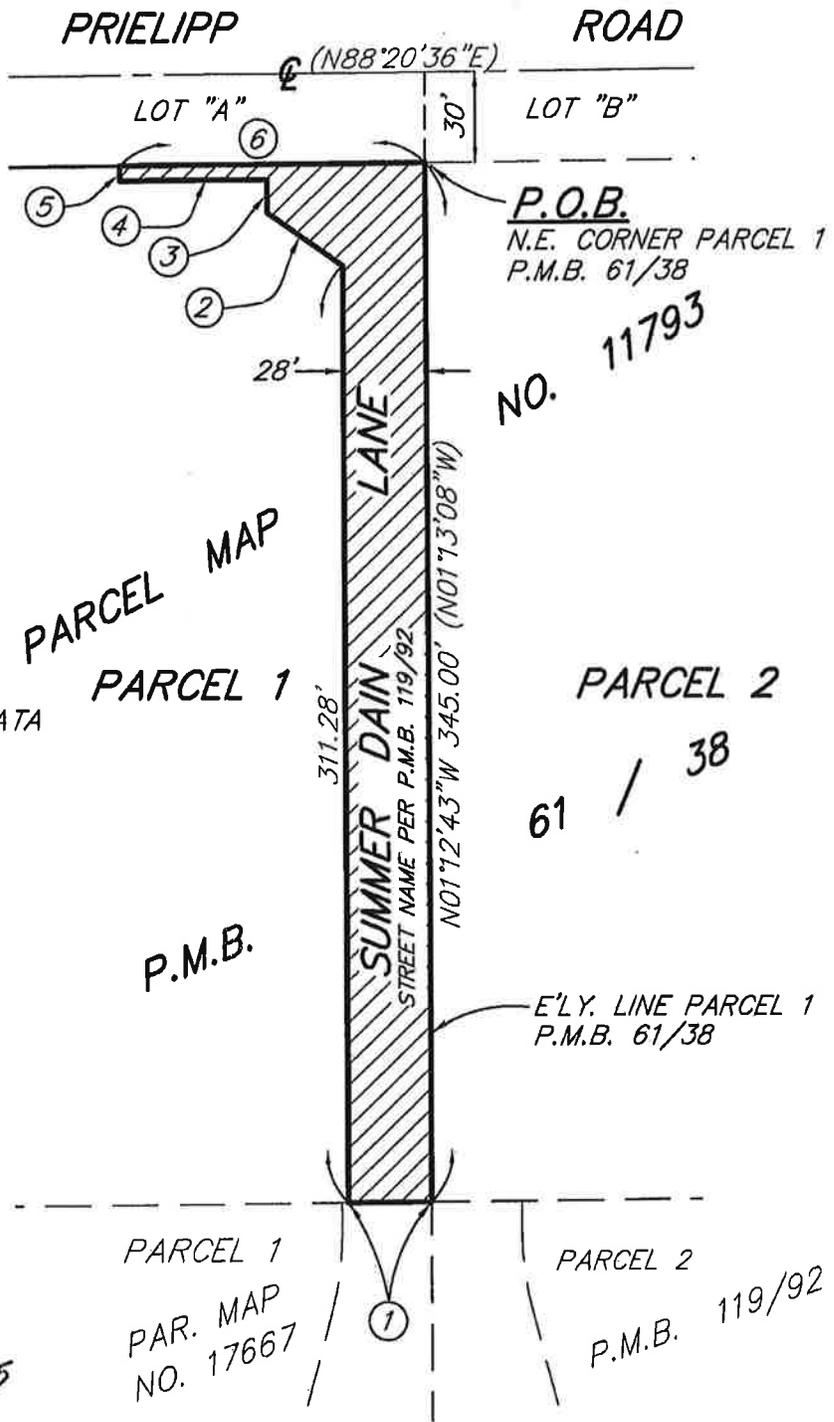
R/W DEDICATION

() INDICATES RECORD DATA PER P.M.B. 61/38



PREPARED UNDER THE SUPERVISION OF:

Robert C. Ollerton 1-6-15
 ROBERT C. OLLERTON, P.L.S. No. 7731



SB&O INC.

PLANNING ENGINEERING SURVEYING
 41889 Enterprise Circle North, Suite 128
 Temecula, Ca. 92590
 951-695-8900
 951-695-8901 Fax

City of Wildomar
 SUMMER DAIN LANE
 RIGHT-OF-WAY DEDICATION

JANUARY 2015

EXHIBIT "B"

SB&O JN 69552

SHEET 1 OF 1

Parcel name: R/W DEDICATION

North: 11161.3866 East : 10528.2601
① Line Course: S 88-21-04 W Length: 28.00
North: 11160.5809 East : 10500.2717
Line Course: N 01-12-43 W Length: 311.28
North: 11471.7913 East : 10493.6878
② Line Course: N 56-22-01 W Length: 30.66
North: 11488.7730 East : 10468.1603
③ Line Course: N 01-39-24 W Length: 11.00
North: 11499.7684 East : 10467.8422
④ Line Course: S 88-20-36 W Length: 50.00
North: 11498.3229 East : 10417.8631
⑤ Line Course: N 01-39-24 W Length: 5.00
North: 11503.3208 East : 10417.7186
⑥ Line Course: N 88-20-36 E Length: 103.29
North: 11506.3069 East : 10520.9654
Line Course: S 01-12-43 E Length: 345.00
North: 11161.3841 East : 10528.2625

Perimeter: 884.23 Area: 10,536 sq.ft. 0.24 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0035 Course: S 43-49-36 E
Error North: -0.00249 East : 0.00239
Precision 1: 252,637.14

Robert C. Ollerton

1-6-15



CITY OF WILDOMAR – COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: January 14, 2015

TO: Mayor and City Council Members

FROM: Debbie A. Lee, City Clerk

SUBJECT: Declare Two Vacancies on the Measure Z Oversight Advisory Committee

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Declare two vacancies on the Measure Z Oversight Advisory Committee, for seats currently held by Dawn DeVolder, and Monty Goddard; and
2. Direct the City Clerk to advertise for the vacancies.

BACKGROUND/DISCUSSION:

On November 6, 2012 Wildomar residents voted on a \$28 annual parcel tax (Measure Z) to assist in the funding of park operations and related park activities.

On February 28, 2013, the five chosen applicants were sworn in and drew lots to start the staggered terms process called out in the Resolution. Committee Members Dawn DeVolder and Monty Goddard received a two year term which ends this year.

At this time it would be appropriate to declare the scheduled vacancies and direct the City Clerk to advertise the vacancies. The City Clerk will advertise starting on Thursday, January 15, 2015, and will accept applications through Tuesday, February 17, 2015. These applications will be given to each Council Member as they are received and the appointments will be scheduled for the regular meeting of March 11, 2015.

FISCAL IMPACT:

Minimal cost for advertising.

Submitted by:
Debbie A. Lee
City Clerk

Approved by:
Gary Nordquist
City Manager

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

- Perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability or ability.
- Not undertake to operate or use vehicles, equipment or tools that I am unfamiliar with or have not been trained to operate properly and safely, and have not received specific authorization to use from my supervisor.
- Observe all safety rules and use provided safety equipment in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all City equipment and identification upon request or at end of assignment.

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

As a Volunteer, I understand that:

- I give the City of Wildomar permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, and law enforcement records. I understand that volunteer positions may be conditional upon favorable background information as determined by the City of Wildomar.
- The City of Wildomar is not obligated to provide me with a volunteer placement. I also understand that I am not obligated to accept the volunteer position offered.
- Volunteers are expected to immediately inform us if they are unable or unwilling to perform a requested task. Physical requirements of tasks may involve sitting, standing, walking, stooping, kneeling, climbing, talking, listening, reading, handling (lifting, pushing, pulling), objects, handling heavy objects, operation tools, operating power tools, operating vehicles.
- Volunteer positions are charitable contributions to the City of Wildomar without compensation or benefit of any kind or consideration of future employment.
- I have the obligation to notify my supervisor of an injury incurred while volunteering.
- I agree to be subjected to the policies and procedures of the City of Wildomar.
- I am not an employee of the City of Wildomar.
- The City of Wildomar reserves the right to terminate my volunteer status at any time.

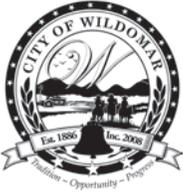
VOLUNTEER CONSENT

Your signature below indicates that you have read each of the above items and you agree to be bound by them.

Applicant Name (print)

Applicant Signature

____/____/____
Date



**Wildomar Community Parks Funding Measure Citizen's
Oversight Advisory Committee
Supplemental Questionnaire**

PRINT NAME: _____

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Signature

Date

1. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

2. What is your understanding of the role and responsibilities of the Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee

3. Why did you apply for the Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee and what do you hope to accomplish by your participation?

4. What qualities or experience would you bring that would be an asset to the Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee?

5. What is your experience with governmental accounting?

Is there an advantage of line item budgeting verses a zero based budgeting? Please describe.

6. What is your experience with governmental or nonprofit audits?

7. What is your experience with vendor selection and contract review in the public sector?

8. What is your experience in park maintenance?

What is your standard level of service for maintenance?

9. What is your experience in Recreation Programs?

10. What do you feel are some of the key issues facing City parks in the next 5 to 10 years?

11. Describe your goals as part of the Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.8
CONSENT CALENDAR
Meeting Date: January 14, 2015

TO: Mayor and City Council Members
FROM: Debbie A. Lee, City Clerk
SUBJECT: Appointments to the Public Agency Risk Sharing Authority of California (PARSAC)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, RESCINDING RESOLUTION NO. 2011-03 AND
RESOLUTION NO. 2013-33 AND APPOINTING A REPRESENTATIVE
AND ALTERNATE TO THE PUBLIC AGENCY RISK SHARING
AUTHORITY OF CALIFORNIA (PARSAC) BOARD OF DIRECTORS

BACKGROUND:

At the City Council meeting of December 10, 2014, the City Council made appointments to some of the various regional committees, commissions, and boards. One of these appointments was to the Public Agency Risk Sharing Authority of California (PARSAC). The City Council appointed the Council Member Marsha Swanson, as the representative, and Administrative Analyst Janet Morales, as the alternate.

In order for PARSAC to recognize these changes the Council must adopt a formal Resolution and also rescind Resolution No. 2011-03 and 2013-33. Once adopted, the City Clerk will send a certified copy of the Resolution to PARSAC after which the City's representative and alternate will be official.

PARSAC also recommended that the Resolution appoint representatives by title, rather than by designating a specific person. In this way when the City Council reorganizes it will not have to adopt another Resolution unless the Council wishes to appoint someone other than "one Council Member" or "Risk Manager".

Staff has worked with PARSAC to ensure that the way in which the appointments are done are to the satisfaction of PARSAC to avoid any problems.

FISCAL IMPACTS:

None.

Submitted by:
Debbie A. Lee, CMC
City Clerk

Approved by:
Gary Nordquist
City Manager

RESOLUTION NO. 2015 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, RESCINDING RESOLUTION NO. 2011-03
AND RESOLUTION NO. 2013-33, AND APPOINTING A
REPRESENTATIVE AND ALTERNATE TO THE PUBLIC AGENCY
RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC) BOARD OF
DIRECTORS**

Whereas, the City of Wildomar (the "City") is a party to the Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California, dated December 2, 2010 (the "Joint Powers Agreement") and, as such, is a Member Agency of the Public Agency Risk Sharing Authority of California ("PARSAC"), as that term is defined in the Joint Powers Agreement; and

Whereas, pursuant to the Joint Powers Agreement, each Member Agency of PARSAC is required to appoint a Director and an Alternate Director to act in the Director's absence, to represent the City/Town as if the City/Town itself were present and acting on the PARSAC Board of Directors for all matters which come before such Board of Directors, and also for the Director to be eligible for serving on the PARSAC Executive Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wildomar, California, does hereby rescind Resolution Nos. 2011-03 and 2013-33 in their entirety; and

BE IT FURTHER RESOLVED that the City Council hereby appoints one Council Member to serve as its Director on the PARSAC Board of Directors to act on behalf of the City; and appoints the Administrative Analyst to serve as Alternate Director in the absence of the Director; and

BE IT FURTHER RESOLVED that the City Clerk is instructed to inform the Secretary of PARSAC of the above appointments by sending a certified copy of this Resolution to PARSAC's business office.

PASSED, APPROVED, AND ADOPTED this 14th day of January, 2015.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: January 14, 2015

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tentative Parcel Map No. 32257 & CUP No. 3403 – Minor Change and Amended Phasing Agreement (Canyon Plaza) Planning Application No. 08-0179 (Continued from 12-10-14)

STAFF REPORT

RECOMMENDATION

Staff recommends the City Council continue the open public hearing to the February 11, 2015 Council meeting.

DISCUSSION

The City Council reviewed the receive and file report at its October 8, 2014 meeting in accordance with Section 16.12.160 of the Zoning Ordinance. As a result of the discussion, the Council voted (5-0) to bring the full project to a public hearing before the Council at its November 12, 2014 meeting.

At the Applicant's request, action set for the November 12 meeting was continued to the December 10, 2014 Council meeting to allow the applicant additional time to address comments from the October 1, 2014 Planning Commission meeting (refer to Attachment B). At the December 10, 2014 meeting, the Council continued action on this agenda item (at the request of the Applicant).

At this time, the Applicant is requesting a final continuance to the February 11, 2015 City Council meeting finalize the responses and prepare for the hearing at the February meeting.

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

- A. Original Continuance Letter from the Applicant
- B. Public Comment Letters

ATTACHMENT A

Original Continuance Letter



CITY OF WILDOMAR CITY COUNCIL
23873 Clinton Keith Road
Wildomar, CA 92595

In re Bundy 1-15 LP Tentative Tract Map 32557/cup 3403
PA 08-0179 | APN 367-100-019 & 367-100-020
Public Hearing Date: December 10, 2014

Dear City Council:

After careful consideration, we are hereby requesting time to properly address comments received from Mr. Ray Johnson and Mr. George Taylor respectively. Accordingly, we humbly ask to be removed from the December 10, 2014 hearing, and to have our matter continued or moved to the January 14, 2014 hearing date.

This time will be used to author a detailed response to both "comments" and is vital to our ability to interpret how our project can better respond to Mr. Johnson & Mr. Taylor.

Please confirm via reply that our item has indeed been removed and continued accordingly.

Thanking you in advance for your time and consideration I remain,

Respectfully yours,

A handwritten signature in blue ink that reads "Hagop Kofdarali".



Jack - Hagop Kofdarali
President
Post Office Box 1958
Corona, CA 92878
Office No. (951) 280-3833
fax (951) 280-3832
e-mail jack@jntmgmt.com



ATTACHMENT B

Public Comment Letters

Matthew Bassi

From: GEORGE TAYLOR <gwrmt@msn.com>
Sent: Thursday, October 02, 2014 12:23 AM
To: Debbie Lee; Matthew Bassi; Dan York; George Taylor
Subject: Question item 2.2 Canyon Plaza agenda item.

Debbie

Would you please make this e-mail a part of the official minutes or record for the 1 October 2014, Wildomar Planning Commission Meeting. for resolution 14-16.

Please be advised that I attended the October 1, 2014 Planning commission meeting this evening. When this item came up, I put in a request to speak. While most of the concern was with regard to storm drain issues, the second resolution (14-16) involved an applicant attempting to obtain approval for A C.U.P. to construct a fast food structure at the south east parcel corner of the I-15 Freeway and Bundy Canyon Road in a previously approved plot plan.

I had asked several questions regarding ingress and egress to this fast food establishment during the open hearing but was unable to get an answer on the record from the applicant.

As a result, I am requesting formerly, via this e-mail, that my concerns are made a part of the record regarding Resolution # 14-16 with respect to both pedestrian and vehicle flow both into and out of this facility. It is my concern for the fact that this business will attract many high-school children as does the existing jack in the box business does, at the northwest corner of the freeway and Bundy Canyon Rd. However, the jack in the box is before the children reach the freeway and do not need to cross either the off and on ramps before they reach their destination.

With respect to the proposed C.U.P. for this new parcel, groups of children heading south to both of the housing tracts that straddle Bundy canyon need to cross both the southbound "on ramp" and the north bound "off ramp" of the I-15 Freeway.

While I am not in favor of more fast food businesses in our city, I am not opposed to putting it there, but am concerned with how walk-in patrons will access it, given the vehicle traffic that keeps increasing in numbers coming off the freeway. As an example, in the morning at the stop sign at Almond and Bundy, there are hords of kids crossing the street to go to school while traffic backs up to let these children cross, it is constant grid lock because they don't wait before crossing, they just keep coming, forcing cars to sit there for abnormally longer periods of time.

Now consider the short north-bound off ramp from the I-15, there is a signal, but if there are pedestrians in numbers in the cross walk, the vehicle has to remain stationary but the traffic signal timer keep on moving and back up occurs.

The other concern that I wanted to know about while the applicant was in the room, was, How, in what way, were vehicles using the drive-up going to enter and leave the business given the amount of vehicles that I see going in and out of the Shell gas station.

Please consider the gas station traffic in and out and a parade or caravan of vehicles also going in and out of the fast food business after being in a lined up caravan waiting to place an order or after getting the food.

In my opinion, the traffic congestion will be detrimental for both businesses, and a possible hazard to pedestrians if having to enter via the gas station.

It is my sincere wish that some thought has gone into the traffic flow pattern prior to bringing the project to the planning commission who were more concerned with the storm drain than with public safety of the patrons both at the gas station and at the fast food business.

I understand that both issues are important, but here should have been an equal exchange between the applicant and the commission because of resolution 14-16.

Please respond with what the conditions of approval were regarding the C.U.P. that were required for this business, or lead me to where I could look at them to satisfy these concerns for public safety.

I sincerely can not believe that access, pedestrian wise, would require people to enter via the gas station entrance on foot, but only because I was not made aware of how these concerns would be mitigated via a proper presentation by the applicant and questioning by the commission and the public, at the meeting.

Respectfully Submitted,

George W. Taylor
Concerned Wildomar Citizen at the Farm.

Johnson Sedlack

ATTORNEYS AT LAW

Raymond W. Johnson, Esq. AICP
Carl T. Sedlack, Esq. Retired
Abigail A. Smith, Esq.
Kimberly Foy, Esq.
Kendall Holbrook, Esq.

26785 Camino Seco, Temecula, CA 92590

E-mail: EsqAICP@gmail.com

Abby.JSLaw@gmail.com
Kim.JSLaw@gmail.com
Kendall.JSLaw@gmail.com
Telephone: 951-506-9925
Facsimile: 951-506-9725

RECEIVED

OCT 01 2014

CITY OF WILDOMAR

October 1, 2014

Planning Commission
City of Wildomar
23873 Clinton Keith Road Suite #111
Wildomar, CA 92595
c/o Debbie Lee
City Clerk
dlee@cityofwildomar.org

VIA Hand Delivery

RE: Canyon Plaza Retail Center (CUP 3403/PM32257 – PA 08-0179) Addendum, Minor Changes, and Phasing Agreement Amendment, Agenda Item 2.2

Greetings:

I submit these comments on behalf of Alliance for Intelligent Planning and concerned area residents concerning the Addendum to the Mitigation Negative Declaration (MND)/Mitigation Monitoring & Reporting Program (MMRP), the alleged “minor change” to Tentative Parcel Map No. 32257, and amendment to the Phasing Agreement or the Canyon Plaza Retail Center (the “Project”).

The Project is located at the southeast corner of the I-15 Freeway and Bundy Canyon Road and consists of six commercial parcels and a seventh parcel for a right-of-way. The Project was originally approved on July 15, 2009. Since that time, the City of Wildomar (“City”) approved a Phasing Agreement for the development of Parcel Map 32257, and the gasoline service station/mini-mart/retail space/car wash was constructed and is occupied.

The Applicant now proposes to modify Tentative Parcel Map No. 32257 with the so-called “minor change” of relocating the 48” storm drain and adding new conditions of approval to the map related to the relocated storm drain. However, these “minor changes” will significantly increase the severity of previously identified mitigated effects to hydrology and water quality. (Title 14 Cal. Code Regs. § 15162-15164.) Thus, subsequent environmental review is necessary.

The Sedco MDP Line F lies north of the Project site and flows into a roadside ditch on the north side of Bundy Canyon Road with a 24” CMP inlet to carry water across the street and discharge onto the Project site. (Drainage Study.) The runoff exceeds the capacity of this ditch and the storm water from the Sedco MDP Line F flows onto the Project site and eventually drains into a

72" CMP which outflows onto vacant land south of the Project site. (Drainage Study.) The Project was designed and approved to widen Bundy Canyon Road and remove the existing retention basin and 48" CMP stub north of Bundy Canyon Road. (Drainage Study.) The Original Project required a new 48" RCP to connect to the existing 48" RCP and run southwesterly through the Project site and discharge offsite in to the existing 72" CMP. (Drainage Study.)

The MND found that the Project would have significant impacts to hydrology and water quality, but such impacts would be less than significant with mitigation incorporated. (MND pp. 27-29.) Specifically the MND states that the Project would not violate any water quality standards or waste discharge requirements and would not create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff with mitigation incorporated into the Project. (MND p. 27.) However, the change to the location of the 48" RCP will significantly increase the severity of these impacts.

The proposed changes to the Project will relocate the 48" RCP that was designed to connect the existing 48" RCP north of the Project to the 72" CMP southwest of the Project site. The proposed changes will move the 48" RCP north of the project site and will alter the existing drainage pattern of the site which flows from the north toward the southwest. (See MND p. 27.) Relocating the 48" RCP to run north along Bundy Canyon Road will alter the drainage to flow from the east to the west along Bundy Canyon Road into an existing culvert at the I-15 freeway. This existing 60" culvert extends westerly along Bundy Canyon Rd. and then discharges into a vacant lot at the southwest corner of Bundy canyon and Orange Street where it then discharges and sheet flows westerly to the High School. (It should be noted that all this drainage then is required to flow into a single 18" CMP under the high school.) The severity of the significant impacts to hydrology and water quality will be significantly increased by the change in location of the 48" storm drain. **The result of this change will be to add additional flow to the 60"RCP that discharges just east of the High School then sheet flow west to the High School and will increase severe flooding that already occurs at the High School. (See attached pictures)** If the drainage is required to connect to the existing 72" CMP to the south of the project, **as required in the original plans and evaluated in the original Initial Study and Hydrology Study**, it will then discharge into a creek with a defined channel well to the south of the High School and will not cause any flooding of the High School. This is a substantial change in the project compared to the project that was evaluated in the original Initial Study. **This change has and will result in substantial flooding of the High School.** (These comments are based upon my professional experience as a planner and hydrology studies completed for litigation of another project on Bundy Canyon Rd. just west of Orange Street.)

The approval of an Addendum to the MND/MMRP is improper, and subsequent environmental review is necessary to adequately consider the extent of the environmental impacts due to the change of the location of the storm drain and increased effects to flooding, hydrology and water quality as well as changes to the conditions requiring a traffic signal prior to the first occupancy.

The changes also revise, without stating it, the condition of approval requiring the installation of a traffic signal on Bundy Canyon Rd prior to occupancy of any portion of the project. The new

condition does not require that it be constructed prior to occupancy of the first building any longer.

Additionally, the Mitigation Monitoring and Reporting Program in Exhibit 1 the Addendum to MND for TPM No. 32257 & CUP 3403 of Attachment A references a different project. The Introduction paragraph of the MMRP states, "This document is the Mitigation Monitoring and Reporting Program (MMRP) for the 2013-2021 Housing Element update." This error should be corrected and should clarify that it is the MMRP for the Project.

Given that the change to Tentative Parcel Map No. 32257 and changes in circumstances create potential significant environmental impacts, the Addendum to the MND/MMRP and minor changes to Tentative Parcel Map No. 32257 should not be approved. Subsequent or supplemental environmental review is necessary to evaluate the increased significant impacts to flooding, hydrology and water quality based on these changes as well as changes to the conditions related to the installation of the traffic signal on Bundy Canyon Rd. **It seems to be a little late to be making these changes since the first building is already built and occupied.**

Thank you for your consideration of these comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Raymond W. Johnson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Raymond W. Johnson Esq. AICP LEED GA

Attachments:

Resume RWJ

Flood Photos

Site Plan 12/15/2008

Blowup of Drainage Connection

RAYMOND W. JOHNSON, Esq., AICP LEED GA
26785 Camino Seco
Temecula, CA 92590
(951) 506-9925
(951) 506-9725 Fax
(951) 775-1912 Cellular

Johnson & Sedlack, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

City Planning:

Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Thirty years subdivision design: residential, commercial and industrial
- Thirty years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
 - Review and supervision of preparation of EIR's and joint EIR/EIS's
 - Preparation of Negative Declarations
 - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:
 - Sierra Club
 - San Bernardino Valley Audubon Society
 - Sea & Sage Audubon Society
 - San Bernardino County Audubon Society
 - Center for Community Action and Environmental Justice
 - Endangered Habitats League
 - Rural Canyons Conservation Fund
 - California Native Plant Society
 - California Oak Foundation
 - Citizens for Responsible Growth in San Marcos
 - Union for a River Greenbelt Environment
 - Citizens to Enforce CEQA
 - Friends of Riverside's Hills
 - De Luz 2000
 - Save Walker Basin
 - ○ Elsinore Murrieta Anza Resource Conservation District

Education:

- B. A. Economics and Political Science, Kansas State University 1970
- Masters of Community and Regional Planning, Kansas State University, 1974
- Additional graduate studies in Economics at the University of Missouri at Kansas City
- J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals
- Member, U.S. Green Building Council, LEED GA

Johnson & Sedlack, Attorneys at Law

26785 Camino Seco
Temecula, CA 92590
(951) 506-9925

12/97- Present

Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

Planning-Environmental Solutions

26785 Camino Seco
Temecula, CA 92590
(909) 506-9825

8/94- Present

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants.

San Bernardino County Planning Department

Environmental Team
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

6/91-8/94

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department

General Plan Team
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

6/91-6/92

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community.

San Bernardino County Planning Department

North Desert Regional Planning Team
15505 Civic
Victorville, CA
(619) 243-8245

6/90-6/91

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting

229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640

2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track. Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co.

Lee's Summit, MO

6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.

Lee's Summit, MO
Owner

9/78-5/84

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association

Lee's Summit, Mo.
Project Coordinator

6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

City of Lee's Summit, MO

220 SW Main

Lee's Summit, MO 64063

Community Development Director

4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff

9200 Ward Parkway

Kansas City, MO 64114

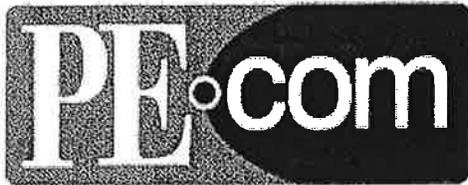
(816) 333-4800

Economist/Planner

5/73-4/75

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

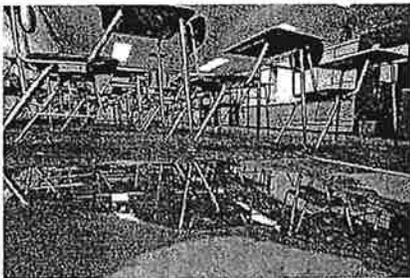
Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS.



WILDOMAR: Cleanup, repairs in storm's wake

BY MICHAEL J. WILLIAMS

2014-09-17 14:56:01



Calm, focused cleanup and repair efforts could be seen here and there in Wildomar and adjacent areas Wednesday, a far cry from the three hours of havoc, panic and dismay caused by a hard-hitting thunderstorm Wednesday afternoon.

Thunder, lightning, pounding rain and whipping winds knocked out power lines, blew down trees and branches, flooded roads, inundated properties and drove frightened pets into the streets.

Nearly two inches of rain reportedly fell on sections of Wildomar, southern Lake Elsinore, La Cresta and Lakeland Village after the storm

swooped in around 2 p.m.

In addition to responses from police, fire and Southern California Edison, the city sent out crews to clear roads – especially heavily hit Bundy Canyon Road, a major east-west thoroughfare on the north side of town.

“We had crews working through the night and into the morning to clean up Bundy Canyon,” said Wildomar Public Works Director Dan York.

Water streaming down west-facing slopes swamped Bundy Canyon at Interstate 15 and rushed onward to engulf much of the Elsinore High School campus, which appeared to experience the most damage of any single entity in Wildomar.

Assistant Principal Don Nicholson said school had just let out and students were leaving the campus when the lightning, thunder and rain came.

“I’ve been in education for 22 years and I’ve never seen anything like that,” Nicholson said. “It came down hard and fast. ... It felt like we were in a tornado or something.”

Lake Elsinore Unified School District spokesman Mark Dennis said phone calls starting coming into the district about campus problems soon after the storm – what meteorologists describe as a microburst – occurred.

“By 3 o’clock, it was starting to sink in that something really dramatic had happened,” he said.

Wednesday, however, the campus had returned to normal, except for mopup and repair work. Classes were in session. The courtyard was mostly dry, though gravel, dirt and vegetative debris remained to be removed.

District board President Heidi Dodd said it was quite a transformation from the night before.

“This area was completely under water; this was a lake,” she said. “I’m thrilled with the great work that was done last night. Everyone pitched in.”

Two buildings and the administrative and counseling offices that had flooded were out of commission until cleanup and repairs were completed.

The worst damage appeared to have occurred at the baseball field; a dugout was destroyed and a batting cage was blown over.

A quick response saved the school's basketball court. Coaches were joined by the Elsinore and Temecula Valley water polo teams in thwarting flooding and damage. The match between the two schools was canceled because of lightning.

Dennis said it was too early in the process to calculate a cost of the damage. Two other campuses in the area, Wildomar and William Collier elementary schools, also sustained some damage, Dennis said.

The Southwest Communities Animal Shelter in Wildomar experienced power outages and some roof leaks, said Executive Director Willa Bagwell. Volunteers were sweeping up dirt and debris in the parking lot Wednesday.

The biggest storm-related issue for the shelter, she said, was an explosion of stray dogs turned in after they had broke loose from their owners and were picked up by residents. She said the shelter took in 22 dogs that afternoon.

"They were just opening their (car) doors and running in here with these dogs," she said.

Contact the writer: 951-368-9690 or michaelwilliams@pe.com

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Tuesday's storm caused water and mud damage to classrooms on the campus of Elsinore High School. School staff were cleaning up mud and debris from the storm that left flooding, and damage throughout Wildomar on Wednesday, Sept. 17, 2014.

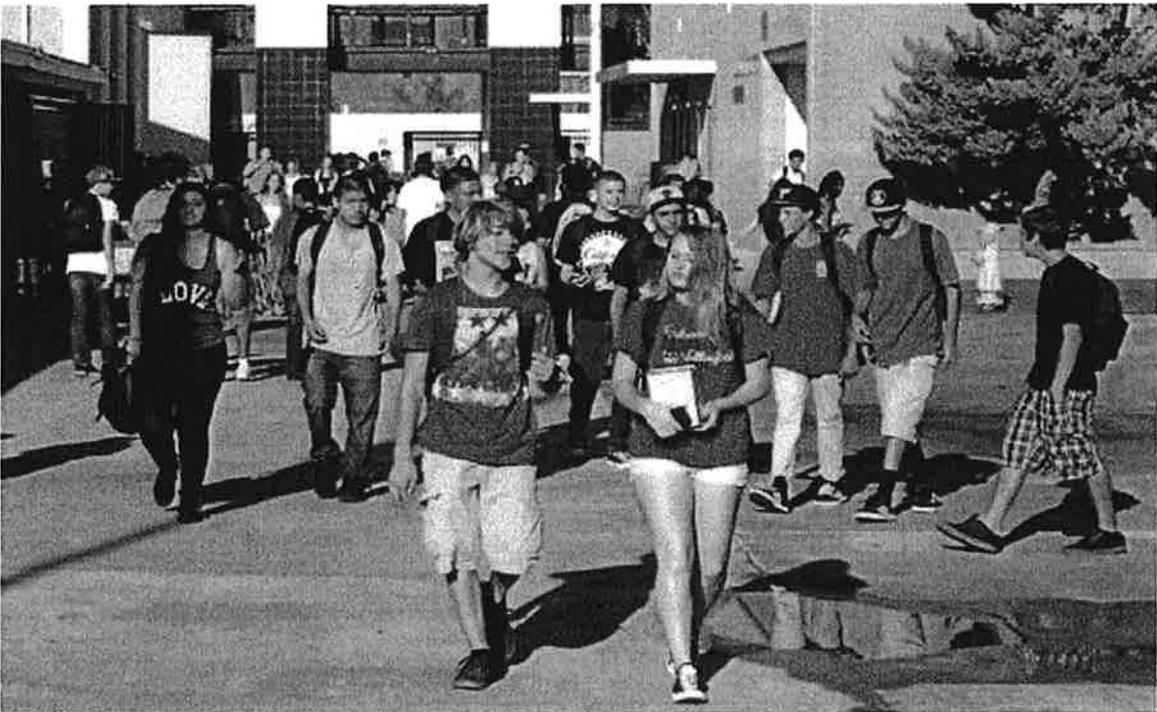
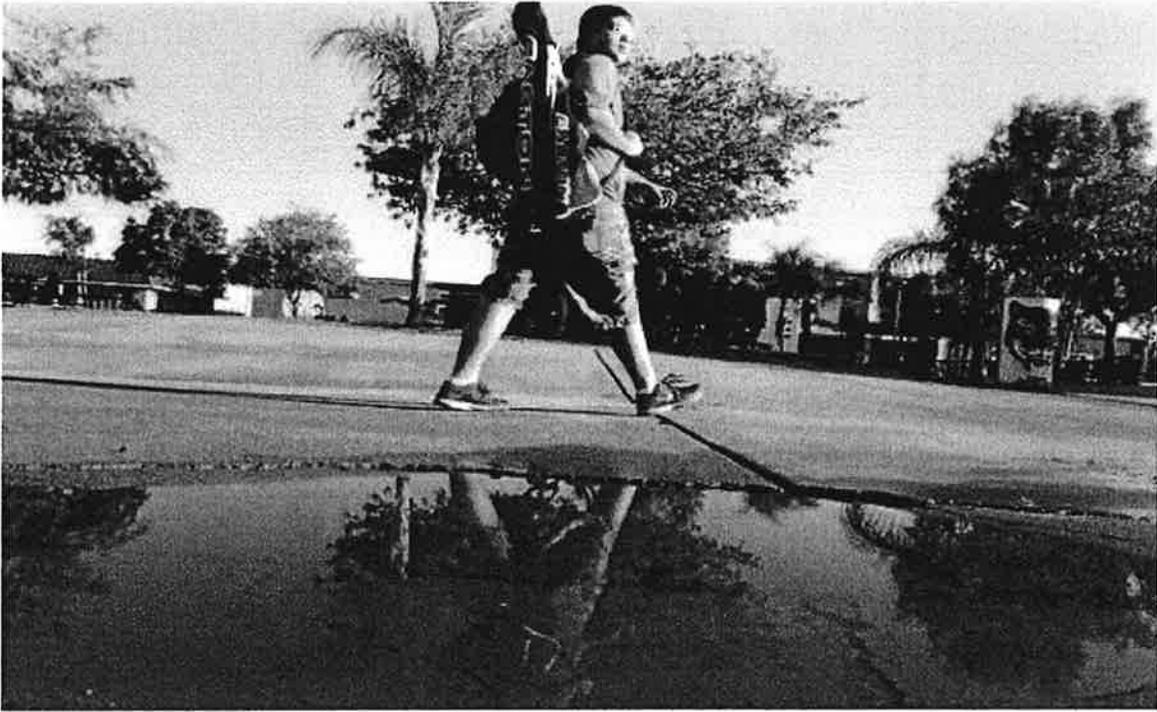




Tuesday's storm caused water and mud damage to classrooms on the campus of Elsinore High School. School staff were cleaning up after the storm that left behind flooding and damage throughout Wildomar on Wednesday, Sept. 17, 2014.



Students make their way on to campus as school officials clean up at Elsinore High School after a storm leaves behind flooding, damage in Wildomar, September 17, 2014.



Students make their way on to the campus at Elsinore High School on Wednesday, Sept. 17, 2014, after a storm left behind flooding and damage throughout Wildomar on Tuesday.

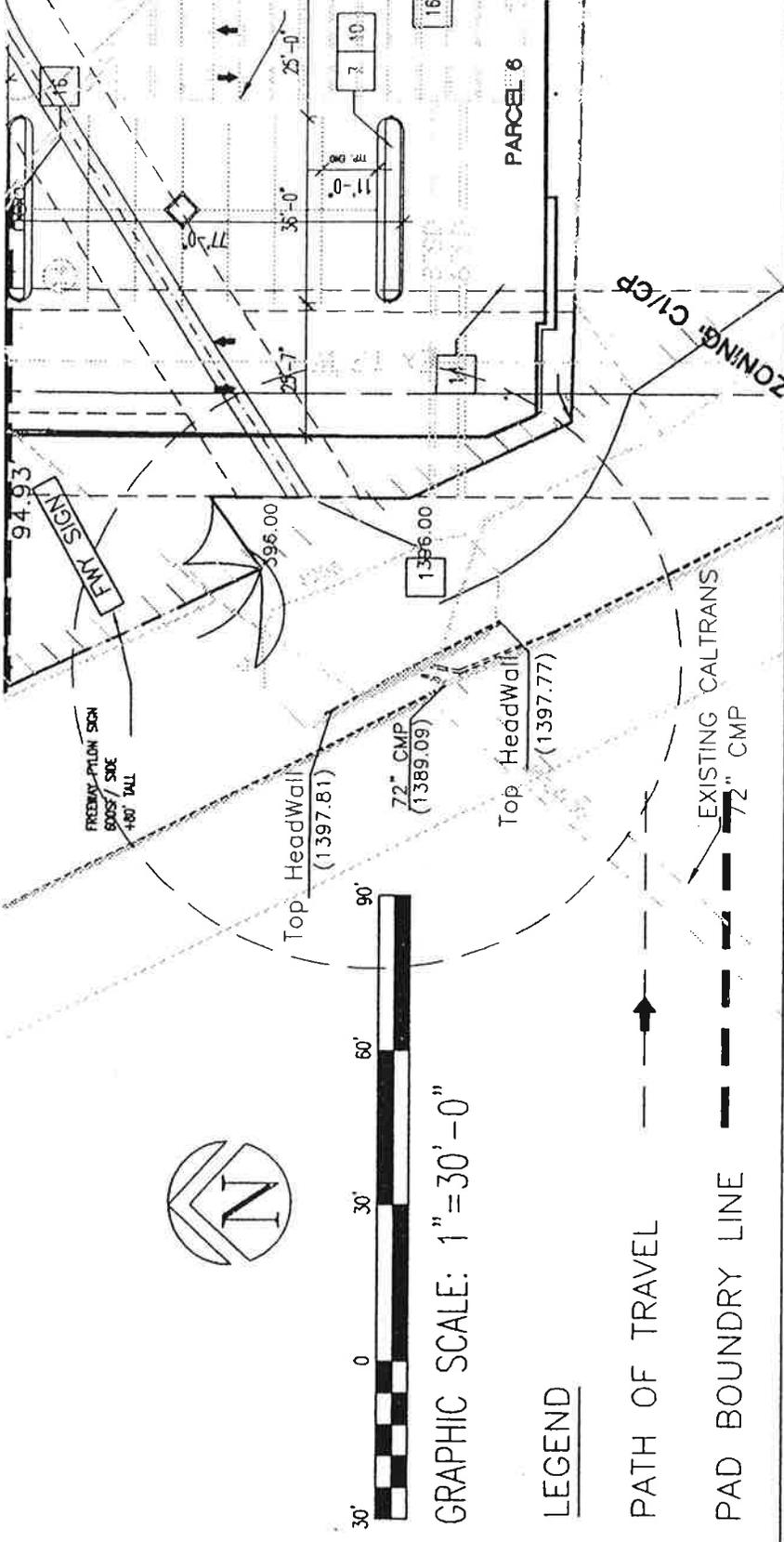


School staff member Paul Parenteau uses a shovel to scrape up some of the mud that flowed onto the campus at Elsinore High School on Wednesday, Sept. 17, 2014, after a heavy storm left behind flooding and damage throughout Wildomar on Tuesday.



Josh Mativa hoses down mud damage on the campus at Elsinore High School on Wednesday, Sept. 17, 2014, after a storm left behind flooding and damage throughout Wildomar on Tuesday.





KEY NOTES

- | | | | | |
|---|------------------------------|----|---|----|
| 1 | PROPERTY LINE | 11 | = | 12 |
| 2 | PROPOSED COMMERCIAL BUILDING | 13 | | 14 |
| 3 | OPEN CONC. PATIO | 14 | | 15 |
| 4 | ACCESSIBLE PARKING AND RAMP | 6 | | |
| 5 | ACCESSIBLE PATH OF TRAVEL | 7 | | |
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DRIVE THRU

LANDSCAPE

2' CAR OVERHANG

TRASH & RECYCLE ENCLOSURE

6" CONC. CURB

FROM: George W. Taylor
34041 Harrow Hill Rd.
Wildomar, CA. 92595

6 October 2014

TO: City of Wildomar
23873 Clinton Keith Rd.
Wildomar, CA. 92595

RECEIVED
OCT 06 2014
CITY OF WILDOMAR

ATTN: City Council

SUBJECT: Public Safety, both Pedestrian & vehicle, Item 1.6 Consent Calendar.

1. Some years back I was a member of the Wildomar Land Review that had Public Safety traffic issues with the original project, to which the city inherited from the County after incorporation.
2. We were successful in getting the entrance to the project moved more to the East because of the adjacent freeway off ramp traffic, with no traffic control, and the project entrance proximity to it. We managed a stop sign, and ultimately the traffic signal.
3. I attended the Wildomar Planning Commission meeting held the evening of 1 October 2014 at the City Hall, as I normally do, and had concerns with respect to this same project as Item 2.2 on the agenda, and modification as affected the C.U.P. for the fast food applicant as was identified in PC Resolution 14-16.
4. Most all of the discussion involved a storm drain issue for the modification and little time was devoted to any other issue, to which I spoke of, during the open hearing. The applicant had nothing to say, and I was not able to get any answer to my public safety concern.
5. As it stands now. The applicant will be able to realize revenue if he is permitted to go forward, if all of this modification is allowed to be approved. I have no issue with the storm drain but do have a concern with public safety.

6. The city, on the other hand, may be the recipient of unwanted law suits stemming from pedestrian and / or vehicle injuries, for not considering and not mitigating these issues in the way of improvements and / or proper conditions of approval directed to the applicant.

7. On 6 October I was granted a meeting with Mr. Matthew Bassi, the City Planning Director, and with Mr. Dan York, The City public Works Engineer, to discuss my issues. Both conceded that I had valid public safety concerns.

7. Presently these concerns are for Pedestrian (School Children) movement from the High-school to take advantage of this fast food business, as they presently do in regard to the existing "Jack in the Box" business and the mixture of same, with vehicles in and out of the shell gas-station, that is the subject of this particular project under item 1.6 in the consent calendar. (Note that there are no freeway concerns with the "Jack in the Box" business.)

8. In the way of background:

- a. The City has installed an asphalt; three foot wide; side walk between the high school and Orange Street.
- b. There appears to be a 2 foot wide concrete sidewalk between Orange Street and the South bound freeway on ramp.
- c. There is also a narrow concrete sidewalk extending East from the Southbound on ramp, then under the freeway, to the Northbound off ramp of the freeway.
- d. There is what appears to be a 3 foot wide sidewalk that extends further East along the North side of the existing Shell gas station.
- e. There is what appears to be about a 30 inch wide concrete sidewalk that is connected to the 3 foot wide sidewalk at the north perimeter of the Shell gas station that runs south along the west perimeter of the gas station that is not a part of the fast food project, and that is fenced off from the fast food project.
- f. There is no side walk between the northbound on ramp and sellers rd.

g. There is no traffic signal to the East of the existing Signal at the northbound off ramp of the freeway.

9. While the applicant is basically responsible for conditions in front of his or her project. The addition of this business will create more than normal pedestrian traffic in a existing hazardous location from both sides of Bundy Canyon Road. (I.E. the lack of sidewalks along the north side of Bundy Canyon in front of the applicant business coupled with the children attempting to run across Bundy Canyon road to reach the new business).

10. Presently there is no sidewalk entrance connected to the existing east / west 3 foot wide sidewalk in front of this project. Since the existing sidewalk is on the gas station property, the only access, unless there is no walls or dividing partitions between the gas station and this business property , the kids will have to walk further East and intermingle with the vehicular traffic coming into, and going out of the gas station. An accident waiting to happen.

11. In my opinion, unless this concern for the project is tabled for more review, and a determination is made , to identify what part the city should mitigate and what part the applicant should mitigate , I believe that there could be consequences in the future.

If you drive the area, you can visualize what I see.

Respectfully submitted,

George W. Taylor
Concerned Citizen Of Wildomar.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: January 14, 2015

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Annexation No. 1 into Community Facilities District No. 2013-1 (Services) for CV Communities (Tract 25122 and 32078)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council open the public hearing and continue the item to February 11, 2015.

BACKGROUND:

On December 10, 2014 the City Council approved a Resolution declaring its intention to annex territory to Community Facilities District No. 2013-1 (Services) and set the public hearing for January 14, 2015. The developer, CV Communities LLC, property owner of two residential tracts within the City (TR 25122 and TR 32078) has requested the public hearing be continued to February 11, 2015.

FISCAL IMPACT

No fiscal impact with this action.

Submitted by:
Dan York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: January 14, 2015

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Baxter/Susan General Plan Amendment Initiation Proposal (GPIP) - Planning Application No. 14-0078

STAFF REPORT

RECOMMENDATION:

The Planning Commission recommends that the City Council not allow the Applicant's request to initiate a General Plan Amendment from Very Low Density Residential (VLDR) to Medium Density Residential (MDR) for the property located at the southeast corner of Baxter Road and Susan Drive (APN: 376-340-017 & 027).

BACKGROUND

The Applicant (Markham Development Management Group, Inc.) has submitted a Pre-Application Review (PAR) that proposes a future, not yet formally submitted, General Plan Amendment to change the land use designation from Very Low Density Residential (VLDR at 1 Acre Min. lot sizes) to Medium Density Residential (MDR at 2 - 5 DU/Acre). This GPIP process is the first/preliminary step prior to a formal GPA application submittal made by any property owner.

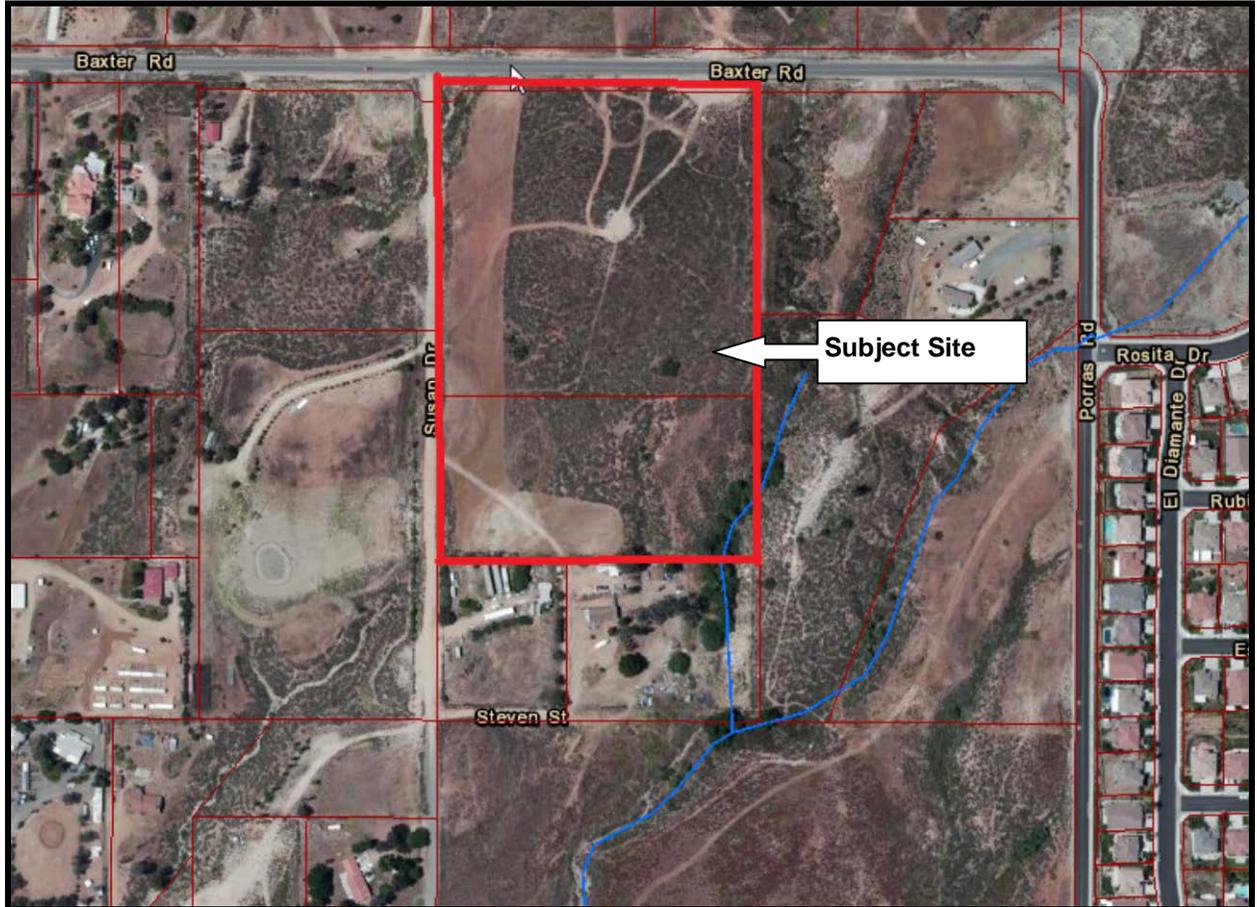
The sole purpose of the GPIP process is for the Planning Commission and City Council to provide a property owner with specific comments and/or concerns about the preliminary land use amendment idea. It is not an approval or denial of a formal GPA, but just a process that allows a property owner to *process* a future GPA application.

The Commission and Council's action only is intended to allow does not in any way constitute support, or lack of support, for the proposal. It is an opportunity for a property owner to hear (up front) what potential issues/concerns the City has related to the proposal prior to a formal application submittal. It is then up to the property owner/applicant to decide whether or not to make a formal GPA application submittal and go through the full development review process.

DESCRIPTION

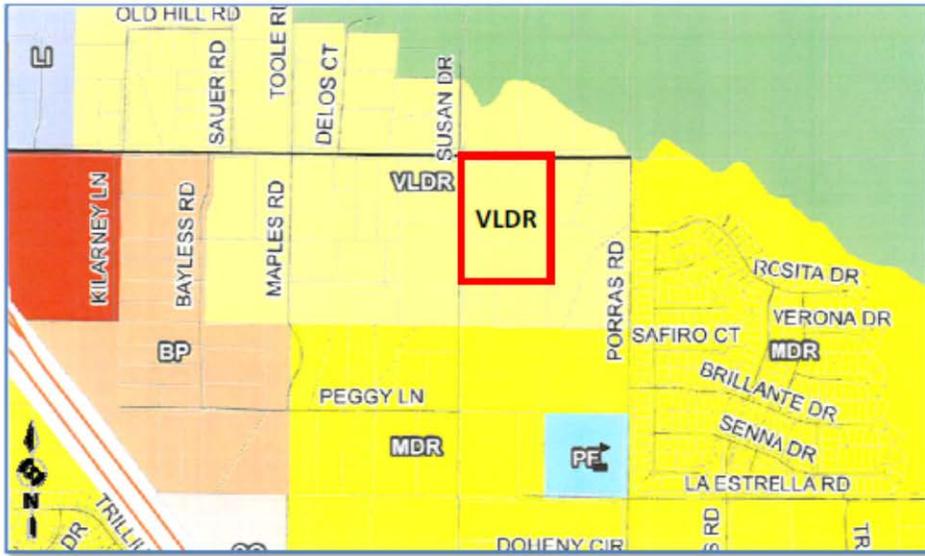
The project site is 15 acres and is located at the southeast corner of Baxter Road and Susan Drive (APN: 376-340-017 & 027). Please refer to the vicinity map below.

Vicinity/Location Map

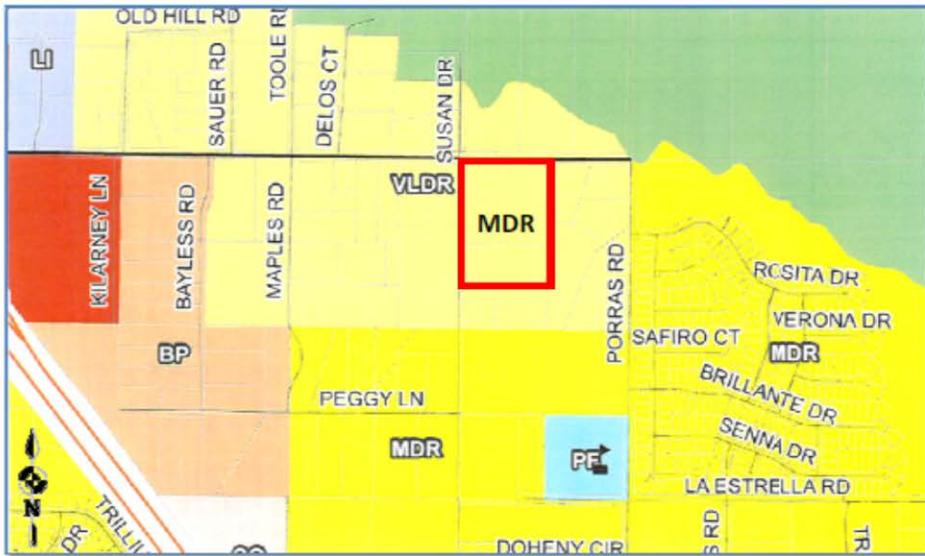


The exhibit on the following page show the existing and proposed land use designations for the site and surrounding areas.

Existing General Plan Land Use



Proposed General Plan Land Use

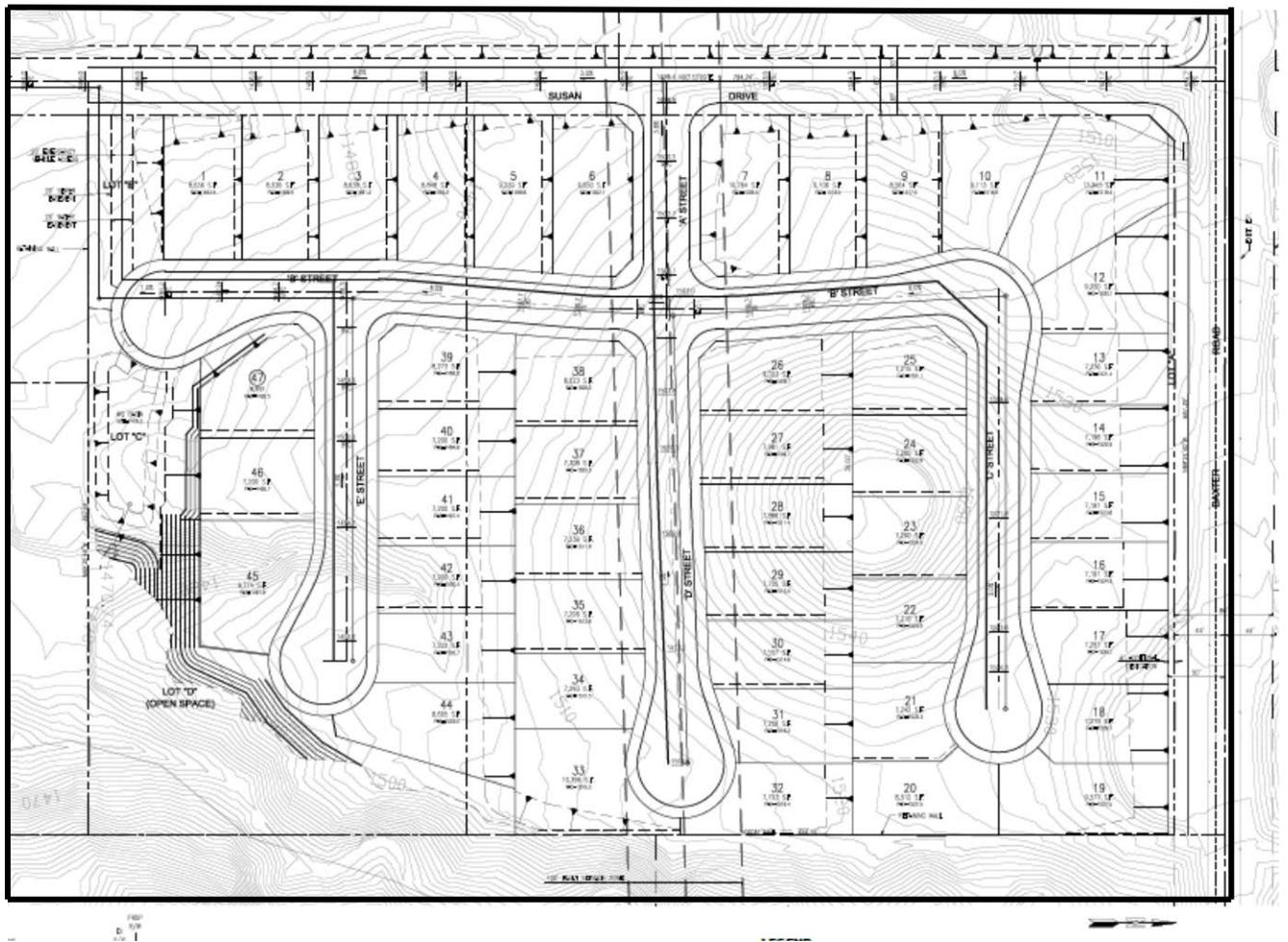


GENERAL PLAN AMENDMENT
FOR
APN 376-340-017 & 376-340-027

As noted on the exhibits above, the immediate area abutting the project site is characterized by existing single family residential land uses on large lots at a very low density. The topography of the site and surrounding area is hilly. The surrounding area is predominantly zoned R-R (Rural Residential) with a VLDR land use designation.

The Applicant desires to develop a 48-lot single family residential subdivision along with the General Plan Amendment. This would also require a Change of Zone from R-R (Rural Residential) to R-1 (One Family Dwelling) and a Tentative Tract Map to subdivide the 15 acre site. A copy of a conceptual tract layout is shown on the following page.

Conceptual Tract Map Layout



ANALYSIS

Since the applicant needs a general plan amendment, the procedures outlined in Section 17.08.010.B and 17.08.040.B of the Zoning Ordinance are applicable. As discussed in these sections, the initiation of a general plan amendment by a property owner/applicant first requires the order of the City Council, adopted by the affirmative vote of not less than a majority of the entire membership of the Council.

Prior to making a decision on the general plan amendment initiation, the Planning Commission must first have an opportunity to review the request and provide the Council with specific comments/concerns related to the request.

Planning Commission Discussion/Comments:

The Planning Commission reviewed the GPIIP request at its August 20, 2014 meeting. A number of comments were raised by the Commission (and the public) regarding the general plan amendment proposal. These comments are summarized below for consideration by the City Council (no particular order).

- Inconsistent density between very low density designation (1 unit/acre lot size) versus medium density designation (2 – 5 units/acre);
- Higher density at this location would create land use compatibility issues with existing rural uses;
- The proposed tract map layout of 48 lots is a significant increase over the 15 lots allowed under the current land use designation of VHDR;
- Increased traffic from a higher density alternative (165 average daily trips vs. 528 average daily trips);
- Grading concerns were raised as an issue (i.e., possible significant impacts from import and export of dirt);
- CEQA/EIR issues need to be addressed.

Applicant's Responses/Proposal Comments:

The Applicant in response to these concerns offered the following responses:

- The single family residential project would result in the sewer extension to the site (approximately 1,900 feet);
- The project site could be graded in a manner that would achieve a balanced site with no off-site truck hauling of dirt, etc.;
- The internal streets would be private and maintained by an Home Owners Association;
- The project could be graded in a manner that would create tiered lots resulting in nice views.

After public comments and discussion, the Commission voted 3 – 2 to recommend the Council *not allow* the Applicant's request to initiate a General Plan Amendment from Very Low Density Residential (VLDR) to Medium Density Residential (MDR).

CONCLUSION

In making its decision, the City Council may consider the proposed and surrounding land use designations, the location of the project along a major arterial and other factors (i.e., environmental issues). If the Council supports the request to initiate the general plan amendment, the project would also require the review and processing of a Change of Zone and Tentative Tract Map, including the appropriate CEQA documentation (MND or EIR).

Any direction given to the applicant does not imply that the proposed amendment will be supported by staff, Planning Commission or City Council. The applicant can move forward at his/her own risk. The general plan amendment application, and all other applicable development applications, are required to go through the complete development review process, and are subject to a full public hearing before the Planning Commission and City Council, along with the CEQA environmental review document, and community meetings.

Council Action/Options:

- 1) Motion and vote to allow the processing of the General Plan Amendment (and accompanying development applications) proposed by the applicant from VHDR to MDR for the property located at the southeast corner of Baxter Road and Susan Drive (APN: 376-340-017 & 027), or some other alternative as proposed by the applicant;
- 2) Motion and vote to allow the processing of the General Plan Amendment (and accompanying development applications) from VHDR to MDR for the property located at the southeast corner of Baxter Road and Susan Drive (APN: 376-340-017 & 027), if the applicant so desires, but making the applicant aware of Planning Commission and City Council concerns. The City Council may also add comments and potential revisions to the proposal which could address the City Council's concerns; or
- 3) Other motions as directed by City Council.

Submitted By:
Matthew C. Bassi
Planning Director

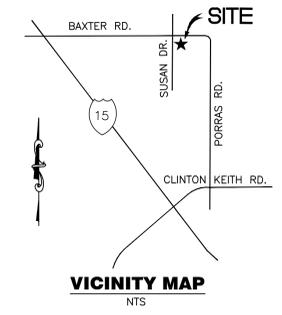
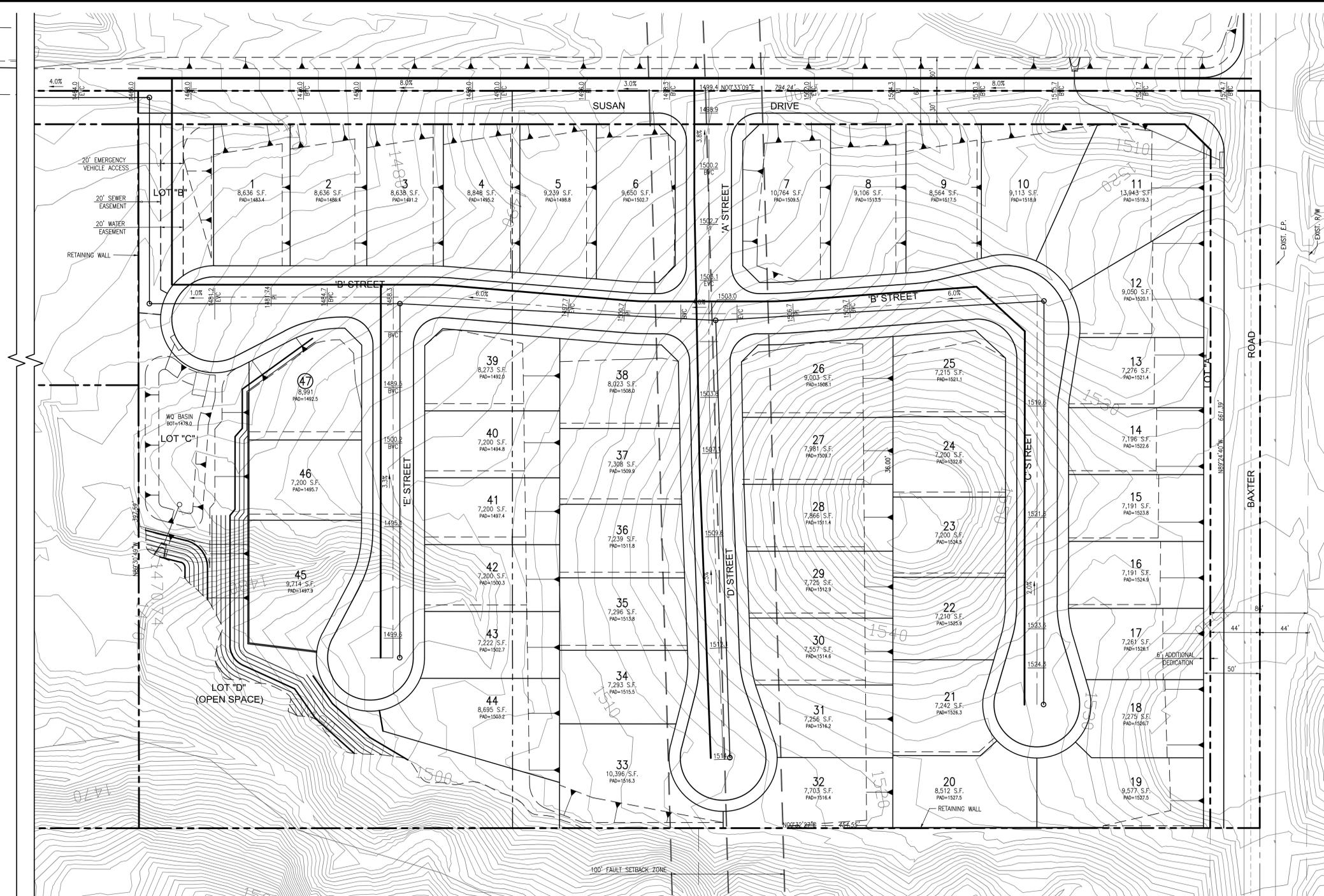
Approved By:
Gary Nordquist
City Manager

ATTACHMENTS

Proposed Tract Map Layout/Sewer Extension Exhibit

ATTACHMENT A

Conceptual Tract Layout/Sewer Exhibit



DEVELOPER
CLINTON HOMES
1253 ENTERPRISE COURT
CORONA, CA 92882
ATTN: MANNY VALENCIA

REPRESENTATIVE
MDMG
41635 ENTERPRISE CIRCLE NORTH,
SUITE B
TEMECULA, CA 92591
(909) 322-8482

OWNERS
ROSE WOSKOSKI
WOSKOSKI FAMILY
EXEMPTION TRUST
1165 LINDA AVE
ASHLAND, OR 97120
714-337-8090

ENGINEER
C&S ENGINEERS, INC.
27450 YNEZ ROAD
TEMECULA, CA 92591
(951) 972-7963

TENTATIVE TRACT MAP SUMMARY

ASSESSOR'S PARCEL NO.:	376-340-017 & 376-340-027
TOTAL AREA GROSS:	15.12 ACRES
TOTAL AREA NET:	13.69 ACRES
TOTAL AREA FOR LETTERED LOTS A & B:	1.74 ACRES
EXISTING ZONING:	R-R (RURAL RESIDENTIAL)
PROPOSED ZONING:	R-1 (GENERAL RESIDENTIAL)
EXISTING LAND USE:	VLDR (VERY LOW DENSITY RESIDENTIAL)
PROPOSED LAND USE:	MDR (MEDIUM DENSITY RESIDENTIAL)
MAXIMUM LOT SIZE:	13,9431 S.F.
MINIMUM LOT SIZE:	7,200 S.F.
AVERAGE LOT SIZE:	8,128 S.F.
MINIMUM LOT DIMENSIONS:	W=60' L=80
NO. OF LOTS:	47 LOTS
NO. OF LETTERED LOTS:	4
PROPOSED DENSITY (GROSS):	3.1 DU/GROSS AC
PROPOSED DENSITY (NET):	3.4 DU/NET AC
NO. OF PHASES:	1

DESCRIPTION	ON-SITE	NORTH	SOUTH	EAST	WEST
EXISTING GENERAL PLAN	VLDR (2-5 DU/AC)	VLDR (2-5 DU/AC)	VLDR (2-5 DU/AC)	VLDR (2-5 DU/AC)	VLDR (2-5 DU/AC)
PROPOSED GENERAL PLAN	MDR (2-5 DU/AC)	N/A	N/A	N/A	N/A
EXISTING ZONING	R-R	R-R	R-R	R-R	R-R
PROPOSED ZONING	R-1	R-R	R-R	N/A	N/A
EXISTING LAND USE	VACANT	VACANT	RESIDENTIAL	VACANT	RESIDENTIAL
PROPOSED LAND USE	SINGLE FAMILY RESIDENTIAL	N/A	N/A	N/A	N/A

- GENERAL NOTES**
- ASSESSORS PARCEL NUMBER: 376-340-017 & 376-340-027
 - PROPOSED IMPROVEMENT SCHEDULE "A"
 - THOMAS BROTHERS GUIDE, PG. 897 GRID F6 (RIVERSIDE COUNTY 2005 EDITION)
 - THIS TENTATIVE MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER
 - THIS PROPERTY IS NOT WITHIN A SPECIFIC PLAN
 - TOWNSHIP/RANGE: T6S, R4W, SEC 36
 - EXISTING OVERHEAD UTILITIES SHALL BE UNDERGROUNDED PER CITY REQUIREMENTS
 - NO EASEMENTS OF RECORD ARE KNOWN TO EXIST ON THE PROPERTY SITE EXCEPT AS SHOWN HEREON
 - THIS SITE IS NOT WITHIN A COMMUNITY SERVICE DISTRICT.
 - THERE IS NO EXISTING WELL LOCATED ON THIS SITE.
 - SEPTIC IS NOT INTENDED FOR THIS SITE.
 - THIS SITE IS NOT SUBJECT TO LIQUEFACTION, OVERFLOW, INUNDATION, OR FLOOD HAZARD.
 - FEMA PANEL NUMBER: AFE OF MINIMAL FLOODING
 - AERIAL TOPOGRAPHY SOURCE: RIVERSIDE COUNTY FLOOD CONTROL
 - THERE ARE NO EXISTING DWELLINGS, BUILDINGS OR OTHER STRUCTURES LOCATED ON THE SITE.
 - ALL SLOPES WILL BE 2:1, UNLESS NOTED OTHERWISE.
 - SETBACKS OF SLOPES TO PROPERTY LINES SHALL CONFORM TO CITY STANDARDS.
 - SITE IS NOT WITHIN WERSHIP CELL GROUP.
 - THE SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS, PER SEC. 66456.1 OF THE STATE MAP ACT.
 - BUILDING SETBACKS OF PROPOSED RESIDENTIAL UNITS WILL CONFORM TO THE SETBACK REQUIREMENTS OF CITY R-1 DEVELOPMENT STANDARDS.
 - THE HEIGHT OF PROPOSED RESIDENTIAL STRUCTURE WILL VARY DEPENDING ON WHETHER SAID HOUSING UNIT IS ONE OR TWO STORIES TALL - AND IN NO CASE WILL PROPOSED HEIGHT EXCEED CITY RESIDENTIAL ZONING STANDARDS.
 - NO HAZARDOUS MATERIALS HAVE BEEN KNOWN TO BE STORED ON THIS SITE.
 - THIS IS NOT A GATED COMMUNITY.
 - LOTS A & B TO BE MAINTAINED BY RCFC, A CSA, OR HOA
 - LOTS C, D & E TO BE MAINTAINED BY A CSA OR HOA.

PUBLIC UTILITIES/SERVICES:

WATER: ELSINORE VALLEY WATER DISTRICT
SEWER: ELSINORE VALLEY WATER DISTRICT
TELEPHONE: VERIZON
GAS: THE GAS COMPANY
ELECTRIC: SOUTHERN CALIFORNIA EDISON CO.
FIRE PROTECTION: RIVERSIDE COUNTY FIRE DEPARTMENT
SCHOOL DISTRICT: LAKE ELSINORE UNIFIED

LEGAL DESCRIPTION

PARCELS 1 AND 2 OF PM NO. 5131 IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 9, PAGES 65 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY

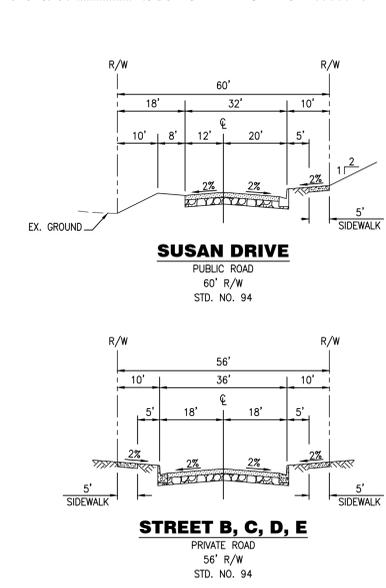
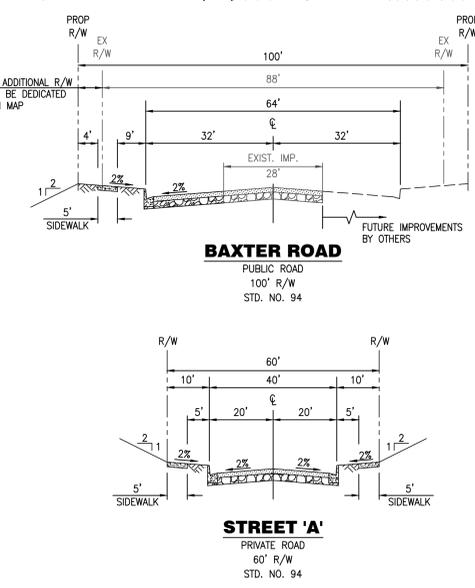
APN: 376-340-017 & 376-340-027

BASIS OF BEARINGS

BASIS OF BEARINGS IS THE WEST LINE OF THE S.E. 1/4 OF SECTION 25, T6S, R4W, S.B.B.&M. BEING N00°00'40"W AS SHOWN ON R.S. 55/94, RIVERSIDE COUNTY RECORDS.

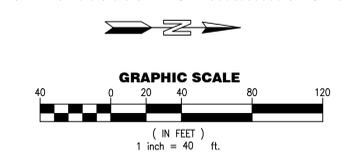
EASEMENTS

- AN EASEMENT FOR ROAD AND PUBLIC UTILITY AND INCIDENTAL PURPOSES RECORDED JULY 30, 1968 AS INST. NO. 73330 OF OFFICIAL RECORDS.
- AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOV. 9, 1979 AS INST. 240677 OF OFFICIAL RECORDS.



LOT NO.	AREA SQ. FT.	LOT NO.	AREA SQ. FT.
1	8,636	26	9,003
2	8,636	27	7,981
3	8,638	28	7,866
4	8,848	29	7,725
5	9,239	30	7,557
6	9,650	31	7,256
7	10,764	32	7,703
8	9,106	33	10,396
9	8,564	34	7,293
10	9,113	35	7,296
11	13,943	36	7,239
12	9,050	37	7,308
13	7,276	38	8,023
14	7,196	39	8,273
15	7,191	40	7,200
16	7,191	41	7,200
17	7,261	42	7,200
18	7,275	43	7,222
19	9,577	44	8,695
20	8,512	45	8,991
21	7,242	46	7,200
22	7,210	47	9,714
23	7,200		
24	7,200		
25	7,215	AVG.	8,128

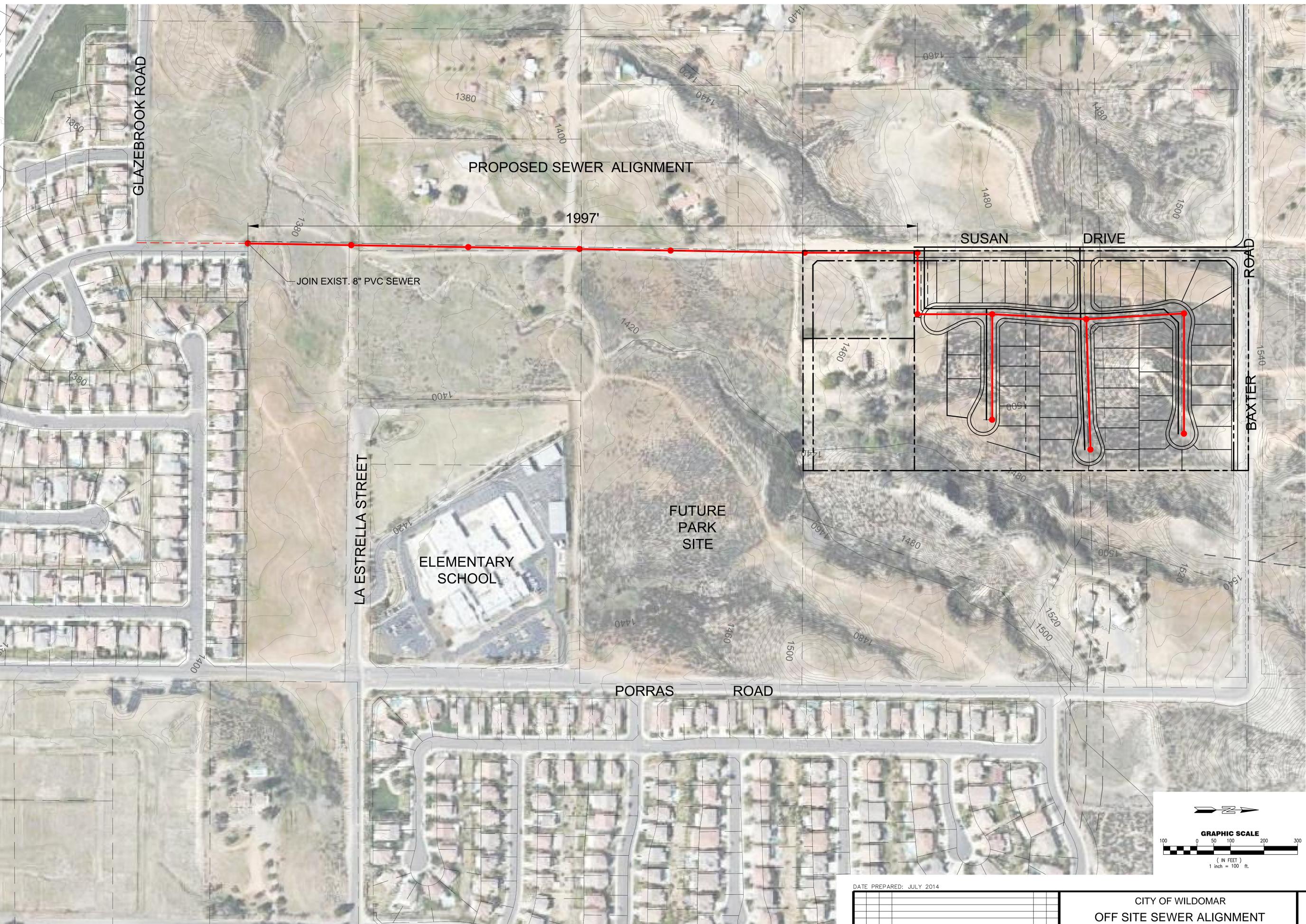
- LEGEND**
- EXISTING EDGE OF PAVEMENT
 - EXISTING RIGHT OF WAY
 - CENTER LINE
 - PROPOSED RIGHT OF WAY
 - PROPOSED CURB AND GUTTER
 - EASEMENT
 - TRACT BOUNDARY
 - PROPOSED RETAINING WALL
 - PROPOSED STORM DRAIN
 - PROPOSED SEWER LINE
 - PROPOSED DOMESTIC WATER LINE
 - PROPOSED STORM DRAIN BASIN
 - PROPOSED SEWER MANHOLE
 - UTILITY FLOW DIRECTION
 - EXISTING GAS LINE
 - EXISTING SEWER LINE
 - STREET GRADE & FLOW DIRECTION
 - EXISTING CONTOUR



DATE PREPARED: JULY 2014

NO.	BY	DATE	DESCRIPTION	APPVD	DATE
REVISIONS					

CITY OF WILDOMAR
TENTATIVE TRACT MAP NO. _____
APN: 376-340-017 & 376-340-027



GLAZEBROOK ROAD

PROPOSED SEWER ALIGNMENT

1997'

SUSAN DRIVE

JOIN EXIST. 8" PVC SEWER

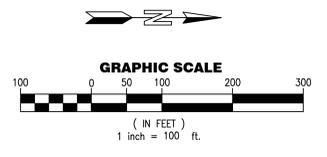
BAXTER ROAD

LA ESTRELLA STREET

ELEMENTARY SCHOOL

FUTURE PARK SITE

PORRAS ROAD



DATE PREPARED: JULY 2014

NO.	BY	DATE	REVISIONS	DESCRIPTION	APPVD	DATE

CITY OF WILDOMAR
 OFF SITE SEWER ALIGNMENT
 APN: 376-340-017 & 370-340-027

SHEET
 2
 of
 2
 SHEETS

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: January 14, 2015

TO: Mayor and City Council Members
FROM: Alfredo Garcia, Assistant Planner
SUBJECT: Gracepoint Church Extension of Time #1 (Planning Application No. 14-0123)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2015-____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING A TWO YEAR TIME
EXTENSION FOR PUBLIC USE PERMIT NO. 12-0105
(GRACEPOINT CHURCH – PLANNING APPLICATION NO. 14-0123)
LOCATED AT 21400 CANYON DRIVE (APN: 367-020-031)

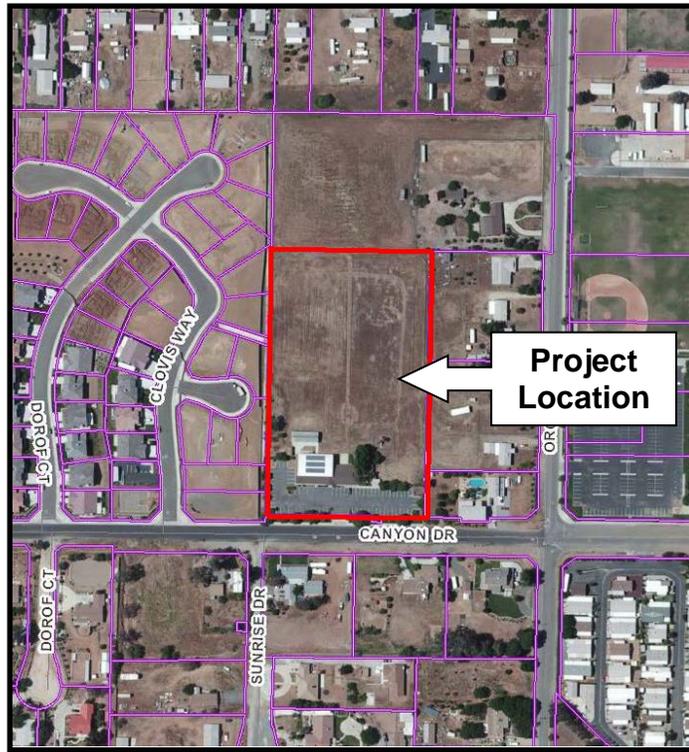
BACKGROUND / DESCRIPTION

The applicant representative, Mr. Roger Weaver, has requested a two year extension of time for Public Use Permit (PUP) 12-0105 (Attachment C). The original PUP proposed the construction of three modular trailers totaling 1,800 square feet each to be used as Sunday School classrooms as an extension to an existing church (Gracepoint of the Nazarene) located at 21400 Canyon Drive (APN: 367-020-031).

The Planning Commission reviewed and approved the PUP at its December 18, 2013 meeting. After closing of the public hearing, the Commission voted 5 - 0 to adopt PC Resolution No. 13-22 approving the PUP with the amendment that the Church also submit sign permits prior to receiving occupancy of the classrooms.

The subject property is a 5.25 acre parcel with a fully operational church building of approximately 6,853 square feet with an existing detached classroom building of 1,440 square feet and a parking lot. The existing church was approved by the County of Riverside on January 26, 1993 (application PUP 00740) and was later approved for a detached classroom building on August 21, 2002. The church submitted a PUP to the City as an amendment to the original PUP to add three modular buildings on April 11, 2012, requesting approval to use them for Sunday school classrooms. Figure 1 below shows an aerial photograph and the location of the proposed project and vicinity.

Figure 1: Vicinity/Location Map



Surrounding Land Uses

The project site is surrounded by existing residential uses. Table 1 below summarizes the current land use, General Plan land use designation, and zoning information related to the proposed project. Staff has also provided two figures (Figure 2 and 3 on the following pages) showing the General Plan land use designation and zone district from our GIS database.

Table 1 – Adjacent Land Use, General Plan Land Use Designation, and Zoning

Location	Current Land Use	General Plan Land Use Designation	Zoning
Subject Property	Church	Low Density Residential (LDR)	Rural Residential (R-R)
North	Residential	Low Density Residential (LDR)	Rural Residential (R-R)
South	Residential	Low Density Residential (LDR)	Rural Residential (R-R)
West	Residential	Medium Density Residential (MDR)	Single Family Residential (R-1)
East	Residential	Low Density Residential (LDR)	Rural Residential (R-R)

Figure 2: General Plan Land Use Designation (Low Density Residential)

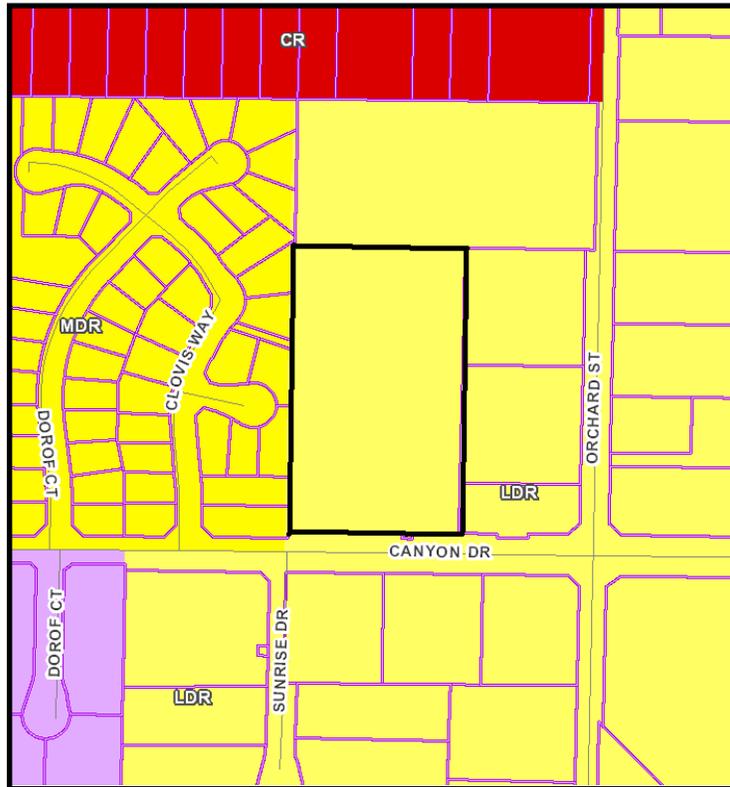
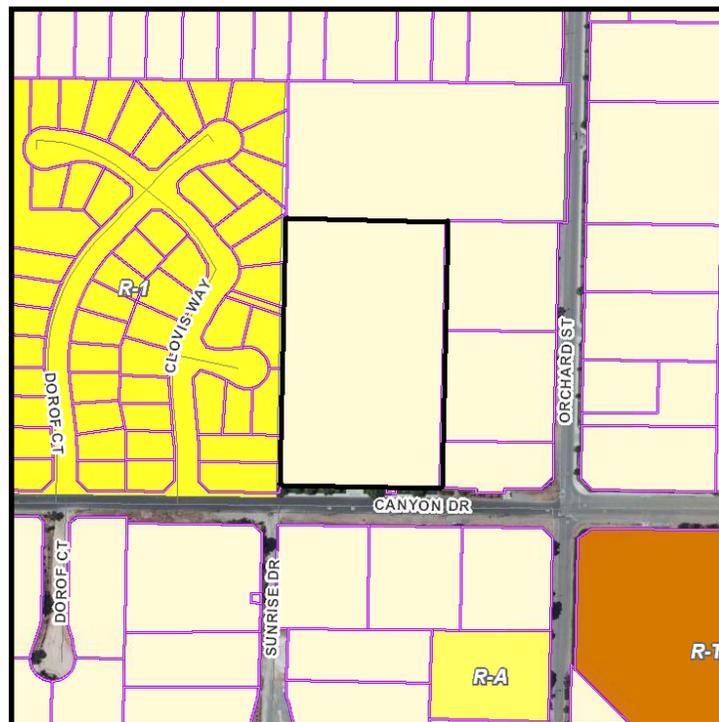


Figure 3: Zoning Designation (Rural Residential)



Public Use Permit /Site Plan

The original Public Use Permit No. 12-0105 was a request to approve three modular classrooms, each with a square footage of 1,800 square feet, to be used as Sunday school classrooms on a parcel with an existing church and classroom building. The site generally drains from the east to west and is fairly flat. Site access is provided via a driveway off Canyon Drive. On-site circulation is provided via a 35 foot wide drive aisle. The existing design meets City and the Riverside County Fire Department standards.

Currently, a six foot high chain link fence exists along the north and east property lines. In addition there is a six foot high block wall located on the West property line screening the church from the Canyon Village development, a single family residential development, and a two-foot high landscape berm between the church parking lot and Canyon Drive.

ANALYSIS

Extension of Time

Currently the applicant does not propose any changes to the original PUP approval. The applicant is requesting a two year time extension due to a shortage of financial funds to initiate the project. Therefore, with approval of the two year time extension, the applicant feels they will have adequate time to obtain funds and initiate the project and finish the classroom and site improvements. A copy of the original Commission staff report has been provided for Council consideration that details the specifics of the Commission's approval (Attachment D).

REQUIRED FINDINGS

Public Use Permit / EOT Findings:

Pursuant to Section 17.208.040 of the Wildomar Zoning Ordinance, staff recommends that the City Council consider the following findings in support of the Extension of Time for PUP 12-0105 as follows:

- A. The proposed use is consistent with the Wildomar General Plan and Zoning Ordinance.

Evidence - The proposed two year time extension for Public Use Permit No. 12-0105 is an allowed use described in the Rural Residential zone (RR) and as part of the development standards, it needs to be a minimum of half an acre in size. Currently, the project site is 5.25 acres. Therefore, it meets and exceeds the size requirement and is consistent with the General Plan land use designation; which is Low Density Residential (LDR) which requires a the minimum density of half an acre in size. Thus, is consistent with the General Plan. In addition, the proposed time extension for PUP No. 12-0105 continues to further the objectives of the LDR land use designation as follows:

- B. The overall development of the land shall be designed for the protection of the public health, safety, and general welfare.

Evidence - The approved PUP, with the two year time extension request, continues to meet the requirements of the Public Works and County Fire departments regarding streets, and vehicular & emergency vehicle access. Further, the approved PUP, with the two year time extension request, remains in compliance with the California Building Code requirements as it relates to the proposed classrooms use, including a condition to be painted to match the color of the existing church. These factors are intended to protect the public health, safety, and general welfare.

Reviewed by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

- A. Resolution
Exhibit 1 – Conditions of Approval
- B. Applicant's EOT Request Letter
- C. December 18, 2013 Planning Commission report

ATTACHMENT A

**City Council Resolution No. 2015-____
(Extension of Time for Public Use Permit 12-0105)**

RESOLUTION NO. 2015 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A TWO-YEAR TIME EXTENSION FOR PUBLIC USE PERMIT NO. 12-0105 (GRACEPOINT CHURCH – PLANNING APPLICATION NO. 14-0123) LOCATED AT 21400 CANYON DRIVE (APN: 367-020-031)

WHEREAS, the Planning Department has received an application for a two year extension of time for an approved Public Use Permit No. 12-0105 (Planning Application No. 14-0123) to construct three modular trailers totaling 1,800 square feet each to be used as Sunday School classrooms as an extension to an existing church (Gracepoint of the Nazarene) located at 21400 Canyon Drive (APN: 367-020-031).

Applicant/Owner: Gracepoint Church of Nazarene
Project Location: 21400 Canyon Drive
APN(s): 367-020-031
Project Area: 5.25 acres

WHEREAS, in accordance with the City of Wildomar Zoning Ordinance (Title 17) the City Council of the City of Wildomar, California, has the authority and has reviewed the proposed Extension of Time for Public Use Permit No. 12-0105; and

WHEREAS, the Extension of Time for Public Use Permit No. 12-0105 does not require environmental review under the California Environmental Act (CEQA) Guidelines; and

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

SECTION 1. PUBLIC USE PERMIT/EOT FINDINGS

Pursuant to Section 17.208.040 of the Wildomar Zoning Ordinance, staff recommends that the City Council hereby find and determine as follows:

- A. The proposed use is consistent with the Wildomar General Plan and Zoning Ordinance.

Evidence - The proposed two year time extension for Public Use Permit No. 12-0105 is an allowed use described in the Rural Residential zone (RR) and as part of the development standards, it needs to be a minimum of half an acre in size. Currently, the project site is 5.25 acres. Therefore, it meets and exceeds the size requirement and is consistent with the General Plan land use designation; which is Low Density Residential (LDR) which requires a the minimum density of half an acre in size. Thus, is consistent with the General Plan. In addition, the

proposed time extension for PUP No. 12-0105 continues to further the objectives of the LDR land use designation as follows:

LU 23.7 (Community Design) "Require that adequate and available circulation facilities, water resources and sewer facilities exist to meet the demands of the proposed land use."

Further, the approved PUP, with the two year time extension request, remains consistent with the R-R (Rural Residential) zoning designation in that the PUP was designed, and remains designed (i.e., no changes), to meet the development standards of the R-R zone. For example, the project complies with such standards, including, but not limited to, Chapter 17.188 (Off-Street Vehicle Parking Standards) and Chapter 17.208 (Public Use Permit). Lastly, the adopted conditions of approval will remain in full force and effect.

- B. The overall development of the land shall be designed for the protection of the public health, safety, and general welfare.

Evidence - The approved PUP, with the two year time extension request, continues to meet the requirements of the Public Works and County Fire departments regarding streets, and vehicular & emergency vehicle access. Further, the approved PUP, with the two year time extension request, remains in compliance with the California Building Code requirements as it relates to the proposed classrooms use, including a condition to be painted to match the color of the existing church. These factors are intended to protect the public health, safety, and general welfare.

SECTION 2. CITY COUNCIL ACTION

The City Council hereby adopts this Resolution approving a two year extension of time for Public Use Permit No. 12-0105 (Planning Application No. 14-0123), subject to the original conditions approved by the Planning Commission on December 18, 2013, and as provided herein to this Resolution as Exhibit 1.

PASSED, APPROVED AND ADOPTED this 14th day of January, 2015.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

**EXHIBIT 1 – ATTACHMENT A
CONDITIONS OF APPROVAL**

Project Application: Extension of Time (EOT #1) for Public Use Permit No. 12-0105

APN: 367-020-031

**Original PUP Approval Date by PC: December 18, 2013
City Council EOT #1 Approval Date: January 14, 2015**

**Original PUP Expiration Date: December 18, 2014
Final PUP Expiration Date: December 18, 2016**

Conditions of Approval

**Timing/
Implementation**

**Enforcement/
Monitoring**

**Verification (Date
and Signature)**

PLANNING DEPARTMENT CONDITIONS

General Conditions

1.	<p>The applicant shall review and sign below verifying “Acceptance of the Conditions of Approval” and return the signed page to the Wildomar Planning Department no later than January 28, 2015.</p> <hr/> <p align="center">Applicant Signature Date</p>	Jan. 28, 2015	Planning Department	
2.	<p>The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction.</p>	Ongoing	Planning Department	

**EXHIBIT 1 – ATTACHMENT A
CONDITIONS OF APPROVAL**

Project Application: Extension of Time (EOT #1) for Public Use Permit No. 12-0105

APN: 367-020-031

**Original PUP Approval Date by PC: December 18, 2013
City Council EOT #1 Approval Date: January 14, 2015**

**Original PUP Expiration Date: December 18, 2014
Final PUP Expiration Date: December 18, 2016**

Conditions of Approval

**Timing/
Implementation**

**Enforcement/
Monitoring**

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	City shall promptly notify the applicant of any Action brought and request that applicant defend the City. It is expressly agreed that applicant may select legal counsel providing the applicant's defense and the City shall have the right to approve separate legal counsel providing the City's defense. The applicant shall reimburse City for any attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Applicant agrees that City will forward monthly invoices to Applicant for attorneys' fees, costs and expenses it has incurred related to its defense of any Action and applicant agrees to timely payment within thirty (30) days of receipt of the invoice. Applicant agrees to post adequate security or a cash deposit with City in an amount to cover the City's estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be determined by the City. City shall cooperate with applicant in the defense of any Action.			
3.	Approval of the Extension of Time for Public Use Permit Application No. 12-0105 shall expire on <u>December 18, 2016</u> , if the Public Use Permit has not been completed and finalized. If The application shall be null and void in accordance with section code 17.208.050.	Dec. 18, 2016	Planning Department	
4.	Within 60 days of approval by the City Council approval of EOT #1 for Public Use Permit No. 12-0105, the applicant shall pay any outstanding deposit account balance, if applicable. Failure to pay the outstanding balance by the due date may result in delays in the submittal of grading and building plans.	March 14, 2015	Planning Department	
5.	In accordance with Section 66020.d.1 of the Government Code, the applicant has 90 days from project approval to file a protest of the imposition of fees, dedications, reservations, or other exactions being imposed on this project. Notice is hereby to the Applicant that the 90-	April 14, 2015	Planning Department	

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	day appeal hereby begins with approval of this project.			
6.	The project shall be developed in accordance with the Plans originally approved by the Planning Commission on December 18, 2013. The applicant may request a modification/revision to the approved project as outlined in the Wildomar Zoning Ordinance.	Ongoing	Planning Department	
7.	If human remains are encountered during grading activities, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable timeframe. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.	Ongoing	Planning and Engineering Departments	
8.	If during ground-disturbing activities unique cultural resources are discovered that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance. (1) All ground disturbance activities within 100 feet	Ongoing	Planning and Engineering Departments	

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	of the discovered cultural resources shall be halted until a meeting is convened between the applicant, the archaeologist, the Native American tribal representative, and the Planning Director to discuss the significance of the find. (2) At the meeting, the significance of the discoveries shall be discussed and after consultation with the Pechanga and Soboba Band representatives and the archaeologist, a decision shall be made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources. (3) Grading or further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation.			
9.	The modular classrooms shall be painted to match the existing church wall and trim color as illustrated in the approved development plans.	Ongoing	Planning Department	

BUILDING AND SAFETY DEPARTMENT CONDITIONS

Prior to Issuance of a Certificate of Occupancy

10.	Prior to the issuance of a certificate of occupancy, all conditions of approval shall be satisfied.	Prior to Issuance of a Certificate of Occupancy	Planning and Building Departments	
11.	The applicant shall submit plans for building department review and approval prior to the issuance of permits.	Prior to Issuance of a Certificate of Occupancy	Planning and Building Departments	

PUBLIC WORKS/ENGINEERING/BUILDING DEPARTMENT CONDITIONS

General Requirements/Conditions

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12.	The developer shall obtain City approval for any modifications or revisions to the approval of this project. Deviations not identified on the plans may not be approved by the City, potentially resulting in the need for the project to be redesigned. Amended entitlement approvals may be necessary as a result.	On-Going	Engineering Dept.	
13.	No grading shall be performed without the prior issuance of a grading permit by the City.	On-Going	Engineering Dept.	
14.	Written permission shall be obtained from the affected property owners allowing the proposed grading and/or facilities to be installed outside of the project boundaries.	On-Going	Engineering Dept.	
15.	The developer's contractor is required to submit for a haul route permit for the hauling of material to and from the project site. Said permit will include limitations of haul hours, number of loads per day and the posting of traffic control personnel at all approved entrances/exits onto public roads. This permit shall be in place prior to the issuance of the grading permit and the mobilization of equipment on the project site.	On-Going	Engineering Dept.	
16.	The Developer shall dedicate, design and construct all improvements in accordance the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, as further conditioned herein and to the satisfaction of the City Engineer.	On-Going	Engineering Dept.	
17.	The Developer shall be responsible for all costs associated with off-site right-of-way acquisition, including any costs associated with the eminent domain process, if necessary.	On-Going	Engineering Dept.	
18.	All grading shall conform to the California Building Code, including Appendix J, and all other relevant laws, rules, and regulations governing grading in the City of Wildomar. Prior to commencing any grading which includes 50 or more cubic yards, the developer shall	On-Going	Engineering Dept.	

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Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
obtain a grading permit from the Building Department.			
19. All necessary measures to control dust shall be implemented by the developer during grading to the satisfaction of the City Engineer. A PM10 plan may be required at the time a grading permit is issued.	On-Going	Engineering Dept.	
20. Graded slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved by the City Engineer.	On-Going	Engineering Dept.	
21. Grading in excess of 199 cubic yards will require performance security to be posted with the City.	On-Going	Engineering Dept.	
22. All retaining walls shall require a separate permit from the Building Department.	On-Going	Building Dept.	
23. Erosion control – landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded per the requirements of Ordinance 457 (refer to dept. form 284-47). Planting shall occur within 30 days of meeting final grades to minimize erosion and to ensure slope coverage prior to the rainy season. The Developer shall plant & irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees or as approved by the City Engineer.	On-Going	Engineering Dept.	
24. Should this project lie within any assessment/benefit district, the project proponent shall, prior to acceptance of improvements, make application for and pay for their reapportionment of the assessments or pay the unit fees in the benefit district unless said fees are	On-Going	Engineering Dept.	

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	otherwise deferred.			
25.	The developer shall design and construct all driveways in accordance with the City of Wildomar Improvement Standards.	On-Going	Engineering Dept.	
26.	The improvement plans for the required public improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the City Engineer.	On-Going	Engineering Dept.	
27.	All above-ground utilities, including but not limited to communication and power that are 33KV in size or less, shall be undergrounded by the developer in accordance with City requirements. The undergrounding of utilities shall be reflected on the project improvement plans.	On-Going	Engineering Dept.	
28.	All flood control plans to be reviewed shall be submitted through the City of Wildomar, unless otherwise directed by the City Engineer.	On-Going	Engineering Dept.	
<u>Prior to the Issuance of Grading Permits</u>				
29.	Prior to the issuance of a grading permit, the developer shall submit a geotechnical soils reports to the City Engineer for review and approval prior to issuance of grading permit. The findings and recommendations shall reflect current conditions and the report shall be no older than one (1) year. All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by City of Wildomar.	Prior to Issuance of a Grading Permit	Engineering Dept.	

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30. Prior to the issuance of a grading permit, it shall be the sole responsibility of the developer to obtain any and all easements and/or permissions necessary to perform the grading required for the project. A notarized letter of permission from all affected property owners or easement holders, or encroachment permit, is required for all off-site grading.	Prior to Issuance of a Grading Permit	Engineering Dept.	
31. Prior to the issuance of grading permits, the project specific SWPPP shall be approved by the City Engineer.	Prior to Issuance of a Grading Permit	Engineering Dept.	
32. Prior to issuance of grading permits the Developer shall provide the Engineering Department evidence of compliance with the National Pollutant Discharge Elimination System (NPDES) and obtain a construction permit from the State Water Resource Control Board (SWRRCB).	Prior to Issuance of a Grading Permit	Engineering Dept.	
33. Prior to the issuance of a grading permit, the developer shall have obtained approval for the import/export location from the City of Wildomar. Additionally, if either location was not previously approved by an Environmental Assessment, prior to issuing a grading permit, a Grading Environmental Assessment shall be submitted to the Planning Director for review and comment and to the City Engineer for approval.	Prior to Issuance of a Grading Permit	Engineering Dept.	
34. Prior to the issuance of a grading permit, the developer shall submit a Final Water Quality Management Plan (WQMP), in conformance with the requirements of the San Diego and/or Santa Ana Regional Water Quality Control Board. Applicant shall confirm the watershed requirements relative to their project location. All stormwater quality treatment devices shall be located outside of the ultimate public right of way. The developer shall design the stormwater quality treatment devices to accommodate all project runoff, ensuring post-construction flows and volumes do not exceed pre-construction levels, in accordance	Prior to Issuance of a Grading Permit	Engineering Dept.	

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	with City of Wildomar's Hydrology Manual, Stormwater Quality Best Management Practice Design Handbook, Improvement Standards, and to the satisfaction of the City Engineer. These BMPs shall be consistent with the Final WQMP and installed to the satisfaction of the City Engineer.			
35.	If the project location is within the Santa Ana River Watershed: Prior to the issuance of a grading permit, the developer is to provide the appropriate documentation that will allow this project a waiver for mitigation volume related to the Lake Elsinore sub watershed of the Santa Ana Watershed. Please note the City is not a permittee in the MS4 permit for the Santa Ana River Watershed (Lake Elsinore) and is governed only by the MS4 permit for the Santa Margarita Watershed, therefore the Applicant needs to provide evidence that this waiver has been approved by the Santa Ana Regional Water Quality Control Board. Otherwise volume has to be addressed.	Prior to Issuance of a Grading Permit	Public Works Dept.	
36.	Prior to the issuance of grading permit, the developer shall prepare and submit a comprehensive drainage study and plan that includes, but is not limited to: definition with mapping of the existing watersheds; a detailed pre- and post-project hydrologic and hydraulic analysis of the project and project impacts; definition of the local controlling 100-year frequency water levels existing and with project; the proposed method of flow conveyance to mitigate the potential project impacts with adequate supporting calculations; any proposed improvements to mitigate the impacts of increased runoff from the project and any change in runoff; including quality, quantity, volume, and duration in accordance with City of Wildomar's Hydrology Manual, Improvement Standards, and to the satisfaction of the City Engineer. Specifically, the study will: a. Analyze the detention basin drainage area for a project using the	Prior to Issuance of a Grading Permit	Engineering Dept.	

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	<p>Rational Method 100-year storm event for the pre-project and post-project.</p> <p>b. Analyze 4 hydrographs for the detention basin drainage area for a project using the Unit Hydrograph 100-year storm event for the 1-hour, 3-hour, 6-hour, and 24-hour storm durations for post-project condition.</p> <p>c. Using the Unit Hydrographs determine which duration provides the highest flow rate. Adjust parameters such as lag time, flow line roughness coefficient or other parameters to calibrate Unit Hydrograph model to provide results similar to the Rational Method.</p> <p>d. Using the calibrated Unit Hydrograph for the detention basin drainage area perform basin routing analysis to demonstrate that the outflow is less than the pre-project Rational Method flow rate.</p>			
37.	<p>Prior to the 1st Improvement Plan submittal, the developer shall show all easements per the Title Report to the satisfaction of Public Works. Any conflicts with existing easements may result in the site being redesigned and Public Use Permit Amendment approved by Planning.</p>	<p>Prior to Issuance of a Grading Permit</p>	<p>Engineering Dept.</p>	
<u>Prior to Issuance of a Building Permit</u>				
38.	<p>Prior to the issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the City Engineer.</p>	<p>Prior to Issuance of a Building Permit</p>	<p>Building Dept.</p>	
39.	<p>Prior to the issuance of a building permit Improvement plans shall be approved by the City Engineer and all improvements to be constructed shall be secured by the Developer.</p>	<p>Prior to Issuance of a Building Permit</p>	<p>Building Dept.</p>	

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Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
40. Prior to issuance of a building permit the developer shall provide will serve letters from the appropriate water and sewer agencies.	Prior to Issuance of a Building Permit	Building Dept.	
41. Prior to issuance of a building permit the developer shall install streetlights in accordance with the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, City Ordinances and to the satisfaction of the City Engineer.	Prior to Issuance of a Building Permit	Building Dept.	
42. Prior to issuance of a building permit the developer shall install all street name signs at intersections adjacent to the project, public or private and/or replace street name signs in accordance with the City of Wildomar Standard Details and to the satisfaction of the City Engineer.	Prior to Issuance of a Building Permit		
43. Prior to issuance of a building permit the developer shall pay all fees in accordance with Zone A of the Southwest Road and Bridge Benefit District.	Prior to Issuance of a Building Permit		
44. Prior to issuance of a building permit the developer shall pay the appropriate impact mitigation fee to the Riverside County Flood Control and Water Conservation District.	Prior to Issuance of a Building Permit	Building Dept.	
45. Prior to issuance of a building permit the developer shall pay all necessary impact and mitigation fees required. These fees include, but are not limited to, fees associated with Transportation Uniform Mitigation Fee (TUMF) and City Development Impact Fees.	Prior to Issuance of a Building Permit	Building Dept.	
46. Prior to issuance of a building permit the developer shall construct the stormwater quality treatment devices to accommodate all project runoff from in accordance with City of Wildomar's Hydrology Manual, Stormwater Quality Best Management Practice Design Handbook, Improvement Standards, and to the satisfaction of the City Engineer.	Prior to Issuance of a Building Permit		

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	All stormwater quality treatment devices shall be constructed outside of the ultimate public right of way.		
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RIVERSIDE COUNTY FIRE DEPARTMENT

General Conditions

47.	<u>10.FIRE.999 MAP #50 - BLUE DOT REFLECTORS</u> Blue retro-reflective pavement markers shall be mounted on private streets, public streets, and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by the Riverside County Fire Department.	Ongoing	Fire Department
48.	<u>10. FIRE.999 -#23 – MIN REQ FIRE</u> Minimum required fire flow shall be 1500 GPM for 2-hour duration at 20 PSI residual operating pressure, which must be available before any combustible material is placed on the job site.	Ongoing	Fire Department
49.	<u>10. FIRE.999 USE-#20 – SUPER FIRE HYDRANT</u> Super fire hydrant(s) (6" x 4" x 2½") shall be located not less than 25 feet or more than 250 feet from any portion of the building as measured along approved vehicular travelways.	Ongoing	Fire Department

PRIOR TO BUILDING PERMIT ISSUANCE

50.	<u>80. FIRE.999 USE-#4 – WATER PLANS</u> The applicant or developer shall separately submit two copies of the water system plans to the Fire Department for review and approval. Calculated velocities shall not exceed 100 feet per second. Plans shall conform to the fire hydrant types, location, and spacing. The system shall meet the fire flow requirements. Plans shall be signed and approved by a registered civil engineer and the local water company with the following certification: "I certify that the design of the water	Ongoing	Fire Department
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system is in accordance with the requirements prescribed by the Riverside County Fire Department.”

PRIOR TO CLASSROOM MODULAR FINAL INSPECTION

51. 90. FIRE.999 USE-#45 – FIRE LANES
The applicant shall prepare and submit to the Fire Department for approval, a site plan designating required fire lanes with appropriate lane painting and/or signs.

Ongoing

Fire Department

52. 90. FIRE.999 USE-#27 – EXTINGUISHERS
Install portable fire extinguishers with a minimum rating of 2A-10BC and signage. Fire extinguishers located in public areas shall be in recessed cabinets mounted 48” (inches) to center above the floor level with maximum 4” projection from the wall. Contact the Fire Department for proper placement of equipment prior to installation.

Ongoing

Fire Department

ATTACHMENT B
EOT REQUEST LETTER



December 30, 2014

Mr. Alfredo Garcia
City of Wildomar
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

Dear Mr. Garcia,

I am writing to explain why Gracepoint Church of the Nazarene needs a new Public Use Permit. There are two reasons that we have not been able to complete installing the Modular Buildings on our property.

The first reason is that our income dropped significantly in the past year. We had been fairly insulated from the economic downturn until recently. Our income dropped causing us to need to use money that had been budgeted for the building project for basic operations. We have adjusted and seen income begin to return so we are confident that this will not be an issue going forward.

The second reason we have not completed the project is that our Project Manager, Roger Weaver, had significant health issues in 2014. Without his leadership, the project sat without anything happening. Roger's health issues have been resolved and he is once again leading us forward.

Thank you for your time and consideration for this permit. Please let me know if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Oliver Davis", is written over a light blue horizontal line.

Rev. Oliver Davis, Pastor
Gracepoint Church of the Nazarene

ATTACHMENT C

December 18, 2013 PC report



CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: December 18, 2013

TO: Chairman and Members of the Planning Commission

FROM: Alfredo Garcia, Assistant Planner

SUBJECT: **Public Use Permit 12-0105 (Planning Application No. 12-0105):**
Planning Commission consideration of a Public Use Permit (PUP) to construct three (3) modular trailers totaling 1,800 square feet each to be used as Sunday School classrooms as an extension to an existing church (Gracepoint of the Nazarene) located at 21400 Canyon Drive (APN: 367-020-031).

STAFF RECOMMENDATION

The Planning Department recommends that the Planning Commission take the following action:

1. Adopt a Resolution entitled:

PC RESOLUTION NO. 13-22

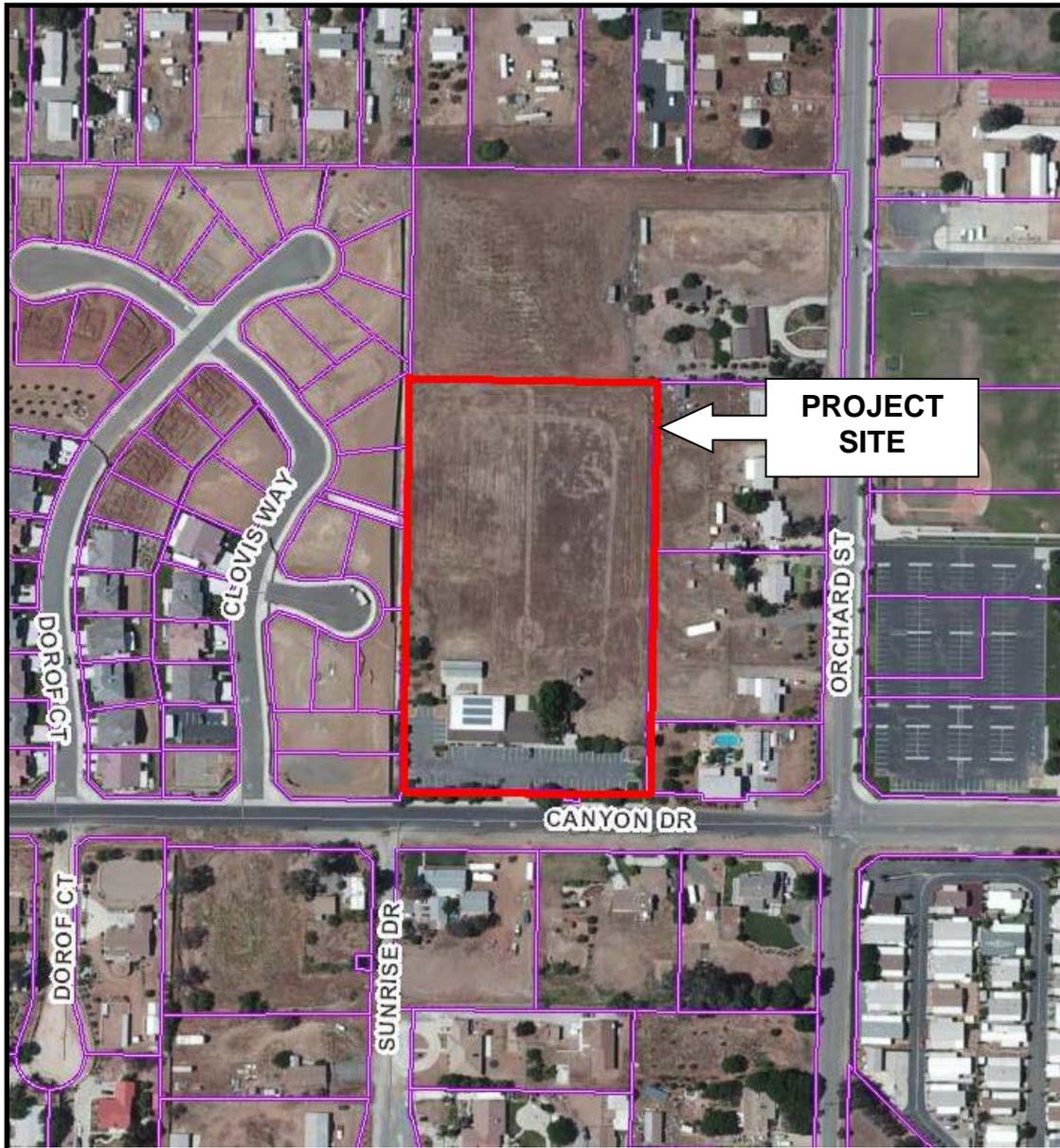
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PER SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES) OF THE CEQA GUIDELINES AND APPROVAL OF A PUBLIC USE PERMIT (PLANNING APPLICATION NO. 12-0105), SUBJECT TO CONDITIONS, TO CONSTRUCT THREE (3) 1,800 SQUARE FOOT MODULAR TRAILERS, TO BE USED AS SUNDAY SCHOOL CLASSROOMS AS AN EXTENSION TO AN EXISTING CHURCH (GRACEPOINT OF THE NAZARENE) LOCATED AT 21400 CANYON DRIVE (APN: 367-020-031).

PROJECT DESCRIPTION

The subject property is a 5.25 acre parcel with a fully operational church building of approximately 6,853 square feet with an existing detached classroom building of 1,440 square feet and a parking lot. The existing church was approved by the County of Riverside on January 26, 1993 (application PUP00740) and was later approved for a detached classroom building on August 21, 2002.

The church submitted a Public Use Permit to the City as an amendment to the original PUP to add three (3) modular buildings on April 11, 2012, requesting approval to use them for Sunday school classrooms. Figure 1 shows an aerial photograph and the location of the proposed project and vicinity.

Figure 1: Vicinity/Location Map



Surrounding Land Uses

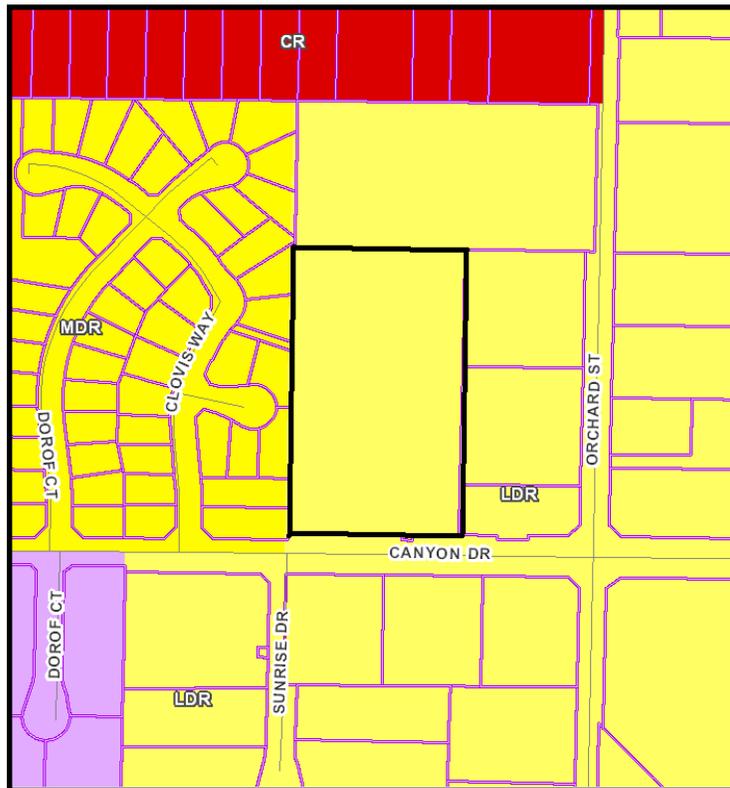
The project site is surrounded by existing residential uses. Table 1 below summarizes the current land use, General Plan land use designation, and Zoning information related to the proposed project. Staff has also provided two figures (Figure 2 and 3 on the

following pages) showing the General Plan land use designation and zone district from our GIS database.

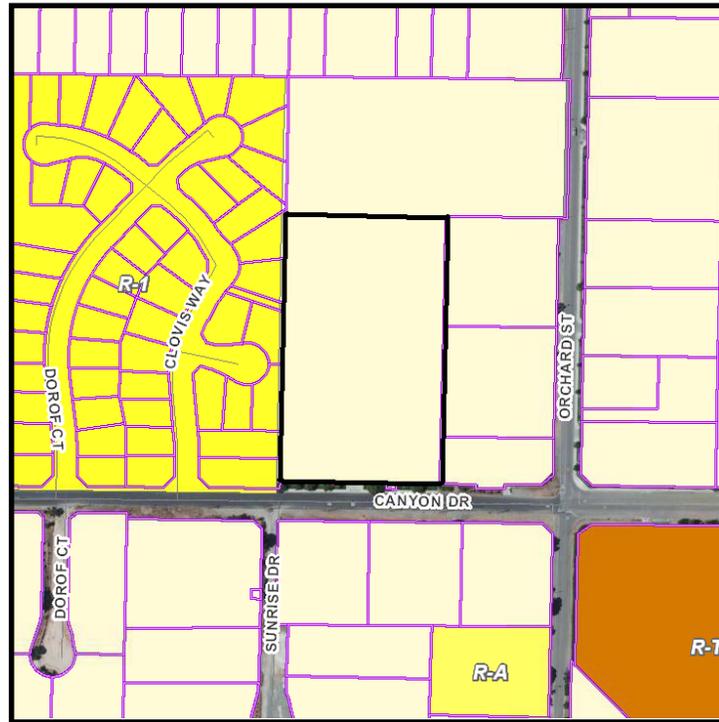
Table 1 – Adjacent Land Use, General Plan Land Use Designation, and Zoning

Location	Current Land Use	General Plan Land Use Designation	Zoning
Subject Property	Church	Low Density Residential (LDR)	Rural Residential (R-R)
North	Residential	Low Density Residential (LDR)	Rural Residential (R-R)
South	Residential	Low Density Residential (LDR)	Rural Residential (R-R)
West	Residential	Medium Density Residential (MDR)	Single Family Residential (R-1)
East	Residential	Low Density Residential (LDR)	Rural Residential (R-R)

Figure 2: General Plan Land Use Designation (Low Density Residential)



**Figure 3: Zoning
(Rural Residential)**



Public Use Permit /Site Plan

The proposed Public Use Permit is a request to approve three (3) modular classrooms, each with a square footage of 1,800 square feet, to be used as Sunday school classrooms on a parcel with an existing church and classroom building. The site generally drains from the east to west and is fairly flat. Site access is provided via a driveway off Canyon Drive. On-site circulation is provided via a 35-foot-wide drive aisle. The existing design meets City and the Riverside County Fire Department standards.

Currently, a 6-foot-high chain-link fence exists along the north and east property lines. In addition there is a 6-foot high block wall located on the West property line screening the church from the Canyon Village development, a single family residential development, and a two-foot high landscape berm between the church parking lot and Canyon Drive.

Additional landscaping will be installed around the perimeter of the proposed classrooms and will blend in with the current existing landscaping.

PROJECT ANALYSIS

Public Use Permit/Site Plan:

The proposed site plan has been evaluated to ensure compliance with the development standards for the R-R (Rural Residential) zone (Chapter 17.16) and the City's Off Street parking Ordinance (Chapter 17.188). As Table 2 illustrates, the proposed site plan meets and/or exceeds the minimum development standards for the R-R zone.

Table 2 – Development Standards

Development Standard	Zoning Ordinance Standard	Proposed Project Specifics	Meets Requirements
Front Setback ¹	20 feet	82 feet	Yes
Side Setback(s) ¹	5 and 10 feet	58 and 210 feet	Yes
Rear Setback ¹	10 feet	405 feet	Yes
Building Height ¹	40 feet max.	11 feet 6 inches	Yes
Off-Street Parking ²	66 spaces	78 spaces	Yes
Landscaping ²	10%	33.6%	Yes

1. Refers to code section 17.16 (Rural Residential)

2. Refers to code section 17.188 (Off street vehicle)

Land Use Compatibility:

The current Church is located on a parcel that is 5.25 acres in size. It is surrounded currently by residential uses in accordance with the General Plan. Churches are usually considered to be compatible with residential uses, however there can be concerns about parking, special events and loud music that can be disruptive to a neighborhood. The Gracepoint Community Church has been in operation since 1993 and operates on a daily basis in the afternoons for bible study and has its highest concentration of activity on Sundays for service. Since it has been in operation, there have been no complaints from neighbors due to the activity of the site.

Landscape Plan:

The City's Landscape Architect has reviewed the proposed landscape design and has determined that the plan complies with the City's landscape standards requiring water-efficient landscaping and water conservation.

Architectural Elevations:

The existing church office building was approved by the County of Riverside in January 26, 1993. The building has a stucco exterior with concrete tile roof. The existing classroom located behind the Church building was approved by the County of Riverside on August 22, 2002, that building was conditioned to be painted to match the existing church in color. To remain consistent with the previous approvals, staff is recommending Planning Department Condition Number 9 that requires that the modular classrooms be painted to match, or be complementary to, the existing Church and classroom in color to provide an overall consistency with all of the buildings on site.

CEQA Compliance:

Staff is recommending that the project be found exempt from the California Environmental Quality Act (CEQA) under CEQA Guideline 15303 (Class 3, New Construction or Conversion of Small Structures). The project qualifies for this exemption because the project site is not located within an environmentally sensitive area and it consists of the installation of three (3) structures that are 1,800 square feet each on an existing developed parcel. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. Churches and classrooms are not associated with the use of significant amounts of hazardous materials. The site is adequately served by all required utilities and public services.

REQUIRED PROJECT FINDINGS

CEQA Findings:

In accordance with Section 15303 of the CEQA Guidelines, the “construction and location of limited number of new, small facilities or structures” is exempt from CEQA. Specifically, subsection (c) of Section 15303 provides the following small structures are exempt from CEQA:

- (c) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use, if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.

The proposed project meets these standards and as such is Categorically Exempt. The modular classrooms will be used for Sunday school, which will not involve significant amounts of hazardous substances. Also, the City of Wildomar is considered an “urbanized area” for CEQA purposes. CEQA Guideline 15387 defines “urbanized area” to mean a city or group of contiguous cities with a population of 50,000 or more, together with adjacent areas with a population density of at least 1,000 persons per

square mile. Guideline 15387 provides that a lead agency may determine an area to be an “urbanized area” by referencing the U.S. Census Bureau maps for urban areas. Per the 2010 U.S. Census Bureau maps, the City of Wildomar, including the project site, is within the “Murrieta-Temecula-Menifee” urbanized area. Since the project site is in an urbanized area, up to four building not exceeding 10,000 square feet in floor area may be constructed under this exemption. As the applicant is proposing three buildings with a total of 5400 square feet, this exemption applies.

Public Use Permit Findings:

Pursuant to Section 17.208.040 of the Wildomar Zoning Ordinance, staff recommends that the Planning Commission hereby find and determine as follows:

- A. The proposed use is consistent with the Wildomar General Plan and Zoning Ordinance.

Evidence - The proposed Public Use Permit is consistent with the existing General Plan land use designation of Low Density Residential for the project site. The project furthers the objectives of the General Plan As follows:

LU6.1 (Land Use Compatibility) “Require land uses to develop in accordance with the General Plan and area plans to ensure compatibility and minimize impacts.”

LU6.2 (Land Use Compatibility) “Direct public, educational, religious , and utility uses established to serve the surrounding community toward those areas designated for Community Development and Rural Community uses on the applicable Area Plan land use maps. These uses may be found consistent with any of the Community Development, Rural Community, or Rural foundation designation (Land Use Compatibility), including Rural Village Overlay, as well as the Open Space – Rural and Agriculture designations.”

LU 23.7 (Community Design) “Require that adequate and available circulation facilities, water resources and sewer facilities exist to meet the demands of the proposed land use.”

The project is consistent with the R-R Rural Residential Zoning District and meets the development standards for the zone as shown in this staff report. The project complies with the applicable provisions of the Zoning Ordinance, including, but not limited to, Chapter 17.188 (Off-Street Vehicle Parking Standards) and Chapter 17.208 (Public Use Permit). Additionally, conditions have been added to the project to ensure that all the minimum requirements of the City’s Zoning Ordinance are met.

- B. The overall development of the land shall be designed for the protection of the public health, safety, and general welfare.

Evidence - The proposed project meets the requirements of public works and the fire department regarding emergency vehicle access. The project will meet the California Building Code requirements for the proposed classroom use and the project is conditioned to be painted similar to the existing church buildings. The site is of sufficient size to accommodate the new buildings without affecting the surrounding uses, and landscaping is proposed to soften the edges of the project.

PUBLIC COMMUNICATION/NOTICING

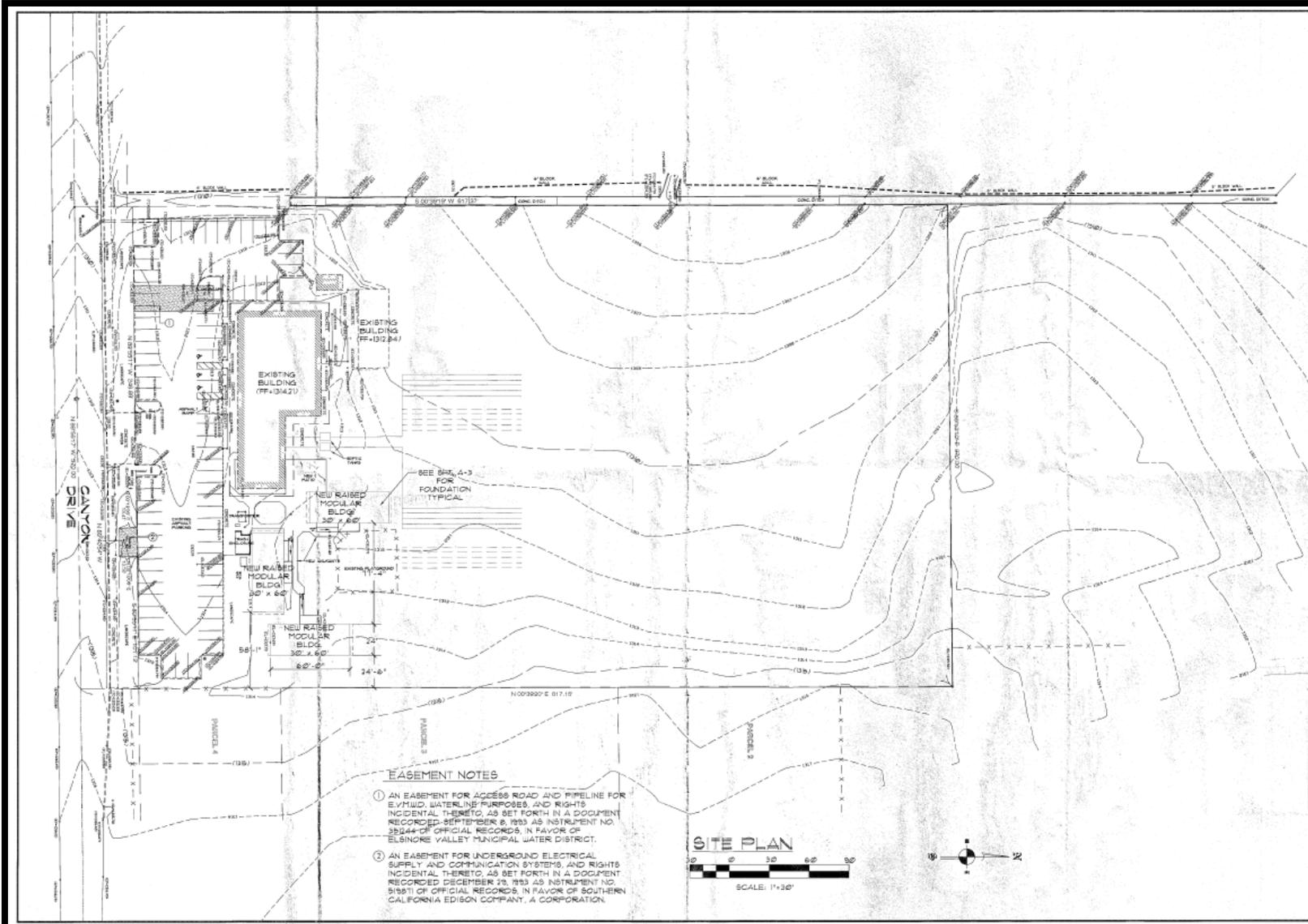
In accordance with Government Code Sections 65854, and 65090, 65091, the Planning Department, on December 4, 2013, mailed a public hearing notice to all property owners within a 300-foot radius of the project boundaries notifying them of the December 18, 2013, Planning Commission public hearing for the proposed project. In addition, on December 6, 2013, a legal notice was published in The Press Enterprise, a local newspaper of general circulation, notifying the general public of the December 18, 2013, Planning Commission hearing for the approval of the public use permit.

Respectfully Submitted
Matthew C. Bassi
Planning Director

Prepared By
Alfredo Garcia
Assistant Planner

Reviewed by
Erica L. Vega
Assistant City Attorney

DEVELOPMENT PLANS EXHIBITS



- EASEMENT NOTES**
- ① AN EASEMENT FOR ACCESS ROAD AND PIPELINE FOR E.V.M.W.D. WATERLINE PURPOSES, AND RIGHTS INCIDENTAL THEREOF, AS SET FORTH IN A DOCUMENT RECORDED SEPTEMBER 8, 1933 AS INSTRUMENT NO. 38244 OF OFFICIAL RECORDS, IN FAVOR OF ELKSNOKE VALLEY MUNICIPAL WATER DISTRICT.
 - ② AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY AND COMMUNICATION SYSTEMS, AND RIGHTS INCIDENTAL THEREOF, AS SET FORTH IN A DOCUMENT RECORDED DECEMBER 7th, 1933 AS INSTRUMENT NO. 38981 OF OFFICIAL RECORDS, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION.



REVISION	BY

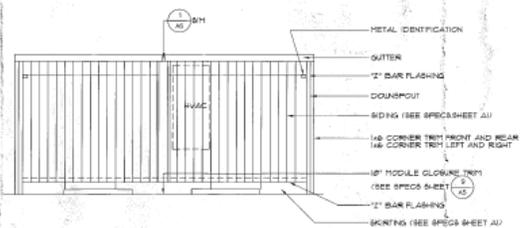
MANNING ENGINEERING INC.
 CIVIL ENGINEERING CONSULTANTS
 41892 HAZLEHURST CIRCLE, SUITE 100
 TEMECULA, CALIFORNIA 92590
 (951) 261-1100
 FAX: (951) 261-1101
 WWW.MANNINGENGINEERING.COM



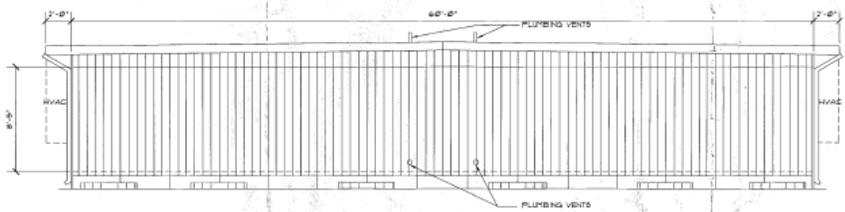
GRACEPOINT CHURCH OF THE NAZARENE
 1000 CANON DRIVE
 ELKSNOKE VALLEY, CA 92520
 APN: 367-020-035

DATE: NOV. 2012
 SCALE: AS NOTED
 DRAWN BY: LBJ
 CHECKED BY:
 PROJECT NO.:
 SHEET NO.:
 OF SHEETS

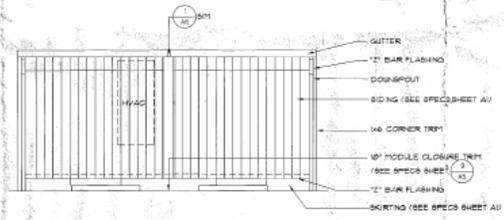




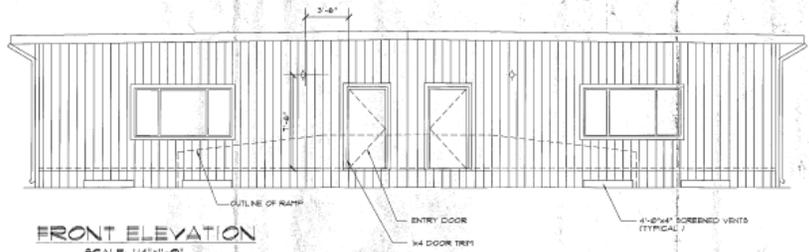
RIGHT SIDE ELEVATION
SCALE: 1/4"=1'-0"



REAR ELEVATION
SCALE: 1/4"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"



FRONT ELEVATION
SCALE: 1/4"=1'-0"

REVISION	BY

MANNING ENGINEERING INC.
 CIVIL/STRUCTURAL CONSULTANTS
 41495 KALIPATANG CIRCLE, SUITE E
 HUNTSVILLE, AL 35894
 (256) 833-8888 Fax: (256) 833-8887
 Email: manning@mei-engineering.com



APN: 367-020-035

GRACEPOINT CHURCH OF THE NAZARENE
 21400 WOODCROFT DRIVE
 WOODCROFT, AL 37156

ELEVATIONS

DATE	DEC. 2013
SCALE	AS NOTED
DRAWN BY	LJU
CHECKED BY	
DATE	
PROJECT	
SHEET NO.	A-3
OF	3 SHEETS

San Diego Office:
3477 Avenida De Arco
San Diego, California 92104
Yorba Linda Office:
231 Stoneledge Court
Yorba Linda, California 92686
Office Phone: 951.676.5888
Co. No. 3669
Email: rjoff@rejoff.com
Web: www.rejofflandscape.com

Project
GRACEPOINT CHURCH OF THE NAZARENE
21400 CANYON DRIVE
WILDOMAR, CALIFORNIA 92595

Phase
LANDSCAPE CONCEPT PLANS

Client
GRACEPOINT CHURCH OF THE NAZARENE



No.	Revision	Date

Sheet Title
LANDSCAPE CONCEPT PLAN

Drawn	Check	Sheet
Date		
Scale		
Job No.		

L-1

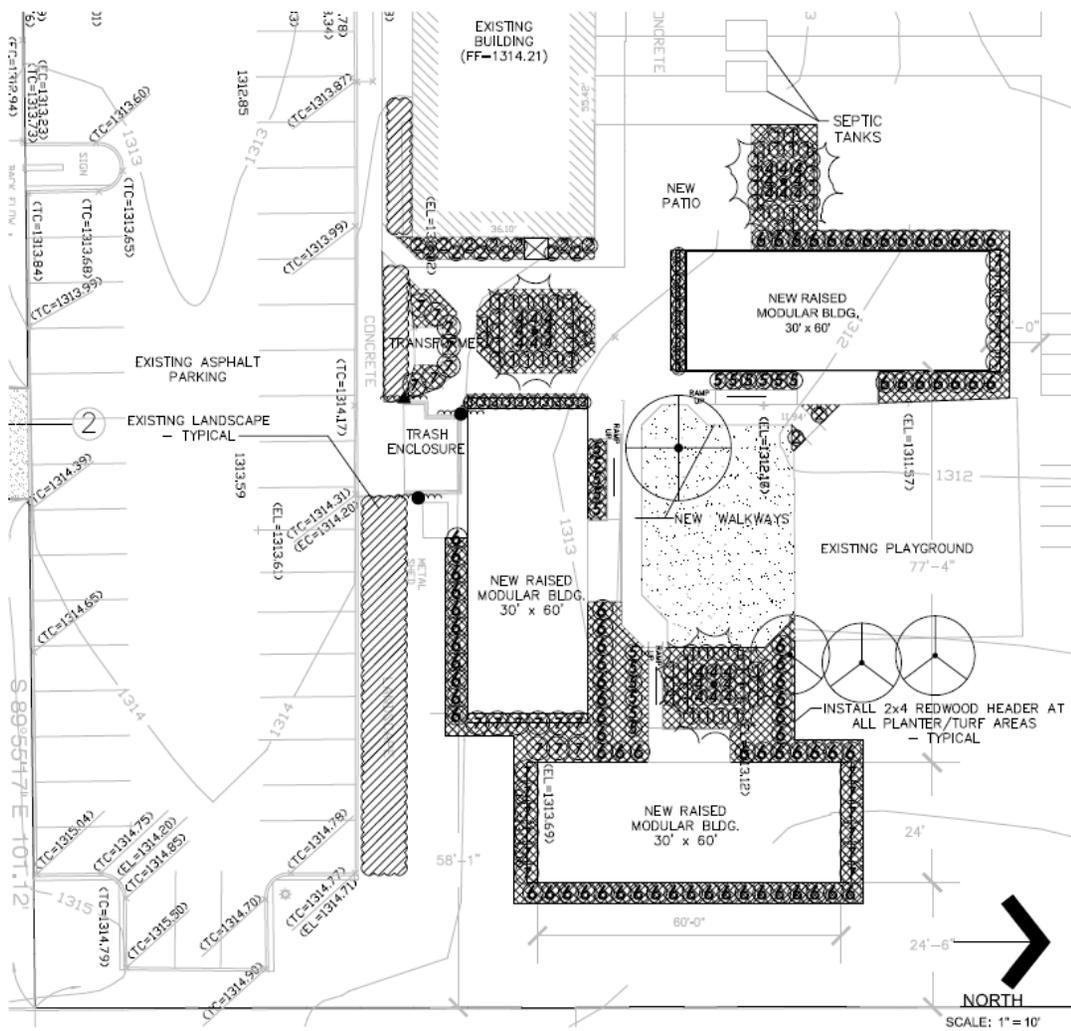
PLANT PALETTE

SYMBOL	BOTANICAL NAME / COMMON NAME	QTY	QTY
PROPOSED TREES			
	ARBUSTUS TREMULA / ARBUSTUS	11 GAL	3
	CHITALPA TAGHENTINENSIS / CHITALPA	24" BOX	3
	OLEA EUROPAEA SWAN HILL / SWAN HILL OLIVE	24" BOX	1
PROPOSED SHRUBS			
①	ROSA CARPET RED / CARPET RED ROSE	5 GAL	64
②	PIROBRUN TUNA HARBOW WARRIOR / HARBOW WARRIOR NEW ZEALAND PLUM	5 GAL	15
③	LAVANULA DENTATA / FRENCH LAVENDER	5 GAL	20
④	ROSA 'SERRANO' / SERRANO ROSE	5 GAL	24
⑤	ROSSIAEUS OLEANDER / TUSCAN / TUSCAN ROSEMARY	5 GAL	17
⑥	SALVIA CLEVELAND / CLEVELAND SAGE	5 GAL	19
⑦	CEANOETHUS JULIA PHILIPS / JULIA PHILIPS CEANOETHUS	5 GAL	34
VINES			
	PARTHENOCISSUS QUINQUEFOLIA / VIRGINIA CREEPER	5 GAL	2
	TRACHELOSPERMUM JASMINOIDES / STAR JASMINE	5 GAL	1
GROUND COVER			
	MYOPORIUM PARVIFOLIUM / MYOPORIUM	FROM PLANT B	350 SQ. FT. G.C.
	MEDIUM BARK MULCH THROUGHOUT ALL SHRUBS/COVER AREAS	2" LAYER MIN.	350 SQ. FT.
TURF			
	PERSICOLA / SANATHON 11" / SANATHON TURF TYPE TALL PEGS	500	1016 SQ. FT.

NOTES:
1. ALL TREES, SHRUBS, VINES, TURF, AND GROUND COVER ARE TO BE PLANTED WITH AN AUTOMATIC IRRIGATION SYSTEM.
2. TOTAL PROPOSED LANDSCAPE AREA: 3847 SQ. FT.

PLANT NOTES

1. ALL LANDSCAPE AREAS TO BE INSTALLED BY OWNER OR CHURCH AGENT. PROPOSED TREES, SHRUBS, VINES, TURF, AND GROUND COVER ARE TO BE PLANTED WITH AN AUTOMATIC IRRIGATION SYSTEM.
2. ALL LANDSCAPE AREAS SHALL BE INSTALLED TO PROTECT EXISTING UTILITIES.
3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE PLANTING SCHEDULE AND THE PLANTING INSTRUCTIONS PROVIDED BY THE SUPPLIER.
4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE PLANTING SCHEDULE AND THE PLANTING INSTRUCTIONS PROVIDED BY THE SUPPLIER.
5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE PLANTING SCHEDULE AND THE PLANTING INSTRUCTIONS PROVIDED BY THE SUPPLIER.
6. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE PLANTING SCHEDULE AND THE PLANTING INSTRUCTIONS PROVIDED BY THE SUPPLIER.
7. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE PLANTING SCHEDULE AND THE PLANTING INSTRUCTIONS PROVIDED BY THE SUPPLIER.
8. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE PLANTING SCHEDULE AND THE PLANTING INSTRUCTIONS PROVIDED BY THE SUPPLIER.
9. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE PLANTING SCHEDULE AND THE PLANTING INSTRUCTIONS PROVIDED BY THE SUPPLIER.
10. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE PLANTING SCHEDULE AND THE PLANTING INSTRUCTIONS PROVIDED BY THE SUPPLIER.



CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: January 14, 2015

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Professional Services Agreement with Colgan Consulting Corporation for 2015 Development Impact Fee (DIF) Study Update

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the Professional Services Agreement.

BACKGROUND:

The City of Wildomar introduced Ordinance No. 93 and adopted Resolution No. 2014-02 on January 22, 2014, that identifies the impacts on the City's facilities due to future development, calculates fees to mitigate those impacts, and spreads those fees to future development based on a fair and defensible nexus. The ten components for facilities and infrastructure contained in Wildomar's DIF Program include:

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

The City contracted with Colgan Consulting Corporation to prepare the DIF Program to meet the specific needs of the City of Wildomar and to mitigate the impacts of future development.

Since that time, staff has worked on the preparation of Parks Master Plan, and a Drainage Improvement Master Plan. Staff further desires to eliminate the fee collection for the Riverside County Road and Bridge Benefit District (RBBD). The facilities that are identified in the RBBD will be mitigated through payment of the

Transportation Uniform Mitigation Fee (TUMF) program or the City DIF program. Staff is also currently working with Western Riverside Council of Governments (WRCOG) on the update of the TUMF program. Staff anticipates that the TUMF program may include modifications to street and intersection improvements within the city. Therefore, the city's DIF facilities included in the Streets/Intersections component require modification.

Staff recommends contracting with Colgan Consulting Corporation to prepare a 2015 DIF Update study to update the following components:

- Streets/Intersections
- Parks
- Drainage

FISCAL IMPACT:

The 2015 DIF Update Study will adjust the impact fees for the three components listed above.

Submitted by:
Dan York
Assistant City Manager
Public Works Director/City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Professional Services Agreement

AGREEMENT FOR SERVICES

By and Between

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

and

Colgan Consulting Corporation

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
COLGAN CONSULTING CORPORATION**

This Agreement for Services (“Agreement”) is entered into as of this 14th day of January, 2015 by and between the City of Wildomar, a municipal corporation (“City”) and Colgan Consulting Corporation, a California Corporation (“Service Provider”). City and Service Provider are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by *direct negotiation* the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a *proposal* for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Wildomar’s Municipal Code, City has authority to enter into this Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for *1 year* commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit “A” “Scope of Services” (hereinafter, the “Services”) and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit “A.” Should the Services not be completed pursuant to that

schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed *nineteen thousand* dollars (**\$19,000**), unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit “B” include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service Provider to be paid within forty-five (45) days of receipt of Service Provider’s correct and undisputed invoice.

(d) Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider’s work under this Agreement, either during performance or when completed. City shall reject or finally accept

Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Service Provider's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Service Provider, nor any of Service Provider's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Service Provider expressly waives any claim Service Provider may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth in this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations

necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Service Provider's performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Service Provider, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Service Provider gives City notice of such court order or subpoena.

(c) If Service Provider, or any officer, employee, agent or subcontractor of Service Provider, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Service Provider for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Service Provider's conduct.

(d) Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents,

employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(c) Indemnification from Sub-Service Providers. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term “design professional,” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) City’s Negligence. The provisions of this section do not apply to claims occurring as a result of City’s sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit “C” “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content.

These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement.

In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

(b) Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Service Provider or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work

performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

To Service Provider: Colgan Consulting Corporation
Attn: Joseph Colgan, President
3323 Watt Avenue # 131
Sacramento, CA 95821

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

CITY OF WILDOMAR

Gary Nordquist
City Manager

ATTEST:

Debbie A. Lee
City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

By: _____
Joseph Colgan
Its: President

By: _____

Its: _____

NOTE: SERVICE PROVIDER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

- A. Development Impact Fee Update for Streets and Traffic Signals
- B. Development Impact Fee Update for Parks
- C. Development Impact Fee Update for Drainage Improvements

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

- A. Draft 2015 Development Impact Fee Update Report
- B. Final 2015 Development Impact Fee Update Report

III. During performance of the Services, Service Provider will keep the City apprised of the status of performance by delivering the following status reports:

- A. Not applicable

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

- A. March 18, 2015 submit Draft Report target date to present to City Council on April 8, 2015
- B. May 13, 2015 submit Final Report target date to present to City Council on June 10, 2015

V. Service Provider will utilize the following personnel to accomplish the Services:

- A. Not applicable

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

- A. Interwest Consulting Group for GIS services (under separate City contract)

EXHIBIT "B"
COMPENSATION

I. Service Provider shall use the following rates of pay in the performance of the Services:

A. Report [\$145/hour]

B. Travel \$2,000/ea

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ (n/a) per hour without written authorization from the City Manager or his designee.

IV. The total compensation for the Services shall not exceed \$19,000, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

EXHIBIT "C" INSURANCE

A. Insurance Requirements. Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Service Provider shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Service Provider and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Service Provider's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Service Provider shall maintain limits of insurance no less than:

(1) Commercial General Liability. \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence.

(4) Professional Liability. \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Service Provider's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.

(3) Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

C. Other Requirements. Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the

insurance provisions of this contract have been complied with. The City may require that Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



Memo

To: Dan York
From: Joe Colgan
Date: December 18, 2014
Re: Proposal for an Impact Fee Update

I am submitting this proposal memo in response to your email message regarding your plan to update certain impact fees early in 2015.

Facilities to Be Addressed in the Update

The facilities to be addressed in this update are:

- Streets and Traffic Signals
- Parks
- Drainage Improvements

Background

Colgan Consulting prepared an impact fee study for the City of Wildomar in the 2012-2013 time frame. Impact fees based on that study were adopted in January, 2014.

Since that time, the City has moved ahead with a Drainage Master Plan and a Parks Master Plan. Those plans will provide additional information to be considered in calculating impact fees. In addition, some of the assumptions used to calculate the street impact fees need to be updated, and it appears that the street improvement costs covered by the street impact fees do not include the cost of traffic signals.

Methodology

Streets and Traffic Signals. The basic fee calculation method will not change, and there will be no change in the projections of future trips used in the fee calculations. What will change is the cost basis for the fees, as the City wants to include traffic signal costs and incorporate projects currently being funded by the Southwest Riverside County Road and Bridge Benefit District (RBBD). Some changes in the design standards for Bundy Canyon Road will also be reflected in the update.

Parks. The basic method used to calculate the park fees will not change. However, the fees will be updated to reflect policies from the new Park Master Plan.

Drainage Improvements. The 2014 impact fee study calculated drainage impact fees by allocating costs for drainage improvements to new development citywide, based on estimated increases in impervious surface area for various types of development. The new Drainage Master Plan will allow drainage improvement costs to be allocated by watershed.

In order to calculate impact fees on a watershed-by-watershed basis, we will need to project future development for each watershed. That is likely to be the most challenging aspect of the update to drainage impact fees.

The citywide projections of future development used in the 2014 impact fee study were compiled using parcel-by-parcel data from the Assessor's parcel database merged with City zoning districts by the Interwest Consulting GIS team. I think Brad Finley did that work. Then Colgan Consulting sorted and compiled data on around 10,000 individual parcels into zoning categories and applied density (residential) or FAR (non-residential) factors to the acreage in each category to project units of development. That was a fairly labor intensive process.

In order to produce development projections by watershed, GIS will have to generate parcel lists for each watershed, and then the parcel data with zoning will have to be sorted and compiled as in the previous study. Depending on the number of watersheds used for the impact fee calculations, that process may be even more labor intensive than in the previous study.

Estimated Study Cost

I estimate that the work required for the impact fee update described above will require at least 80 hours of billable time, not including any site visits to Wildomar. At \$145.00 per hour, the total cost for 80 hours would be \$11,600.00. Considering the unknowns associated with this project, I propose a not to exceed cost of \$15,000.00 for the project, not including time and travel expenses for any site visits. The cost per site visit, including time and travel expenses is estimated at \$2,000.00.

Firm Overview

Contact Information: Colgan Consulting Corporation
3323 Watt Avenue # 131
Sacramento, CA 95821
916.205.2446
jcolgan@colgan-consulting.com

Business Type: Corporation (California Corporation # 2650594)

Employer ID: 20-1147363

Responsible Person: Joseph Colgan, President
and Project Manager

Years in Business: Colgan Consulting was founded in May, 2004, and has been in business for ten years.

Years of Experience: Joseph Colgan, project manager for this study, has specialized in California impact fee studies for 25 years.

Impact Fee Qualifications

Joe Colgan, president of Colgan Consulting will serve as Project Manager for this study and will personally perform all of the work described in this proposal.

Mr. Colgan is a professional planner and a nationally-recognized impact fee expert who has specialized in impact fee consulting for more than 24 years. Since 1990, he has prepared at least 100 impact fee studies in five states--over 90% of them in California. He has spoken on impact fees at conferences and seminars nationally, and has served three terms on the Board of the National Impact Fee Roundtable (now the Growth and Infrastructure Consortium), including one term as Vice Chair.

His key impact fee qualifications include:

- A thorough understanding of the legal framework for impact fees, including the Mitigation Fee Act, the Quimby Act, and constitutional requirements for defensible impact fees.
- Wide-ranging expertise in the technical aspects of impact analysis, fee calculation and nexus documentation and the ability to apply innovative analytical methods to complex situations.
- First-hand knowledge of a wide variety of cost allocation and fee calculation methodologies
- Experience calculating impact fees for water, sewer, transportation, and drainage systems; parks and open space; community and recreation centers; libraries; police and fire facilities, and general government facilities.
- A background in land use planning and capital facilities planning, as well as direct involvement in the programming, planning, design, and construction of numerous of public facilities.
- The ability to understand and interpret planning documents, facility master plans, and engineering studies.
- Knowledge of cash flow modeling and the use of discounted present value calculations to incorporate past or future debt service payments into impact fees.
- Sensitivity to local political environments, and experience in productively involving stakeholders and the public in the impact fee process.

References

Below is a list of recent impact fee projects and references for Colgan Consulting.

City of Rancho Cucamonga, CA

Impact Fee Study for Parks, Libraries, Community /Recreation Centers and Police Facilities

(Impact fee ordinance adopted by the City Council on June 4, 2014)

Dan James, Senior Civil Engineer

Phone: 909-477-2740 x 4020

Email: Dan.James@CityofRC.us

City of Wildomar, CA

Comprehensive Impact Fee Study (Impact fees adopted by City Council on 1/22/14)

Dan York, P.E., Public Works Director/City Engineer

Phone: 951-677-7551 Ext.211

Email: dyork@cityofwildomar.org

City of St. Helena, CA

Comprehensive Impact Fee Study (Impact fees adopted by City Council on 10/22/13)

Karen Scalabrini, Finance Director (now Finance Director for the City of Ukiah)

Phone: 707-463-6220

Email: kscalabrini@cityofukiah.com

City of Vista, CA

Traffic Impact Fee Study Update (Impact fees adopted by City Council on 4/23/13)

John Conley, AICP, Director, Community Development and Engineering Departments

Phone: 760-639-6100

Email: jconley@cityofvista.com

Previous studies for the City of Vista include: Fire Protection Impact Fee Study (2008), Traffic Impact Fee Study (2007) and Park and Recreation Impact Fee Study (2006)

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
SEPTEMBER 10, 2014**

CALL TO ORDER

The regular session of September 10, 2014, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Swanson at 8:46 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Trustees Cashman, Walker, Vice Chairman Benoit, and Chairman Swanson. Members absent: Trustee Moore.

Staff in attendance: General Manager Nordquist, Assistant General Manager York, District Counsel Jex, and Clerk of the Board Lee.

PUBLIC COMMENTS

There were no speakers.

BOARD COMMUNICATIONS

There was nothing to report.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Trustee Walker, seconded by Vice Chairman Benoit, to approve the agenda as presented.

MOTION carried, 4-0-1, by the following vote:

YEA: Cashman, Walker, Vice Chairman Benoit, Chairman Swanson

NAY: None

ABSTAIN: None

ABSENT: Moore

4.0 CONSENT CALENDAR

A MOTION was made by Trustee Walker, seconded by Vice Chairman Benoit, to approve the agenda as presented.

MOTION carried, 4-0-1, by the following vote:

YEA: Cashman, Walker, Vice Chairman Benoit, Chairman Swanson

NAY: None

ABSTAIN: None

ABSENT: Moore

4.1 Warrant Register

Approved the following:

1. Warrant Register dated 07-10-2014, in the amount of \$997.07;
2. Warrant Register dated 07-17-2014, in the amount of \$263.91;
3. Warrant Register dated 07-24-2014, in the amount of \$78.14; &
4. Warrant Register dated 07-31-2014, in the amount of \$1,033.75.

4.2 Treasurer's Report

Approved the Treasurer's Report for June, 2014.

4.3 Treasurer's Report

Approved the Treasurer's Report for July, 2014.

5.0 PUBLIC HEARINGS

There were no items scheduled.

6.0 GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

General Manager Nordquist presented his report.

FUTURE AGENDA ITEMS

There were no future agenda items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business Chairman Swanson declared the meeting adjourned at 8:49 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Ben J. Benoit
Chairman

Debbie A. Lee, CMC, City Clerk

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: January 14, 2015

TO: Chairman and Board of Trustees
FROM: Terry Rhodes, Accounting Manager
SUBJECT: Warrant Register

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 12-04-2014, in the amount of \$293.75;
2. Warrant Register dated 12-11-2014, in the amount of \$3,409.63;
3. Warrant Register dated 12-18-2014, in the amount of \$15,106.38;
4. Warrant Register dated 12-23-2014, in the amount of \$605.90; &
5. Warrant Register dated 12-30-2014, in the amount of \$1,264.31

DISCUSSION:

The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

FISCAL IMPACT:

These Warrant Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2014-15 Budgets.

Submitted by:
Terry Rhodes
Accounting Manager

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Voucher List 12/04/2014
Voucher List 12/11/2014
Voucher List 12/18/2014
Voucher List 12/23/2014
Voucher List 12/23/2014

Voucher List
City of Wildomar

12/04/2014 2:55:15PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204103	12/4/2014	000367 CINTAS CORPORATION	55805822		STAFF UNIFORM MAINTENANCE	36.20
Total :						36.20
204104	12/4/2014	000011 CR&R INC.	275689		NOV 2014 WASTE SERVICES - 3YD COMMERCIAL	128.01
Total :						128.01
204105	12/4/2014	000608 DEJONG, PETER	120314		CEMETERY DRINKING WATER	12.25
Total :						12.25
204106	12/4/2014	000094 STAUFFERS LAWN EQUIPMENT	224419		CEMETERY DEPARTMENTAL SUPPLIES	117.29
Total :						117.29
4 Vouchers for bank code : wf						Bank total : 293.75
4 Vouchers in this report						Total vouchers : 293.75

Voucher List
City of Wildomar

12/11/2014 3:58:51PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204136	12/11/2014	000028 CALPERS	1609		AUG-DEC 2014 CEMETERY RETIREE PREMIUM	1,171.67
Total :						1,171.67
204137	12/11/2014	000367 CINTAS CORPORATION	55808408 55811026		STAFF UNIFORM MAINTENANCE STAFF UNIFORM MAINTENANCE	36.20 36.20
Total :						72.40
204138	12/11/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	7064501		10/17/14-11/17/14 CEMETER WATER SERVICE	1,606.93
Total :						1,606.93
204139	12/11/2014	000186 RIGHTWAY	59031		11/28/14-12/25/14 CEMETERY RESTROOM MAIN	87.20
Total :						87.20
204140	12/11/2014	000378 TEMECULA VALLEY PIPE & SUPPLY	532014		CEMETERY DEPARTMENTAL SUPPLIES	258.56
Total :						258.56
204141	12/11/2014	000020 VERIZON	111914 111914/101914		11/19/14-12/18/14 CEMETERY VOICE/INTERNE 10/19/14-11/18/14 CEMETERY VOICE/INTERNE	112.24 100.63
Total :						212.87
6 Vouchers for bank code : wf						Bank total : 3,409.63
6 Vouchers in this report						Total vouchers : 3,409.63

Voucher List
City of Wildomar

12/18/2014 10:50:21AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204166	12/18/2014	000028 CALPERS	100000014432890		UNFUNDED LIABILITY FY 14/15	13,535.00
Total :						13,535.00
204167	12/18/2014	000367 CINTAS CORPORATION	55813604		STAFF UNIFORM MAINTENANCE	36.20
Total :						36.20
204168	12/18/2014	000011 CR&R INC.	276261		DEC 2014 WASTE SERVICES - 3 YD COMM. BIN	128.01
Total :						128.01
204169	12/18/2014	000631 LABOR READY	19102450 19121868		11/22/14-11/28/14 CEMETERY LABOR CEMETERY LABOR 11/29/14-12/05/14	807.52 599.65
Total :						1,407.17
4 Vouchers for bank code : wf						Bank total : 15,106.38
4 Vouchers in this report						Total vouchers : 15,106.38

Voucher List
City of Wildomar

12/23/2014 10:34:21AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
204197	12/23/2014	000608 DEJONG, PETER	121714		CEMETERY DRINKING WATER	6.25	
Total :						6.25	
204198	12/23/2014	000631 LABOR READY	19145223		12/6/14-12/12/14 CEMETERY LABOR	599.65	
Total :						599.65	
2 Vouchers for bank code :		wf				Bank total :	605.90
2 Vouchers in this report						Total vouchers :	605.90

Voucher List
City of Wildomar

12/30/2014 1:50:52PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204214	12/30/2014	000388 ALARM FINANCIAL SERVICES, TNSS	371464		1/1/15-3/31/15 - CEMETERY ALARM MONITORI	60.00
Total :						60.00
204215	12/30/2014	000367 CINTAS CORPORATION	55816190		STAFF UNIFORM MAINTENANCE	36.20
			55818767		STAFF UNIFORM MAINTENANCE	36.20
Total :						72.40
204216	12/30/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	7128177		11/17/14-12/16/14 CEMETERY WATER SERVICE	414.96
Total :						414.96
204217	12/30/2014	000631 LABOR READY	19167156		12/13/14-12/19/14 CEMETERY LABOR	599.65
Total :						599.65
204218	12/30/2014	000020 VERIZON	121914		12/19/14-1/18/15 CEMETERY VOICE/INTERNET	117.30
Total :						117.30
5 Vouchers for bank code : wf						Bank total : 1,264.31
5 Vouchers in this report						Total vouchers : 1,264.31

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: January 14, 2015

TO: Chairman and the Board of Trustees
FROM: Terry Rhodes, Accounting Manager
SUBJECT: Treasurer's Report – November 2014

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Report for November, 2014.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of November 2014.

FISCAL IMPACT:

None at this time.

Submitted by:
Terry Rhodes
Accounting Manager

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Treasurer's Report

**WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
November 2014**

DISTRICT INVESTMENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>	<u>STATED RATE</u>
EDWARD JONES	\$ 126,677.80	\$ 126,677.80	\$ 126,677.80	100.00%	0	0.000%
TOTAL	\$ 126,677.80	\$ 126,677.80	\$ 126,677.80	100.00%		

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
EDWARD JONES	\$ 126,173.91	\$ 503.89	\$ 0.00	\$ 126,677.80	0.000%
TOTAL	\$ 126,173.91	\$ 503.89	\$ 0.00	\$ 126,677.80	
TOTAL INVESTMENT	\$ 126,677.80				

In compliance with the California Code Section 53646, as the General Manager of the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.
I also certify that this report reflects all Government Agency pooled investments and all District's bank balances.

Terry Rhodes
Accounting Manager

Date