

CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

FEBRUARY 10, 2016
Council Chambers
23873 Clinton Keith Road, Suite 106



Bridgette Moore, Mayor/Chair
Timothy Walker, Mayor Pro Tem/Vice Chair
Ben Benoit, Council Member/Trustee
Bob Cashman, Council Member/Trustee
Marsha Swanson, 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 FEBRUARY 10, 2016

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 – CLOSED SESSION - 5:30 P.M.

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

1. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation; Title: City Manager.
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 one matter of potential exposure to litigation.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

David A. Brown Middle School Think Together Sports Teams Recognition

MSJC Presentation

Crystal Apple Award – Daniel Templeton, Elsinore High School

Proclamation – California Healthy Marriage Week, February 14 - 20

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, added to, or have items tabled at this time.

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Minutes – January 13, 2016 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 01-07-2016 in the amount of \$115,701.24;
2. Warrant Register dated 01-14-2016 in the amount of \$221,253.71;
3. Warrant Register dated 01-14-2016 in the amount of \$15,719.25;
4. Warrant Register dated 01-21-2016 in the amount of \$286,515.27;
5. Warrant Register dated 01-28-2016 in the amount of \$447,204.68;
6. Voided Check Register dated 01-29-2016 in the amount of \$11,986.54;
7. Payroll Register dated 01-01-2016 in the amount of \$65,417.51.

1.4 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for December, 2015.

1.5 FY 2014-15 Comprehensive Annual Financial Report (CAFR)

RECOMMENDATION: Staff recommends that the City Council receive and file the FY 2014-15 CAFR.

1.6 Notice of Non-Renewal to Solid Waste Franchisees

RECOMMENDATION: The Franchise Subcommittee recommends that the City Council authorize the City Manager to issue notices of non-renewal to Waste Management and CR&R under Section 3(C) of their Franchise Agreements at least 30 days prior to June 10, 2016.

1.7 Accounting Support Services Contract

RECOMMENDATION: Staff recommends that the City Council approve a contract with S. Stanton to provide accounting and administrative support services on a full-time/temporary basis.

1.8 Tentative Tract Map 32206 Final Tract Map Approval, Subdivision Improvement Agreement, Lien Agreement, Stormwater Management/BMP Facilities Agreement

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP 32206 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT AND LIEN AGREEMENT

2. Authorize the City Manger to execute the Stormwater Management/BMP Facilities Agreements for the tract's Water Quality Management Plan (WQMP).

1.9 Hidden Springs Traffic Signal Modification Project (CIP 017)

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

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, TO ACCEPT THE HIDDEN SPRINGS TRAFFIC SIGNAL MODIFICATION PROJECT (CIP 017) AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

1.10 Statement of Investment Policy FY15-16

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

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING STATEMENT OF INVESTMENT POLICY

1.11 Second Reading – Ordinance No. 115 Levying Special Taxes Within Community Facilities District No. 2013-1 (Services)

RECOMMENDATION: Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 115
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

2.0 PUBLIC HEARINGS

2.1 Horizon's Mixed-Use Development Project

RECOMMENDATION: The Planning Commission recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (EIR - SCH# 2015011021) INCLUDING ADOPTION OF A FINAL EIR, FINDINGS OF FACT / STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE HORIZONS MIXED-USE DEVELOPMENT PROJECT (PLANNING APPLICATION NO. 14-0040) CONSISTING OF A GENERAL PLAN AMENDMENT; CHANGE OF ZONE; A TENTATIVE TRACT MAP (TTM 36672); CONDITIONAL USE PERMIT; AND PLOT PLAN LOCATED AT THE NORTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-250-023)

If the above Resolution certifying the EIR is adopted, it is recommended that the City Council vote to continue consideration of the remaining Horizons Mixed-Use Development project and ordinance until after the close of the public hearing on the Grove Park Mixed-Use Development project (Agenda Item 2.1).

2. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT (PLANNING APPLICATION NO. 14-0040) TO CHANGE THE EXISTING LAND USE DESIGNATION ON APPROXIMATELY 18.41 NET ACRES FROM BUSINESS PARK TO COMMERCIAL RETAIL (ON THE SOUTHERLY 7.73± ACRES), AND TO HIGH DENSITY RESIDENTIAL (ON THE NORTHERLY 10.68± ACRES) TO ACCOMMODATE THE HORIZONS MIXED-USE DEVELOPMENT PROJECT LOCATED AT THE NORTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-250-023); AND APPROVING A GENERAL PLAN AMENDMENT (PLANNING APPLICATION NO. 14-0069) TO CHANGE THE EXISTING LAND USE DESIGNATION TO COMMERCIAL RETAIL

(CR) ON 10± ACRES TO ACCOMMODATE THE GROVE PARK MIXED-USE DEVELOPMENT PROJECT LOCATED AT THE SOUTHWEST CORNER OF CLINTON KEITH ROAD AND YAMAS DRIVE (APN: 380-250-003)

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

ORDINANCE NO. _____
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 14-0040) FOR THE HORIZONS MIXED-USE DEVELOPMENT PROJECT FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) FOR THE SOUTHERLY 7.73± NET ACRES OF THE PROJECT SITE, AND FROM R-R (RURAL RESIDENTIAL) TO R-3 (GENERAL RESIDENTIAL) FOR THE NORTHERLY 10.68± NET ACRES OF THE PROJECT SITE LOCATED AT THE NORTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-250-023)

4. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 36672 (PLANNING APPLICATION NO. 14-0040) TO SUBDIVIDE APPROXIMATELY 18.41 NET ACRES INTO THREE (3) LOTS TO ACCOMMODATE THE HORIZON'S MIXED-USE DEVELOPMENT PROJECT LOCATED AT THE NORTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-250-023)

5. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. 14-0040 TO DEVELOP AN 86-UNIT SENIOR ASSISTED LIVING FACILITY ON APPROXIMATELY 7.73± NET ACRES LOCATED AT THE NORTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD, AND APPROVING PLOT PLAN NO. 14-0040 TO DEVELOP A 138-UNIT TOWNHOUSE/CONDOMINIUM PROJECT ON APPROXIMATELY 10.68± NET ACRES LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND BUNNY TRAIL (APN: 380-250-023)

2.2 Grove Park Mixed-Use Development Project

RECOMMENDATION: The Planning Commission recommends the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (SCH# 2014121064), INCLUDING ADOPTION OF FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE GROVE PARK MIXED USE DEVELOPMENT PROJECT (PLANNING APPLICATION NO. 14-0069) CONSISTING OF A GENERAL PLAN AMENDMENT, A CHANGE OF ZONE, A TENTATIVE PARCEL MAP (TPM NO. 36673), AND A PLOT PLAN TO DEVELOP A 55,000± SQUARE-FOOT RETAIL/OFFICE CENTER AND A 162-UNIT MULTI-FAMILY APARTMENT PROJECT LOCATED AT THE SOUTHWEST CORNER OF CLINTON KEITH ROAD AND YAMAS DRIVE (APN: 380-250-003)

2. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT (PLANNING APPLICATION NO. 14-0040) TO CHANGE THE EXISTING LAND USE DESIGNATION ON APPROXIMATELY 18.41 NET ACRES FROM BUSINESS PARK (BP) TO COMMERCIAL RETAIL (CR) ON THE SOUTHERLY 7.73± ACRES, AND TO HIGH DENSITY RESIDENTIAL (HDR) ON THE NORTHERLY 10.68± ACRES TO ACCOMMODATE THE HORIZONS MIXED-USE DEVELOPMENT PROJECT LOCATED AT THE NORTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-250-023); AND APPROVING A GENERAL PLAN AMENDMENT (PLANNING APPLICATION NO. 14-0069) TO CHANGE THE EXISTING LAND USE DESIGNATION ON 10± ACRES FROM BUSINESS PARK (BP) TO COMMERCIAL RETAIL (CR) TO ACCOMMODATE THE GROVE PARK MIXED-USE DEVELOPMENT PROJECT LOCATED AT THE SOUTHWEST CORNER OF CLINTON KEITH ROAD AND YAMAS DRIVE (APN: 380-250-003)

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 14-0069) FROM R-R (RURAL RESIDENTIAL) TO C-P-S (SCENIC HIGHWAY COMMERCIAL) ON THE NORTHERLY 10± ACRES OF THE SITE FOR THE GROVE PARK MIXED-USE DEVELOPMENT PROJECT LOCATED AT THE SOUTHWEST CORNER OF CLINTON KEITH ROAD AND YAMAS DRIVE (APN: 380-250-003)

4. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE PARCEL MAP NO. 36673 (PLANNING APPLICATION NO. 14-0069) TO SUBDIVIDE APPROXIMATELY 20± ACRES INTO 3 LOTS TO ACCOMMODATE THE GROVE PARK MIXED-USE DEVELOPMENT PROJECT LOCATED AT THE SOUTHWEST CORNER OF CLINTON KEITH ROAD AND YAMAS DRIVE (APN: 380-250-003)

5. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A PLOT PLAN NO. 14-0069 TO DEVELOP A 55,000± SQUARE-FOOT RETAIL/OFFICE CENTER AND A 162-UNIT MULTI-FAMILY APARTMENT COMPLEX FOR THE GROVE PARK MIXED-USE DEVELOPMENT PROJECT LOCATED AT THE SOUTHWEST CORNER OF CLINTON KEITH ROAD AND YAMAS DRIVE (APN: 380-250-003)

2.3 Organic Waste Recycling Program

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ADOPTING AN ORGANIC WASTE
RECYCLING PROGRAM FOR THE PORTION OF THE CITY WEST
OF INTERSTATE 15

2. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ADOPTING AN ORGANIC WASTE
RECYCLING PROGRAM FOR THE PORTION OF THE CITY EAST
OF INTERSTATE 15

2.4 Proposed Voting By District Boundary Maps

RECOMMENDATION: Staff recommends that the City Council hold a public hearing, receive public comments and provide direction to Staff on the draft plans for the proposed boundaries of five voting districts.

3.0 GENERAL BUSINESS

3.1 FY2015-16 Midyear Budget Report

RECOMMENDATION: Staff recommends that the City Council:

1. Review and consider approval of the FY 2015-16 Midyear Report; and
2. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS TO THE
FY 2015-16 BUDGETED REVENUES AND EXPENSES

CITY MANAGER REPORT

CITY ATTORNEY 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 – January 13, 2016 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 01-07-16, in the amount of \$1,334.29;
2. Warrant Register dated 01-14-2016, in the amount of \$892.73;
3. Warrant Register dated 01-21-2016, in the amount of \$761.77; &
4. Warrant Register dated 01-28-2016, in the amount of \$1,178.17.

4.3 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for December, 2015.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

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

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

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, 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 February 5, 2016, 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, CMC
City Clerk/HR/Risk Manager

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
JANUARY 13, 2016**

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

The closed session of January 13, 2016, of the Wildomar City Council was called to order by Mayor Moore at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

City Council Roll Call showed the following Members in attendance: Council Members Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore. Members absent: None

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

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

City Clerk Lee read the following:

1. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation; Title: City Manager.
2. 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. City of Eastvale v. County of Riverside et al; California Court of Appeal Case No.: E064953.
 - B. Luwisa Seely v. City of Wildomar; RSC Case number MCC1500316.
3. 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 one matter of potential exposure to litigation.

The Council convened into closed session at 5:31 p.m. with all Council Members present.

RECONVENE INTO OPEN SESSION

At 6:41 p.m. the City Council reconvened into open session, with all Council Members present.

ANNOUNCEMENTS

City Attorney Jex stated, the City Council took up item #3 and #2.B in closed session. In regard to #2.B the City Council unanimously voted to defend the litigation. With respect to item #3, the City Council directed the City Manager and City Attorney to hire a demographer and take all steps to assist the Council in preparation of an Ordinance pursuant to Government Code Section 34886 requiring Members of the City Council to be elected By-District, and to submit that Ordinance to the Council for consideration and adoption in sufficient time to use Districts for the November, 2016 election. The Council's actions are based on a number of reasons including the Council's desire to undertake actions to expand voter participation in local elections. Receipt of a letter alleging the existing at-large system violates the California Voting Rights Act, and the Council's desire to avoid spending taxpayers' dollars in defense of a meritless, but potentially expensive, lawsuit. This process will entail a presentation to the City Council at its next meeting or possibly sooner at a special meeting, as well as at least three public hearings on the proposed districts. The remaining items, #1 and #2.A will be continued after the end of the City Council and the Cemetery District meetings where the City Council will reconvene into closed session.

ADJOURN CLOSED SESSION

There being no further business, Mayor Moore adjourned the closed session at 6:42 p.m.

SPECIAL ORDER OF BUSINESS

Councilman Benoit, 2015 Mayor, passed the Mayor's gavel to 2016 Mayor Moore.

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

The regular meeting of January 13, 2016, of the Wildomar City Council was called to order by Mayor Moore at 6:42 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

Moore. Members absent: None.

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

The flag salute was led by Boy Scout Troop 2011.

PRESENTATIONS

Mayor Moore presented the 2015 Mayor plaque to Ben Benoit.

Mayor Moore presented Eagle Scout Proclamations to Travis Pipoly, and Ashton Christensen.

Melina Velazquez, Branch Manager, presented the Library update.

The Fire Department update was given.

PUBLIC COMMENTS

Glenn Copple, Original Christmas Tree Lane, reported on the success of the program.

Ken Mayes, resident, spoke regarding the Measure Z audit.

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 Councilwoman Swanson, seconded by Councilman Benoit, to approve the agenda as presented.

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore
NAY: None
ABSTAIN: None
ABSENT: None

1.0 CONSENT CALENDAR

Ken Mayes, resident, spoke regarding the vacancies on the Measure Z Oversight Committee.

A MOTION was made by Councilman Benoit, seconded by Councilwoman Swanson, to approve the Consent Calendar as presented.

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore
NAY: None
ABSTAIN: None
ABSENT: None

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Minutes – December 9, 2015 Regular Meeting

Approved the Minutes as submitted.

1.3 Warrant & Payroll Registers

Approved the following:

1. Warrant Register dated 12-03-2015 in the amount of \$162,614.06;
2. Warrant Register dated 12-10-2015 in the amount of \$260,678.15;
3. Warrant Register dated 12-17-2015 in the amount of \$298,381.50;
4. Warrant Register dated 12-21-2015 in the amount of \$5,116.00;
5. Warrant Register dated 12-23-2015 in the amount of \$73,848.73;
6. Warrant Register dated 12-30-2015 in the amount of \$372,196.63 &
7. Payroll Register dated 01-01-2016 in the amount of \$64,333.38.

1.4 Treasurer's Report

Approved the Treasurer's Report for November, 2015.

1.5 Tentative Parcel Map 36080 (Wildomar Square) - Final Parcel Map Approval, Subdivision Improvement Agreement, Stormwater Management/BMP Facilities Agreement

1. Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE PARCEL MAP 36080 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT

2. Authorized the City Manger to execute the Stormwater Management/BMP Facilities Agreement for the development's Water Quality Management Plan (WQMP).

1.6 Declare Three Vacancies on the Measure Z Oversight Advisory Committee

1. Declared three vacancies on the Measure Z Oversight Advisory Committee, for seats currently held by Scott Bradstreet, Kathleen Bundy, and Jamie Johnson; and
2. Directed the City Clerk to advertise the vacancies.

2.0 PUBLIC HEARINGS

2.1 Consideration of Territory to be Annexed to Community Facilities District No. 2013-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2013-1 (Services), Annexation No. 6

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

There being no speakers, Mayor Moore closed the public hearing.

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

RESOLUTION NO. 2016 - 02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

WILDOMAR, CALIFORNIA, CALLING AN ELECTION FOR THE
PURPOSE OF SUBMITTING THE QUESTION OF THE LEVY OF
THE PROPOSED SPECIAL TAX TO THE QUALIFIED ELECTORS
WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY
FACILITIES DISTRICT NO. 2013-1 (SERVICES)

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore
NAY: None
ABSTAIN: None
ABSENT: None

City Clerk Lee opened the ballots which were marked “yes”.

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

RESOLUTION NO. 2016 - 03
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS
WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY
FACILITIES DISTRICT NO. 2013-1 (SERVICES)

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore
NAY: None
ABSTAIN: None
ABSENT: None

2.2 Consideration of Territory to be Annexed to Community Facilities District No. 2013-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2013-1 (Services), Annexation No. 7

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

There being no speakers, Mayor Moore closed the public hearing.

A MOTION was made by Mayor Pro Tem Walker, seconded by

Councilwoman Swanson, to adopt a Resolution entitled:

RESOLUTION NO. 2016 - 04
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, CALLING AN ELECTION FOR THE
PURPOSE OF SUBMITTING THE QUESTION OF THE LEVY OF
THE PROPOSED SPECIAL TAX TO THE QUALIFIED ELECTORS
WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY
FACILITIES DISTRICT NO. 2013-1 (SERVICES)

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore

NAY: None

ABSTAIN: None

ABSENT: None

City Clerk Lee opened the ballot which was marked "yes".

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

RESOLUTION NO. 2016 - 05
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS
WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY
FACILITIES DISTRICT NO. 2013-1 (SERVICES)

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore

NAY: None

ABSTAIN: None

ABSENT: None

2.3 Consideration of Territory to be Annexed to Community Facilities District No. 2013-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2013-1 (Services), Annexation No. 8

Mayor Pro Tem Walker stated he lives within 500' of this project, so he is recusing himself from the dais.

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

There being no speakers, Mayor Moore closed the public hearing.

Councilman Cashman stated he is not in favor of these types of assessments and would like that these items not come forward any more.

A MOTION was made by Councilman Benoit, seconded by Councilwoman Swanson, to adopt a Resolution entitled:

RESOLUTION NO. 2016 - 06
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, CALLING AN ELECTION FOR THE
PURPOSE OF SUBMITTING THE QUESTION OF THE LEVY OF
THE PROPOSED SPECIAL TAX TO THE QUALIFIED ELECTORS
WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY
FACILITIES DISTRICT NO. 2013-1 (SERVICES)

MOTION carried, 4-0-1, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Moore

NAY: None

ABSTAIN: Mayor Pro Tem Walker

ABSENT: None

City Clerk Lee opened the ballot which was marked "yes".

A MOTION was made by Councilman Benoit, seconded by Councilwoman Swanson, to adopt a Resolution entitled:

RESOLUTION NO. 2016 - 07
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS
WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY
FACILITIES DISTRICT NO. 2013-1 (SERVICES)

MOTION carried, 4-0-1, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Moore

NAY: None

ABSTAIN: Mayor Pro Tem Walker

ABSENT: None

3.0 GENERAL BUSINESS

3.1 Ordinance Levying Special Taxes Within Community Facilities District No. 2013-1 (Services)

Mayor Pro Tem Walker returned to the dais.

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

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

ORDINANCE NO. 115
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore

NAY: None

ABSTAIN: None

ABSENT: None

3.2 Wildomar Little League Proposal for Ball Field Modifications at Marna O'Brien Park

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

Discussion ensued regarding the light usage.

Ken Mayes, resident, asked if during the off hours if the field would be available to the public.

City Manager Nordquist answered no, however, it will be designed for the

Little League play.

A MOTION was made by Councilman Benoit, seconded by Councilwoman Swanson, to approve the proposed modifications at Marna O'Brien Park.

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore

NAY: None

ABSTAIN: None

ABSENT: None

3.3 2016 Special Events and Recreation Program Dates

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

Ken Mayes, resident, spoke regarding the lack of programs for seniors.

Mayor Moore went over the events proposed including the astronomy nights, which dates were just received.

A MOTION was made by Councilwoman Swanson, seconded by Councilman Benoit, to approve the special events and recreation programs calendar through December, 2016, as amended.

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore

NAY: None

ABSTAIN: None

ABSENT: None

CITY MANAGER REPORT

There was no report.

CITY ATTORNEY REPORT

City Attorney Jex advised regarding pending California Supreme Court case on Public Records Act (City of San Jose v. Superior Court).

FUTURE AGENDA ITEMS

There were no items.

ADJOURN THE CITY COUNCIL

There being no further business, Mayor Moore declared the meeting adjourned at 7:36 p.m., until after the Cemetery District meeting.

CLOSED SESSION

At 7:38 p.m. the City Council reconvened into closed session, with Councilwoman Swanson absent.

1. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation; Title: City Manager.
2. 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. City of Eastvale v. County of Riverside et al; California Court of Appeal Case No.: E064953.

The City Council reconvened into closed session at 8:10 p.m., with Councilwoman Swanson absent.

City Attorney Jex advised there was no reportable action.

There being no further business, Mayor Moore declared the meeting adjourned at 8:11 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Bridgette Moore
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.3
CONSENT CALENDAR
Meeting Date: February 10, 2016

TO: Mayor and City Council Members
FROM: James Riley, Finance Director
PREPARED BY: Rochelle Johnson, Acting Accounting Manager
SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 01-07-2016 in the amount of \$115,701.24;
2. Warrant Register dated 01-14-2016 in the amount of \$221,253.71;
3. Warrant Register dated 01-14-2016 in the amount of \$15,719.25;
4. Warrant Register dated 01-21-2016 in the amount of \$286,515.27;
5. Warrant Register dated 01-28-2016 in the amount of \$447,204.68;
6. Voided Check Register dated 01-29-2016 in the amount of \$11,986.54; &
7. Payroll Register dated 01-01-2016 in the amount of \$65,417.51.

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. For informational purposes, a listing of voided checks is provided as a part of the mid year maintenance process.

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 and Fiscal Year 2015-16 Budgets.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Voucher List 01/07/16
Voucher List 01/21/16
Voided Check List as of 12/30/2015

Voucher List 01/14/16(2)
Voucher List 01/28/16
Payroll Register 02/01/16

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205645	1/7/2016	000458 AMERICAN FENCE COMPANY, INC.	1886780		12/21/15-1/20/16 INSTALL REMOVE TEMP FEN	134.40
			1886782		12/21/15-1/20/16 INSTALL REMOVE TEMP FEN	75.00
					Total :	209.40
205646	1/7/2016	000033 AMERICAN FORENSIC NURSES	67178		BLOOD DRAW (4) DRY RUN (1)	220.00
			67205		BLOOD DRAW (2)	80.00
					Total :	300.00
205647	1/7/2016	000554 AT & T	122815		TELEPHONE LONG DIST P/E 12/28/15	37.58
					Total :	37.58
205648	1/7/2016	000008 AT&T MOBILITY	X12282015		11/21/15-12/20/15 COUNCIL MOBILE PHONE	114.26
					Total :	114.26
205649	1/7/2016	000034 BIO-TOX LABORATORIES	31462		RC SHERIFF - LAB SERVICES	41.70
			31463		RC SHERIFF - LAB SERVICES	332.00
			31510		RC SHERIFF - LAB SERVICES	78.00
					Total :	451.70
205650	1/7/2016	000906 BLUNDEN, CHRISTOPHER	160107		ASSET RECOVERY PROJECT	6,967.89
					Total :	6,967.89
205651	1/7/2016	000779 CASC ENGINEERING & CONSULTING	34798		PROF. SVC THROUGH 11/30/15	553.75
					Total :	553.75
205652	1/7/2016	000024 GUARDIAN	121615		JAN 2016 DENTAL & VISION BENEFITS	1,967.04
					Total :	1,967.04
205653	1/7/2016	000449 INTERNATIONAL NAMEPLATE	100597		WILDOMAR POLICE VEHICLE NAMEPLATE	692.85
					Total :	692.85
205654	1/7/2016	000221 JOHNSON & SEDLACK	10716		SETTLEMENT 2013-2021 HOUSING ELEM LIT -	60,000.00
					Total :	60,000.00

Voucher List
City of Wildomar

01/07/2016 2:43:19PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205655	1/7/2016	000748 LSA ASSOCIATES, INC.	142400		PROF SVC FOR WILDOMAR GROVE PARK EIR THR	1,916.25
Total :						1,916.25
205656	1/7/2016	000040 MPS	48838		BRAND & LOGO LETTERHEAD	1,082.80
Total :						1,082.80
205657	1/7/2016	000018 ONTRAC	8350634		PROJECT RELATED SHIPPING COSTS	64.62
Total :						64.62
205658	1/7/2016	000042 PV MAINTENANCE, INC.	005-177		DEC 2015 CITYWIDE MAINT. CONTRACTUAL SVC	33,441.40
			005-177A		DEC 2015 SPECIAL PROJECT - SANDBAG EVENT	3,770.60
			005-177B		DEC 2015 SPECIAL PROJECT - CORYDON STRAW	1,564.00
			005-177C		DEC 2015 SPECIAL PROJECT - BUNDY CYN & O	1,624.92
			005-177D		DEC 2015 SPECIAL PROJECT - GUFFY LN & MI	537.63
Total :						40,938.55
205659	1/7/2016	000020 VERIZON	122215		12/22/15-1/21/16 FIOS INTERNET CHARGES	169.99
Total :						169.99
205660	1/7/2016	000437 VERIZON WIRELESS	9757653692		12/23/15-1/22/16 DATA INTERNET CHARGE	158.54
			9757653693		12/23/15-1/22/16 DATA INTERNET CHARGE	76.02
Total :						234.56
16 Vouchers for bank code : wf						Bank total : 115,701.24
16 Vouchers in this report						Total vouchers : 115,701.24

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205670	1/14/2016	000081 CALIFORNIA BUILDING STANDARDS, CC	11416		OCT 2015-DEC 2015 CA BLDG STND REVOLVING	594.00
					Total :	594.00
205671	1/14/2016	000028 CALPERS	1918		JAN 2016 MEDICAL PREMIUM	15,229.87
					Total :	15,229.87
205672	1/14/2016	000028 CALPERS	10816		12/26/15-01/08/16 BENEFIT CONTRIBUTIONS	5,174.32
					Total :	5,174.32
205673	1/14/2016	000785 CORELOGIC SOLUTIONS, LLC	81645765		DEC 2015 CODE ENFORCEMENT SOFTWARE	187.50
					Total :	187.50
205674	1/14/2016	000011 CR&R INC.	284725		1/1/16 4 YD BOX - BASEBALL FIELD	145.30
					Total :	145.30
205675	1/14/2016	000082 DEPARTMENT OF CONSERVATION, DIVI:	11416		OCT 2015-DEC 2015 SMIP FEES	1,156.05
					Total :	1,156.05
205676	1/14/2016	000022 EDISON	122215 123015A 123015B		10/29/15-12/18/15 ELECTRIC - ZONE 11/30/115-12/29/15 ELECTRIC - BASEBALL F 11/30/115-12/29/15 ELECTRIC - 21400 PALO	967.50 39.83 107.28
					Total :	1,114.61
205677	1/14/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER	7776392 7776393 7776394 7776395 7780466 7780467		11/05/15-12/07/15 WATER ZONE 52 LOC 01 11/05/15-12/07/15 WATER ZONE 29 LOC 02 11/05/15-12/07/15 WATER ZONE 71 LOC 01 11/05/15-12/07/15 WATER MARN OBRIEN PAR 11/06/15-12/07/15 WATER ZONE 3 LOC 7 M1 11/06/15-12/07/15 WATER HERITAGE PARK (A	53.57 42.08 94.46 2,614.61 98.83 106.38

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205677	1/14/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER	(Continued) 7784202		11/09/15-12/10/15 WATER ZONE 3 LOC 25 M1	273.54
			7784203		11/09/15-12/10/15 WATER ZONE 3 LOC 25 M2	2,094.81
			7784204		11/09/15-12/10/15 WATER ZONE 3 LOC 24 M1	288.14
			7797635		11/10/15-12/11/15 WATER ZONE 42 LOC 03 M	118.32
			7797636		11/10/15-12/11/15 WATER ZONE 42 LOC 02 M	166.08
			77976634		11/10/15-12/11/15 WATER ZONE 42 LOC 01 M	305.69
			7800990		11/13/15-12/14/15 WATER ZONE 3 LOC 23 M1	583.50
			7800991		11/13/15-12/14/15 WATER ZONE 30 LOC 2	78.18
			7800992		11/13/15-12/14/15 WATER ZONE 3 LOC 49 M1	113.95
			7800993		11/13/15-12/14/15 WATER ZONE 51 LOC 1	67.62
			7800994		11/13/15-12/14/15 WATER BASEBALL FIELD	970.89
			7800995		11/13/15-12/14/15 WATER WINDSONG PARK	557.51
			7800996		11/13/15-12/14/15 WATER ZONE 3 LOC 29 M1	509.23
			7800997		11/13/15-12/14/15 WATER ZONE 3 LOC 29 M2	176.28
			7800998		11/13/15-12/14/15 WATER ZONE 30 LOC 1	141.70
			7800999		11/13/15-12/14/15 WATER ZONE 3 LOC 42 &	148.51
			7801000		11/13/15-12/14/15 WATER 22450 1/2 CERVER	102.96
			7801001		11/13/15-12/14/15 WATER 22450 CERVERA	583.82
			7801002		11/13/15-12/14/15 WATER ZONE 62 - 22933	117.05
			7804372		11/16/15-12/17/15 WATER ZONE 3 LOC 35 M1	128.40

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205677	1/14/2016	000012	000012 ELSINORE VALLEY MUNICIPAL, WA` (Continued)			Total : 10,536.11
205678	1/14/2016	000661	JOHNSON, ROCHELLE	1/14/2016	1/1/16-1/14/16 ACCOUNTING CONTRACTUAL SV	3,600.00
						Total : 3,600.00
205679	1/14/2016	000113	LEAGUE OF CALIFORNIA CITIES	158646	2016 ANNUAL MEMBERSHIP DUES	12,449.84
						Total : 12,449.84
205680	1/14/2016	000113	LEAGUE OF CALIFORNIA CITIES	1848	2016 MEMBERSHIP - RIVERSIDE COUNTY DIVIS	100.00
						Total : 100.00
205681	1/14/2016	000854	MUNITEMPS STAFFING	126191	12/14/15-12/27/15 ACCOUNTANT CONTRACTUAL	3,850.00
				126231	12/28/15-1/10/16 ACCOUNTANT CONTRACTUAL	3,850.00
						Total : 7,700.00
205682	1/14/2016	000910	NIELSEN MERKSAMER PARRINELLO, GF 10516		LEGAL SERVICES - CA VOTING RIGHTS ACT	5,000.00
						Total : 5,000.00
205683	1/14/2016	000018	ONTRAC	8354663	PROJECT RELATED SHIPPING COSTS	7.18
						Total : 7.18
205684	1/14/2016	000026	PROTECTION RESCUE SECURITY, SER\ 15-366-T		12/1/15-12/31/15 PARK SECURITY SERVICE	675.00
						Total : 675.00
205685	1/14/2016	000911	PTM ENGINEERING	011316B	CIP0017 CLINTON KEITH/HIDDEN SPRINGS PMT	5,589.56
				101316A	CIP0017 CLINTON KEITH/HIDDEN SPRINGS PMT	28,714.94
						Total : 34,304.50
205686	1/14/2016	000149	RIVERSIDE COUNTY EXECUTIVE, OFFIC 1516-03WIL		JAN 2016-MAR 2016 ANIMAL SHELTER SHELTER	46,067.22
						Total : 46,067.22
205687	1/14/2016	000217	SITE CREATORS	1723	4TH QTR 2015 WEBSITE SUPPORT	1,540.00

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205687	1/14/2016	000217 000217 SITE CREATORS	(Continued)			Total : 1,540.00
205688	1/14/2016	000464 SOUTHWEST HEALTHCARE SYSTEM	WI010		POLICE DEPT EXAMS	1,800.00
						Total : 1,800.00
205689	1/14/2016	000215 THE PRESS-ENTERPRISE	10122048		PUBLIC NOTICE - GPA14-0040, CZ, TPM	156.00
			10122052		3667 PUBLIC NOTICE - GPA14-0069, CZ, TPM	148.80
			10122056		3667 PUBLIC NOTICE - ZOA NO 15-04	110.40
			10122443		PUBLIC NOTICE - CFD 2013-1	76.80
			10122446		PUBLIC NOTICE - CFD 2013-1	76.80
			10122646		PUBLIC NOTICE - BAXTER VILLAGE NOA	259.20
						Total : 828.00
205690	1/14/2016	000215 THE PRESS-ENTERPRISE	10122439		PUBLIC NOTICE - CFD 2013-1	76.80
						Total : 76.80
205691	1/14/2016	000215 THE PRESS-ENTERPRISE	10516		NEWSPAPER SUBSCRIPTION CITY HALL 1/17/1	55.22
						Total : 55.22
205692	1/14/2016	000749 VANTAGEPOINT TRANSFER AGENTS, 3C	102095629		ICMA-RC REMITTANCE	1,010.00
						Total : 1,010.00
205693	1/14/2016	000020 VERIZON	10116A		1/1/16-1/31/16 OFFICE TELEPHONE CHARGES	373.08
			10116B		1/1/16-1/31/16 TELEPHONE CHARGES	48.11
						Total : 421.19
205694	1/14/2016	000612 VIEWU	16208		4-LE3 BODY WORN VIDEO CAMERA	449.00
						Total : 449.00
205695	1/14/2016	000139 WILDOMAR CHAMBER OF COMMERCE	587		JAN 2016 CHAMBER MONTHLY BREAKFAST	48.00
						Total : 48.00
205696	1/14/2016	000055 WRCOG	11316		DECEMBER 2015 TUMF FEES	70,984.00
						Total : 70,984.00

Voucher List
City of Wildomar

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>
27		Vouchers for bank code : wf				Bank total : 221,253.71
27		Vouchers in this report				Total vouchers : 221,253.71

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205697	1/14/2016	000006	WELLS FARGO PAYMENT REMITTANCE,	00001	BREAKFAST WITH SANTA - PROPANE	27.77
			100312125		FIRE STATION EXPENSES	185.92
			106		BREAKFAST WITH SANTA 2015	125.31
					SUPPLIES	
			112115		BUILDING & SAFETY INTERNET	62.99
			112415		NOTARY TRAINING AND PACKAGE -	520.96
					ADMIN ANAL	
			11316		WATER - MARNA OBRIEN PARK	4,000.00
			11316A		WATER - MARNA OBRIEN PARK	616.60
			11316B		WATER - MARNA OBRIEN PARK	4,000.00
			11316C		WATER - VARIOUS	531.39
			1167803		BREAKFAST WITH SANTA 2015	28.08
					SUPPLIES	
			120715B		MMASC SEMINAR/EVENT	20.00
					NON-MEMBER	
			1335		GAS - EQUIPMENT	53.00
			17356		FIRE STATION EXPENSES	232.00
			177		BREAKROOM SUPPLIES	96.85
			19		BREAKFAST WITH SANTA 2015	209.93
					SUPPLIES	
			1PPWV-L3A75-0L0		CITY COUNCIL NOTE CARDS	27.77
			221314		NOTARY CFD ANNEX #5	30.00
			236240		CITY COUNCIL MEETING SUPPLIES	153.64
			3		SANDBAG EVENT 12/5/15	194.06
			378506		CHECK PRINTER TONER	463.39
			4		SMOG - DUMP TRUCK	60.00
			407456		TRAILS MEETING WITH STAFF & RIVCO	44.61
					PARK D	
			451167793		BREAKFAST WITH SANTA 2015	30.24
					SUPPLIES	
			45753863		BLDG & SAFETY ONLINE PAYMENT	59.95
					PROCESSING	
			47100		BREAKFAST WITH SANTA 2015	32.31
					SUPPLIES	
			54226		MONTHLY STORAGE UNIT THROUGH	2,340.00
					11/30/16	
			76731632		EXPANSION POLY MAILERS	165.81
			7897		GAS - DUMP TRUCK	56.00
			806752938		PLANNING DEPT OFFICE SUPPLIES	95.25

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205697	1/14/2016	000006	WELLS FARGO PAYMENT REMITTANCE, (Continued) 808544428		NON-DEPARTMENTAL OFFICE SUPPLIES	265.80
			809701718		NON-DEPARTMENTAL DEPT SUPPLIES	40.06
			811401490		FINANCE OFFICE SUPPLIES	112.04
			8992		BREAKFAST WITH SANTA 2015 HEALTH PERMIT	97.25
			98		CITY COUNCIL CLOSED SESSION SUPPLIES	24.92
			9960267		UV-5R DUAL BAND EMERGENCY RADIOS - CEMET	226.53
			RR6IBD		PARSAC ANNUAL BOARD MEETING - TRAVEL EXP	383.96
Total :						15,614.39
205698	1/14/2016	000006	WELLS FARGO PAYMENT REMITTANCE, 120515 120715A		SANDBAG EVENT 12/5/15	19.00
			121615		MMASC SEMINAR/EVENT	15.00
			20232		NON-DEPT DEPT SUPPLIES	12.99
			3161897		BREAKFAST WITH SANTA 2015	15.60
			54227		BREAKFAST WITH SANTA - TARPS	12.92
			663478		MONTHLY STORAGE UNIT - LATE SANDBAG EVENT 12/5/15	10.00 19.35
Total :						104.86
2 Vouchers for bank code : wf						Bank total : 15,719.25
2 Vouchers in this report						Total vouchers : 15,719.25

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205699	1/14/2016	000763 AMERICAN ASPHALT SOUTH, INC.	12016		CLINTON KEITH MICROSURFACING	66,607.11
					Total :	66,607.11
205700	1/14/2016	000033 AMERICAN FORENSIC NURSES	67249 67302		BLOOD DRAW (3) BLOOD DRAW (1) DRY RUN (1)	120.00 60.00
					Total :	180.00
205701	1/14/2016	000007 ANIMAL FRIENDS OF THE VALLEY,, INC. NOV.2015			NOV 2015 ANIMAL CONTROL SERVICE	5,600.00
					Total :	5,600.00
205702	1/14/2016	000760 ARMADACARE, ATTN: ULTIMATE HEALTH 48066			FEB 2016 PREMIUM	2,546.00
					Total :	2,546.00
205703	1/14/2016	000058 DEPARTMENT OF JUSTICE	139664		NOV 2015 POLICE BLOOD ALCOHOL ANALYSIS	70.00
					Total :	70.00
205704	1/14/2016	000027 DIRECT TV	27596716881		1/12/16-2/11/16 CABLE SERVICES - CITY HA	110.98
					Total :	110.98
205705	1/14/2016	000022 EDISON	10516A 10516B 10816A 10816B 10816C 10816D 10816E 10816F 10916		ELEC 12/1/15-1/1/16 CSA 103 PALOMAR ELEC 12/1/15-1/1/16 CITY LAMPS ELEC 12/1/15-1/1/16 WILDOMAR CITY LAMPS ELEC 12/1/15-1/1/16 WILDOMAR CITY LAMPS ELEC 12/1/15-1/1/16 WILDOMAR CITY LAMPS ELEC 12/1/15-1/1/16 CSA 22 ELEC 11/13/15-1/1/16 CSA 103 ELEC 12/1/15-1/1/16 CITY LAMPS ELEC 12/1/15-1/1/16 CSA 142	40.59 94.39 28.43 200.51 57.81 3,103.25 13,867.38 13.68 1,973.85
					Total :	19,379.89
205706	1/14/2016	000828 FONTIS SOLUTIONS	253289		VIOLATION CITE BOOKS	1,166.40
					Total :	1,166.40
205707	1/14/2016	000197 GOVERNMENT FINANCE OFFICERS, AS: 12116			APP FEE FOR CERT OF ACHIEVEMENT FY END 6	435.00

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205707	1/14/2016	000197	000197 GOVERNMENT FINANCE OFFICERS (Continued)			Total : 435.00
205708	1/14/2016	000449	INTERNATIONAL NAMEPLATE	420347	WILDOMAR POLICE VEHICLE NAMEPLATE	461.90
				421040	WILDOMAR POLICE VEHICLE NAMEPLATE	230.95
					Total :	692.85
205709	1/14/2016	000793	JAMES R. RILEY, C.P.A.	1/21/2016	CSMFO ANNUAL CONFERENCE REIMBURSEMENT	185.00
					Total :	185.00
205710	1/14/2016	000304	JOE A. GONSALVES & SON	25815	JAN 2016 CONTRACTUAL LEGISLATIVE ADVOCAC	3,000.00
					Total :	3,000.00
205711	1/14/2016	000185	PITNEY BOWES	10316	POSTAGE METER REFILL	790.14
					Total :	790.14
205712	1/14/2016	000395	POWELL'S OFFICE FURNITURE	6777	CHAIRS & CONFERENCE TABLE	2,829.60
					Total :	2,829.60
205713	1/14/2016	000047	RIVERSIDE COUNTY, SHERIFF'S DEPAR SH0000027466		OCT 2015 CONTRACT LAW ENFORCEMENT	181,546.07
					Total :	181,546.07
205714	1/14/2016	000915	UNITED TOWING SERVICE INC	LE2532	SHERIFF VEHICLE TOWING WI151650008	495.00
					Total :	495.00
205715	1/14/2016	000020	VERIZON	10716	1/7/16-2/6/16 TELEPHONE CHARGES	48.67
					Total :	48.67
205716	1/14/2016	000139	WILDOMAR CHAMBER OF COMMERCE	593	GOVT AGENCIES / LEGISLATIVE FEE	360.00
					Total :	360.00
205717	1/14/2016	000537	ZEE MEDICAL INC	1401763735	OFFICE MEDICAL SUPPLIES	472.56
					Total :	472.56
19 Vouchers for bank code : wf						Bank total : 286,515.27

Voucher List
City of Wildomar

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>	
19	Vouchers in this report					Total vouchers :	286,515.27

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205727	1/28/2016	000312 ADAME LANDSCAPE, INC.	63987		DEC 2015 MTHLY LANDSCAPE MAINT CSA103/CE	125.00
			64148		JAN 2016 MTHLY LANDSCAPE MAINT CSA103/CE	125.00
Total :						250.00
205728	1/28/2016	000031 AFLAC, REMITTANCE PROCESSING, CE	491588		JAN 2016 MEDICAL INS BENEFITS	1,335.94
Total :						1,335.94
205729	1/28/2016	000210 ALBERT A. WEBB ASSOCIATES	160001		PLAZA DE BUNDY	2,936.50
Total :						2,936.50
205730	1/28/2016	000458 AMERICAN FENCE COMPANY, INC.	1891461		1/21/16-2/20/16 INTALL/REMOVE 448 FT TEM	134.40
			1891465		1/21/16-2/20/16 INTALL/REMOVE 448 FT TEM	75.00
Total :						209.40
205731	1/28/2016	000008 AT&T MOBILITY	X01202016		1/13/16-2/12/16 COUNCIL MOBILE PHONE	80.37
Total :						80.37
205732	1/28/2016	000028 CALPERS	1942		FEB 2016 MEDICAL PREMIUM	15,229.87
Total :						15,229.87
205733	1/28/2016	000028 CALPERS	12216		1/9/16-1/22/16 BENEFIT CONTRIBUTIONS	5,174.32
			13116		JAN 2016 CITY COUNCIL BENEFIT CONTRIBUTI	294.35
Total :						5,468.67
205734	1/28/2016	000035 COUNTY OF RIVERSIDE, TLMA	TL0000012076 TL0000012080		DEC 2015 SLF COSTS FY16 CIP BUNDY	970.40 1,456.18
Total :						2,426.58
205735	1/28/2016	000667 CROP PRODUCTION SERVICES, INC	28858515		PARK SUPPLIES	41.16
Total :						41.16
205736	1/28/2016	000002 CRYSTAL CLEAN MAINTENANCE	103E		JAN 2016 JANITORIAL SERVICES - CITY HALL	998.00

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205736	1/28/2016	000002	000002 CRYSTAL CLEAN MAINTENANCE (Continued)			Total : 998.00
205737	1/28/2016	000054	DEPARTMENT OF TRANSPORTATION	SL160534	OCT 2015-DEC 2015 SIGNALS & LIGHTING BIL	1,679.93
						Total : 1,679.93
205738	1/28/2016	000685	GREAT AMERICA FINANCIAL SERVIC	18168038	2 - CANON COPIER SYSTEMS - JAN 2016	405.01
						Total : 405.01
205739	1/28/2016	000016	INNOVATIVE DOCUMENT SOLUTIONS	164037	12/1/15-12/31/15 CONTRACT COPIER SVC (MA	708.83
						Total : 708.83
205740	1/28/2016	000072	INTERWEST CONSULTING GROUP	24062 24355 24745 25088 25148	SEPT 2015 PROFESSIONAL SERVICES OCT 2015 PROFESSIONAL SERVICES NOV 2015 PROFESSIONAL SERVICES DEC 2015 PROFESSIONAL SERVICES DEC 2015 PROFESSIONAL SERVICES -	175,593.73 16,352.21 9,470.00 12,129.71 153,346.05
						Total : 366,891.70
205741	1/28/2016	000661	JOHNSON, ROCHELLE	1/28/2016	1/15/16-1/28/16 ACCOUNTING CONTRACTUAL S	4,509.45
						Total : 4,509.45
205742	1/28/2016	000178	MORALES, JANET	12716	NOTARY EXAM FEE	40.00
						Total : 40.00
205743	1/28/2016	000854	MUNITEMPS STAFFING	126259	1/11/16-1/24/16 ACCOUNTANT CONTRACTUAL S	3,300.00
						Total : 3,300.00
205744	1/28/2016	000085	OFFICE DEPOT	81698911001	TRIANGULAR SCALE	12.95
						Total : 12.95
205745	1/28/2016	000026	PROTECTION RESCUE SECURITY, SER\ 16-021-T		1/1/16-1/31/16 SECURITY SVCS	675.00
						Total : 675.00
205746	1/28/2016	000853	SEMILLA LANDSCAPE CORPORATION	CW116	0000146 EXTENTION OF EMERGENCY PURCHASE ORDER (O	4,500.00
						Total : 4,500.00

Voucher List
City of Wildomar

01/28/2016 5:19:03PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205747	1/28/2016	000529 SIEMENS INDUSTRY, INC	5610010263 5620004934		FLASHING BEACON NOV 2015 TRAFFIC SIGNAL RESPONSE CALL OU	1,301.81 364.35
Total :						1,666.16
205748	1/28/2016	000919 STANTON, SHERRI	1/28/16		1/15/16-1/28/16 ACCOUNTING CONTRACTUAL S	2,025.00
Total :						2,025.00
205749	1/28/2016	000435 STRATA OAK, LLC C/O STRATA, EQUITY	20116		FEB 2016 CITY HALL MONTHLY LEASE	22,735.18
Total :						22,735.18
205750	1/28/2016	000475 THE SAN DIEGO UNION-TRIBUNE, LLC	2367539		PUBLIC NOTICE - RFP - CIP 0033 BUNDY CYN	258.00
Total :						258.00
205751	1/28/2016	000918 TKE ENGINEERING INC	2015-527		PROFESSIONAL ENGINEERING SERVICES	7,810.98
Total :						7,810.98
205752	1/28/2016	000749 VANTAGEPOINT TRANSFER AGENTS, 3C	102103705		ICMA-RC REMITTANCE	1,010.00
Total :						1,010.00
26 Vouchers for bank code : wf						Bank total : 447,204.68
26 Vouchers in this report						Total vouchers : 447,204.68

Check History Listing
City of Wildomar

Bank code: wf

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
205240	09/17/2015	000870 ROBERT KOEHLER	V	12/17/2015	60215	06/02/2015	592.68	592.68
205445	11/05/2015	000012 WATER DISTRICT ELSINC	V	11/25/2015	7679899	10/19/2015	8,616.60	10,605.93
			V	11/25/2015	7687615	10/21/2015	593.01	
			V	11/25/2015	7683823	10/20/2015	398.76	
			V	11/25/2015	7687613	10/21/2015	342.05	
			V	11/25/2015	7687614	10/21/2015	314.39	
			V	11/25/2015	7679898	10/19/2015	114.26	
			V	11/25/2015	7683822	10/20/2015	86.40	
			V	11/25/2015	7679896	10/19/2015	75.08	
			V	11/25/2015	7679897	10/19/2015	65.38	
205504	11/25/2015	000493 COAST RECREATION, INC	V	12/17/2015	10656	10/27/2015	787.93	787.93
wf Total:							11,986.54	
Total Checks:							11,986.54	

3 checks in this report

City of Wildomar
Payroll Warrant Register
2/1/2016

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/14/2016	Payroll People	12/26/2015-01/08/2016	32,218.70
12/30/2015	Payroll People	01/09/2016-01/22/2016	31,797.04
1/30/2016	Payroll People	01/01/2016-01/31/2016	1,401.77
		TOTAL	<u>65,417.51</u>

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.4
CONSENT CALENDAR
Meeting Date: February 10, 2016

TO: Mayor and City Council Members
FROM: James Riley, Finance Director
PREPARED BY: Rochelle Johnson, Acting Accounting Manager
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Treasurer's Report for December, 2015.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of December, 2015.

FISCAL IMPACT:

None.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Treasurer's Report
Daily Cash Balance

CITY OF WILDOMAR
 TREASURER'S REPORT FOR
 CASH AND INVESTMENT PORTFOLIO
December 2015

CITY CASH

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
All	WELLS FARGO	\$ 4,714,617.64	0.00%
	TOTAL	\$ 4,714,617.64	

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
All	WELLS FARGO	\$ 4,257,000.80	\$ 2,067,053.71	\$ (1,483,716.66)	\$ 4,840,337.85	0.000%
	TOTAL	\$ 4,257,000.80	\$ 2,067,053.71	\$ (1,483,716.66)	\$ 4,840,337.85	

CITY 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>
LOCAL AGENCY INVESTMENT FUND	\$ 1,551,154.19	\$ 1,551,154.19	\$ 1,551,154.19	100.00%	0	0.400%
TOTAL	\$ 1,551,154.19	\$ 1,551,154.19	\$ 1,551,154.19	100.00%		

- TOTAL CASH AND INVESTMENT \$ 6,265,771.83

CITY INVESTMENT

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>(-) WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUNDS	\$ 1,551,154.19	\$ 0.00	\$ 0.00	\$ 1,551,154.19	0.400%
TOTAL	\$ 1,551,154.19	\$ 0.00	\$ 0.00	\$ 1,551,154.19	

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.

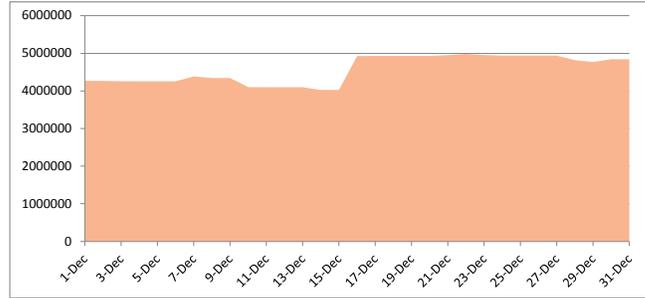
James Riley

1/12/2016

James Riley
Finance Director

Date

December 2015
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)
Dec-14	\$ 4,979,251	\$ 450,064
Jan-15	\$ 6,266,925	\$ 1,287,673
Feb-15	\$ 5,698,481	\$ (568,444)
Mar-15	\$ 4,565,285	\$ (1,133,196)
Apr-15	\$ 5,009,008	\$ 443,722
May-15	\$ 5,994,346	\$ 985,338
Jun-15	\$ 5,683,194	\$ (311,152)
Jul-15	\$ 5,956,349	\$ 273,155
Aug-15	\$ 5,857,234	\$ (99,115)
Sep-15	\$ 5,063,112	\$ (794,121)
Oct-15	\$ 4,714,618	\$ (348,495)
Nov-15	\$ 4,257,001	\$ (457,617)
Dec-15	\$ 4,840,338	\$ 583,337

Date	Ending Balance In Whole \$	Net Change from Prior Day
1-Dec	\$ 4,269,534	\$ -
2-Dec	\$ 4,264,974	\$ (4,560)
3-Dec	\$ 4,256,486	\$ (8,488)
4-Dec	\$ 4,255,687	\$ (800)
5-Dec	\$ 4,255,687	\$ -
6-Dec	\$ 4,255,687	\$ -
7-Dec	\$ 4,385,699	\$ 130,012
8-Dec	\$ 4,342,373	\$ (43,325)
9-Dec	\$ 4,342,104	\$ (270)
10-Dec	\$ 4,100,580	\$ (241,524)
11-Dec	\$ 4,098,598	\$ (1,982)
12-Dec	\$ 4,098,598	\$ -
13-Dec	\$ 4,098,598	\$ -
14-Dec	\$ 4,023,556	\$ (75,042)
15-Dec	\$ 4,023,364	\$ (192)
16-Dec	\$ 4,925,761	\$ 902,398
17-Dec	\$ 4,929,065	\$ 3,303
18-Dec	\$ 4,929,207	\$ 143
19-Dec	\$ 4,929,207	\$ -
20-Dec	\$ 4,929,207	\$ -
21-Dec	\$ 4,950,297	\$ 21,090
22-Dec	\$ 4,983,116	\$ 32,818
23-Dec	\$ 4,952,764	\$ (30,352)
24-Dec	\$ 4,938,531	\$ (14,233)
25-Dec	\$ 4,938,531	\$ -
26-Dec	\$ 4,938,531	\$ -
27-Dec	\$ 4,938,531	\$ -
28-Dec	\$ 4,818,662	\$ (119,869)
29-Dec	\$ 4,768,489	\$ (50,173)
30-Dec	\$ 4,842,391	\$ 73,902
31-Dec	\$ 4,840,338	\$ (2,054)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: February 10, 2016

TO: Mayor and City Council Members
FROM: James Riley, Finance Director
SUBJECT: FY 2014-15 Comprehensive Annual Financial Report (CAFR)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council receive and file the FY 2014-15 CAFR.

BACKGROUND/DISCUSSION

The firm of Lance, Soll and Lunghard, LLP, performs the annual financial audit of the City of Wildomar. This audit is required to be performed in accordance with Generally Accepted Accounting Standards and Government Auditing Standards. At the conclusion of the audit test work, the audit firm issues an opinion as to the fairness of presentation of the financial position of the City. The City received a clean opinion on its financial statements.

Some highlights from the audit report are:

- The City will add \$2,374 to our General Fund balance for fiscal year 2014-15. This will be the second time within the past four years that the City has increased the General Fund balance.
- The Measure Z Park fund balance has grown during fiscal year 2014-15. The addition of \$25,295 to the beginning balance of \$32,576, gives the fund a balance of \$57,871 at June 30, 2015. This provides for reserves of 18.5% of actual expenditures.

FISCAL IMPACTS:

None.

Submitted by:
James R. Riley
Finance Director

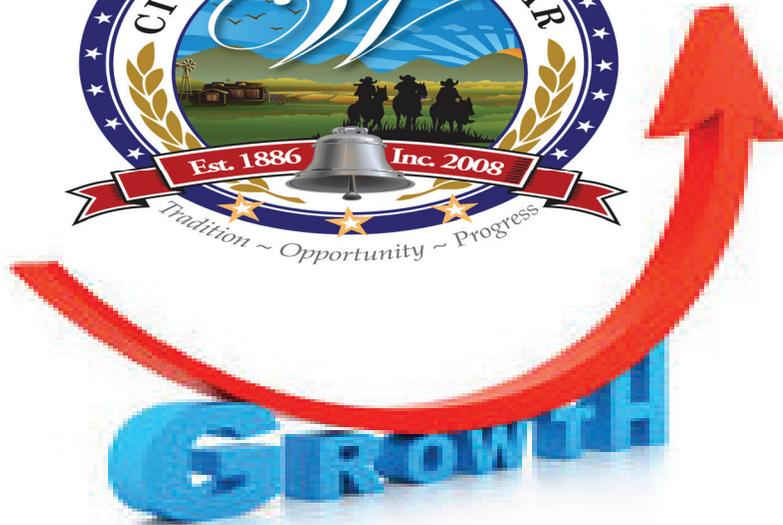
Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

CAFR FY14-15

CITY OF WILDOMAR

COMPREHENSIVE ANNUAL FINANCIAL REPORT



FISCAL YEAR ENDED

JUNE 30, 2015

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CITY OF WILDOMAR, CALIFORNIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2015

Prepared By:
The City of Wildomar, California
Finance Department

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CITY OF WILDOMAR
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2015

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CITY OF WILDOMAR
 COMPREHENSIVE ANNUAL FINANCIAL REPORT
 FOR THE FISCAL YEAR ENDED JUNE 30, 2015

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CITY OF WILDOMAR
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2015

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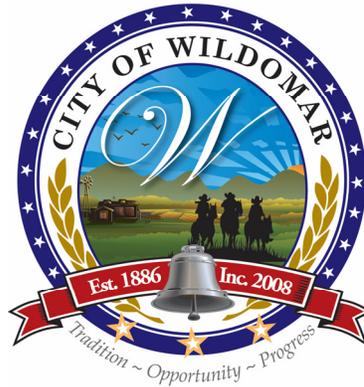
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**CITY OF
WILDOMAR**

**INTRODUCTORY
SECTION**

City Background

Ben Benoit, Mayor
Bridgette Moore, Mayor Pro Tem
Bob Cashman, Council Member
Marsha Swanson, Council Member
Timothy Walker, Council Member



23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595
951/677-7751 Phone
951/698-1463 Fax
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Honorable Mayor, City Council,
And Citizens of the City of Wildomar
City of Wildomar
Wildomar, CA 92595

January 27, 2016

Letter of Transmittal Fiscal Year 2014-15 Comprehensive Annual Financial Report (CAFR)

Dear Honorable Mayor, Council Members and Wildomar Citizens,

I am pleased to present the Fiscal Year 2014-15, Comprehensive Annual Financial Report for the City of Wildomar, California for the fiscal year ended June 30, 2015.

This report consists of management representations concerning the finances of the City of Wildomar in its seventh year of incorporation. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City of Wildomar continues to establish a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Wildomar's financial statements in conformity with generally accepted accounting principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the City of Wildomar's comprehensive framework of internal controls is designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

State Law and the City's Municipal Code require that an annual financial report is prepared. This report fulfills that obligation. It has been prepared in conformity with generally accepted accounting principles (GAAP) and with the financial reporting requirements prescribed by the Governmental Accounting Standards Board (GASB).

The City of Wildomar's financial statements have been audited by Lance, Soll and Lunghard, LLP, a firm of certified public accountants and consultants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Wildomar for the fiscal year ended June 30, 2015, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor's report is presented as the first component of the financial section of this report. GAAP requires that management provide a narrative of introductions, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A).

This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of Wildomar's MD&A can be found immediately following the report of the independent auditors in the financial section of this report.

Profile of the Government

The area of Wildomar located in southwest Riverside County, incorporated as a City, July 1, 2008. This newly incorporated city is approximately 70 miles north of San Diego and 60 miles southeast of Los Angeles. The City boundaries encompass 24 square miles providing a "Community Ranch" lifestyle for its 34,148 residents.

The City Council consists of 5 Council Members, elected at large on a no-partisan basis and annually select amongst them, a Mayor and Mayor Pro Temp. Bi-annual elections are held in November. The terms of office are 4 years but are overlapping so that the City is provided with a continuity of knowledge in the City business and legislative matters.

This report includes all funds of the City. It includes all governmental organizations and activities for which the City of Wildomar's City Council is financially accountable. The City provides the full range of municipal services normally associated with a municipality including general administration, police and fire protection, the construction and maintenance of streets, and related infrastructure, recreational activities, economic development and the operations and maintenance of the cemetery.

The Council is responsible for enacting ordinances, resolutions, and regulations governing the City as well as the appointment of members of various statutory and advisory boards and the City Manager and City Attorney. As Chief Administrative Officer, the City Manager has the responsibility of administering programs in accordance with policies established by the City Council and within the guidelines of the annual budget adopted by the Council.

The Budget Process

The annual budget serves as the foundation for the City of Wildomar's financial planning and control. The development of the budget is completed as two separate projects: the development of the governmental activities program budget, and the development of the capital improvement program focusing on longer term capital projects.

All departments of the City of Wildomar are required to submit requests for appropriation for all governmental activities to the City Manager by the end of March. The City Manager and the finance department use these requests as the starting point for developing a proposed budget for the governmental activities.

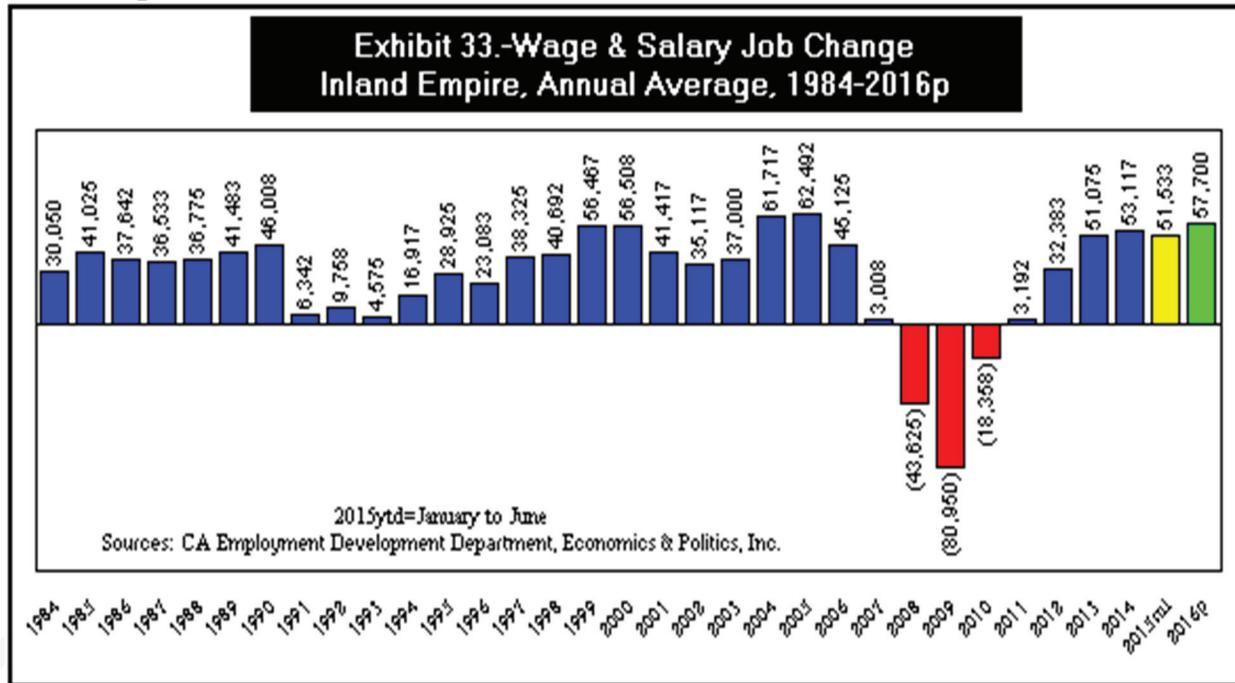
The Ad-Hoc Finance Committee meets with the City Manager at a workshop in mid-April. The City Manager presents the proposed budget for all governmental activities to the City Council at the first Council meeting in June for review. The City Council is required to hold a public hearing on the proposed budget which is generally held at the June meeting. The governmental activities budget is generally adopted at the Council meeting in June.

Factors Affecting Financial Condition

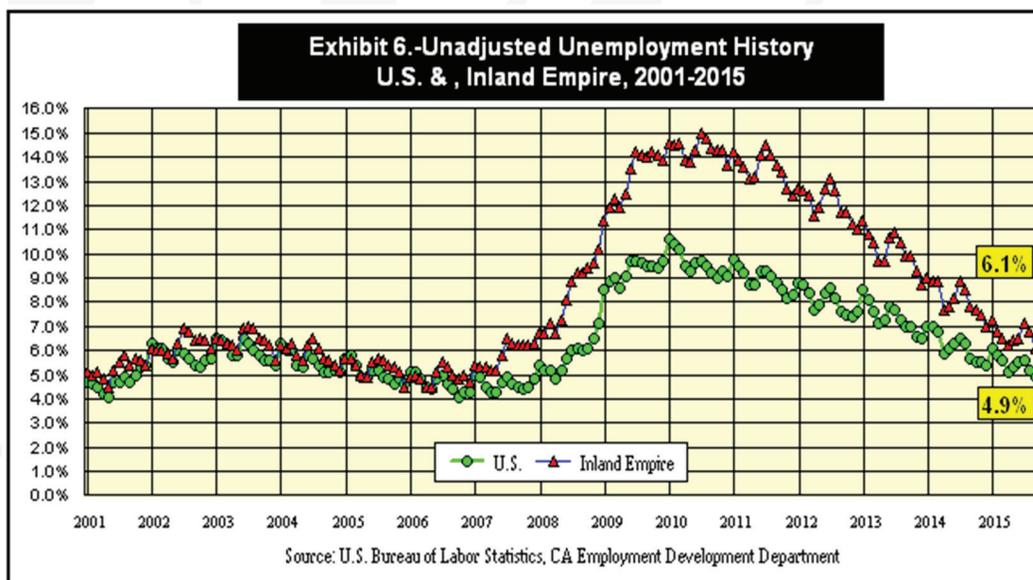
The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Wildomar operates.

Local Economy

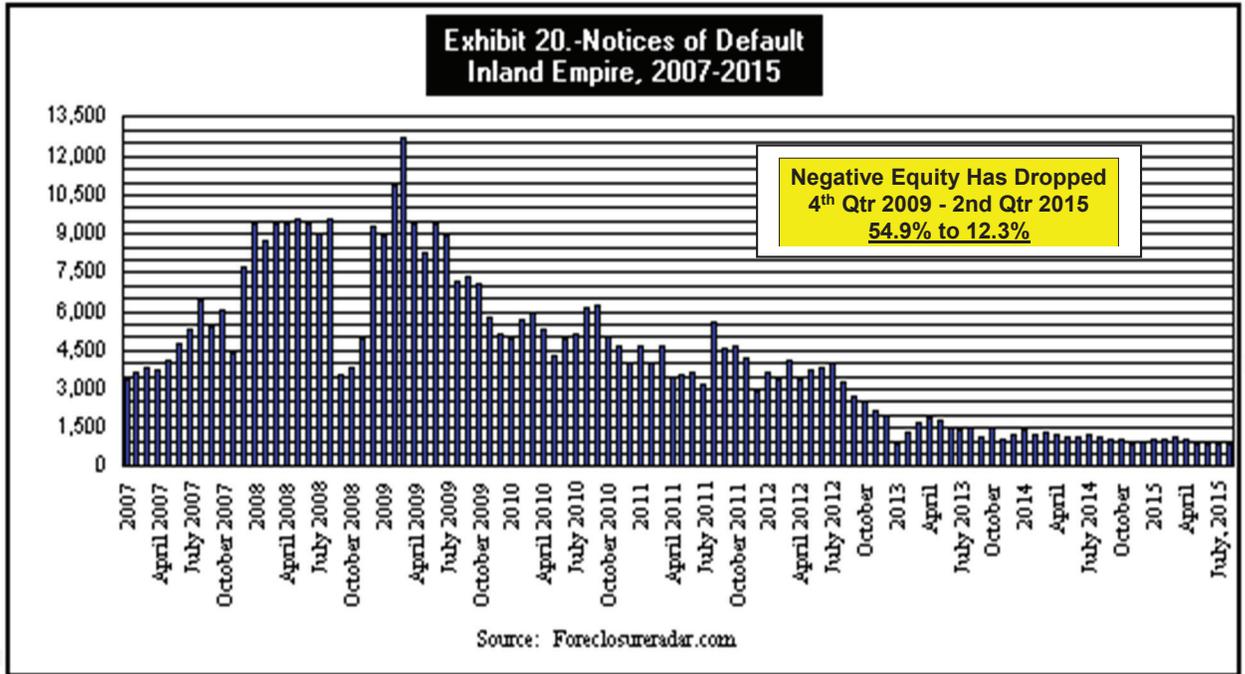
The City of Wildomar, in its seventh year of incorporation, is experiencing modest growth. Property valuations are increasing and the City has several new development projects. Job growth has been increasing at a good pace and this is good news for the City. Between 2011–2016, the Inland Empire has gained back 250,502 jobs vs. 142,933 lost during the Great Recession.



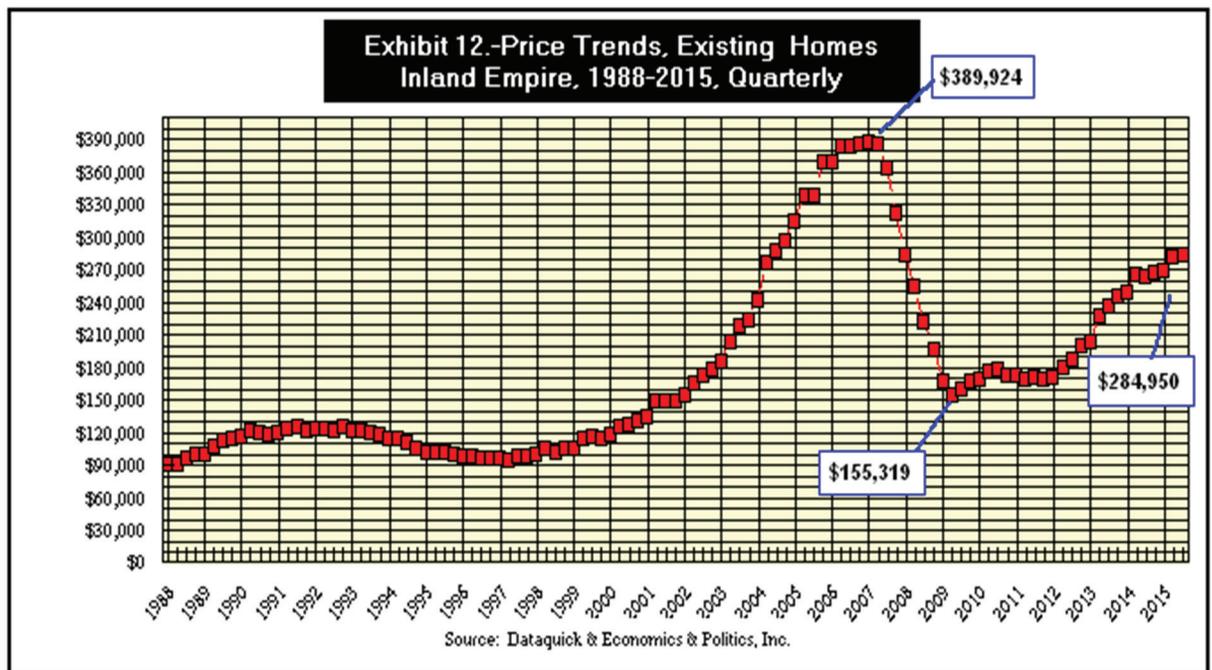
Also, the unemployment rate in the Inland Empire is closing in on the national level.



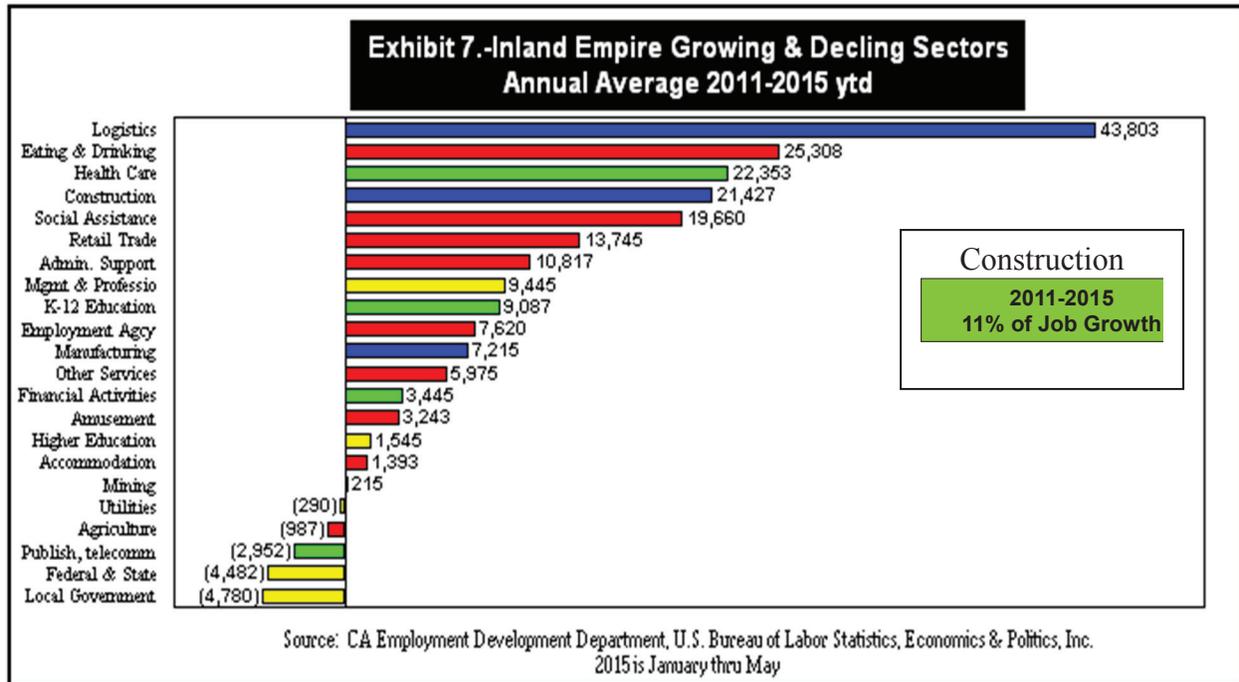
Another indicator of growth in the region is the return of construction. Notices of default have dropped significantly over the last several years and new construction is happening in the region.



Home prices are continuing to increase, although they have not returned to pre-recession numbers.



This increase in new construction has brought back construction jobs to the region.



These positive changes in the region have had a good effect on the City of Wildomar. Some examples are as follows: Building permits for fiscal year 14/15 compared to fiscal year 13/14 have increased 20%, 902 permits vs. 753 permits. Assessed valuations of property also increased from \$2.3 billion in fiscal year 13/14 to \$2.6 billion in fiscal year 14/15, an increase of approximately 13%.

State of California.....Fiscal Impacts Continue

It has been four years since June 8, 2011, when the City Council adopted the fiscal year 2011-12, Operating Budgets for the City of Wildomar. It was a modest, conservative and balanced budget totaling \$8.2 million. Shortly before its scheduled July 1, 2011, implementation, Governor Brown, on the eve of June 30, 2011, approved Senate Bill (SB) 89.

SB 89, was a last-minute budget trailer bill that among other impacts, eliminated \$130 million in California cities Motor Vehicle License Fee (MVLFF) general fund revenues. Specifically, the approval of SB89 by Governor Brown, directed the taking of \$1,782,000 (22%) of budgeted revenues away from the City of Wildomar's \$8,246,100 general fund revenue budget. Furthermore, as in prior years, the City expected to receive the majority of these MVLFF revenues during the month of August which greatly assisted with the City's operating cash flow.

Resulting from the actions taken by the Governor, the City Council, at a Special Council Meeting on July 7, 2011 directed staff to make the following General Fund reductions:

- Police Services Reduced from 72 hours per day to 40 hours
- 20% Reduction in City Hall Service Hours
- Salary and Benefit Costs reduced
- 50% Reduction in Public Meetings with City Council and Planning Commission

These reductions have remained in place as Governor Brown has consistently vetoed legislation that would correct this fiscal injustice. Despite the Governor's resistance to the City's incorporation, the City of Wildomar will add \$2,374 to the General Fund balance for fiscal year 2014/15.

This year's budget for FY 2014-15 is year two of the City's first two year budget program. By year end, the adopted expenditure budget was amended several times throughout the year to reflect the changes of the organization and increasing levels of proposed development within the City. At year end the actual expenditures were \$1.8 million higher than the original budget primarily due to the development activity, which was partially offset by like revenue increases. The General Fund revenues were \$1.8 million more than the original budgeted revenues. The City tax revenue increased by \$434,127 (7.5%) as compared to the prior fiscal year FY 2013-14. At fiscal year end the General Fund revenues and transfers of \$9,388,703 exceeded expenditures of \$9,386,329 by \$2,374, resulting in a year end fund balance of \$773,060. The City will continue to work closely with the ad-hoc finance subcommittee to recognize fiscal changes and recommend actions at the quarterly budget reviews and public hearing meetings.

Current Year Initiatives

In spite of these fiscal issues outside of the City's direct control, management continued to move the city forward with City and organizational-wide initiatives such as:

- Continue to work with other newly incorporated cities to seek fiscal relief from the State of California's taking of the Motor Vehicle License Fee revenues.
- Continue seeking opportunities to enhance street sweeping programs, mass transit facilities, traffic control, dirt road improvements, dust control trails improvement and drainage enhancements.
- Continued transition of County of Riverside Transportation Uniform Mitigation Fee (TUMF) capital projects to the City including Bundy Canyon Road, Grand Avenue, and Clinton Keith Widening Project.

Long-term financial planning and initiatives

The City will continue to focus its emphasis on controlled and fiscally balanced growth. The City believes that with the appropriate policies in place, as approved and revisited each quarter as part of the budget program, the City's long term financial goals will be met. The City has taken many steps to control expenditure growth and these steps will continue to be reviewed.

Relevant financial policies

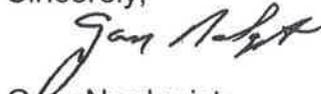
The City has a set of financial policies that it abides by and is continually enhancing and adding relevant policies as it develops its formal financial systems. Initially following incorporation, the City adopted all of the County's policies/codes. As the City develops its own unique needs, it will continue to create and tailor these former County policies to directly address the City's goals.

Concluding remarks

The City, in its seventh year of operation, has achieved a great deal in transitioning from the County support services and establishing its own culture and approach to local governance.

In closing, I'd like to state that the preparation of this report would not have been possible without the efficient and dedicated service of the entire staff of the finance, public works, planning and administration departments. I would like to express our appreciation to all members of the departments who assisted and contributed to the preparation of this report. Recognition is also extended to Lance, Soll and Lunghard LLP, audit management team, for their dedication and expertise, which contributed significantly to the report quality and adherence to professional accounting standards. Credit also must be given to the Mayor and City Council for their support for striving to have the highest standards of professionalism in the management of the City of Wildomar's finances.

Sincerely,



Gary Nordquist
City Manager

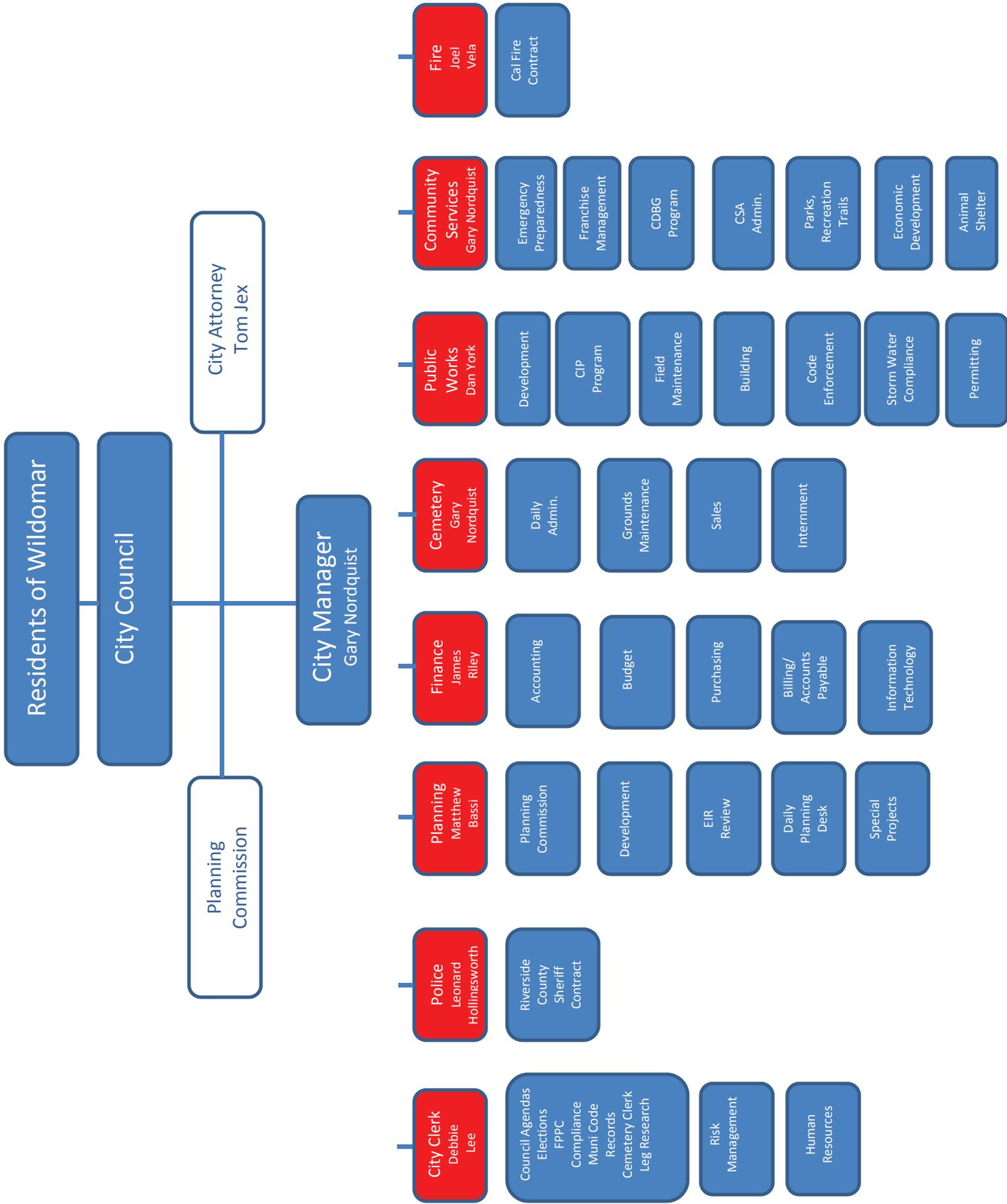
STAFF DIRECTORY

EXECUTIVE MANAGEMENT:

City Manager.....	<i>Gary Nordquist</i>
Assistant City Manager.....	<i>Dan York</i>
City Clerk.....	<i>Debbie Lee</i>
City Attorney.....	<i>Thomas Jex</i>
Finance Director.....	<i>James Riley</i>
Planning Director.....	<i>Matt Bassi</i>
Public Works Director/City Engineer.....	<i>Dan York</i>
Cemetery Operations Manager.....	<i>Kirk Schrader</i>
Chief of Police.....	<i>Leonard Hollingsworth</i>
Fire Chief.....	<i>Joel Vela</i>

CITY OF WILDOMAR CAFR TEAM:

Finance Director.....	<i>James Riley</i>
Acting Accounting Manager.....	<i>Rochelle Johnson</i>
Accounting Manager.....	<i>Terry Rhodes</i>
Accountant.....	<i>Sherri Stanton</i>





Ben Benoit, Mayor
Bridgette Moore, Mayor Pro Tem
Marsha Swanson, Member
Timothy Walker, Member
Bob Cashman, Member

City Manager
Gary Nordquist

City Attorney
Thomas Jex

**CITY OF
WILDOMAR**

**FINANCIAL
SECTION**

The Numbers

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council
City of Wildomar, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Wildomar, California, (the City) as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.



To the Honorable Mayor and Members of the City Council
City of Wildomar, California

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Wildomar, California, as of June 30, 2015, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, in 2015 the City adopted new accounting guidance, GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – An Amendment of GASB Statement No. 27* as amended by GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis; the budgetary comparison schedules for the general fund, the development impact fees fund, the grants fund, and the Wildomar Cemetery District; the schedule of proportionate share of the net pension liability; and the schedule of plan contributions be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.



To the Honorable Mayor and Members of the City Council
City of Wildomar, California

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 26, 2016 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Brea California
January 26, 2016

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MANAGEMENT'S DISCUSSION AND ANALYSIS

For the Year Ended June 30, 2015

As management of the City of Wildomar, we offer readers of the City of Wildomar's financial statements this narrative overview and analysis of the financial activities of the City of Wildomar for its seventh fiscal year of operation which ended June 30, 2015. This the seventh year of incorporation for the City and thus comparative data is limited to those years. We encourage the reader to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages i through ix of this report, and with the City's financial statements which follow this discussion.

THE FINANCIAL HIGHLIGHTS

When revenues exceed expenses, the result is an increase in net position. When expenses exceed revenues, the result is a decrease in net position. You can think of this relationship between revenues and expenses as the City's operating results. You can think of the City's net position, as measured in the Statement of Net Position, as one way to measure the City's financial health, or financial position. Over time, increases or decreases in the City's net position, as measured in the Statement of Activities, are one indicator of whether its financial health is improving or deteriorating. However, the City's goal is to provide services that improve the quality of life for our residents, not to generate profits as companies do.

For this reason, you will need to consider many other non-financial factors, such as the condition of our roads, in assessing the overall health of our City.

- The assets and deferred outflows of resources of the City of Wildomar exceeded its liabilities and deferred inflows or resources as of June 30, 2015, by \$27.3 million (net position).
- The City of Wildomar's total net position decreased by \$1.9 million. The primary decrease was the result of total revenues of governmental activities of \$13.2 million offset by \$15.1 million in total costs of governmental activities.
- As of June 30, 2015, the City of Wildomar's governmental funds reported combined ending fund balances of \$4.4 million, a decrease of \$947,721, in comparison to the prior year.
- As of June 30, 2015, fund balance of \$2.6 million was restricted for Community development projects.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City of Wildomar's basic financial statements. These basic financial statements are comprised of three components:

- 1) Government-wide financial statements,
- 2) Fund financial statements, and
- 3) Notes to the financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements

As previously discussed, government-wide financial statements detail all capital assets, including infrastructure, depreciation, and long-term debt. Specifically, these statements are designed to provide an expansive overview of the City's finances. Given its scope and in an effort to adequately present this data in a comprehensible format, the government-wide financial statements are divided into two subcategories, the Statement of Net Position and the Statement of Activities. These statements reasonably chart long and short-term information regarding the City's financial condition.

The City's statements provide a manageable yet comprehensive view of the City's economic position, appropriately accounting for all revenue and expenses during the specified fiscal year. To accomplish this, government-wide financial statements are reported utilizing the flow of economic resources (cost of services) measurement focus and the accrual method of accounting. Using the flow of economic resources measurement focus allows the City to provide financial transparency insofar as all assets and liabilities are listed on the Statement of Net Position. The added use of the accrual basis of accounting allows the City a 'real-time' advantage as revenues are recognized when earned and expenses are recognized when incurred.

The Statement of Net Position outlines the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the difference reported as net position. While fluctuations are expected, over time increases or decreases in the City's net position could be used to gauge the City's financial standing in order to ascertain whether it is improving or deteriorating.

The *Statement of Activities* demonstrates how the City's net position evolves during the current fiscal year. Specifically, this statement provides comparative analysis between direct expenses and program revenues for each functional activity of the City. In this forum, net position changes are recorded in real time when triggered by

underlying events without respect to the timing of the related cash flows. Because of this it is expected that revenue and expenses for some items (such as uncollected taxes and earned but unused vacation leave) will result in recorded cash flows in future fiscal periods.

Combined, the *Statements* reveal functions of the City that can be divided into two categories:

- 1) Governmental activities, and
- 2) Business-type activities.

Governmental activities are chiefly supported by:

- a) Taxes elicited from such sources as utility user's tax, transient occupancy tax, sales tax, property tax, and franchise tax, and:
- b) Intergovernmental revenues such as motor vehicle in-lieu fees.

Governmental activities of the City are inclusive of general government, public safety, public works, community development, and parks and recreation. As mentioned earlier, tax revenue principally funds these activities. Consequently, a good portion of the City's basic services is reported in this category.

The Government-wide Financial Statements can be found in the Table of Contents under Basic Financial Statements.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Wildomar, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Specifically, these Fund Financial Statements cover segregated groupings of related accounts whose funds have been designated for specific activities or purpose. They provide a detailed accounting of revenue and expenditures, assets and liabilities, and remaining fund balances for each fund. This helps to ensure and demonstrate finance related legal compliance.

Fund financial statements differ from activity reports due to the way capital outlay, depreciation, long-term debt, compensated absences, deferred revenues, and intergovernmental receivables are reported. The impact of these differences is laid out in the notes accompanying the financial statements.

Funds required by State law (i.e., Highway Users Tax) are part of the fund financial statements. Likewise, other funds (i.e., Developer Impact Fees, and Grants) established to provide the City with tighter fiscal controls and accountability are itemized on these statements.

Governmental funds

Governmental funds are reported in essentially the same fashion as governmental activities in the government-wide financial statements with an exception--- governmental fund financial statements focus on near-term inflows and outflows of spendable resources and balances of spendable resources. This means governmental fund financial statements identify current sources and uses of money within the immediate fiscal year. Benefits derived include a detailed *short-term view* of the City's general government operations and the basic services it provides, which assist in determining whether there are sufficient financial resources available to meet the City's current needs.

Since the scope of the governmental funds is different than that of the government-wide financial statements, it is beneficial to comparatively examine information presented for the governmental funds with information presented for governmental activities in the government-wide financial statements.

The reader gains a clearer picture of the long-term impacts current financial decisions might yield. When examined together, the governmental funds Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances provide the reader with a different snapshot that identifies variances between the two different methodologies of accounting for governmental activities and governmental funds.

The City of Wildomar maintains 27 individual governmental funds. Information is summarized in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Special Revenue Funds and Other Governmental Funds (Community Service Areas and Landscape Maintenance District). Data from the 27 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* later in this report.

Proprietary funds record revenues when they are earned and record expenses at the time liabilities are incurred. Proprietary funds can be divided into two fund types: enterprise funds and internal service funds. Enterprise funds display financial activities operating in a similar fashion to a business enterprise. Specifically, these funds account for services for which the City charges a user fee. Enterprise funds are documented in

the business-type activities section of the governmental-wide financial statements. They account for operations that provide services primarily to customers outside the financial reporting entity (the City). The City of Wildomar does not have any Proprietary Funds to report.

Internal service funds are generally used to accumulate and allocate costs internally among the City's various functions. These funds might include general benefits and insurance, duplicating and printing, office maintenance, architectural services, and information technology, to name a few. Given these services largely benefit governmental activities rather than business-type functions, City services that might ordinarily be reported in this area have been included with governmental activities in the government-wide financial statements. The City of Wildomar does not have any Internal Service Funds to report.

The City of Wildomar adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 20 through 26 of this report.

Notes to the Basic Financial Statements

The Notes to the Basic Financial Statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The Notes to the Basic Financial Statements can be found in the Table of Contents under the heading Notes to Financial Statements.

Other Supplementary Information

In addition to the basic financial statements and included within the notes, this report also presents certain *supplementary information*. The combining statements referred to earlier in connection with non-major governmental funds are presented for all non-major Special Revenue Funds and County Service Area Capital Project Funds. The supplementary financial information also includes budgetary comparison schedules for the non-major governmental funds to demonstrate compliance with the annual budget as adopted and amended. The Supplementary Information can be found following the Notes to the Basic Financial Statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Wildomar, assets exceeded liabilities by \$27.3 million at June 30, 2015. Infrastructure assets of the governmental activities are included within this report. The general capital assets (e.g., land, buildings, machinery, infrastructure, and equipment) of the governmental activities of the City of Wildomar are the largest portion of the City's net position (85%).

During the fiscal year ended June 30, 2015, net assets were \$27.3 million of which \$23.1 million is invested in capital assets such as equipment, buildings and infrastructure. Of the remaining total, \$5.2 million is restricted to specifically stipulated spending agreements originated by law, contract or other agreements and -\$1 million is unrestricted. Of note is the fact that the City has no outstanding debt related to capital assets held.

Table 1 Net Position -Primary Government

City of Wildomar					
Summary of Changes in Net Position					
For the Years Ended June 30,					
	Governmental Activities				
	2015	2014	2013	2012	2011
Assets:					
Current and other assets	\$ 9,267,214	\$ 10,134,045	\$ 9,119,464	\$ 7,557,176	\$ 6,445,594
Capital assets	23,067,562	24,394,130	23,349,508	11,725,170	12,329,670
Total Assets	<u>32,334,776</u>	<u>34,528,175</u>	<u>32,468,972</u>	<u>19,282,346</u>	<u>18,775,264</u>
Deferred Outflows of Resources:					
Deferred Pension-related items	341,515	-	-	-	-
Total Deferred Outflows of Resources	<u>341,515</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Liabilities:					
Other Liabilities	3,838,191	3,842,347	3,241,403	2,019,196	2,285,577
Long-term Liabilities	1,501,680	1,480,627	1,426,653	2,122,490	1,974,607
Total Liabilities	<u>5,339,871</u>	<u>5,322,974</u>	<u>4,668,056</u>	<u>4,141,686</u>	<u>4,260,184</u>
Deferred Inflows of Resources:					
Deferred Pension-related items	70,288	-	-	-	-
Total Deferred Inflows of Resources	<u>70,288</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Position:					
Net Investment in Capital Assets	23,067,562	24,394,130	23,349,508	11,725,170	12,329,670
Restricted	5,213,103	5,732,306	5,871,955	4,044,485	2,704,186
Unrestricted	(1,014,533)	(921,235)	(1,420,547)	(628,995)	(518,776)
Total Net Position	<u>\$ 27,266,132</u>	<u>\$ 29,205,201</u>	<u>\$ 27,800,916</u>	<u>\$ 15,140,660</u>	<u>\$ 14,515,080</u>

Table 2 Changes in Net Position -Primary Government

City of Wildomar					
Summary of Changes in Net Position					
For the Years Ended June 30,					
Governmental Activities					
	2015	2014	2013	2012	2011
Revenues					
Program Revenues					
Charges for Service	\$ 3,076,057	\$ 1,001,675	\$ 1,704,933	\$ 354,539	\$ 771,174
Operating Grants and Contributions	2,368,207	4,779,835	4,395,853	4,330,946	2,918,349
Capital Grants and Contributions	1,049,064	1,900,000	-	-	226,422
General Revenues					
Sales Taxes	1,492,041	1,561,683	1,383,864	1,362,647	1,226,227
Property Taxes	4,042,882	3,465,511	3,243,285	3,307,425	3,092,037
Other Taxes	1,061,333	1,092,188	988,686	1,439,678	2,791,601
Other Revenues	114,382	54,338	48,344	30,943	32,882
Use of Money and Property	5,015	3,605	3,183	12,011	7,737
Total Revenues	13,208,981	13,858,835	11,768,148	10,838,189	11,066,429
Expenses					
General Government	2,320,203	2,110,310	2,496,792	1,923,733	2,231,313
Public Safety	4,834,799	3,963,933	4,667,605	3,996,420	5,413,023
Community Development	3,058,008	2,881,440	1,818,348	1,253,984	1,069,198
Parks and Recreation	425,006	405,589	219,707	303,190	297,168
Public Works	4,435,300	2,570,554	2,184,645	2,551,241	2,371,664
Interest on Long-Term Debt		522,724	-	76,907	73,949
Total Expenses	15,073,316	12,454,550	11,387,097	10,105,475	11,456,315
Increase (Decrease) in Net Position	(1,864,335)	1,404,285	381,051	732,714	(389,886)
Beginning Net Position	29,205,201	27,800,916	15,140,660	14,515,080	14,904,966
Restatement of Net Position	(74,734)	-	12,279,205	(107,134)	-
Ending Net Position	\$ 27,266,132	\$ 29,205,201	\$ 27,800,916	\$ 15,140,660	\$ 14,515,080

As of the date of this report, property taxes were the single greatest source of City revenues for governmental activities. Total property tax revenues increased by \$577,371 (16.7%) as compared to the fiscal year 2013-14. The State of California taking of the recurring Motor Vehicle License Fee Revenues in FY 2011-12 (MVLFF, estimated at \$1.7m of “Other Taxes”) is noticed in the Other Taxes line under General Revenues.

Financial Analysis of Governmental Funds

As noted earlier, the City of Wildomar uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

As stated, governmental fund financial statements identify current sources and uses of money. Benefits derived include a detailed *short-term view* of the City’s general government operations and the basic services it provides, which assists in determining whether there are sufficient financial resources available to meet the City’s current needs.

The financial position of the City's governmental funds has decreased when compared to the previous fiscal year. The total ending fund balance for the City's governmental funds was \$4.4 million which represented a \$947,721 or (17.8%) decrease from the prior fiscal year.

Restricted fund balance is \$5.1 million, the non-spendable fund balance is \$92,167 and unassigned fund balance is (\$843,294) primarily due to the grant funds.

Other Major Funds Budgetary Highlights:

Gas Tax and Measure A Funds

These funds are primarily used to record the expenditure of funds for road maintenance and capital transportation projects. Their source of funding is State taxes on gasoline and Measure A receives funding from a county-wide voter approved sales tax.

Development Impact Fees

These funds are used to record the capital expenditures of funds various improvements needed to meet the increased demands associated with new development, primarily residential. Capital facility expansions are pre-determined and are constructed when the collected fees fully fund the improvement. No improvements were authorized for construction during fiscal year 2014-15.

Other Governmental Funds-Community Service Area (CSAs) Funds

As a part of the incorporation of the City, five former CSAs were fully detached from the County in 2010 and transferred to the City. These funds provide services for street lights and landscape maintenance.

General Fund Financial Highlights

The General Fund is the primary funding source for the City. At fiscal year end, the unassigned fund balance of the general fund was \$773,060 or 9% of the City's general fund expenditures of \$8.8 million.

General Fund revenues increased \$1.1 million from fiscal year 13-14. General Fund expenditures increased \$976,525.

As previously mentioned, the effects of the State take away continue to dramatically impact the City's general fund revenue.

- The effects of the State take away of the City's Motor Vehicle License Fee (MVLFF) revenues continue to impact the General Fund by \$1.7 million or 19% of total revenues. The City continues to operate with reduced service levels and other budget reduction measures.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The City's net investment in capital assets (Table 3) for its governmental activities as of June 30, 2015, is \$23.1 million (net of accumulated depreciation). This investment in capital assets includes land, structures and improvements, furniture and equipment, infrastructure and construction in progress. For more information, please refer to Note 4 in the Notes to Financial Statements. The Capital Assets of the City are those assets which are used in the performance of the City's functions including infrastructure assets. Depreciation on capital assets is recognized in the Government-wide financial statements.

Additional detail information is provided on Capital Assets in the Notes to Financial Statements, Note 1.d.

In accordance with GASB Statement No. 34, the City has reported all general infrastructure assets.

Table 3 Summary of Changes in Capital Assets

City of Wildomar				
Summary of Changes in Capital Assets				
For the Year Ended June 30, 2015				
	Beginning Balance	Additions	Deletions	Ending Balance
Governmental Activities:				
Capital Assets, not being depreciated:				
Land	\$ 3,190,006	\$ -	\$ -	\$ 3,190,006
Construction in Progress	1,339,241	926,789	701,010	1,565,020
Right-of-way	622,935	-	-	622,935
Total Capital Assets, Not Being Depreciated	<u>5,152,182</u>	<u>926,789</u>	<u>701,010</u>	<u>5,377,961</u>
Capital Assets, being depreciated:				
Buildings and Improvements	7,094,471	38,156	-	7,132,627
Furniture, fixtures and Equipment	46,730	-	-	46,730
Traffic Signals	128,838	-	-	128,838
Infrastructure	40,245,355	701,010	-	40,946,365
Total Capital Assets, Being Depreciated	<u>47,515,394</u>	<u>739,166</u>	<u>-</u>	<u>48,254,560</u>
Less Accumulated Depreciation				
Buildings and Improvements	1,852,661	237,754	-	2,090,415
Furniture, fixtures and Equipment	55,913	6,457	-	62,370
Traffic Signals	19,326	6,442	-	25,768
Infrastructure	26,345,546	2,040,860	-	28,386,406
Total Accumulated Depreciation	<u>28,273,446</u>	<u>2,291,513</u>	<u>-</u>	<u>30,564,959</u>
Total Capital Assets, Being Depreciated, Net	<u>19,241,948</u>	<u>(1,552,347)</u>	<u>-</u>	<u>17,689,601</u>
	<u>\$ 24,394,130</u>	<u>\$ (625,558)</u>	<u>\$ 701,010</u>	<u>\$ 23,067,562</u>

Long-term Debt

At year end, the City had \$1.3 million in outstanding long-term debt for Governmental Activities. This debt is due to a loan from the County of Riverside for the cost of services (\$1.2 million) the County provided to the City during the City's first year of incorporation and Compensated Absences (\$121,679). Long-term debt decreased \$96,872 during the year due primarily to a payment to the County of Riverside.

Table 4 Summary of Changes in Long-Term Liabilities

City of Wildomar					
Summary of Changes in Long-Term Liabilities					
For the Year Ended June 30, 2015					
	Beginning Balance	Additions	Deductions	Ending Balance	Within One Year
Loan from Riverside County	\$ 1,294,377	\$ -	\$ 109,040	\$ 1,185,337	\$ 100,000
Compensated Absences	109,511	86,391	74,223	121,679	82,470
Total Long-Term Liabilities	\$ 1,403,888	\$ 86,391	\$ 183,263	\$ 1,307,016	\$ 182,470

ECONOMIC FACTORS AND OUTLOOK FOR FUTURE YEARS

Although the focus of this Comprehensive Annual Financial Report is the economic condition of the City in the Fiscal Year ended June 30, 2015, in preparing the budget for fiscal year 2015-16, management gave careful consideration to the continued impact the State of California will have on the City's budget. The overall approach in the development of the fiscal year 2015-16 budget was to achieve and maintain an appropriate balance of expenditure reductions to address the negative State of California impacts on City revenues, while minimizing impacts on the delivery of services, programs and capital projects.

Key budget assumptions for forecasting General Fund revenues include the following:

- The City will continue to pursue legislative measures to reinstate some form of replacement of the loss of the \$1.7 million motor vehicle license fee revenue.
- Sales tax revenues showed an increase over last year.
- Residential property values are increasing.

The Adopted Operating Budget for Fiscal Year 2015-16 is structurally balanced, addresses some of the City Council's priorities, and attempts to balance achievement of community needs and accomplishment of the Council's goals and objectives while maintaining financial stability in light of the State's taking of the City's MVLFF revenues.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City of Wildomar's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

City of Wildomar
Attention: City Manager
23873 Clinton Keith Road, Suite 201,
Wildomar, California 92595

General information relating to the City of Wildomar, California, can be found at the City's website, www.cityofwildomar.org.

CITY OF WILDOMAR

STATEMENT OF NET POSITION
JUNE 30, 2015

	Governmental Activities
Assets:	
Cash and investments	\$ 7,176,350
Receivables:	
Accounts	2,087,602
Accrued interest	1,095
Inventories	2,167
Capital assets not being depreciated	5,377,961
Capital assets, net of depreciation	<u>17,689,601</u>
Total Assets	<u>32,334,776</u>
Deferred Outflows of Resources:	
Deferred pension-related items	<u>341,515</u>
Total Deferred Outflows of Resources	<u>341,515</u>
Liabilities:	
Accounts payable	1,836,854
Accrued liabilities	12,315
Unearned revenue	660,535
Deposits payable	1,143,688
Due to other governments	184,799
Noncurrent liabilities:	
Due within one year	182,470
Due in more than one year	1,124,546
Net pension liability	98,405
Other post-employment benefits liability	<u>96,259</u>
Total Liabilities	<u>5,339,871</u>
Deferred Inflows of Resources:	
Deferred pension-related items	<u>70,288</u>
Total Deferred Inflows of Resources	<u>70,288</u>
Net Position:	
Investment in capital assets	23,067,562
Restricted for:	
Community development projects	2,579,164
Public safety	5,198
Public works	714,148
Capital projects	136,195
Cemetery	1,688,398
Cemetery Trust	
Nonexpendable	90,000
Unrestricted	<u>(1,014,533)</u>
Total Net Position	<u>\$ 27,266,132</u>

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CITY OF WILDOMAR

STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2015

Functions/Programs	Expenses	Program Revenues			Net (Expenses)
		Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants	Revenues and Changes in Net Position
					Governmental Activities
Governmental Activities:					
General government	\$ 2,320,203	\$ 233,193	\$ 575,922	\$ -	\$ (1,511,088)
Public safety	4,834,799	10,266	97,546	-	(4,726,987)
Community development	3,058,008	2,491,406	343,060	-	(223,542)
Parks and recreation	425,006	9,005	-	-	(416,001)
Public works	4,435,300	332,187	1,351,679	1,049,064	(1,702,370)
Total Governmental Activities	15,073,316	3,076,057	2,368,207	1,049,064	(8,579,988)
General Revenues:					
Taxes:					
Property taxes, levied for general purpose					4,042,882
Sales taxes					1,492,041
Franchise taxes					1,061,333
Use of money and property					5,015
Other					114,382
Total General Revenues					6,715,653
Change in Net Position					(1,864,335)
Net Position at Beginning of Year					29,205,201
Restatement of Net Position					(74,734)
Net Position at End of Year					\$ 27,266,132

CITY OF WILDOMAR

**BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2015**

	<u>Special Revenue Funds</u>			
	<u>General</u>	<u>Development Impact Fees</u>	<u>Grants</u>	<u>Wildomar Cemetery District</u>
Assets:				
Pooled cash and investments	\$ 1,710,622	\$ 2,337,037	\$ -	\$ 1,769,217
Receivables:				
Accounts, grants and taxes	721,921	51,200	1,058,227	13,201
Accrued interest	1,095	-	-	-
Due from other funds	1,030,915	914,528	-	-
Inventories	-	-	-	2,167
Total Assets	<u>\$ 3,464,553</u>	<u>\$ 3,302,765</u>	<u>\$ 1,058,227</u>	<u>\$ 1,784,585</u>
Liabilities, Deferred Inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	\$ 1,350,691	\$ 10,435	\$ 167,434	\$ 4,020
Accrued liabilities	12,315	-	-	-
Unearned revenues	-	655,475	5,060	-
Deposits payable	1,143,688	-	-	-
Due to other governments	184,799	-	-	-
Due to other funds	-	115,641	914,528	-
Total Liabilities	<u>2,691,493</u>	<u>781,551</u>	<u>1,087,022</u>	<u>4,020</u>
Deferred Inflows of Resources:				
Unavailable revenues	-	-	1,043,305	-
Total Deferred Inflows of Resources	<u>-</u>	<u>-</u>	<u>1,043,305</u>	<u>-</u>
Fund Balances:				
Nonspendable:				
Inventory	-	-	-	2,167
Cemetery endowment	-	-	-	90,000
Restricted for:				
Community development projects	-	2,521,214	-	-
Public safety	-	-	-	-
Public works	-	-	-	-
Capital projects	-	-	-	-
Cemetery	-	-	-	1,688,398
Unassigned	773,060	-	(1,072,100)	-
Total Fund Balances	<u>773,060</u>	<u>2,521,214</u>	<u>(1,072,100)</u>	<u>1,780,565</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 3,464,553</u>	<u>\$ 3,302,765</u>	<u>\$ 1,058,227</u>	<u>\$ 1,784,585</u>

CITY OF WILDOMAR

**BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2015**

	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
Assets:		
Pooled cash and investments	\$ 1,359,474	\$ 7,176,350
Receivables:		
Accounts, grants and taxes	243,053	2,087,602
Accrued interest	-	1,095
Due from other funds	-	1,945,443
Inventories	-	2,167
	<u> </u>	<u> </u>
Total Assets	<u>\$ 1,602,527</u>	<u>\$ 11,212,657</u>
Liabilities, Deferred Inflows of Resources, and Fund Balances:		
Liabilities:		
Accounts payable	\$ 304,274	\$ 1,836,854
Accrued liabilities	-	12,315
Unearned revenues	-	660,535
Deposits payable	-	1,143,688
Due to other governments	-	184,799
Due to other funds	915,274	1,945,443
	<u> </u>	<u> </u>
Total Liabilities	<u>1,219,548</u>	<u>5,783,634</u>
Deferred Inflows of Resources:		
Unavailable revenues	13,742	1,057,047
	<u> </u>	<u> </u>
Total Deferred Inflows of Resources	<u>13,742</u>	<u>1,057,047</u>
Fund Balances:		
Nonspendable:		
Inventory	-	2,167
Cemetery endowment	-	90,000
Restricted for:		
Community development projects	57,950	2,579,164
Public safety	5,198	5,198
Public works	714,148	714,148
Capital projects	136,195	136,195
Cemetery	-	1,688,398
Unassigned	(544,254)	(843,294)
	<u> </u>	<u> </u>
Total Fund Balances	<u>369,237</u>	<u>4,371,976</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 1,602,527</u>	<u>\$ 11,212,657</u>

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CITY OF WILDOMAR

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
JUNE 30, 2015**

Fund balances of governmental funds		\$ 4,371,976
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets net of depreciation have not been included as financial resources in governmental fund activity.		23,067,562
Long-term debt and compensated absences that have not been included in the governmental fund activity:		
Loan from County	\$ (1,185,337)	
Compensated Absences	<u>(121,679)</u>	(1,307,016)
Governmental funds report all OPEB contributions as expenditures, however in the statement of net position any excesses or deficiencies in contributions in relation to the Annual Required Contribution (ARC) are recorded as a asset or liability.		(96,259)
Governmental funds report all pension contributions as expenditures. However, the net pension liability has a measurement date of June 30, 2014, and pension contributions subsequent to the measurement date are reclassified as deferred pension contributions.		196,524
Adjustment due to the changes in the proportionate share of the pension plan are recorded as deferred outflows of resources and amortized over the remaining service life.		144,991
In the statement of net position, the excess of the total pension liability over the plan fiduciary net position is reported as a net pension liability.		(98,405)
Deferred inflows related to the net difference between projected and actual earnings on pension plan investments and the adjustment due to differences in proportions.		(70,288)
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.		<u>1,057,047</u>
Net Position of governmental activities		<u>\$ 27,266,132</u>

CITY OF WILDOMAR

STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2015

	Special Revenue Funds			
	General	Development Impact Fees	Grants	Wildomar Cemetery District
Revenues:				
Taxes	\$ 6,196,420	\$ -	\$ -	\$ 399,836
Licenses and permits	2,460,535	-	-	-
Intergovernmental	43,338	-	773,319	-
Charges for services	18,077	-	-	9,000
Use of money and property	3,567	-	-	981
Fines and forfeitures	51,882	-	-	-
Developer participation	-	170,021	-	-
Miscellaneous	70,768	-	-	41,294
Total Revenues	8,844,587	170,021	773,319	451,111
Expenditures:				
Current:				
General government	1,568,650	-	15,948	362,068
Public safety	4,834,799	-	-	-
Community development	2,713,552	75,983	-	-
Parks and recreation	-	-	-	-
Public works	160,288	13,713	84,606	-
Capital outlay	-	-	966,722	-
Debt service:				
Principal retirement	109,040	-	-	-
Total Expenditures	9,386,329	89,696	1,067,276	362,068
Excess (Deficiency) of Revenues Over (Under) Expenditures	(541,742)	80,325	(293,957)	89,043
Other Financing Sources (Uses):				
Transfers in	544,116	-	-	-
Transfers out	-	(27,389)	-	(47,558)
Total Other Financing Sources (Uses)	544,116	(27,389)	-	(47,558)
Net Change in Fund Balances	2,374	52,936	(293,957)	41,485
Fund Balances, Beginning of Year, as previously reported	770,686	2,468,278	(778,143)	1,739,080
Restatements	-	-	-	-
Fund Balances, Beginning of Year, as restated	770,686	2,468,278	(778,143)	1,739,080
Fund Balances, End of Year	\$ 773,060	\$ 2,521,214	\$ (1,072,100)	\$ 1,780,565

CITY OF WILDOMAR

STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2015

	Other Governmental Funds	Total Governmental Funds
Revenues:		
Taxes	\$ -	\$ 6,596,256
Licenses and permits	-	2,460,535
Intergovernmental	2,844,103	3,660,760
Charges for services	-	27,077
Use of money and property	467	5,015
Fines and forfeitures	-	51,882
Developer participation	11,532	181,553
Miscellaneous	11,325	123,387
Total Revenues	2,867,427	13,106,465
Expenditures:		
Current:		
General government	463,911	2,410,577
Public safety	-	4,834,799
Community development	311,156	3,100,691
Parks and recreation	27,866	27,866
Public works	2,202,057	2,460,664
Capital outlay	41,787	1,008,509
Debt service:		
Principal retirement	-	109,040
Total Expenditures	3,046,777	13,952,146
Excess (Deficiency) of Revenues Over (Under) Expenditures	(179,350)	(845,681)
Other Financing Sources (Uses):		
Transfers in	-	544,116
Transfers out	(469,169)	(544,116)
Total Other Financing Sources (Uses)	(469,169)	-
Net Change in Fund Balances	(648,519)	(845,681)
Fund Balances, Beginning of Year, as previously reported	1,119,796	5,319,697
Restatements	(102,040)	(102,040)
Fund Balances, Beginning of Year, as restated	1,017,756	5,217,657
Fund Balances, End of Year	\$ 369,237	\$ 4,371,976

CITY OF WILDOMAR

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2015**

Net change in fund balances - total governmental funds \$ (845,681)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the costs of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital outlay	\$ 964,945	
Depreciation	<u>(2,291,513)</u>	(1,326,568)

The issuance of long-term debt provides current financial resources to governmental funds, while repayment of principal of long-term debt consumes the current financial resources of governmental funds.

Principal on County Loan paid		109,040
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Compensated absences expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

(12,168)

Pension obligation expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

145,516

Governmental funds report all contributions in relation to the annual required contribution (ARC) for OPEB as expenditures, however in the statement of activities only the ARC is an expense.

35,451

Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.

30,075

Change in net position of governmental activities **\$ (1,864,335)**

I. SIGNIFICANT ACCOUNTING POLICIES

Note 1: Summary of Significant Accounting Policies

a. Description of the Reporting Entity

The City of Wildomar, California (the City), was incorporated on July 1, 2008, under the laws of the State of California and enjoys all the rights and privileges applicable to a General Law City. The City is governed by an elected five-member board. As required by generally accepted accounting principles, these financial statements present the City (the primary government) and its component units.

Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. In addition, component units can be other organizations for which the nature and significance of their relationship with a primary government are such that exclusion would cause the reporting entity's financial statements to be incomplete. Under this definition, the following entity is determined to be blended component unit of the City. It is reported as blended for the following reasons: (1) the governing board is substantively the same as the primary government and there is a financial benefit or burden relationship between the primary government and the component unit; (2) the component unit provides services entirely, or almost entirely, to the primary government or otherwise exclusively, or almost exclusively, benefits the primary government even though it does not provide services directly to it; and (3) the component unit's total debt outstanding, including leases, is expected to be repaid entirely or almost entirely with the resources of the primary government. The blended component unit has a June 30 year-end. The following entity is reported as a blended component unit:

Wildomar Cemetery District – The Wildomar Cemetery District was absorbed into the City on November 9, 2011. Its purpose is to provide cemetery services to residents of the City of Wildomar. The operations of the District are reported in the Wildomar Cemetery District special revenue fund of the City. Separate financial statements are not prepared for the District.

b. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Note 1: Summary of Significant Accounting Policies (Continued)

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 90 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

The General fund is the City's primary operating fund. All general tax receipts and fee revenue not allocated by law, Council policy or contractual agreement to other funds are accounted for in the General Fund. General Fund expenditures include operations traditionally associated with activities, which are not required to be accounted for or paid by another fund.

The Development Impact Fees Fund accounts for new development impact fees that are collected on the City's behalf and can only be used to pay for capital expenditures and cannot be used for operating costs.

The Grants Fund accounts for revenues and expenditures of specific purpose grants within the City.

The Wildomar Cemetery District accounts for revenues and expenditures of the Wildomar Cemetery District, which includes transactions for services, rents, property taxes and interest. The City took over the operations of the District on November 9, 2011 after the Riverside County Local Agency Formation Commission approved the Wildomar Cemetery District as a subsidiary district of the City. This fund also includes an endowment of \$90,000 that is derived from an endowment care fee assessed on each sale of burial right and earnings on these resources.

Note 1: Summary of Significant Accounting Policies (Continued)

Additionally, the City reports the following fund types:

The special revenue funds are used to account for city financial resources that are restricted by law or contractual agreement for specific purposes other than debt service or major capital projects.

The capital projects fund accounts for the acquisition and operation of the government's capital facilities that were acquired from Riverside County.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

d. Assets, Deferred Outflows/Inflows of Resources, Liabilities, and Net Position or Equity

Cash and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. For financial statement presentation purposes, cash and cash equivalents are shown as both restricted and unrestricted cash and investments in the governmental funds.

Investments are reported at fair value. The City's policy is generally to hold investments until maturity or until fair values equal or exceed cost. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are shown net of an allowance for uncollectibles.

Prepaid Costs and Deposits

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid costs in both government-wide and fund financial statements. The City accounts for prepaid costs using the consumption method and is equally offset by a nonspendable fund balance in the fund-level statement, which indicates that it does not constitute "available spendable resources."

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 JUNE 30, 2015

Note 1: Summary of Significant Accounting Policies (Continued)

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of three years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

In accordance with GASB Statement No. 34, the City has reported all general infrastructure assets.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, equipment, and infrastructure are depreciated using the straight-line, half-year convention method over the following estimated useful lives:

Assets	Years
Building and improvements	10-30
Equipment and furniture	3-20
Vehicles	5-10
Infrastructure	10-50
Software	5-10

Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The City reports deferred outflows of resources for pension which relate to contributions after the measurement date and adjustments due to the difference in proportions.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two types of items, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: sales tax and grant revenues. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In addition, the City reports deferred inflow of resources for pensions which relate to the net difference between projected and actual earnings of pension plan investments and the difference between actual and plan share proportionate contributions.

Note 1: Summary of Significant Accounting Policies (Continued)

Compensated Absences

Vacation pay is payable to employees at the time a vacation is taken or upon termination of employment. The maximum number of vacation days an employee can accrue is 40 days. A maximum of five vacation days per year may be converted to compensation.

Sick leave is payable when an employee is unable to work because of illness. Sick leave is convertible to vacation at the rate of ten (10) days of sick leave to one (1) day of vacation.

The liability for compensated absences will be paid in future years from the General Fund.

Net Pension Liability

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. CalPERS audited financial statements are publicly available reports that can be obtained at CalPERS' website under Forms and Publications.

GASB 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used.

Valuation Date (VD): June 30, 2013

Measurement Date (MD): June 30, 2014

Measurement Period (MP): July 1, 2013 to June 30, 2014

Fund Equity

In the fund financial statements, government funds report the following fund balance classification:

Nonspendable include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted include amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws of regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed include amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest authority, the City Council. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution.

Note 1: Summary of Significant Accounting Policies (Continued)

Assigned include amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. The City Manager is authorized to assign amounts to a specific purpose, which was established by the governing body in Resolution No. 2011-32 approved on June 21, 2011.

Unassigned include the residual amounts that have not been restricted, committed, or assigned to specific purposes.

Net position flow assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund balance flow assumption

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Property Taxes

Property tax revenue is recognized on the modified accrual basis, that is, in the fiscal year for which the taxes have been levied providing they become available. Available means then due or past due and receivable within the current period and collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period. The County of Riverside collects property taxes for the City. Tax liens attach annually as of 12:01 A.M. on the first day in January proceeding the fiscal year for which the taxes are levied. The tax levy covers the fiscal period July 1 to June 30. All secured personal property taxes and one-half of the taxes on real property are due November 1; the second installment is due February 1. All taxes are delinquent, if unpaid, on December 10 and April 10, respectively. Unsecured personal property taxes become due on the first of March each year and are delinquent on August 31.

Note 1: Summary of Significant Accounting Policies (Continued)

Functional Classifications

Expenditures of the governmental funds are classified by function. Functional classifications are defined as follows:

- General Government includes legislative activities, City Clerk, City Attorney, City Manager as well as management or supportive services across more than one functional area.
- Public Safety includes those activities which involve police protection, fire protection and animal control services.
- Community Development includes those activities which involve planning, building and safety and code enforcement.
- Parks and Recreation includes activities which provide recreation, cultural and educational services.
- Public Works includes all maintenance, engineering and capital improvements which relate to streets and other public facilities.

e. Effect of New Accounting Standards

During the fiscal year ended June 30, 2015, the City implemented the following Governmental Accounting Standards Board (GASB) standards:

GASB Statement No. 68 – *Accounting and Financial Reporting for Pensions—an Amendment of GASB Statement No. 27* will improve the decision-usefulness of information in local government employer entity financial reports and will enhance its value for assessing accountability and inter-period equity by requiring recognition of the entire net pension liability and a more comprehensive measure of pension expense. Decision-usefulness and accountability also will be enhanced through new note disclosures and required supplementary information. The requirements of this statement are effective for financial statements for periods beginning after June 15, 2014.

GASB Statement No. 71 – *Pension Transition for Contributions Made Subsequent to the Measurement Date – an Amendment of GASB Statement No. 68*. The objective of this Statement is to address an issue regarding application of the transition provisions of Statement No. 68, *Accounting and Financial Reporting for Pensions*. The issue relates to amounts associated with contributions, if any, made by a local government employer contributing entity to a defined benefit pension plan after the measurement date of the government's beginning net pension liability. The provisions of GASB Statement No. 71 are effective for financial statements beginning after June 15, 2014.

The implementation of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, and GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date* resulted in a beginning net position restatement at July 1, 2014 of \$27,306 for governmental activities.

II. STEWARDSHIP

Note 2: Stewardship, Compliance and Accountability

The following funds contained deficit fund balances or net position:

<u>Fund</u>	<u>Amount</u>
Special Revenue Fund:	
Grants	\$ (1,072,100)
Gas Tax	(288,629)
SLESF	(15,057)
TDA	(26,978)
Community Development Block Grant	(136,997)
Animal Shelter DIF	(76,593)

III. DETAILED NOTES ON ALL FUNDS

Note 3: Cash and Investments

As of June 30, 2015, cash and investments were reported in the accompanying financial statements as follows:

Governmental Activities	<u>\$ 7,176,350</u>
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The City maintains a cash and investment pool that is available for use for all funds. Each fund type's position in the pool is reported on the combined balance sheet as cash and investments. The City has adopted an investment policy which authorizes it to invest in various investments.

Interest income earned on pooled cash and investments is allocated quarterly to the General Fund based on average daily cash balances.

Deposits

At June 30, 2015, the carrying amount of the City's deposits was \$5,501,119 and the bank balance was \$5,683,579. The \$182,460 difference represents outstanding checks and other reconciling items.

The California Government Code requires California banks and savings and loan associations to secure a City's deposits by pledging government securities with a value of 110% of a City's deposits. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of a City's total deposits. The City Treasurer may waive the collateral requirement for deposits which are fully insured up to \$250,000 by the FDIC. The collateral for deposits in federal and state chartered banks is held in safekeeping by an authorized Agent of Depository recognized by the State of California Department of Banking. The collateral for deposits with savings and loan associations is generally held in safekeeping by the Federal Home Loan Bank in San Francisco, California as an Agent of Depository. These securities are physically held in an undivided pool for all California public agency depositors. Under Government Code Section 53655, the placement of securities by a bank or savings and loan association with an "Agent of Depository" has the effect of perfecting the security interest in the name of the local governmental agency. Accordingly, all collateral held by California Agents of Depository are considered to be held for, and in the name of, the local governmental agency.

Note 3: Cash and Investments (Continued)

Investments

Under provision of the City's investment policy and in accordance with the California Government Code, the following investments are authorized:

- Securities of the U.S. Government
- Securities of U.S. Government Agencies
- City, State and Municipal Bonds
- Time Deposits and Certificates of Deposit
- Negotiable Certificates of Deposit
- Bankers' Acceptance Notes
- Commercial Paper
- Repurchase Agreements
- Money Market Mutual Funds
- Local Agency Investment Fund (LAIF)
- Joint Powers Authority Investment Pools

Investments Authorized by Debt Agreements

The above investments do not address investment of debt proceeds held by a bond trustee. Investments of debt proceeds held by a bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy.

Investments in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. LAIF is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State statute. The State Treasurer's Office audits the fund annually. The fair value of the position in the investment pool is the same as the value of the pool shares.

GASB Statement No. 31

The City adopted GASB Statement No. 31, Accounting and Financial Reporting for certain investments and for External Investment Pools, as of July 1, 1997. GASB Statement No. 31 establishes fair value standards for investments in participating interest earning investment contracts, external investment pools, equity securities, option contracts, stock warrants and stock rights that have readily determinable fair values. Accordingly, the City reports its investments at fair value in the balance sheet. All investment income, including changes in the fair value of investments, is recognized as revenue in the operating statement.

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2015

investment or collateral securities that are in the possession of an outside party. Investments in U.S. government securities are not considered to have credit risk and, therefore, their credit quality is not disclosed.

As of June 30, 2015, none of the City's deposits or investments were exposed to custodial credit risk.

Concentration of Credit Risk

The City's investment policy diversifies its investments by security type, institution and maturity/call dates. With the exception of U.S. Treasury securities and authorized pools, no more than 50% of the City's total investment portfolio can be invested in a single security type or with a single financial institution.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City's investment policy limits investments in commercial paper to those rated "A" or higher from Standard and Poor's (S&P) and Moody's, respectively. At June 30, 2015, the City's investment in LAIF and money market is unrated.

Interest Rate Risk

The City's investment policy investment maturities to five years, unless matched to a specific cash flow. Reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk.

As of June 30, 2015, the City had the following investments and remaining maturities:

	Investment Maturities (in Years)	Fair Value
	<u>Less than 1 year</u>	<u>Value</u>
California Local Agency Investment Fund	\$ 1,549,394	\$ 1,549,394
Money Market	<u>125,837</u>	<u>125,837</u>
Total	<u>\$ 1,675,231</u>	<u>\$ 1,675,231</u>

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 JUNE 30, 2015

Note 4: Capital Assets

Capital asset activity for the year ended June 30, 2015, was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 3,190,006	\$ -	\$ -	\$ 3,190,006
Construction in progress	1,339,241	926,789	701,010	1,565,020
Right-of-way	622,935	-	-	622,935
Total Capital Assets, Not Being Depreciated	5,152,182	926,789	701,010	5,377,961
Capital assets, being depreciated:				
Buildings and improvements	7,094,471	38,156	-	7,132,627
Furniture, fixtures and equipment	46,730	-	-	46,730
Traffic Signals	128,838	-	-	128,838
Infrastructure	40,245,355	701,010	-	40,946,365
Total Capital Assets, Being Depreciated	47,515,394	739,166	-	48,254,560
Less accumulated depreciation:				
Buildings and improvements	1,852,661	237,754	-	2,090,415
Furniture, fixtures and equipment	55,913	6,457	-	62,370
Traffic Signals	19,326	6,442	-	25,768
Infrastructure	26,345,546	2,040,860	-	28,386,406
Total Accumulated Depreciation	28,273,446	2,291,513	-	30,564,959
Total Capital Assets, Being Depreciated, Net	19,241,948	(1,552,347)	-	17,689,601
Governmental Activities Capital Assets, Net	\$ 24,394,130	\$ (625,558)	\$ 701,010	\$ 23,067,562

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General government	\$ 6,464
Cemetery	3,137
Parks and recreation	324,699
Public works	1,957,213
Total Depreciation Expense - Governmental Activities	\$ 2,291,513

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2015

Note 5: Long-Term Liabilities

The following is a schedule of changes in long-term debt for the fiscal year ended June 30, 2015:

	Beginning Balance	Additions	Deductions	Ending Balance	Within One Year
Loan from County	\$ 1,294,377	\$ -	\$ 109,040	\$ 1,185,337	\$ 100,000
Compensated absences	109,511	86,391	74,223	121,679	82,470
Total Long-Term Liabilities	\$ 1,403,888	\$ 86,391	\$ 183,263	\$ 1,307,016	\$ 182,470

Loan from County

As part of the Comprehensive Fiscal Analysis prepared as part of the formation documents for the City, the County of Riverside (County) and other servicing agencies were to provide municipal level services during the transition year (July 1, 2008 through June 30, 2009). The County was to receive certain revenues on behalf of the City and apply them to the payment that would otherwise be necessary for providing those services. However, the County is allowed under law to require the City to pay back the overall net cost of providing these services. The amount is to be repaid by June 30, 2015, with interest of 4%; however, there is no set repayment schedule. On February 8, 2012, the City formally requested a deferral by resolution. The County Executive Office submitted a resolution for approval by the Board on March 27, 2012, for the City to be allowed to defer repayment of the general fund services cost repayments for an additional eight years to June 30, 2021, with a minimum annual payment of no less than \$100,000 plus CPI starting July 1, 2013, which supersedes the original agreement thus the accrued interest is no longer due. The outstanding balance as of June 30, 2015, is \$1,185,337.

Compensated Absences

The City accrues accumulated unpaid vacation, sick leave and associated employee-related costs when earned (or estimated to be earned) by the employee as described in Note 1. The City at June 30, 2015, had an outstanding accrued balance of unpaid vacation, sick and associated employee of \$121,679 that will be liquidated from various funding sources in future years.

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 JUNE 30, 2015

Note 6: Interfund Receivable, Payable and Transfers

a. Due To / From Other Funds

Funds	Due To Other Funds:			Total
	Grants Fund	Development Impact Fees	Other Governmental Funds	
Due From Other Funds:				
General Fund	\$ -	\$ 115,641	\$ 915,274	\$ 1,030,915
Development Impact Fees	914,528	-	-	914,528
Total	\$ 914,528	\$ 115,641	\$ 915,274	\$ 1,945,443

These were the result of routine interfund transactions due to eliminating temporary deficit cash balances.

b. Interfund Transfers

Transfers In:	Transfer Out:			Total
	Wildomar Cemetery District	Development Impact Fees	Other Governmental Funds	
General Fund	\$ 47,558	\$ 27,389	\$ 469,169	\$ 544,116
Total	\$ 47,558	\$ 27,389	\$ 469,169	\$ 544,116

During the year, interfund transfers were made to the General Fund for the purpose of funding administrative costs.

Note 7: Pension Plan

Plan Description

All qualified permanent and probationary employees are eligible to participate in the City of Wildomar's separate Miscellaneous Pension Plan, cost-sharing multiple employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plan is established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: The Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 JUNE 30, 2015

Note 7: Pension Plan (Continued)

	Miscellaneous	PEPRA Miscellaneous
	Prior to January 1, 2013	On or after January 1, 2013
Benefit Formula	2.7% @ 55	2.0% @ 62
Social Security Coverage	no	no
Full/Modified	full	full
Final Average Compensation Period	12 mos.	3 yrs.
Sick Leave Credit	yes	yes
Non-Industrial Disability	standard	standard
Industrial Disability	no	no
Pre-Retirement Death Benefits		
Optional Settlement 2W	yes	yes
1959 Survivor Benefit Level	level 4	level 4
Special	no	no
Alternate (firefighters)	no	no
Post-Retirement Death Benefits		
Lump Sum	\$500	\$500
Survivor Allowance (PRSA)	no	no
COLA	2%	2%

Required Contribution

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through the CalPERS' annual actuarial valuation process. The actuarially determined rate is based on the estimated amount necessary to pay the Plan's allocated share of the risk pool's costs of benefits earned by employees during the year, and any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2015, the contributions recognized as a reduction of the net pension liability was \$156,299.

Pension Liabilities, Pension Expense, and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

As of June 30, 2015, the City reported a net pension liability for its proportionate share of the net pension liability of the Miscellaneous Plan as follows:

Proportionate Share of Net Pension Liability	
Miscellaneous Plan	\$ 98,405
Total Net Pension Liability:	\$ 98,405

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 JUNE 30, 2015

Note 7: Pension Plan (Continued)

The City's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2014, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2013 rolled forward to June 30, 2014 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for the Plan as of June 30, 2013 and 2014 was as follows:

Proportion - June 30, 2013	0.00394%
Proportion - June 30, 2014	<u>0.00398%</u>
Change - Increase (Decrease)	<u><u>0.00004%</u></u>

For the year ended June 30, 2015, the City recognized pension expense of \$51,008. At June 30, 2015, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
<u>Miscellaneous Plan</u>		
Contributions made after the measurement date	\$ 196,524	\$ -
Net difference between projected and actual earnings on pension plan investments	-	28,724
Difference between expected and actual experience	144,991	-
Adjustment due to differences in proportions	-	41,564
Plan Total	<u>\$ 341,515</u>	<u>\$ 70,288</u>

\$196,524 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2016. Other amounts reported as deferred outflows or deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Year ended June 30:</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
2016	\$ 38,156	\$ (22,025)
2017	38,156	(22,025)
2018	38,156	(19,057)
2019	30,523	(7,181)
	<u>\$ 144,991</u>	<u>\$ (70,288)</u>

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 JUNE 30, 2015

Note 7: Pension Plan (Continued)

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

For the measurement period ended June 30, 2014 (the measurement date), the total pension liability was determined by rolling forward the June 30, 2013 total pension liability. The June 30, 2013 and the June 30, 2014 total pension liabilities were based on the following actuarial methods and assumptions:

Actuarial Cost Method Actuarial Assumptions	Entry Age Normal Cost Method
Discount Rate	7.50%
Inflation	2.75%
Salary Increases	3.3% - 14.2% (1)
Investment Rate of Return	7.50% (2)
Mortality Rate Table (3)	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.75% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.75% thereafter

(1) Depending on age, service and type of employment

(2) Net of Pension Plan Investment and Administrative Expenses; includes Inflation

(3) The mortality table used was developed based on CalPERS' specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details on this table, please refer to the 2014 experience study report on the CalPERS website.

All other actuarial assumptions used in the June 30, 2013 valuation were based on the results of an actuarial experience study for the period from 1997 to 2011, including updates to salary increase, mortality and retirement rates. The Experience Study report can be obtained at CalPERS' website under Forms and Publications.

Discount Rate

The discount rate used to measure the total pension liability was 7.50 percent. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.50 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 7.50 percent is applied to all plans in the Public Employees Retirement Fund. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS' website under the GASB 68 section.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2015

Note 7: Pension Plan (Continued)

According to Paragraph 30 of Statement 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. The 7.50 percent investment return assumption used in this accounting valuation is net of administrative expenses. Administrative expenses are assumed to be 15 basis points. An investment return excluding administrative expenses would have been 7.65 percent. Using this lower discount rate has resulted in a slightly higher total pension liability and net pension liability.

CalPERS is scheduled to review all actuarial assumptions as part of its regular Asset Liability Management review cycle that is scheduled to be completed in February 2018. Any changes to the discount rate will require Board action and proper stakeholder outreach. For these reasons, CalPERS expects to continue using a discount rate net of administrative expenses for GASB 67 and 68 calculations through at least the 2017-18 fiscal year. CalPERS will continue to check the materiality of the difference in calculation until such time as they have changed their methodology.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

Asset Class	New Strategic Allocation	Real Return Years 1 - 10 (1)	Real Return Years 11+ (2)
Global Equity	47.0%	5.25%	5.71%
Global Fixed Income	19.0	0.99	2.43
Inflation Sensitive	6.0	0.45	3.36
Private Equity	12.0	6.83	6.95
Real Estate	11.0	4.50	5.13
Infrastructure and Forestland	3.0	4.50	5.09
Liquidity	2.0	(0.55)	(1.05)

(1) An expected inflation of 2.5% used for this period

(2) An expected inflation of 3.0% used for this period

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2015

Note 7: Pension Plan (Continued)

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% point lower or 1% point higher than the current rate:

	<u>Discount Rate - 1%</u> <u>6.50%</u>	<u>Current Discount</u> <u>7.50%</u>	<u>Discount Rate +1%</u> <u>8.50%</u>
Plan's Net Pension Liability/(Asset)	\$ 166,935	\$ 98,405	\$ 41,531

Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

Note 8: Other Post-Employment Benefits

Plan Description

The City provides other post-employment benefits (OPEB) through a single-employer defined benefit healthcare plan. Separate financial statements are not available for the plan. In prior years, the City had two separate plans for City of Wildomar employees and Wildomar Cemetery District employees. Beginning in fiscal year 2014-15, the City consolidated the two plans into a single plan that covers all employees.

Funding Policy

The contribution requirements of plan members and the City are established and may be amended by the City and/or City Council. There were \$6,115 in contributions made during the 2014-2015, fiscal year to cover current plan premiums.

As a result, the City calculated and recorded a net OPEB obligation, representing the difference between the annual required contribution (ARC) and actual contributions, as presented below:

Annual required contribution (ARC)	\$ 21,854
Interest on net OPEB obligation (asset)	2,843
Adjustment to ARC	<u>(4,260)</u>
Annual OPEB Cost	20,437
Contributions made	<u>6,115</u>
(Decrease) increase in Net OPEB obligation	14,322
Adjustment for changes in assumptions	(49,773)
Net OPEB obligation (asset) June 30, 2014	<u>131,710</u>
Net OPEB obligation (asset) June 30, 2015	<u><u>\$ 96,259</u></u>

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 JUNE 30, 2015

Note 8: Other Post-Employment Benefits

For the fiscal year 2014-2015, the City's annual OPEB cost (expense) was \$20,437. The Net OPEB obligation for the most recent fiscal years is presented below:

Fiscal Year End	Annual OPEB Cost	Actual Contribution (Net of Adjustments)	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation (Asset)
6/30/2013	\$ 29,750	\$ 2,812	9%	\$ 104,687
6/30/2014	27,023	-	0%	131,710
6/30/2015	20,437	(55,893)	0%	96,259

Funded Status and Funding Progress

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the City are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

The schedule of funding progress below presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Schedule of Funding Progress for OPEB

Type of Valuation	Actuarial Valuation Date	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Covered Payroll	UAAL as percent of Covered Payroll	Interest Rate	Salary Scale
Actual	6/30/2015	\$ -	\$ 146,165	0.0%	\$ 869,236	17%	3.75%	2.75%

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in the actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the June 30, 2015, actuarial valuation, the entry age normal cost method was used. The actuarial assumptions include a 3.75% investment rate of return, which is a blended rate of the expected long-term investment return on plan assets and on the employer's own investments calculated based on the funded level of the plan at the valuation date, and annual healthcare cost trend rate of 2.5% to 8.2% after eight years. Both rates include a 2.75% inflation assumption. The actuarial value of assets is set equal to the reported fair value of assets. The UAAL is being amortized as a level percentage of payroll on an open basis. The remaining amortization period at June 30, 2015, was thirty years. The number of active participants is 10 and there is one retiree receiving benefits.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2015

Note 9: Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the City obtains insurance coverage.

The City is a member of the Public Agency Risk Sharing Authority of California – PARSAC (Authority), a joint powers authority, which provides joint protection programs for public entities covering automobile, general liability, errors and omission losses, workers' compensation, and property claims. Under the program, the City has a \$5,000 retention limit similar to a deductible with the Authority being responsible for losses above that amount up to \$1 million. The Authority has additional coverage of \$34 million in excess of its \$1 million retention limit through affiliated risk management authorities. The Authority also provides one billion dollars aggregate per occurrence property damage to its members with such coverage provided by purchased insurance.

Liabilities of the City are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of economic and social factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. Estimated recoveries, for example from salvage or subrogation, are another component of the claims liability estimate.

The Authority covers workers' compensation claims up to its self-insurance limit of \$500,000. The Local Agency Workers Compensation Excess Pool provides excess coverage to statutory limits. The City pays an annual premium to the Authority and may share in any surplus revenues or may be required to pay additional assessments based on the Authority's operating results. Financial statements of the Public Agency Risk Sharing Authority of California (PARSAC) may be obtained from its administrative office located at 1525 Response Road, Suite One, Sacramento, California, 95815; www.parsac.org or by calling (916) 927-7727.

As of June 30, 2015, the City did not have any significant claims liability; therefore, no accrual was required. Claims settlements have not exceeded insurance coverage in each of the past three years.

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 JUNE 30, 2015

Note 10: Restatement of Fund Balance and Net Position

Government-wide beginning net position has been restated as follows:

Governmental Activities:

To record beginning net pension liability and deferred outflows of resources for pensions in accordance with GASBS No. 68	\$ 27,306
To record the July 2014 Highway Users Tax, in accordance with the change in reporting standards of the State Controller's Office.	<u>(102,040)</u>
Total Governmental Activities Restatements	<u>\$ (74,734)</u>

Beginning fund balance in the individual fund-level statements has been restated as follows:

Governmental Funds:

State Gasoline Tax Fund:

To record the July 2014 Highway Users Tax, in accordance with the change in reporting standards of the State Controller's Office.	<u>\$ (102,040)</u>
Total Governmental Funds Restatements	<u>\$ (102,040)</u>

Note 11: City's Financial Condition

As of June 30, 2015, the City's governmental activities had a deficit unrestricted net position of \$1,016,700, compared to a deficit of \$921,235 in the prior year. The change is the result of an operating deficit and depreciation on capital assets. The General Fund had a fund balance of \$773,060, an increase of \$2,374 from the prior year, in the fund financial statements.

The following is the five-year trend information of financial condition of the City:

Government-Wide Financial Statements

	Governmental Activities			
	Total Net Position	Change \$	Unrestricted Net Position (Deficit)	Change \$
2011	\$ 14,515,080	N/A	\$ (537,891)	N/A
2012	15,140,660	625,580	(628,995)	(91,104)
2013	27,800,916	12,660,256	(1,420,547)	(791,552)
2014	29,205,201	1,404,285	(921,253)	499,312
2015	27,266,132	(1,939,069)	(1,016,700)	(95,447)

Fund Financial Statements – General Fund

	General Fund Balance	Change \$
2011	\$ 1,474,399	N/A
2012	1,476,164	1,765
2013	808,648	(667,516)
2014	770,686	(37,962)
2015	773,060	2,374

CITY OF WILDOMAR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2015

Note 11: City's Financial Condition (Continued)

To address the continued deficits in net position, the City is expecting increased revenues. The City anticipates revenue for grant-funded capital projects for expenditures incurred in prior years that the County will reimburse for. The City Council is fully aware of the financial condition of the City.

CITY OF WILDOMAR

**BUDGETARY COMPARISON SCHEDULE BY DEPARTMENT
GENERAL FUND
YEAR ENDED JUNE 30, 2015**

	<u>Budget Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
Budgetary Fund Balance, July 1	\$ 770,686	\$ 770,686	\$ 770,686	\$ -
Resources (Inflows):				
Taxes	5,873,000	6,560,000	6,196,420	(363,580)
Licenses and permits	1,060,000	2,116,000	2,460,535	344,535
Intergovernmental	31,000	45,000	43,338	(1,662)
Charges for services	38,000	22,000	18,077	(3,923)
Use of money and property	5,000	5,000	3,567	(1,433)
Fines and forfeitures	74,000	59,000	51,882	(7,118)
Miscellaneous	1,000	66,200	70,768	4,568
Transfers in	538,900	473,400	544,116	70,716
Amounts Available for Appropriations	8,391,586	10,117,286	10,159,389	42,103
Charges to Appropriations (Outflow):				
General government				
City Council	108,100	136,900	143,059	(6,159)
City Manager	321,500	318,100	310,691	7,409
City Clerk	177,900	184,600	177,049	7,551
City Attorney	204,000	163,000	180,671	(17,671)
Finance	204,700	281,800	275,536	6,264
Non-departmental	330,900	400,700	383,866	16,834
Community Services	32,700	30,200	31,730	(1,530)
Marna O'Brien Park	-	24,700	31,763	(7,063)
Windsong Park	-	24,800	25,037	(237)
Ball Fields	25,000	15,000	9,248	5,752
Public safety				
Police	2,104,900	2,281,500	2,276,728	4,772
Fire	2,061,200	2,061,200	2,087,882	(26,682)
Animal Control	454,400	454,400	453,026	1,374
OEM	29,500	19,700	17,163	2,537
Community development				
Community development	68,200	222,000	225,801	(3,801)
Building and safety	444,800	424,400	441,480	(17,080)
Planning	194,100	268,200	243,001	25,199
Code enforcement	88,200	185,100	211,736	(26,636)
Development engineering	500	1,600	813	787
Deposit based projects	730,900	1,530,300	1,573,104	(42,804)
Planning commission	17,000	18,200	17,617	583
Public works	500	158,100	160,288	(2,188)
Debt service:				
Principal retirement	-	109,100	109,040	60
Total Charges to Appropriations	7,599,000	9,313,600	9,386,329	(72,729)
Budgetary Fund Balance, June 30	\$ 792,586	\$ 803,686	\$ 773,060	\$ (30,626)

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 DEVELOPMENT IMPACT FEES
 YEAR ENDED JUNE 30, 2015

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 2,468,278	\$ 2,468,278	\$ 2,468,278	\$ -
Resources (Inflows):				
Developer participation	1,169,000	119,600	170,021	50,421
Amounts Available for Appropriations	3,637,278	2,587,878	2,638,299	50,421
Charges to Appropriations (Outflow):				
Community development	139,000	250,000	75,983	174,017
Public works	-	-	13,713	(13,713)
Transfers out	7,100	107,600	27,389	80,211
Total Charges to Appropriations	146,100	357,600	117,085	240,515
Budgetary Fund Balance, June 30	\$ 3,491,178	\$ 2,230,278	\$ 2,521,214	\$ 290,936

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 GRANTS
 YEAR ENDED JUNE 30, 2015

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ (778,143)	\$ (778,143)	\$ (778,143)	\$ -
Resources (Inflows):				
Intergovernmental	-	6,181,300	773,319	(5,407,981)
Amounts Available for Appropriations	(778,143)	5,403,157	(4,824)	(5,407,981)
Charges to Appropriations (Outflow):				
General government	52,000	76,100	15,948	60,152
Public works	-	25,000	84,606	(59,606)
Capital outlay	-	5,170,900	966,722	4,204,178
Transfers out	7,000	7,000	-	7,000
Total Charges to Appropriations	59,000	5,279,000	1,067,276	4,211,724
Budgetary Fund Balance, June 30	\$ (837,143)	\$ 124,157	\$ (1,072,100)	\$ (1,196,257)

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 WILDOMAR CEMETERY DISTRICT
 YEAR ENDED JUNE 30, 2015

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 1,739,080	\$ 1,739,080	\$ 1,739,080	\$ -
Resources (Inflows):				
Taxes	215,000	368,200	399,836	31,636
Charges for services	-	9,000	9,000	-
Use of money and property	-	-	981	981
Miscellaneous	50,000	50,000	41,294	(8,706)
Amounts Available for Appropriations	2,004,080	2,166,280	2,190,191	23,911
Charges to Appropriations (Outflow):				
General government	265,400	357,200	362,068	(4,868)
Transfers out	-	38,000	47,558	(9,558)
Total Charges to Appropriations	265,400	395,200	409,626	(14,426)
Budgetary Fund Balance, June 30	\$ 1,738,680	\$ 1,771,080	\$ 1,780,565	\$ 9,485

CITY OF WILDOMAR

MISCELLANEOUS PLAN
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	<u>2015</u>
<u>Miscellaneous Plan</u>	
Proportion of the Net Pension Liability	0.00158%
Proportionate Share of the Net Pension Liability	\$ 98,405
Covered-Employee Payroll	\$ 890,684
Proportionate Share of the Net Pension Liability as Percentage of Covered-Employee Payroll	11.05%
Plan Fiduciary Net Position	\$ 418,173
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	81.15%

Notes to Schedule:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes which occurred after June 30, 2013 as they have minimal cost impact. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes).

Changes of Assumptions: None.

(1) Historical information is required only for measurement for which GASB 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only one year is shown.

CITY OF WILDOMAR

**MISCELLANEOUS PLAN
SCHEDULE OF PLAN CONTRIBUTIONS
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)**

	<u>2015</u>
<u>Miscellaneous Plan</u>	
Actuarially Determined Contribution	\$ 196,524
Contribution in Relation to the Actuarially Determined Contribution	(196,524)
Contribution Deficiency (Excess)	<u>\$ -</u>
Covered-Employee Payroll	\$ 890,684
Contributions as a Percentage of Covered-Employee Payroll	22.06%

(1) Historical information is required only for measurement for which GASB 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only one year is shown.

Note to Schedule:

A summary of principal assumptions and methods used to determine the contractually required contributions is shown below for the cost-sharing multiple-employer defined benefit pension plans:

Valuation Date:	June 30, 2012
Actuarial Cost Method	Entry Age Normal Cost Method
Amortization Method	Level Percent of Payroll
Asset Valuation Method	Market Value
Actuarial Assumptions	
Inflation	2.75%
Salary Increases	3.30% to 14.20% depends on age, service, and type of employment
Payroll Growth	3.00%
Discount Rate	7.50% (net of administrative expenses)
Individual Salary Growth	A merit scale varying by duration of employment coupled with an assumed annual inflation growth of 2.75% and an annual production growth of 0.25%

CITY OF WILDOMAR

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2015

Budgetary Data

General Budget Policies

Budgets for governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

The City Council approves each year's budget prior to the beginning of the new fiscal year. Public hearings are conducted prior to its adoption by the Council. Supplemental appropriations, where required during the period, are also approved by the Council. In most cases, expenditures may not exceed appropriations at the function level. At fiscal year-end, all operating budget appropriations lapse.

Excess of Expenditures over Appropriations

Expenditures exceeded appropriations in the categories in the following funds:

<u>Department</u>	<u>Expenditures</u>	<u>Appropriations</u>	<u>Excess</u>
General Fund:			
General Government			
City Council	\$ 143,059	\$ 136,900	\$ (6,159)
City Attorney	180,671	163,000	(17,671)
Community Services	31,730	30,200	(1,530)
Marna O'Brien Park	31,763	24,700	(7,063)
Windsong Park	25,037	24,800	(237)
Public Safety			
Fire	2,087,882	2,061,200	(26,682)
Community Development			
Community Development	225,801	222,000	(3,801)
Building and Safety	441,480	424,400	(17,080)
Code Enforcement	211,736	185,100	(26,636)
Deposit Based Projects	1,573,104	1,530,300	(42,804)
Public Works			
Public Works	160,288	158,100	(2,188)
Development Impact Fees:			
Public Works	13,713	-	(13,713)
Grants Fund:			
Public Works	84,606	25,000	(59,606)
Wildomar Cemetery District:			
General Government	362,068	357,200	(4,868)

CITY OF WILDOMAR

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2015

	Special Revenue Funds			
	Gas Tax	Air Quality Management District	Measure A	SLESF
Assets:				
Pooled cash and investments	\$ -	\$ 115,658	\$ 565,400	\$ -
Receivables:				
Accounts, grants and taxes	-	10,977	138,245	-
Total Assets	\$ -	\$ 126,635	\$ 703,645	\$ -
Liabilities, Deferred Inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	\$ 143,946	\$ -	\$ 116,132	\$ -
Due to other funds	144,683	-	-	15,057
Total Liabilities	288,629	-	116,132	15,057
Deferred Inflows of Resources:				
Unavailable revenues	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
Fund Balances:				
Restricted for:				
Community development projects	-	-	-	-
Public safety	-	-	-	-
Public works	-	126,635	587,513	-
Capital Projects	-	-	-	-
Unassigned	(288,629)	-	-	(15,057)
Total Fund Balances	(288,629)	126,635	587,513	(15,057)
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ -	\$ 126,635	\$ 703,645	\$ -

COMBINING BALANCE SHEET
 NONMAJOR GOVERNMENTAL FUNDS
 JUNE 30, 2015

(CONTINUED)

	Special Revenue Funds			
	TDA	Community Development Block Grant	Measure Z Park	Police DIF
Assets:				
Pooled cash and investments	\$ -	\$ -	\$ 59,727	\$ 3,390
Receivables:				
Accounts, grants and taxes	67,710	2,480	10,521	1,808
Total Assets	\$ 67,710	\$ 2,480	\$ 70,248	\$ 5,198
Liabilities, Deferred Inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	\$ -	\$ 471	\$ 12,377	\$ -
Due to other funds	80,946	139,006	-	-
Total Liabilities	80,946	139,477	12,377	-
Deferred Inflows of Resources:				
Unavailable revenues	13,742	-	-	-
Total Deferred Inflows of Resources	13,742	-	-	-
Fund Balances:				
Restricted for:				
Community development projects	-	-	57,871	-
Public safety	-	-	-	5,198
Public works	-	-	-	-
Capital Projects	-	-	-	-
Unassigned	(26,978)	(136,997)	-	-
Total Fund Balances	(26,978)	(136,997)	57,871	5,198
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 67,710	\$ 2,480	\$ 70,248	\$ 5,198

CITY OF WILDOMAR

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2015

	Special Revenue Funds		Capital Projects Funds	Total Non-major Governmental Funds
	Animal Shelter DIF	Corp Yard DIF	County Service Area	
Assets:				
Pooled cash and investments	\$ -	\$ -	\$ 615,299	\$ 1,359,474
Receivables:				
Accounts, grants and taxes	1,992	632	8,688	243,053
Total Assets	\$ 1,992	\$ 632	\$ 623,987	\$ 1,602,527
Liabilities, Deferred Inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ 31,348	\$ 304,274
Due to other funds	78,585	553	456,444	915,274
Total Liabilities	78,585	553	487,792	1,219,548
Deferred Inflows of Resources:				
Unavailable revenues	-	-	-	13,742
Total Deferred Inflows of Resources	-	-	-	13,742
Fund Balances:				
Restricted for:				
Community development projects	-	79	-	57,950
Public safety	-	-	-	5,198
Public works	-	-	-	714,148
Capital Projects	-	-	136,195	136,195
Unassigned	(76,593)	-	-	(544,254)
Total Fund Balances	(76,593)	79	136,195	369,237
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 1,992	\$ 632	\$ 623,987	\$ 1,602,527

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CITY OF WILDOMAR

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2015

	Special Revenue Funds			
	Gas Tax	Air Quality Management District	Measure A	SLESF
Revenues:				
Intergovernmental	\$ 964,557	\$ 41,834	\$ 541,890	\$ 89,563
Use of money and property	-	467	-	-
Developer participation	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	964,557	42,301	541,890	89,563
Expenditures:				
Current:				
General government	-	-	-	-
Community development	-	-	-	-
Parks and recreation	-	-	-	-
Public works	1,117,416	-	1,016,977	-
Capital outlay	33,462	-	-	-
Total Expenditures	1,150,878	-	1,016,977	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(186,321)	42,301	(475,087)	89,563
Other Financing Sources (Uses):				
Transfers out	(154,829)	(74)	(50,863)	(100,000)
Total Other Financing Sources (Uses)	(154,829)	(74)	(50,863)	(100,000)
Net Change in Fund Balances	(341,150)	42,227	(525,950)	(10,437)
Fund Balances, Beginning of Year	154,561	84,408	1,113,463	(4,620)
Restatements	(102,040)	-	-	-
Fund Balances, Beginning of Year, as restated	52,521	84,408	1,113,463	(4,620)
Fund Balances, End of Year	\$ (288,629)	\$ 126,635	\$ 587,513	\$ (15,057)

CITY OF WILDOMAR

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2015

(CONTINUED)

	Special Revenue Funds			
	TDA	Community Development Block Grant	Measure Z Park	Police DIF
Revenues:				
Intergovernmental	\$ 332,187	\$ 2,480	\$ 325,190	\$ -
Use of money and property	-	-	-	-
Developer participation	-	-	-	4,972
Miscellaneous	-	-	11,325	-
Total Revenues	332,187	2,480	336,515	4,972
Expenditures:				
Current:				
General government	-	-	2,544	-
Community development	-	2,480	308,676	-
Parks and recreation	27,866	-	-	-
Public works	46,202	-	-	-
Capital outlay	8,325	-	-	-
Total Expenditures	82,393	2,480	311,220	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	249,794	-	25,295	4,972
Other Financing Sources (Uses):				
Transfers out	(13,237)	-	-	-
Total Other Financing Sources (Uses)	(13,237)	-	-	-
Net Change in Fund Balances	236,557	-	25,295	4,972
Fund Balances, Beginning of Year	(263,535)	(136,997)	32,576	226
Restatements	-	-	-	-
Fund Balances, Beginning of Year, as restated	(263,535)	(136,997)	32,576	226
Fund Balances, End of Year	\$ (26,978)	\$ (136,997)	\$ 57,871	\$ 5,198

CITY OF WILDOMAR

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2015

	Special Revenue Funds		Capital Projects Funds	Total Non-major Governmental Funds
	Animal Shelter DIF	Corp Yard DIF	County Service Area	
Revenues:				
Intergovernmental	\$ -	\$ -	\$ 546,402	\$ 2,844,103
Use of money and property	-	-	-	467
Developer participation	6,560	-	-	11,532
Miscellaneous	-	-	-	11,325
Total Revenues	6,560	-	546,402	2,867,427
Expenditures:				
Current:				
General government	-	-	461,367	463,911
Community development	-	-	-	311,156
Parks and recreation	-	-	-	27,866
Public works	-	-	21,462	2,202,057
Capital outlay	-	-	-	41,787
Total Expenditures	-	-	482,829	3,046,777
Excess (Deficiency) of Revenues Over (Under) Expenditures	6,560	-	63,573	(179,350)
Other Financing Sources (Uses):				
Transfers out	(83,402)	-	(66,764)	(469,169)
Total Other Financing Sources (Uses)	(83,402)	-	(66,764)	(469,169)
Net Change in Fund Balances	(76,842)	-	(3,191)	(648,519)
Fund Balances, Beginning of Year	249	79	139,386	1,119,796
Restatements	-	-	-	(102,040)
Fund Balances, Beginning of Year, as restated	249	79	139,386	1,017,756
Fund Balances, End of Year	\$ (76,593)	\$ 79	\$ 136,195	\$ 369,237

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 GAS TAX
 YEAR ENDED JUNE 30, 2015

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1, as restated	\$ 52,521	\$ 52,521	\$ 52,521	\$ -
Resources (Inflows):				
Intergovernmental	1,139,000	1,139,000	964,557	(174,443)
Amounts Available for Appropriations	1,191,521	1,191,521	1,017,078	(174,443)
Charges to Appropriations (Outflow):				
Public works	1,265,100	1,115,100	1,117,416	(2,316)
Capital outlay	-	-	33,462	(33,462)
Transfers out	171,500	171,500	154,829	16,671
Total Charges to Appropriations	1,436,600	1,286,600	1,305,707	(19,107)
Budgetary Fund Balance, June 30	\$ (245,079)	\$ (95,079)	\$ (288,629)	\$ (193,550)

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 AIR QUALITY MANAGEMENT DISTRICT
 YEAR ENDED JUNE 30, 2015

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 84,408	\$ 84,408	\$ 84,408	\$ -
Resources (Inflows):				
Intergovernmental	41,000	41,000	41,834	834
Use of money and property	-	-	467	467
Amounts Available for Appropriations	125,408	125,408	126,709	1,301
Charges to Appropriations (Outflow):				
Public works	35,000	35,000	-	35,000
Transfers out	4,900	4,900	74	4,826
Total Charges to Appropriations	39,900	39,900	74	39,826
Budgetary Fund Balance, June 30	\$ 85,508	\$ 85,508	\$ 126,635	\$ 41,127

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 MEASURE A
 YEAR ENDED JUNE 30, 2015

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 1,113,463	\$ 1,113,463	\$ 1,113,463	\$ -
Resources (Inflows):				
Intergovernmental	502,000	502,000	541,890	39,890
Amounts Available for Appropriations	1,615,463	1,615,463	1,655,353	39,890
Charges to Appropriations (Outflow):				
Public works	560,200	1,763,670	1,016,977	746,693
Transfers out	75,900	38,500	50,863	(12,363)
Total Charges to Appropriations	636,100	1,802,170	1,067,840	734,330
Budgetary Fund Balance, June 30	\$ 979,363	\$ (186,707)	\$ 587,513	\$ 774,220

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 SLESF
 YEAR ENDED JUNE 30, 2015

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ (4,620)	\$ (4,620)	\$ (4,620)	\$ -
Resources (Inflows):				
Intergovernmental	100,000	100,000	89,563	(10,437)
Amounts Available for Appropriations	95,380	95,380	84,943	(10,437)
Charges to Appropriations (Outflow):				
Transfers out	100,000	100,000	100,000	-
Total Charges to Appropriations	100,000	100,000	100,000	-
Budgetary Fund Balance, June 30	\$ (4,620)	\$ (4,620)	\$ (15,057)	\$ (10,437)

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE

TDA

YEAR ENDED JUNE 30, 2015

	<u>Budget Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
Budgetary Fund Balance, July 1	\$ (263,535)	\$ (263,535)	\$ (263,535)	\$ -
Resources (Inflows):				
Intergovernmental	781,380	781,300	332,187	(449,113)
Amounts Available for Appropriations	517,845	517,765	68,652	(449,113)
Charges to Appropriations (Outflow):				
Parks and recreation	140,000	140,000	27,866	112,134
Public works	-	-	46,202	(46,202)
Capital outlay	170,000	170,000	8,325	161,675
Transfers out	-	-	13,237	(13,237)
Total Charges to Appropriations	310,000	310,000	95,630	214,370
Budgetary Fund Balance, June 30	\$ 207,845	\$ 207,765	\$ (26,978)	\$ (234,743)

CITY OF WILDOMAR

**BUDGETARY COMPARISON SCHEDULE
COMMUNITY DEVELOPMENT BLOCK GRANT
YEAR ENDED JUNE 30, 2015**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ (136,997)	\$ (136,997)	\$ (136,997)	\$ -
Resources (Inflows):				
Intergovernmental	130,000	130,000	2,480	(127,520)
Amounts Available for Appropriations	(6,997)	(6,997)	(134,517)	(127,520)
Charges to Appropriations (Outflow):				
Community development	130,000	130,000	2,480	127,520
Transfers out	17,600	17,600	-	17,600
Total Charges to Appropriations	147,600	147,600	2,480	145,120
Budgetary Fund Balance, June 30	\$ (154,597)	\$ (154,597)	\$ (136,997)	\$ 17,600

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 MEASURE Z PARK
 YEAR ENDED JUNE 30, 2015

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 32,576	\$ 32,576	\$ 32,576	\$ -
Resources (Inflows):				
Intergovernmental	320,200	320,200	325,190	4,990
Miscellaneous	9,400	9,500	11,325	1,825
Amounts Available for Appropriations	362,176	362,276	369,091	6,815
Charges to Appropriations (Outflow):				
General government	36,300	11,500	2,544	8,956
Community development	274,200	302,800	308,676	(5,876)
Total Charges to Appropriations	310,500	314,300	311,220	3,080
Budgetary Fund Balance, June 30	\$ 51,676	\$ 47,976	\$ 57,871	\$ 9,895

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 POLICE DIF
 YEAR ENDED JUNE 30, 2015

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 226	\$ 226	\$ 226	\$ -
Resources (Inflows):				
Developer participation	40,000	3,000	4,972	1,972
Amounts Available for Appropriations	40,226	3,226	5,198	1,972
Budgetary Fund Balance, June 30	\$ 40,226	\$ 3,226	\$ 5,198	\$ 1,972

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 ANIMAL SHELTER DIF
 YEAR ENDED JUNE 30, 2015

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 249	\$ 249	\$ 249	\$ -
Resources (Inflows):				
Developer participation	20,000	4,400	6,560	2,160
Amounts Available for Appropriations	20,249	4,649	6,809	2,160
Charges to Appropriations (Outflow):				
Transfers out	-	-	83,402	(83,402)
Total Charges to Appropriations	-	-	83,402	(83,402)
Budgetary Fund Balance, June 30	\$ 20,249	\$ 4,649	\$ (76,593)	\$ (81,242)

CITY OF WILDOMAR

BUDGETARY COMPARISON SCHEDULE
 COUNTY SERVICE AREA
 YEAR ENDED JUNE 30, 2015

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 139,386	\$ 139,386	\$ 139,386	\$ -
Resources (Inflows):				
Intergovernmental	514,200	514,200	546,402	32,202
Amounts Available for Appropriations	653,586	653,586	685,788	32,202
Charges to Appropriations (Outflow):				
General government	513,500	513,500	461,367	52,133
Public works	-	-	21,462	(21,462)
Transfers out	69,400	41,300	66,764	(25,464)
Total Charges to Appropriations	582,900	554,800	549,593	5,207
Budgetary Fund Balance, June 30	\$ 70,686	\$ 98,786	\$ 136,195	\$ 37,409

**CITY OF
WILDOMAR**

**STATISTICAL
SECTION**

The Data

Statistical Section

This section of the City of Wildomar's Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents

Financial Trends - These schedules contain trend information to help the reader understand how the City's financial performance and well being have changed over time. As a newly incorporated City, information relative to the exact city boundaries prior to incorporation is not readily available in most cases. Therefore trend information will be developed over time and reported annually.

- Net Position by Component
- Changes in Net Position
- Fund Balances of Governmental Funds
- Changes in Fund Balances of Governmental Funds

Revenue Capacity - These schedules contain information to help the reader assess the factors affecting the City's ability to generate its property taxes.

- Assessed Value and Estimated Actual Value of Taxable Property
- Direct and Overlapping Property Tax Rates
- Principal Property Tax Payers
- Property Tax Levies and Collections

Debt Capacity - These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

- Ratio of Outstanding Debt by type
- Direct and Overlapping Governmental Activities
- Legal Debt Margin

Demographic and Economic Information - These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and to help comparisons over time and with other governments

- Demographic and Economic Statistics
- Principal Employers
- Full-time Equivalent City Government Employees by Function/Program

Operating Information - These schedules contain information about the City's operations and resources to help the reader understand how the City's financial information related to the services

- Operating Indicators by Function/ Program
- Capital Asset Statistics by Function/Program
- Miscellaneous Statistics

Sources: Unless otherwise noted, the information in these schedules is derived from various internal and other governmental and non-governmental sources where reliability of the data could be ascertained.

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CITY OF WILDOMAR
Net Position by Component
(Accrual Basis of Accounting)

	Fiscal Year						
	2015	2014	2013	2012	2011	2010	2009
Governmental Activities							
Net Investment in Capital Assets	\$ 23,067,562	\$ 24,394,130	\$ 23,349,508	\$ 11,725,170	\$ 12,329,670	\$ 13,341,779	\$ 14,841,391
Restricted for:							
Community Development Projects	2,579,164	2,640,489	2,108,884	715,474	780,098	617,689	76,322
Public Safety	5,198	226	1,689,442	1,997,091	1,943,203	1,763,914	1,284,148
Public Works	714,148	1,352,511	483,243	-	-	-	-
Capital Projects	136,195	-	-	-	-	-	-
Cemetery	1,690,565	1,649,080	1,590,386	1,331,920	-	-	-
Nonexpendable	90,000	90,000	-	-	-	-	-
Unrestricted	(1,016,700)	(921,235)	(1,420,547)	(628,995)	(537,891)	(818,416)	(494,416)
Total Governmental Activities Net Position	\$ 27,266,132	\$ 29,205,201	\$ 27,800,916	\$ 15,140,660	\$ 14,515,080	\$ 14,904,966	\$ 15,707,445
Primary Government							
Net Investment in Capital Assets	\$ 23,067,562	\$ 24,394,130	\$ 23,349,508	\$ 11,725,170	\$ 12,329,670	\$ 13,341,779	\$ 14,841,391
Restricted for:							
Community Development Projects	2,579,164	2,640,489	2,108,884	715,474	780,098	617,689	76,322
Public Safety	5,198	226	1,689,442	1,997,091	1,943,203	1,763,914	1,284,148
Public Works	714,148	-	-	-	-	-	-
Capital Projects	136,195	1,352,511	483,243	-	-	-	-
Cemetery	1,688,398	1,649,080	1,590,386	1,331,920	-	-	-
Nonexpendable	90,000	90,000	-	-	-	-	-
Unrestricted	(1,014,533)	(921,235)	(1,420,547)	(628,995)	(537,891)	(818,416)	(494,416)
Total Primary Government Activities Net Position	\$ 27,266,132	\$ 29,205,201	\$ 27,800,916	\$ 15,140,660	\$ 14,515,080	\$ 14,904,966	\$ 15,707,445

Source: City Finance Department

CITY OF WILDOMAR
Changes in Net Position
(Accrual Basis of Accounting)

	Fiscal Year						
	2015	2014	2013	2012	2011	2010	2009
EXPENSES							
Governmental Activities:							
General Government	\$ 2,320,203	\$ 2,110,310	\$ 2,496,792	\$ 1,923,733	\$ 2,231,313	\$ 1,798,566	\$ 2,156,911
Public Safety	4,834,799	4,087,138	4,394,931	3,996,420	5,413,023	5,378,962	5,547,480
Community Development	3,058,008	2,881,440	1,818,348	1,253,984	1,069,198	1,786,894	1,501,865
Parks and Recreation	425,006	405,589	219,707	303,190	297,168	341,458	463,746
Public Works	4,435,300	2,570,554	2,457,319	2,551,241	2,371,664	2,741,040	29,440,843
Interest on long-term debt	-	522,724	-	76,907	73,949	71,105	-
Total Governmental Activities Expenses	\$ 15,073,316	\$ 12,577,755	\$ 11,387,097	\$ 10,105,475	\$ 11,456,315	\$ 12,118,025	\$ 39,110,845
PROGRAM REVENUES							
Governmental Activities:							
Charges for Services:							
General Government	\$ 233,193	\$ 706,214	\$ 1,440,592	\$ 152,978	\$ 359,266	\$ 71,195	\$ 1,633
Public Safety	10,266	1,480	36	-	590	-	26,893
Community Development	2,491,406	285,075	243,188	117,509	205,518	786,747	307,833
Parks and Recreation	9,005	40	1,056	4,034	19,040	7,387	-
Public Works	332,187	8,866	20,061	80,018	186,760	-	-
Total Charges for Services	\$ 3,076,057	\$ 1,001,675	\$ 1,704,933	\$ 354,539	\$ 771,174	\$ 865,329	\$ 336,359
Operating Contributions and Grants:							
General Government	\$ 575,922	\$ 518,426	\$ 617,155	\$ 1,563,689	\$ 376,574	\$ 269,235	\$ 237,579
Public Safety	97,546	100,000	100,000	100,000	100,228	100,773	-
Community Development	343,060	1,921,554	1,257,696	574,834	721,696	871,513	884,216
Parks and Recreation	-	10,136	37,834	24,471	-	-	-
Public Works	1,351,679	2,229,719	2,383,168	2,067,952	1,719,851	2,231,390	1,572,871
Total Operating Contributions and Grants	\$ 2,368,207	\$ 4,779,835	\$ 4,395,853	\$ 4,330,946	\$ 2,918,349	\$ 3,472,911	\$ 2,694,666
Capital Contributions and Grants:							
Community Development	-	\$ 1,900,000	-	-	-	-	-
Public Works	\$ 1,049,064	-	-	-	-	-	\$ 43,653,393
Interest on long-term debt	-	-	-	-	226,422	-	-
Total Capital Contributions and Grants	\$ 1,049,064	\$ 1,900,000	\$ -	\$ -	\$ 226,422	\$ -	\$ 43,653,393
Total Governmental Activities Program Revenue	\$ 6,493,328	\$ 7,681,510	\$ 6,100,786	\$ 4,685,485	\$ 3,915,945	\$ 4,338,240	\$ 46,684,418
TOTAL NET REVENUES (EXPENSES)	\$ (8,579,988)	\$ (4,896,245)	\$ (5,286,311)	\$ (5,419,990)	\$ (7,540,370)	\$ (7,779,785)	\$ 7,573,573

The City was incorporated in fiscal year 2008-2009. No Information prior to fiscal Year 2008-2009 is available.

Source: City Finance Department

CITY OF WILDOMAR
Changes in Net Position (Continued)
(Accrual Basis of Accounting)

	Fiscal Year						
	2015	2014	2013	2012	2011	2010	2009
GENERAL REVENUES AND OTHER CHARGES IN NET POSITION							
Governmental Activities:							
Taxes:							
Property Taxes, levied for general purpose	\$ 4,042,882	\$ 3,465,511	\$ 3,243,285	\$ 3,307,425	\$ 3,092,037	\$ 2,743,768	\$ 3,589,773
Sales Taxes	1,492,041	1,561,683	1,383,864	1,362,647	1,226,227	1,096,907	1,295,785
Franchise Taxes	1,061,333	972,108	850,808	749,046	725,775	591,706	520,290
Business Licenses Taxes	-	14,041	14,280	12,705	11,506	12,525	6,390
Other Taxes	-	106,039	109,524	83,021	76,110	99,456	130,518
Motor Vehicle in Lieu	-	-	14,074	18,450	1,978,210	2,226,922	2,555,318
Use of Money and Property	5,015	3,605	3,183	12,011	7,737	9,682	20,403
Other	114,382	54,338	48,344	30,943	32,882	84,030	15,395
Contributions from Other Entities	-	-	-	576,456	-	-	-
Total Governmental Activities	\$ 6,715,653	\$ 6,177,325	\$ 5,667,362	\$ 6,152,704	\$ 7,150,484	\$ 6,864,996	\$ 8,133,872
CHANGES IN NET POSITION	\$ (1,864,335)	\$ 1,281,080	\$ 381,051	\$ 732,714	\$ (389,886)	\$ (914,789)	\$ 15,707,445

Source: City Finance Department

CITY OF WILDOMAR
Fund Balances of Governmental Funds
(Modified Accrual Basis of Accounting)

	Fiscal Year						
	2015	2014	2013	2012	2011	2010	2009
GENERAL FUND							
Reserved	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved	-	-	-	-	-	1,044,414	1,276,268
Nonspendable:							
Inventory	-	-	-	-	-	-	-
Prepaid Costs	-	-	1,686	2,133	-	-	-
Deposits	-	-	370,039	211,752	275,866	-	-
Cemetery Endowment	-	-	-	-	-	-	-
Debt Service	-	-	483,243	-	-	-	-
Unassigned:	773,060	770,686	(46,320)	1,262,279	1,138,893	-	-
Total General Fund	773,060	770,686	\$ 808,648	\$ 1,476,164	\$ 1,474,399	\$ 1,044,414	\$ 1,276,268
ALL OTHER GOVERNMENTAL FUNDS							
Reserved:							
Encumbrances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service	-	-	-	-	-	-	-
Self Insurance	-	-	-	-	-	-	-
Unreserved:							
Unreserved, Reported in Nonmajor							
Special Revenue Funds	-	-	-	-	-	741,577	375,878
Capital Projects Funds	-	-	-	-	-	342,663	(7,128)
Undesignated	-	-	-	-	-	1,272,834	984,592
Nonspendable:							
Inventory	2,167	3,509	2,640	4,838	-	-	-
Prepaid Costs	-	62	230	220	-	-	-
Deposits	-	-	-	-	-	-	-
Cemetery Endowment	90,000	90,000	90,000	90,000	-	-	-
Restricted for:							
Community development projects	2,579,164	2,640,489	2,108,884	715,474	780,098	-	-
Public safety	5,198	226	-	-	-	-	-
Public works	714,148	1,352,511	1,689,442	1,997,091	1,943,203	-	-
Capital projects	136,195	-	-	-	-	-	-
Cemetery	1,688,398	1,645,509	1,497,516	1,331,920	-	-	-
Unassigned:	(1,616,354)	(1,183,295)	(759,932)	(101,996)	(101,652)	-	-
Total All Other Governmental Funds	\$ 3,598,916	\$ 4,549,011	\$ 4,628,780	\$ 4,037,547	\$ 2,621,649	\$ 2,357,074	\$ 1,353,342

Source: City Finance Department

CITY OF WILDOMAR
Changes in Fund Balances of Governmental Funds
(Modified Accrual Basis of Accounting)

	Fiscal Year						
	2015	2014	2013	2012	2011	2010	2009
REVENUES							
Taxes	\$ 6,596,256	\$ 6,119,382	\$ 5,601,761	\$ 5,514,844	\$ 5,131,655	\$ 4,544,362	\$ 5,542,756
Licenses and Permits	2,460,535	9,880	16,636	25,100	29,171	71,195	28,526
Intergovernmental	3,660,760	3,148,003	2,262,217	2,598,557	4,361,487	4,559,085	4,128,189
Charges for Services	27,077	213,328	175,722	119,850	116,552	132,672	82,583
Use of Money and Property	5,015	3,605	3,183	12,011	7,737	9,682	20,403
Fines and Forfeitures	51,882	81,387	78,322	88,216	132,535	111,619	149,272
Contributions	-	-	1,271	-	-	244,706	237,579
Developer Participation	181,553	2,280,715	2,671,888	693,022	970,258	1,437,078	944,472
Miscellaneous	123,387	54,338	48,344	31,233	38,018	84,030	15,395
Total Revenues	\$ 13,106,465	\$ 11,910,638	\$ 10,859,344	\$ 9,082,833	\$ 10,787,413	\$ 11,194,429	\$ 11,149,175
EXPENDITURES							
Current:							
General Government	\$ 2,410,577	\$ 2,049,831	\$ 2,468,897	\$ 1,856,595	\$ 2,176,985	\$ 1,783,766	\$ 2,154,076
Public Safety	4,834,799	4,447,176	4,616,892	3,996,420	5,413,023	5,378,962	5,547,480
Community Development	3,100,691	2,881,440	1,818,348	1,253,984	1,069,198	1,786,894	1,501,865
Parks and Recreation	27,866	188,047	64	85,648	79,626	123,916	28,662
Public Works	2,460,664	1,383,266	1,158,413	1,551,441	1,354,021	1,461,323	1,053,337
Capital Outlay	1,008,509	555,885	736,830	-	-	-	11,765
Debt Service	-	-	-	-	-	-	-
Principal Retirement	109,040	-	-	-	-	-	-
Interest and Fiscal Charges	-	522,724	-	-	-	-	-
Total Expenditures	\$ 13,952,146	\$ 12,028,369	\$ 10,799,444	\$ 8,744,088	\$ 10,092,853	\$ 10,534,861	\$ 10,297,185
Excess (Deficiency) of Revenues							
Over (Under) Expenditures	(845,681)	(117,731)	59,900	338,745	694,560	659,568	851,990
OTHER FINANCING SOURCES (USES)							
Transfers In	\$ 544,116	\$ 522,000	\$ 649,336	\$ 391,053	\$ 641,766	\$ 249,573	\$ -
Transfers Out	(544,116)	(522,000)	(649,336)	(391,053)	(641,766)	(249,573)	-
Other Debts Issued	-	-	-	-	-	-	1,777,620
Contributions from Other Entities	-	-	-	1,186,052	-	-	-
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ 1,186,052	\$ -	\$ -	\$ 1,777,620
Net Change in Fund Balances/ Net Assets	(845,681)	(117,731)	59,900	1,524,797	694,560	659,568	2,629,610
Fund Balances, Beginning of Year	5,319,697	5,437,428	5,513,711	4,096,048	3,401,488	2,629,610	-
Restatements	(102,040)	-	(136,183)	(107,134)	-	112,310	-
Fund Balances, Beginning of Year, as restated	5,217,657	5,437,428	5,377,528	3,988,914	3,401,488	2,741,920	-
Fund Balances, End of Year	<u>\$ 4,371,976</u>	<u>\$ 5,319,697</u>	<u>\$ 5,437,428</u>	<u>\$ 5,513,711</u>	<u>\$ 4,096,048</u>	<u>\$ 3,401,488</u>	<u>\$ 2,629,610</u>
DEBT SERVICE AS A PERCENTAGE OF							
NON CAPITAL EXPENDITURES	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Source: City Finance Department

CITY OF WILDOMAR

Assessed Value and Estimated Actual Value of Taxable Property

<u>Fiscal Year</u>	<u>Residential Property</u>	<u>Commercial Property</u>	<u>Other Property</u>	<u>Less Tax-Exempt Property</u>	<u>Total Taxable Assessed Value</u>	<u>Total Direct Rate</u>
2015	\$ 2,128,221,360	\$ 186,564,353	\$ 301,703,479	\$ (6,592,208)	\$ 2,609,896,984	0.06742
2014	1,797,147,241	184,326,275	318,120,654	(6,240,538)	2,293,353,632	0.06860
2013	1,680,133,457	188,066,878	342,293,939	(5,922,179)	2,204,572,095	0.06624
2012	1,750,735,442	192,353,249	326,053,258	(5,370,950)	2,263,770,999	0.06572
2011	1,768,880,175	187,418,307	361,130,486	(5,106,890)	2,312,322,078	0.06522
2010	1,860,505,078	321,084,647	257,455,490	(4,968,321)	2,434,076,894	0.06575
2009	-	-	-	-	-	-

In 1978, California voters passed Proposition 13 which set the property tax rate at 1.00% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only re-assessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Source: The HdL Companies

CITY OF WILDOMAR
Direct and Overlapping Property Tax Rates
(Rate per \$100 of Taxable Value)

Agency	Fiscal Year						
	2015	2014	2013	2012	2011	2010	2009
Basic Levy*	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	-
Menifee School Debt Svc	0.03275	0.03421	0.03543	0.03486	0.03436	0.03254	-
Metropolitan Water Dist Original Area	0.00350	0.00350	0.00350	0.00370	0.00370	0.00430	-
Perris Union High School Debt Svc	0.06303	0.06970	0.03429	0.03429	0.03126	0.02686	-
Total Direct & Overlapping Tax Rates	1.09928	1.10741	1.07322	1.07285	1.06932	1.06370	-
City's Share of 1% Levy Per Prop 13	0.05800	0.05800	0.05800	0.05800	0.05800	0.05800	-
Total Direct Rate	0.06742	0.06860	0.06624	0.65720	0.06522	0.06575	-

* In 1978, California voters passed Proposition 13 which set the property tax rate at 1.00% fixed amount. This 1.00% is shared between all taxing agencies in which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.

Overlapping rates are those of local and county governments that apply to property owners within the City. Not all overlapping rates apply to all City property owners.

Source: The HdL Companies

CITY OF WILDOMAR
Principal Property Tax Payers

		Fiscal Year						Fiscal Year			
		2015						2014			
Taxpayer	Total Assessed Value	Rank	Percentage of Total City Taxable Assessed		Taxpayer	Total Assessed Value	Rank	Percentage of Total City Taxable Assessed			
			Value					Value			
WNRA Wildomar	\$ 51,600,000	1		1.97%	Universal Health Realty Income Trust	\$ 42,162,585	1		1.83%		
Universal Health Realty Income Trust	42,353,999	2		1.62%	WNRA Wildomar	35,470,000	2		1.54%		
LG Oak Creek	26,000,000	3		0.99%	Universal Health SVS of Rancho Springs	27,341,881	3		1.19%		
Universal Health SVS of Rancho Springs	25,712,647	4		0.98%	LG Oak Creek	15,817,000	4		0.69%		
Oak Springs Ranch	24,774,311	5		0.95%	MCW RC California Bear Creek Village	14,339,534	5		0.62%		
MCW RC California Bear Creek Village	14,404,627	6		0.55%	Inland Valley Medical Partners	14,204,896	6		0.62%		
Inland Valley Medical Partners	14,269,384	7		0.55%	Stonebridge Medical Center	12,981,790	7		0.56%		
Rainbow Mountain LLC	13,040,724	8		0.50%	Wildomar Industrial Park	11,049,387	8		0.48%		
Wildomar Industrial Park	10,921,000	9		0.42%	VSHS	9,335,660	9		0.41%		
VSHS	9,348,056	10		0.36%	Wildomar Renaissance Plaza LLC	8,739,970	10		0.38%		
Totals	\$ 232,424,748			8.89%	Totals	\$ 191,442,703			8.32%		
		2013						2012			
Taxpayer	Total Assessed Value	Rank	Percentage of Total City Taxable Assessed		Taxpayer	Total Assessed Value	Rank	Percentage of Total City Taxable Assessed			
			Value					Value			
Universal Health Realty Income Trust	\$ 41,335,870	1		1.87%	Universal Health Realty Income Trust	\$ 52,839,578	1		2.33%		
WNRA Wildomar	35,470,000.00	2		1.60%	WNRA Wildomar	35,470,000.00	2		1.56%		
LG Oak Creek	24,792,417.00	3		1.12%	LG Oak Creek	31,455,944.00	3		1.39%		
Wildomar Industrial Park	20,086,388.00	4		0.91%	Wildomar Industrial Park	19,692,540.00	4		0.87%		
Dusk LLC	15,817,000.00	5		0.72%	Dusk LLC	18,752,298.00	5		0.83%		
MCW RC California Bear Creek Village	14,058,373.00	6		0.64%	MCW RC California Bear Creek Village	13,782,723.00	6		0.61%		
Inland Valley Medical Partners	13,926,369.00	7		0.63%	Inland Valley Medical Partners	13,653,304.00	7		0.60%		
Stonebridge Medical Center	12,727,246.00	8		0.58%	Stonebridge Medical Center	12,477,693.00	8		0.55%		
Beazer Homes Holdings Corporation	11,432,870.00	9		0.52%	Beazer Homes Holdings Corporation	11,291,592.00	9		0.50%		
A and S Properties at Clinton Keith	9,426,434.00	10		0.43%	A and S Properties at Clinton Keith	10,610,159.00	10		0.47%		
Totals	\$ 199,072,967			9.02%	Totals	\$ 220,025,831			9.71%		

Source: The HdL Companies

CITY OF WILDOMAR**Property Tax Levies and Collections**

**Collected within the
Fiscal Year of the Levy**

Fiscal Year	Total Tax Levy for Fiscal Year	Amount	Percentage of Levy	Total Tax Collections
2015	\$ 3,415,000	\$ 3,197,487	93.6%	\$ 3,197,487
2014	3,577,034	3,409,862	95.3%	3,409,862
2013	3,181,168	3,243,285	102.0%	3,243,285
2012	3,117,883	3,307,425	106.1%	3,307,425
2011	2,846,306	3,092,037	108.6%	3,092,037
2010	3,015,396	2,743,768	91.0%	2,743,768
2009	-	3,589,773	0.0%	3,589,773

The City was not on the tax rolls until fiscal year 2009-2010, therefore there is no total tax levy. However, the City still received its portion of property tax collections from Riverside County.

Source: County of Riverside

CITY OF WILDOMAR

Ratios of Outstanding Debt by Type

Fiscal Year	General Obligation Bonds	Lease Revenue Bonds	Certificates of Participation	County Repayment ⁽¹⁾	Total Governmental Activities	% of Actual Assessed Value of Property ⁽²⁾	Per Capita
2015	\$ -	\$ -	\$ -	\$ 1,185,337	\$ 1,185,337	0.00%	\$ 35
2014	-	-	-	1,294,377	1,294,377	0.00%	39
2013	-	-	-	1,777,620	1,777,620	0.00%	54
2012	-	-	-	1,999,581	1,999,581	0.00%	61
2011	-	-	-	1,922,674	1,922,674	0.00%	60
2010	-	-	-	1,848,725	1,848,725	0.00%	59
2009	-	-	-	1,777,620	1,777,620	0.00%	-

⁽¹⁾ County Repayment is not a bonded debt

⁽²⁾ Assessed value used because actual value of taxable property not readily available in the state of California.

The City was incorporated in fiscal year 2008-2009. No Information prior to fiscal Year 2008-2009 is available.

Source: City Finance Department

CITY OF WILDOMAR
Direct and Overlapping Governmental Activities Debt
As of June 30, 2015

2014-2015 Assessed Valuation	\$ 2,615,319,309
Incremental Valuation	-
Adjusted Assessed Valuation	<u>\$ 2,615,319,309</u>

<u>Overlapping Tax and Assessment Debt</u>	<u>Total Debt</u>	<u>Percent Applicable to City (1)</u>	<u>City's Share of Debt</u>
Metropolitan Water District	\$ 110,420,000	0.113%	\$ 124,775
Mount San Jacinto Community College District General Funds Obligations	70,000,000	3.633%	2,543,100
Perris Union High School District	77,983,834	0.222%	173,124
Menifee Union School District	44,573,642	0.375%	167,151
Lake Elsinore Unified School District Community Facilities District No. 89-1 & 90-1	5,861,000	100.000%	5,861,000
Lake Elsinore Unified School District Community Facilities District No. 2002-1	3,887,000	44.393%	1,725,557
Lake Elsinore Unified School District Community Facilities District No. 2003-1 A	3,897,113	100.000%	3,897,113
Lake Elsinore Unified School District Community Facilities District No. 2004-2 & 3	18,008,100	70.464-100.0%	16,477,166
Lake Elsinore Unified School District Community Facilities District No. 2005-3 & 7	9,904,500	100.000%	9,904,500
Lake Elsinore Unified School District Community Facilities District No. 2006-3A & 4	8,660,000	100.000%	8,660,000
Perris Union High School District Community Facilities District No. 92-1	36,315,000	0.319%	115,845
Riverside County Flood Control, Zone 3-B Benefit Assessment District	1,325,000	6.754%	89,491
Riverside County Flood Control, Zone 4	21,000,000	0.426%	89,460
Elsinore Valley Municipal Water District Community Facilities Districts	8,020,000	100.000%	<u>8,020,000</u>
Total Overlapping Tax and Assessment Debt			\$ 57,848,281

Overlapping General Fund Debt

Riverside County General Funds Obligation	\$ 947,052,082	1.158%	\$ 10,966,863
Riverside County Pension Obligations	320,470,000	1.158%	3,711,043
Riverside County Board of Education Certificates of Participation	1,835,000	1.158%	21,249
Lake Elsinore Unified School District Certificates of Participation	34,935,210	26.092%	9,115,295
Perris Union High School District General Fund Obligation	8,769,511	0.222%	19,468
Menifee Union School District Certificates of Participation	4,277,775	0.375%	16,042
Total Gross Overlapping General Fund Debt			\$ 23,849,960
Less: Riverside County Supported Obligations			<u>87,603</u>
Total Net Overlapping General Fund Debt			\$ 23,762,357

Direct Debt

City Of Wildomar	\$0	100%	\$0
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>	\$ 225,176,688	2.160-18.107%	\$ 14,851,208
Total Direct Debt			\$0
Total Gross Overlapping Debt			\$ 96,549,448
Total Net Overlapping Debt			\$ 96,461,845
Gross Combined Total Debt			\$ 96,549,448 (2)
Net Combined Total Debt			\$ 96,461,845

(1) Percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping districts assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Ratios to 2014-15 Assessed Valuation:

Overlapping Tax and Assessment Debt.....	2.21%
Direct Debt (\$0).....	0.00%
Gross Combined Total Debt	3.69%
Net Combined Total Debt	3.69%

Ratios to Redevelopment Successor Agency Incremental Valuation (\$120,096,366):

Total Overlapping Tax Increment Debt	12.37%
AB: (\$475)	

Source: California Municipal Statistics

CITY OF WILDOMAR
Legal Debt Margin Information
(dollars in thousands)

	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>Fiscal Year 2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Assessed Valuation	\$ 2,609,896,984	\$ 2,293,353,635	\$ 2,204,512,095	\$ 2,263,770,999	\$ 2,312,322,078	\$ 2,434,076,894	\$ -
Debt Limit Percentage	15%	15%	15%	15%	15%	15%	15%
Debt Limit	\$ 391,484,548	\$ 344,003,045	\$ 330,676,814	\$ 339,565,650	\$ 346,848,312	\$ 365,111,534	\$ -
Total Net Debt Applicable to Limit General Obligation Bonds:	-	-	-	-	-	-	-
Legal Debt Margin	<u>\$ 391,484,548</u>	<u>\$ 344,003,045</u>	<u>\$ 330,676,814</u>	<u>\$ 339,565,650</u>	<u>\$ 346,848,312</u>	<u>\$ 365,111,534</u>	<u>\$ -</u>
Total Net Debt Applicable to the Limit as a Percentage of Debt Limit	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Section 43605 of The Government Code of the State of California limits the amount of indebtedness for public improvements to 15% of the assessed valuation of all real and personal property of the City.

The City of Wildomar has no general obligation bond indebtedness.

Source: City Finance Department, The HdL Companies

CITY OF WILDOMAR**Demographic and Economic Statistics**

Calendar Year	Population	Personal Income (thousands)	Per Capita Personal Income	Unemployment Rate	Median Age	% of Residents over 25 years of age with	
						High School Degree	Bachelor's Degree
2015	34,148	\$ 764,899	\$ 22,700	4%	34	84%	16%
2014	33,718	761,555	22,586	7%	34	83%	17%
2013	33,174	762,836	22,995	9%	32	85%	17%
2012	32,719	744,226	22,746	11%	33	83%	18%
2011	31,907	700,199	21,945	13%	32	84%	17%
2010	31,374	673,738	21,474	12%	38	80%	13%

Source: The HdL Companies, California Employment Development Department

CITY OF WILDOMAR
Principal Employers

Employer	Fiscal Year											
	2015			2014			2013			2012		
	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
Lake Elsinore Unified School District	1,995	1	N/A	1,995	1	N/A	2,000	1	N/A	N/A		
Inland Valley Medical Center	780	2	N/A	780	2	N/A	784	2	N/A	N/A		
FCP INC	200	3	N/A	200	3	N/A	200	3	N/A	N/A		
Stater Bros Markets	95	4	N/A	95	4	N/A	100	4	N/A	N/A		
Albertson's	90	6	N/A	90	6	N/A	85	6	N/A	N/A		
Jack in the Box	60	7	N/A	60	7	N/A	60	7	N/A	N/A		
Coldwell Banker	52	8	N/A	52	8	N/A	52	8	N/A	N/A		
P K Mechanical Systems	50	5	N/A	50	5	N/A	50	5	N/A	N/A		
McDonald's	52	9	N/A	52	9	N/A	50	9	N/A	N/A		
Cornerstone Community Church & School	45	10	N/A	45	10	N/A	45	10	N/A	N/A		
Southern California Edison	20	11	N/A	20	11	N/A	20	11	N/A	N/A		
Total of Top Employers	3,439		N/A	3,439		N/A	3,446		N/A	0		0.00%

Employer	2009		
	Employees	Rank	Employment
Lake Elsinore Unified School District	600	1	17.36%
Inland Valley Medical Center	430	2	12.44%
FCP INC	150	3	4.34%
Stater Bros Markets	100	4	2.89%
Albertson's	85	5	2.46%
Jack in the Box	80	6	2.31%
Coldwell Banker	60	7	1.74%
P K Mechanical Systems	56	8	1.62%
McDonald's	50	9	1.45%
Cornerstone Community Church & School	45	10	1.30%
Southern California Edison			
Total of Top Employers	1656		47.91%

(1) Principal Employers Report is unavailable for fiscal year 2011-2012 due to unreliable data.

Source: The HdL Companies

CITY OF WILDOMAR
Full-Time Equivalent City Government Employees by Function/Program
As of June 30, 2015

Function	2015	2014	2013	2012	2011	2010	2009
City Manager							
Full- Time Equiv	1	1	1	1	1	1	0
City Clerk							
Full- Time Equiv	1	1	1	1	1	1	1
Administrative Services							
Full- Time Equiv	1	1	2	2	1	1	0
Asst. City Manager							
Full- Time Equiv	1	1	0	0	0	0	0
Community Development							
Full- Time Equiv	1	1	1	0	0	0	0
Building/Safety							
Full- Time Equiv	1	1	1	0	0	0	0
Cemetery							
Full- Time Equiv	2	2	2	2	0	0	0
Accounting Manager	1						
Full- Time Equiv							
Asst. Planner	1						
Full- Time Equiv							
TOTAL	10	8	8	6	3	3	1

During FY 2013-14 the Budget included the addition of an Assistant City Manager as City employee and the deduction of Community Service Manager.
 During FY 2012-13 the Budget included the addition of a Planning Director and a Community Service Manager as City employees. There was one city employees in fiscal Year 2008-2009 one City Clerk
 All City employees with the exception of City Manager, City Clerk and Administrative Services were contract. The Cemtery became a subsidiary district of the City during 2012

Source: City Finance Department

CITY OF WILDOMAR
Operating Indicators by Function/ Program

Function	2015	2014	2013	2012	2011	2010	2009
Police Services							
Calls for Service	8,782	4,353	3,954	12,451	14,797	8,740	8,684
DUI Arrests	2	8	2	40	80	53	78
Traffic Citations	287	375	N/A	474	1052	233	1267
Public Works							
Street Resurfacing (Square Feet)	43,000	66,000	14,000	43,200	0	0	N/A
Right of Way Clearing (Square Feet)	112,000	139,000	64,500	64,500	30,119	21,600	N/A
Traffic Signs Installed	43	37	40	69	41	78	N/A
Drain Inlets Cleaned	288	278	280	278	278	300	N/A
Building & Safety							
Building Permits Issued	1,321	789	120	130	132	151	232
Building Inspections Completed	3,131	4,091	4,080	2,904	2,626	4,032	N/A
Community Development							
Planning Applications Completed	26	21	20	29	24	50	39
Community Services							
Community Events Attendance	3,400	1,320	800	1,700	N/A	N/A	N/A
Cemetery							
Burial Services	31	34	30	30	N/A	N/A	N/A

Source: City Finance Department, City Community Development Department, City Building Department, Riverside County Sheriff's Department, City Public Works Department, Cemetery

CITY OF WILDOMAR
Capital Asset Statistics by Function/Program

Function	2015	2014	2013	2012	2011	2010	2009
Public Works							
Streets (miles)							
Paved - Public	119	119	119	119	119	119	N/A
Paved - Private	9.1	9.1	9.1	9.1	9.1	9.1	
Unpaved - Public	3.4	3.4	3.4	6.4	6.4	6	N/A
Unpaved - Private	47.1	47.1	47.1	47.1	47.1	47.1	
Traffic Signals	23.3	23.3	23.3	23.3	23.3	19	N/A
Community Services							
Parks	3	3	3	3	3	3	3
Park Acreage	14.4	14.4	14.4	14.4	14.4	14.4	14.4
Cemetery	1	1	1	1	0	0	0

Source: City Public Works Department, Community Services Department

CITY OF WILDOMAR
Miscellaneous Statistics
As of June 30, 2015

Geographic Location	Wildomar is located along Interstate 15 in Riverside County.
Population	34,148
Area in Square Miles	24
Form of Government	Council-Manager
Date of Incorporation	July, 1 2008
Number of Full Time Employees	10
Public Safety:	
Police Department	Under contract with the Riverside County Sheriff's Department
Fire Department	Under contract with the Riverside County Fire Department (Cal-Fire)
Library	1 branch, Riverside County Library System
Recreation:	3 Parks owned by the City
Schools:	
Elementary	4
Middle Schools	1
High Schools	1

Source: City Finance Department and California Department of Finance

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.6
GENERAL BUSINESS
Meeting Date: February 10, 2016

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: Notice of Non-Renewal to Solid Waste Franchisees

STAFF REPORT

RECOMMENDATION:

The Franchise Subcommittee recommends that the City Council authorize the City Manager to issue notices of non-renewal to Waste Management and CR&R under Section 3(C) of their Franchise Agreements at least 30 days prior to June 10, 2016.

DISCUSSION:

On June 10, 2009, the City entered into separate Franchise Agreements with Waste Management and CR&R, Incorporated, to provide solid waste services within the City. Waste Management serves the area east of Interstate 15 and CR&R serves the area west of Interstate 15. These franchise agreements were continuations of the franchises issued to both haulers by the County prior to the City's incorporation.

Sections 3(C) of both Franchise Agreements provides that the term of each franchise to be ten (10) years from the Effective Date of the agreements (June 10, 2009). One year after the Effective Date of each agreement, and annually thereafter, the term of the agreements are extended for an additional year, unless no later than thirty (30) days prior thereto either the City or the franchisee gives written notice of non-renewal to the other party. Upon the issuance of a timely notice of non-renewal, additional years will no longer be added to the term and the franchisees will be allowed to continue to provide services for the remainder of the term of their franchise agreements. Thus, both Franchise Agreements will expire on June 10, 2025 if a notice of non-renewal is issued on or before May 11, 2016.

At the Franchise Subcommittee meeting on January 26, 2016, the Subcommittee members expressed an interest in having the Council consider whether to issue notices of non-renewal to both CR&R and Waste Management. The recommendation that notices of non-renewal be issued so that the City can move toward having one consistent level of service and rates that covers the entire City. Currently, there are varying service levels and rates throughout the City. .

FISCAL IMPACT:

The existing franchisees pay franchise fees to the City that are deposited in the General Fund. Terminating these franchise agreements will cease the collection of those franchise fees. However, any new agreement would include a franchise fee requirement. The franchise fee amount is negotiable. Thus, the full fiscal impact is unknown at this time.

Submitted & Approved By:
Gary Nordquist
City Manager

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: February 10, 2016

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: Accounting Support Services Contract

STAFF REPORT

RECOMMENDATIONS:

Staff recommends that the City Council approve a contract with S. Stanton to provide accounting and administrative support services on a full-time/temporary basis.

BACKGROUND/DISCUSSION:

The City contracts for services which are provided on an as needed basis if it is fiscally advantageous to the City. The City has been using this "Contract Model" with success since the July 1, 2008 incorporation. During the past several years, accounting, technology and administration support services have been provided by contract personnel. This contract continues to augment existing accounting contract services, as well as, fill in for staff that has been on disability since September 2015.

FISCAL IMPACT:

None as funds are budgeted for this service.

Submitted & Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Contract

Attachment A

AGREEMENT FOR SERVICES

By and Between

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

and

SHERRI STANTON

Independent Contractor

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
SHERRI STANTON- Independent Contractor**

This Agreement for Services (“Agreement”) is entered into as of this ___ day off February, 2016 by and between the City of Wildomar, a municipal corporation (“City”) and Sherri Stanton, an Independent Contractor (“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 and informal quotes the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a quote 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 0 months 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 Fifty Thousand dollars (\$50,000.00), 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: Sherri Stanton
7450 Northrop Dr. Apt. #236
Riverside, CA 92058

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

INDEPENDENT CONTRACTOR

Gary Nordquist
City Manager

Sherri Stanton

ATTEST:

Debbie A. Lee
City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

- A. Accounting Services
- B. Grant Accounting Services
- C. Developer Billing Accounting Services

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

- A. Monthly Treasurers Report.
- B. Warrant Register's.
- C. City Council and Cemetery District Meeting Staff Report as need.
- D. Measure Z pre-audit accounting report.
- E. Developer Billing invoices and reports.

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

- A. Trial Balance, Expenditure, and Revenue Status Reports
- B. Bank Reconciliation
- C. Treasury Reporting
- D. City CAFR

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

- A. Monthly: Treasurers report, warrant registers, Grant Update
- B. Quarterly: Measure Z financial update, Budget update.

C. Annually: Measure Z Report, CAFR

V. Service Provider will utilize the following personnel to accomplish the Services:

A. City staff and external auditors

EXHIBIT "B"
COMPENSATION

I. Service Provider shall use the following rates of pay in the performance of the Services:

A.	Accounting Services	\$45.00
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II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ 45.00 per hour without written authorization from the City Manager or his designee.

IV. The total compensation for the Services shall not exceed \$50,000.00, 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

RIV #4813-4347-4199 v1

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.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.8
CONSENT CALENDAR
Meeting Date: February 10, 2016

TO: Mayor and City Council Members

FROM: Daniel A. York, Assistant City Manager

PREPARED: Jason Farag, Assistant Engineer

SUBJECT: Tentative Tract Map 32206 Final Tract Map Approval, Subdivision Improvement Agreement, Lien Agreement, Stormwater Management/BMP Facilities Agreement

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt a Resolutions entitled:

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP
32206 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
SUBDIVISION IMPROVEMENT AGREEMENT AND LIEN AGREEMENT

2. Authorize the City Manger to execute the Stormwater Management/BMP Facilities Agreements for the tract's Water Quality Management Plan (WQMP).

DISCUSSION:

Final Map and Subdivision Improvement Agreement

Tentative Tract Map 32206 (Tract 32206) was conditionally approved by the Riverside County Board of Supervisors (County) on April 14, 2005, prior to the City of Wildomar's (City) incorporation. The City conditionally approved an extension of time for Tract 32206 on July 1, 2009. Tract 32206 is located on the southwest side of Palomar Street, between Palomar Street and the existing Wildomar Channel and between Lone Lane and Cert Street. An aerial image of Tract 32206's location is included in Attachment A.

Tract 32206 includes 60 residential lots and the dedication of right-of-way on 18.43 acres. Dedicated right-of-way includes three new streets, additional right-of-way along Palomar Street, and the eastern half-width of Lone Lane. Dedicated easements include abutters' rights of access on Palomar Street, drainage easements, and a ten foot (10')

wide community trail easement. The Final Map submitted for approval by the Developer has been examined and checked for compliance with the Wildomar Municipal Code and the California Subdivision Map Act. The City Engineer has determined that the location and configuration of the lots created by this Final Map substantially comply with the Tentative Map as filed, amended and approved.

The developer, Wildomar Land LLC, a California limited liability company (Developer), is currently processing grading and improvement plans and the plans are close to approval.

A Subdivision Improvement Agreement (Attachment B) has been completed for this project based on the City's standard Subdivision Improvement Agreement. The Subdivision Improvement Agreement (Agreement) identifies the Developer's obligations in completing their development's improvements and sets forth policies and procedures for the Developer and the City to ensure that the improvements are completed. In lieu of providing bonds/securities to the City as surety should the Developer fail to fulfill their obligations, the Developer has requested to enter into a Lien Agreement with the City. The Lien Agreement is included as Exhibit 'E' of the Subdivision Improvement Agreement. Some Final Map Conditions of Approval for this development have been satisfied. Those Final Map Conditions not satisfied have been identified in Exhibit 'D' of the Subdivision Improvement Agreement.

Stormwater Management/BMP Facilities Agreement

This development was also required to develop a Water Quality Management Plan (WQMP). The WQMP describes how water quality impacts from the proposed development will be addressed in the post-construction stage of the development and how the project will reduce potential pollutants from entering into the City's MS4/Storm Drain System. The WQMP includes the construction of structural/post-construction Best Management Practices (BMPs) as well as non-structural BMPs such as education to future homeowners and activity restrictions.

The development's WQMP, which is currently in review, proposes biofilter swales, installed on private property and within City right-of-way as structural BMPs to reduce the potential pollutants in stormwater runoff. The biofilter swales collect low-flow runoff from the development via under sidewalk drains and treat the runoff in a filter media prior to runoff discharging into the City's storm drain catch basins. The developer is required to enter into a Stormwater Management/BMP Facilities Agreement (BMP Agreement) (Attachment C) for the continued maintenance of these facilities. These facilities are proposed to be maintained by the City's Community Facilities District (CFD) Services 2013-1. Among other things, the maintenance agreement requires that the Developer/landowner maintains the BMPs in good working condition if the development de-annexes from the CFD in the future. If the Developer/landowner has not maintained the WQMP facilities which they are required to maintain, this agreement allows the City to take whatever steps necessary to correct the deficiencies at the landowner's expense.

FISCAL IMPACT:

There are no fiscal impacts to the City at this time. Prior to being permitted to begin construction, the City will require that the Developer provides bonds in place of the Lien Agreement. The City will be responsible for the maintenance of the public improvements once constructed and accepted. The developer will annex into the Community Facilities District (CFD) Services to offset the City's maintenance costs of the public improvements and the WQMP BMPs.

In compliance with the City's NPDES/MS4 Permit, the City will be required to perform inspections of the WQMP facilities for the tract during the lifetime of the development and also receive and/or process verifications from the either the CFD or landowner indicating that the WQMP facilities are being maintained. These inspections and processing activities are not paid for by the landowner or through the CFD and require that the City use its own funds from the 'General Fund – Stormwater' account. If the landowner(s) fails to maintain any WQMP facilities they are required to maintain and the City expends funds to maintain the WQMP facilities to ensure the City's MS4/Storm Drain System is protected, the BMP Agreement obligates the landowner to pay the City for all associated costs incurred.

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- Resolution and Exhibit A (Final Tract Map for Tract No. 32206)
- Attachment A – Aerial Image of Tract 32206's Location
- Attachment B – Subdivision Improvement Agreement and Lien Agreement
- Attachment C – Stormwater Management/BMP Facilities Agreement

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP NO. 32206 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT AND LIEN AGREEMENT

WHEREAS, the Board of Supervisors of the County of Riverside (County) approved Tentative Tract Map 32206 subject to conditions, on April 14, 2005; and

WHEREAS, the City has approved two (2) time extensions for Tentative Map No. 32206 on May 20, 2009 and July 1, 2009, respectively; and

WHEREAS, consistent with the approved Tentative Map, Wildomar Land LLC, a California limited liability company, submitted to the City for approval the Final Map; and

WHEREAS, staff has reviewed the proposed Final Map and finds it to be technically correct and that all applicable final map conditions of approval have been satisfied; and

WHEREAS, a Subdivision Improvement Agreement and Lien Agreement have been approved by the City Attorney for this final map; and

WHEREAS, a Mitigated Negative Declaration (EA No. 39557) was adopted for Tentative Tract Map No. 32206 by the County of Riverside on April 14, 2005; and

WHEREAS, the City has determined that this Final Map is statutorily exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial Projects, approval of final subdivision maps.

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

1. The location and configuration of the lots to be created by the Final Map substantially comply with the previously approved Tentative Map; and

2. The Final Map is statutorily exempt from the California Environmental Quality Act (CEQA), Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial projects, approval of final subdivision maps; and

3. The City Council of the City of Wildomar, pursuant to Government Code Section 66458, hereby approves the Final Map a copy of which is hereby attached as Exhibit A and made part of this Resolution and directs the City Manager to execute the Subdivision Improvement Agreement incorporated herein by this reference and directs

the City Clerk to transmit the Final Map, Notice of Exemption, and the Agreements to the County Recorder of the County of Riverside for filing.

PASSED, APPROVED, AND ADOPTED this 10th day of February, 2016.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT 'A'

(See attached Tract Map for Tract Map No. 32206)

TRACT NO. 32206

BEING A SUBDIVISION OF A PORTION OF LOTS 21 AND 23 OF BLOCK "L", OF ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN THE RANCHO LA LAGUNA.

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.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "F", INCLUSIVE. THE DEDICATIONS ARE FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTERS' RIGHTS OF ACCESS ALONG PALOMAR STREET AND IONE LANE. THE OWNERS OF LOTS LOTS 1 THROUGH 8, INCLUSIVE, AND LOTS 53 THROUGH 58, INCLUSIVE, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL ALSO EXCEPTING 6, 15' ACCESS OPENINGS, ONE EACH FOR LOTS 53 THROUGH 58, INCLUSIVE, AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE DRAINAGE AND PUBLIC UTILITY EASEMENTS LYING WITHIN LOTS 56 THROUGH 60, INCLUSIVE, THE DRAINAGE EASEMENT WITHIN LOTS 41 AND 42, AND THE DRAINAGE AND PUBLIC UTILITY EASEMENT WITHIN LOTS 19 AND 20, AS SHOWN HEREON. THE DEDICATIONS ARE FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE 10' WIDE COMMUNITY TRAIL EASEMENT LYING WITHIN LOTS 58, 59 AND 60 AND THE 2.50' WIDE COMMUNITY TRAIL EASEMENT WITHIN LOT 1 AND LOTS 53 THROUGH 58, INCLUSIVE, AS SHOWN HEREON. THE DEDICATIONS ARE FOR TRAIL PURPOSES IN FAVOR OF THE CITY OF WILDOMAR.

WILDOMAR LAND LLC
A California Limited Liability Company
By: Redlands Service Corporation of Nevada
Its: Manager

By: _____
Name: Timothy K. Whetsell
Title: President

By: _____
Name: Kathleen Karahalios
Title: Secretary

NOTARY ACKNOWLEDGEMENT

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 _____ BEFORE ME, _____
NOTARY PUBLIC, PERSONALLY APPEARED _____
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 FORGOING PARAGRAPH IS IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY.

MY COMMISSION NUMBER: _____
EXPIRES: _____.

VSL ENGINEERING

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 \$_____.

DATE: _____, 20____.

DON KENT
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$_____ 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 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.

DATE: _____, 20____.

CASH TAX BOND
DON KENT
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

NOTARY ACKNOWLEDGEMENT

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 _____ BEFORE ME, _____
NOTARY PUBLIC, PERSONALLY APPEARED _____
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 FORGOING PARAGRAPH IS IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY.

MY COMMISSION NUMBER: _____
EXPIRES: _____.

JANUARY, 2016

SURVEYOR'S STATEMENT

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 AND LOCAL ORDINANCE AT THE REQUEST OF WILDOMAR LAND LLC IN OCTOBER, 2014. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT 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.

DATE: _____, 20____.

William. T. Smith
L.S. 7910
EXP. 12/31/17



SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED OCTOBER 2, 1989 AS INSTRUMENT NO. 340634, OFFICIAL RECORDS, RIVERSIDE COUNTY.

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____,
AT _____ .M. IN BOOK _____ OF MAPS, AT PAGES _____
AT THE REQUEST OF THE CLERK OF THE BOARD.

NO. _____
FEE _____

LARRY W. WARD
ASSESSOR - COUNTY CLERK - RECORDER

BY: _____, DEPUTY

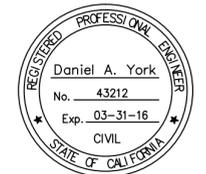
SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

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 MAP NO. 32206 AS FILED, AMENDED, AND APPROVED BY THE CITY OF WILDOMAR ON JULY 1, 2009, THE EXPIRATION DATE BEING APRIL 19, 2016.

DATE: _____, 20____.

DANIEL A. YORK, CITY ENGINEER
R.C.E. 43212
EXP. 03/31/2016

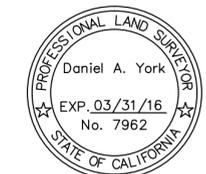


CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: _____

DANIEL A. YORK, CITY ENGINEER
L.S. 7962
EXP. 03/31/2016



CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF WILDOMAR, STATE OF CALIFORNIA, BY IT'S CITY CLERK, HEREBY APPROVES THE TRACT MAP NO. 32206 AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

THE DEDICATION OF THE DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

THE DEDICATION OF ABUTTER'S RIGHTS IS HEREBY ACCEPTED.

THE DEDICATION OF THE COMMUNITY TRAIL EASEMENTS AS SHOWN HEREON ARE HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

DATE: _____, 20____.

BY: _____
DEBBIE A. LEE, CITY CLERK
CITY OF WILDOMAR

TRACT NO. 32206

BEING A SUBDIVISION OF A PORTION OF LOTS 21 AND 23 OF BLOCK "L", OF ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN THE RANCHO LA LAGUNA.

VSL ENGINEERING

JANUARY, 2016

BOUNDARY CONTROL & INDEX MAP

SURVEYOR'S NOTES

- THE BASIS OF BEARINGS FOR THIS MAP IS THE CENTERLINE OF PALOMAR STREET PER RECORD OF SURVEY FILED IN BOOK 68, PAGES 26 THROUGH 31, INCLUSIVE, OF RECORD OF SURVEY'S. BEING N 52°53'05" W
- INDICATES SET 1" I.P., FLUSH, W/PLASTIC PLUG STAMPED "LS 7910" UNLESS NOTED OTHERWISE.
- INDICATES FOUND 3/4" I.P. WITH TAG "R.C.F.C.&W.C.D.", FLUSH, PER R.S. 68/26-31 & C.R. 10/168, UNLESS NOTED OTHERWISE.
- SET LEAD AND TAG "LS 7910" IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") ON SIDE LOT LINES PROJECTED.
- CENTERLINE TIE SHEETS WILL BE FILED WITH THE COUNTY SURVEYOR AS CORNER RECORDS AND A COPY OF SAID CORNER RECORD/CENTERLINE TIE SHEETS WILL BE SUBMITTED TO THE CITY ENGINEERING DEPARTMENT WITHIN 90 DAYS OF ACCEPTANCE OF STREET IMPROVEMENTS.
- SET A 1" IP WITH TAG, "LS 7910" FLUSH AT ALL LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY.
- () INDICATES RECORD DATA PER R.S. 68/26-31.
- { } INDICATES RECORD DATA PER R.S. 65/4.
- [] INDICATES RECORD DATA PER CORPORATION GRANT DEED RECORDED 8/19/09 AS INST. NO. 2009-0431651, O.R.
- < > INDICATES RECORD DATA PER PARCEL MAP NO. 12403, P.M. 68/22.
- (R) INDICATES RADIAL BEARING
- ALL MONUMENTS SET PER RIVERSIDE COUNTY ORDINANCE 461.10
- ALL MONUMENTS SHOWN "SET" ARE IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP.
- THIS TRACT CONTAINS 18.43 ACRES, GROSS AND 60 NUMBERED LOTS.
- /// INDICATES ABUTTERS RIGHTS OF ACCESS, DEDICATED HEREON.
- SNF INDICATES SEARCHED, NOTHING FOUND.

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

ENVIRONMENTAL CONSTRAINT NOTE:

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF WILDOMAR IN E.C.S. BOOK _____, PAGE _____. THIS AFFECTS ALL LOTS.

EASEMENT NOTES

- △ AN EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, PER DOCUMENT RECORDED 10/02/89 AS INST. NO. 340634, OFFICIAL RECORDS, RIVERSIDE COUNTY.
- △ DRAINAGE AND PUBLIC UTILITY EASEMENTS DEDICATED HEREON. NO BUILDINGS, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS ARE ALLOWED.
- △ COMMUNITY TRAIL EASEMENT DEDICATED HEREON.

FOUND COPPERWELD DISK STAMPED RIV. CO. SURV. FLUSH. PER C.R. 10/168 AND M.B. 368/29-32.

PARCEL MAP NO. 5941
P.M.B. 15/62

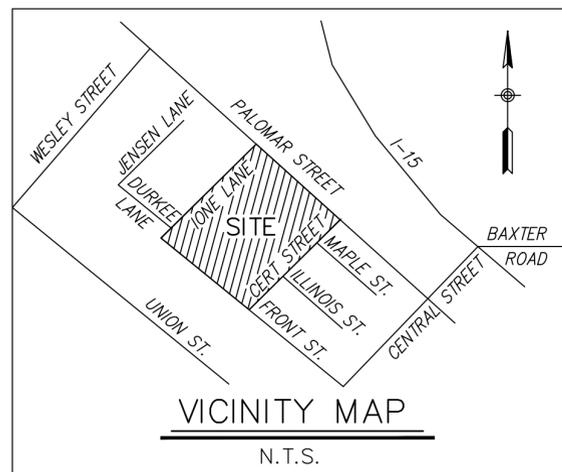
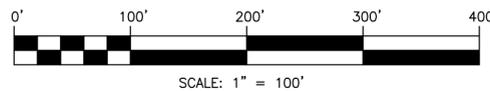
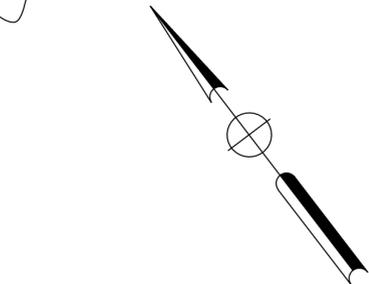
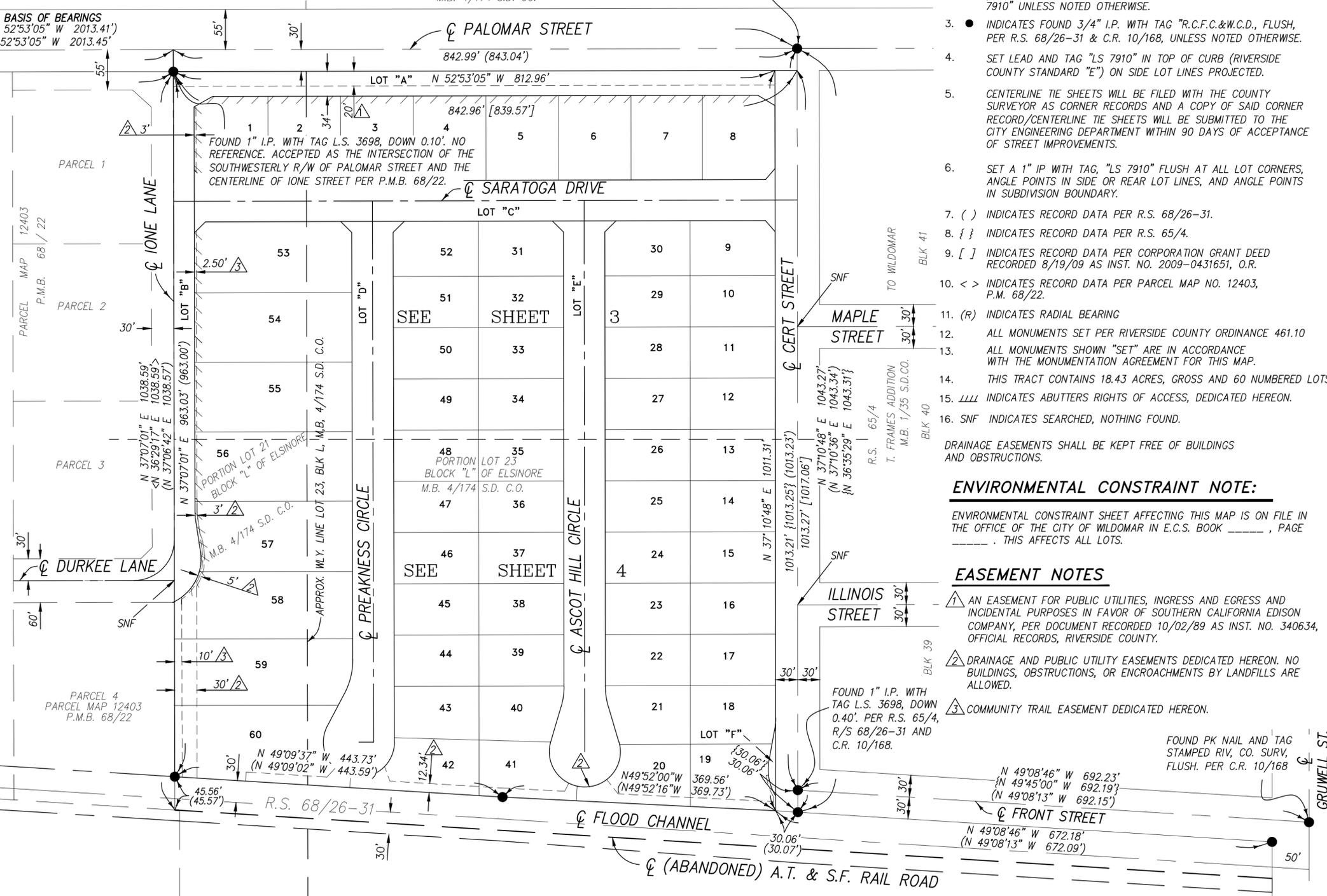
LOT 24, BLK L
M.B. 4/174 S.D. CO.

FOUND PK NAIL AND TAG STAMPED RIV. CO. SURV. FLUSH. PER C.R. 10/168

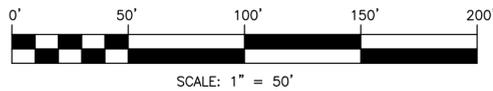
BASIS OF BEARINGS
(N 52°53'05" W 2013.41')
N 52°53'05" W 2013.45'

LOT "A" N 52°53'05" W 812.96'

FOUND 1" I.P. WITH TAG L.S. 3698, DOWN 0.10'. NO REFERENCE. ACCEPTED AS THE INTERSECTION OF THE SOUTHWESTERLY R/W OF PALOMAR STREET AND THE CENTERLINE OF IONE STREET PER P.M.B. 68/22.



TRACT NO. 32206



BEING A SUBDIVISION OF A PORTION OF LOTS 21 AND 23 OF BLOCK "L", OF ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN THE RANCHO LA LAGUNA.

VSL ENGINEERING

JANUARY, 2016

SURVEYOR'S NOTES

SEE SHEET 2

EASEMENT NOTES

SEE SHEET 2

FOUND 1" I.P. WITH TAG L.S. 3698, DOWN 0.10'. NO REFERENCE. ACCEPTED AS THE INTERSECTION OF THE SOUTHWESTERLY R/W OF PALOMAR STREET AND THE CENTERLINE OF IONE STREET PER P.M. 68/22.

BASIS OF BEARINGS
(N 52°53'05" W 2013.41')
N 52°53'05" W 2013.45'

FOUND NAIL AND TAG STAMPED RIV. CO. SURV. FLUSH. PER C.R. 10/168

CL PALOMAR STREET

CL SARATOGA DRIVE

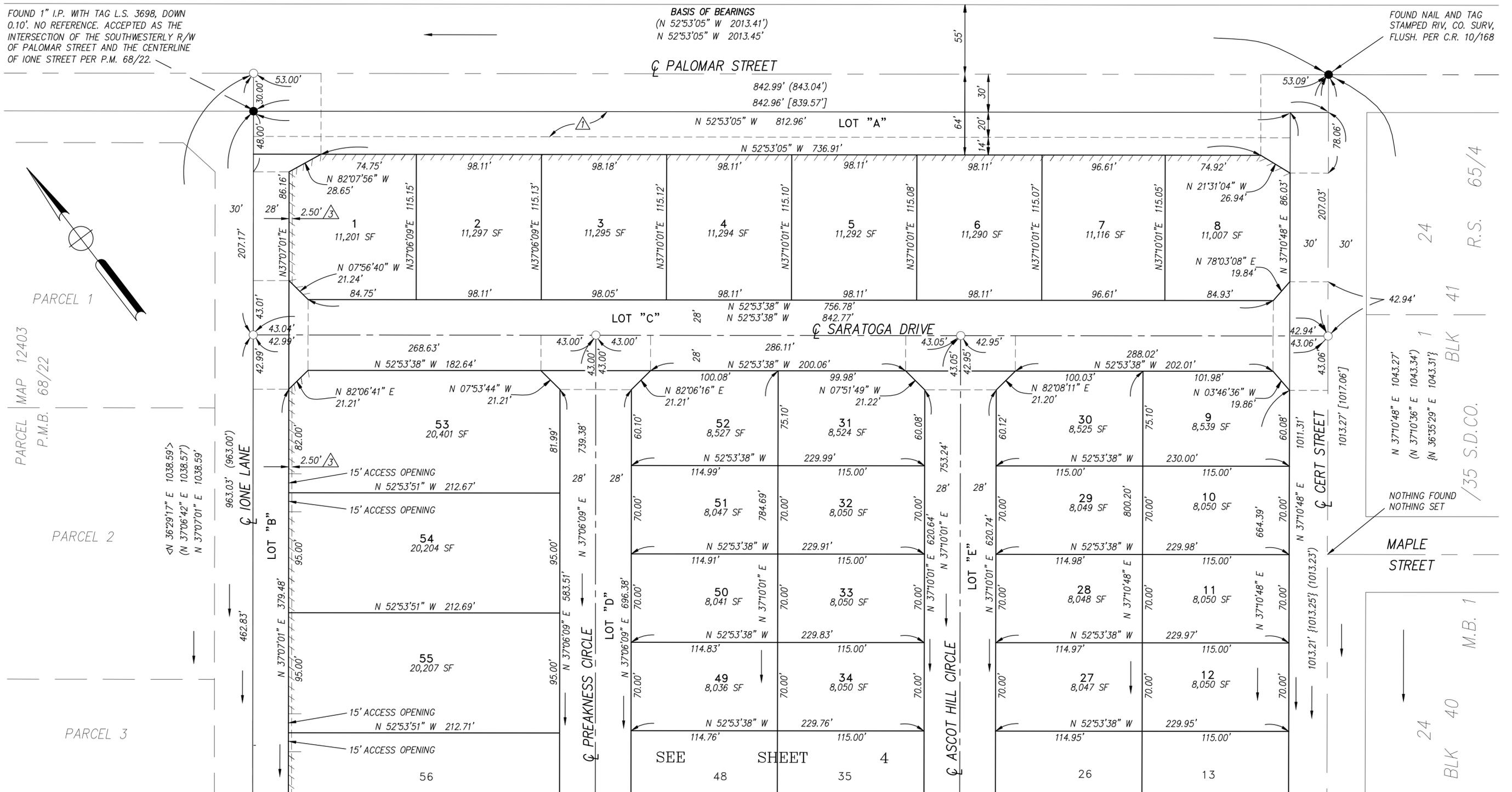
CL PREAKNESS CIRCLE

SEE SHEET 4

CL ASCOT HILL CIRCLE

CL CERT STREET

MAPLE STREET



PARCEL MAP 12403
P.M.B. 68/22

PARCEL 1

PARCEL 2

PARCEL 3

BLK 65/4
R.S.

BLK 41

BLK 40
M.B. 1

BLK 40
M.B. 1

BLK 40
M.B. 1

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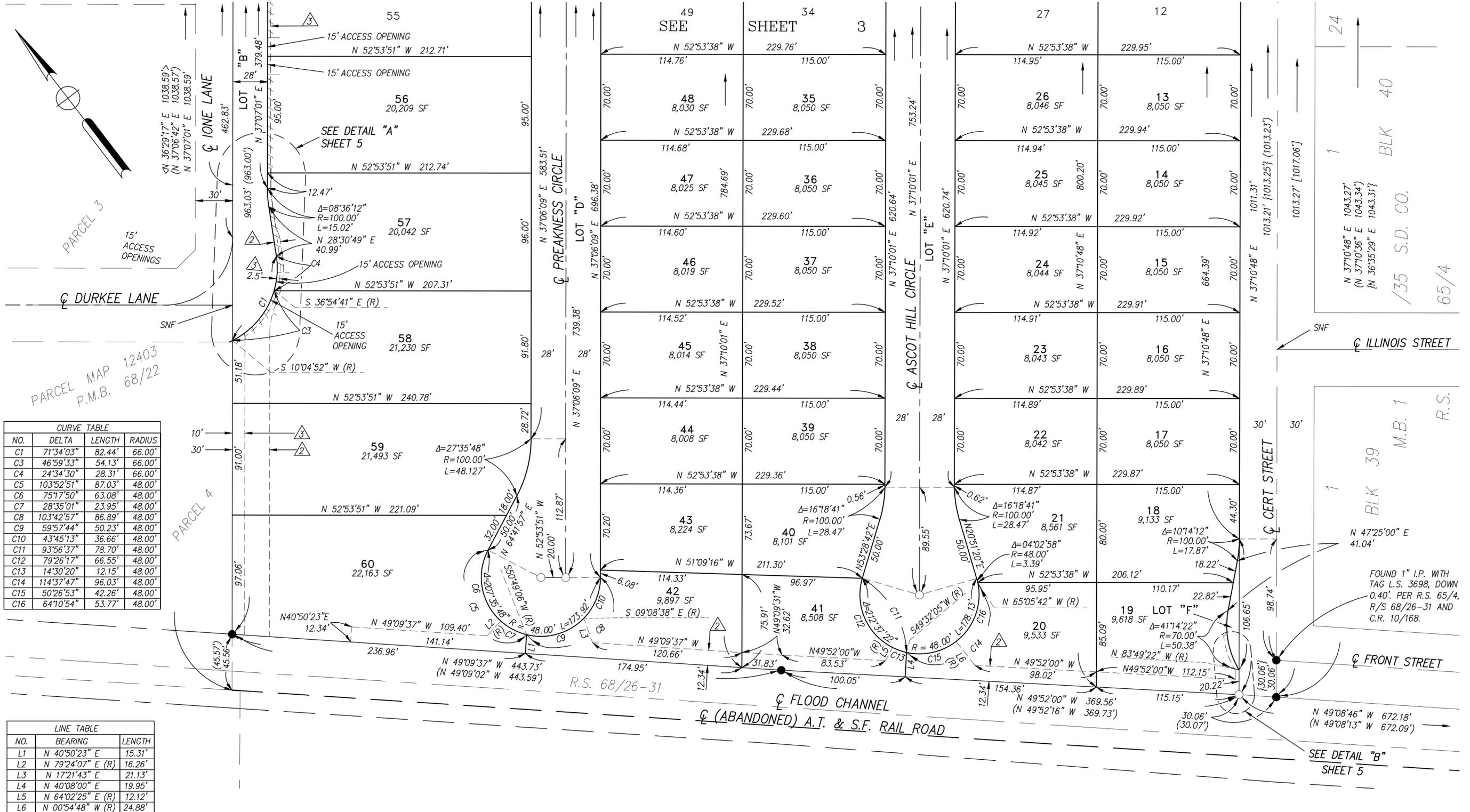
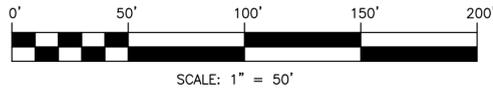
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EASEMENT NOTES

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JANUARY, 2016

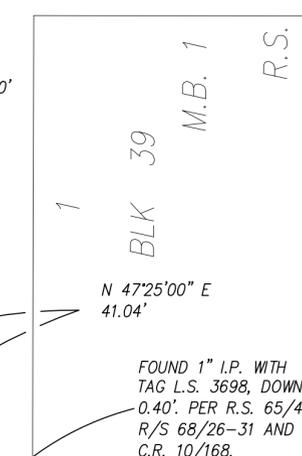
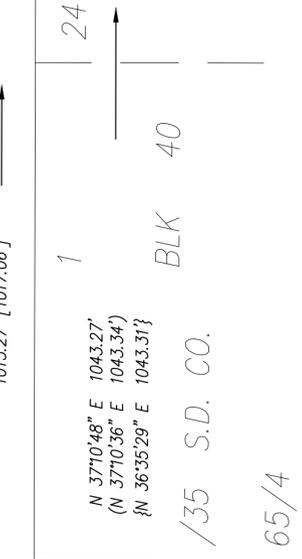


CURVE TABLE

NO.	DELTA	LENGTH	RADIUS
C1	71°34'03"	82.44'	66.00'
C3	46°59'33"	54.13'	66.00'
C4	24°34'30"	28.31'	66.00'
C5	103°52'51"	87.03'	48.00'
C6	75°17'50"	63.08'	48.00'
C7	28°35'01"	23.95'	48.00'
C8	103°42'57"	86.89'	48.00'
C9	59°57'44"	50.23'	48.00'
C10	43°45'13"	36.66'	48.00'
C11	93°56'37"	78.70'	48.00'
C12	79°26'17"	66.55'	48.00'
C13	14°30'20"	12.15'	48.00'
C14	114°37'47"	96.03'	48.00'
C15	50°26'53"	42.26'	48.00'
C16	64°10'54"	53.77'	48.00'

LINE TABLE

NO.	BEARING	LENGTH
L1	N 40°50'23" E	15.31'
L2	N 79°24'07" E (R)	16.26'
L3	N 17°21'43" E	21.13'
L4	N 40°08'00" E	19.95'
L5	N 64°02'25" E (R)	12.12'
L6	N 00°54'48" W (R)	24.88'



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VSL ENGINEERING

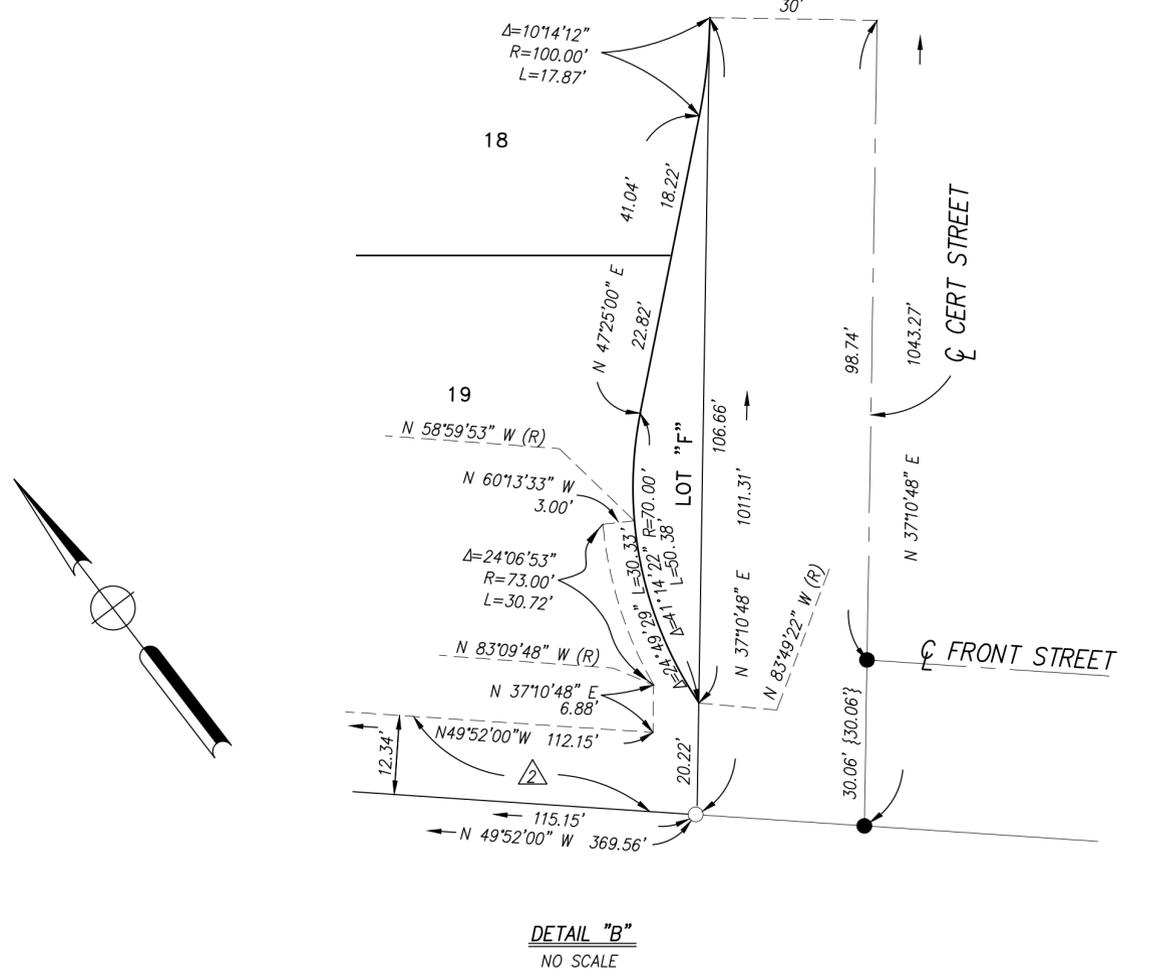
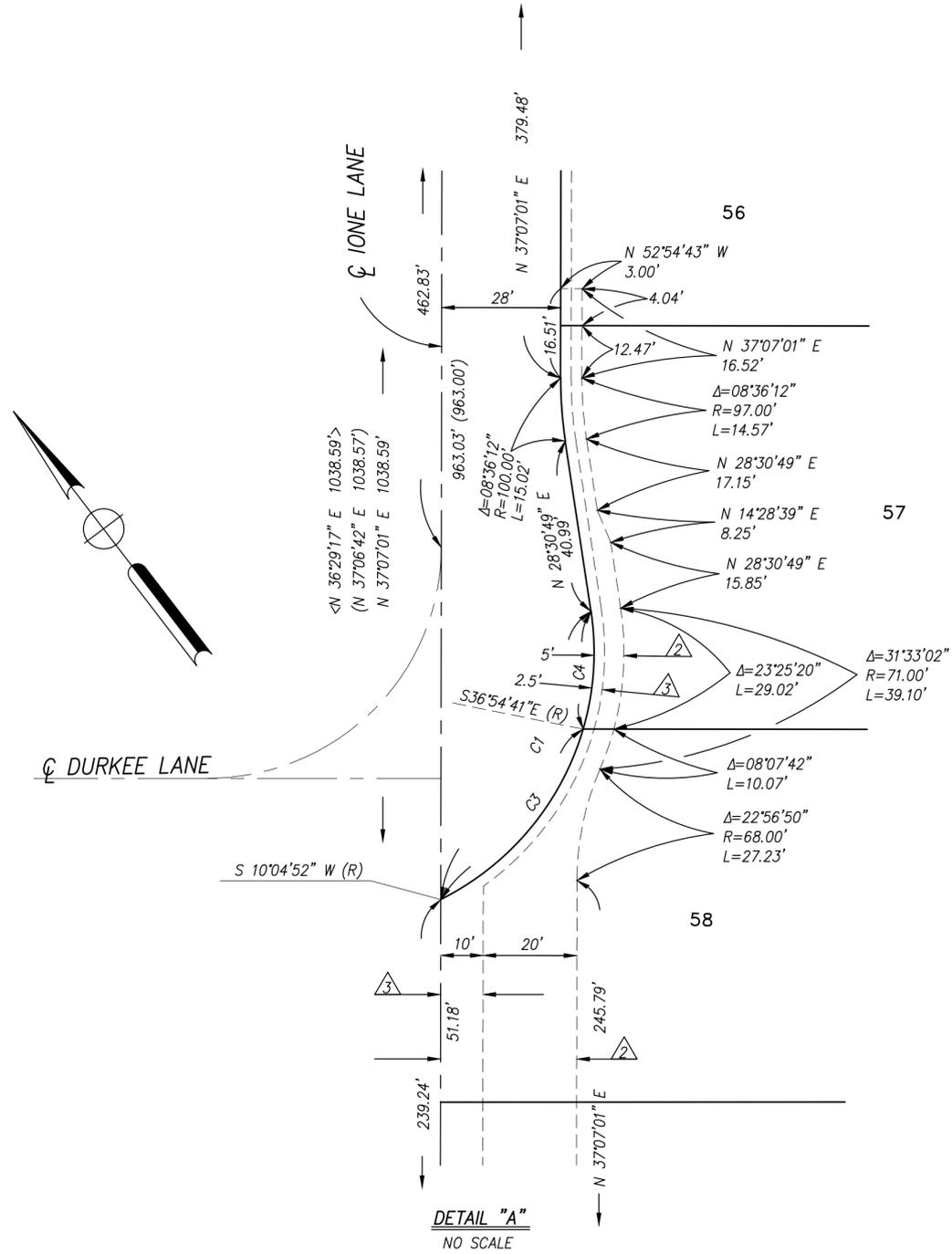
JANUARY, 2016

SURVEYOR'S NOTES

SEE SHEET 2

EASEMENT NOTES

SEE SHEET 2



ATTACHMENT A



Figure 1 - Aerial Image of Tentative Tract Map 32206 (parcel area, approximate, highlighted in yellow)

ATTACHMENT B

**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 Clerk
23873 Clinton Keith Rd., Suite 111
Wildomar, California 92595

THIS SPACE FOR RECORDER'S USE ONLY

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 32206

By and Between

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

and

**WILDOMAR LAND LLC,
a California limited liability company**

DATED February 10, 2016

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 32206

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this 10th day of February, 2016 by and between the City of Wildomar, a municipal corporation (“City”) and Wildomar Land LLC, a California limited liability company (“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. 32206. On April 14, 2005, the County of Riverside Board of Supervisors conditionally approved Tract No. 32206. The City approved two (2) time extensions for Tract Map No. 32206 on May 20, 2009 and July 1, 2009, respectively.

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. 32206, 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. 32206.

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. 32206.

DEFINED TERMS

“*Developer*” shall mean Wildomar Land LLC, a California limited liability company. 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. 32206 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. 32206 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 32206. 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 32206.

“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 32206.” shall mean the final map prepared and approved by the City for tentative tract map no. 32206.

“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. 32206 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. 32206 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 two (2) years (twenty-four (24) months) following City's acceptance of appropriate bonds or cash securities or when the Lien Agreement is replaced by appropriate bonds or cash securities.

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. 32206 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. 32206 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. 32206, or as required by other governmental agencies having jurisdiction over Tract No. 32206.

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 Article 2 of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code, 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. 32206 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 Four Million Seven Thousand Five Hundred and 00/100 Dollars (\$4,007,500.00), 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. 32206, 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. 32206.

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 Two Million Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$2,003,750.00), which sum shall not be less than fifty percent (50%) 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 required under Section 12.1 et seq. or the security required by Section 13 of this Agreement, 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. 32206 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash or a surety bond with City in the amount of Fifty Eight Thousand Five Hundred and 00/100 Dollars (\$58,500.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit or surety bond 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. 32206. Notwithstanding the foregoing, if City accepts a lien agreement as security for the Improvements under Section 12.2 of this Agreement, such lien agreement may serve as the security for some or all of the Subdivision Monuments, as determined by the City Engineer.

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:

Wildomar Land LLC
Attn: Kathleen Karahalios
1149 Pomona Road, Suite E
Corona, CA 92882

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. Landowner shall be fully and completely released for all obligations and liabilities with respect to this Agreement upon the sale or transfer of all of its right, title and interest in the Property, at which time the purchaser or transferee shall assume all obligations and liabilities with respect to 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. 32206, 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

Gary Nordquist
City Manager

ATTEST:

Debbie Lee
City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

WILDOMAR LAND LLC

By: Redlands Service Corporation of Nevada
Its: Manager

By: _____
Timothy K. Whetsell
Its: President

By: _____
Kathleen Karahalios
Its: Secretary

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2016 _____,
before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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 of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2016 _____,

before me, _____,

Date

Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,

Name of Signer(s)

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 of Notary Public

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

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number Of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- 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. 32206

Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

TENTATIVE TRACT NO. 32206, BEING A SUDIVISION OF THE FOLLOWING:

THAT PORTION OF LOTS 21 AND 23 IN BLOCK "L" OF ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS SAN DIEGO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF WESLEY STREET AND THE SOUTHWESTERLY LINE OF PALOMAR STREET, AS SHOWN ON SAID MAP; THENCE SOUTH 53° 30" EAST, ON THE SOUTHWESTERLY LINE OF PALOMAR STREET, 439.56 FEET, TO THE MOST EASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN DECREE OF DISTRIBUTION, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK 655, PAGE 474 OF DEEDS, RIVERSIDE COUNTY RECORDS; THENCE SOUTH 53° 30' EAST, ON THE SOUTHWESTERLY LINE OF PALOMAR STREET, 700.8 FEET, FOR THE TRUE POINT OF BEGINNING; THENCE SOUTH 53° 30' EAST, ON THE SOUTHWESTERLY LINE OF PALOMAR STREET, 839.57 FEET TO THE POINT OF INTERSECTION WITH THE CENTER LINE OF THAT CERTAIN UNNAMED STREET, 60 FEET WIDE, LYING WESTERLY OF AND ADJOINING BLOCKS 39, 40 AND 41 OF T. FRAME'S ADDITION TO WILDOMAR, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 35 OF MAPS, SAN DIEGO COUNTY RECORDS; THENCE SOUTH 36° 30' WEST, ON THE CENTER LINE OF SAID UNNAMED STREET, 1017.06 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY, 100 FEET IN WIDTH, CONVEYED TO CALIFORNIA SOUTHERN RAILROAD COMPANY BY DEED RECORDED JUNE 27, 1882 IN BOOK 41, PAGE 344 OF DEEDS, SAN DIEGO COUNTY RECORDS; THENCE NORTHWESTERLY, ON THE NORTHEASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 841.51 FEET, MORE OR LESS, TO A POINT SOUTH 36° 30' WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 36° 30' EAST, TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION IN ANY PUBLIC STREET OR HIGHWAY;

ALSO EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL OILS AND MINERALS AND OTHER HYDROCARBON SUBSTANCES.

APN: 368-080-032-4

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 32206



**CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET
WILDOMAR 60**

PARCEL MAP OR TRACT MAP NO. Tract 32206 DATE: 1/13/2016
PP, CU, PU, MS OR VL NO. _____ IP: 15-0042

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	\$ 3,231,214.85	\$ 3,231,000.00	\$ 1,615,500.00
* Flood Control	\$ 0.00	\$ 0.00	\$ 0.00
Water	\$ 503,870.40	\$ 504,000.00	\$ 252,000.00
	<small>EVMWD District Name</small>		
Sewer	\$ 272,448.00	\$ 272,500.00	\$ 136,250.00
	<small>EVMWD District Name</small>		
Total	\$ 4,007,533.25	\$ 4,007,500.00	\$ 2,003,750.00
Warranty Retention (10%)		\$ 400,750.00	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathematical extensions, using City's unit costs, are accurate for determining bonding costs

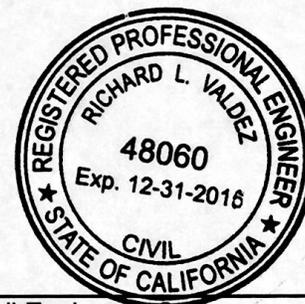
Above amounts **DO** include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

Richard Valdez
Signature

January 13, 2016
Date

Richard Valdez
Name Typed or printed

48060 12/31/2017
RCE# Exp. Date



Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

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

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Wildomar Improvement Requirement Worksheet."

2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. **100% for Flood Control items.

3. For Construction items not covered by "City of Wildomar Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If City of Wildomar Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS
WILDOMAR 60

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		ROADWAY EXCAVATION		
6,017	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 120,340.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) =		
	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 0.00
	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 0.00
	C.Y.	(c.) Import and Fill	\$ 2.80	\$ 0.00
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
84	S.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 84.00
	S.F.	Cold Plane A.C. Pavement	\$ 1.50	\$ 0.00
	S.Y.	Grinding A.C. , in place	\$ 2.00	\$ 0.00
56,280	S.F.	Remove A.C. Pavement	\$ 0.20	\$ 11,256.00
	L.F.	Remove Curb and Gutter	\$ 18.00	\$ 0.00
	L.F.	Remove A.C. Dike	\$ 3.00	\$ 0.00
	EA.	Relocate Mailbox	\$ 250.00	\$ 0.00
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
5,434	TON	Asphalt Concrete (S.F.) (144 lbs/cu.ft)	\$ 90.00	\$ 489,060.00
6,017	C.Y.	Agg Base Class II (116,103S.F.)	\$ 50.00	\$ 300,850.00
3	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (116,103S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 1,800.00
	S.F.	AC overlay (min. 0.10') (SF)	\$ 0.90	\$ 0.00
6,234	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 93,510.00
850	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 14,450.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00
710	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 8.00	\$ 5,680.00
390	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 10.00	\$ 3,900.00
	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 0.00
31,170	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 187,020.00
6,100	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 48,800.00
8,500	S.F.	10' WIDE D.G. TRAIL	\$ 1.00	\$ 8,500.00
10	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 20,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
	L.F.	Barricades	\$ 100.00	\$ 0.00
	L.F.	Metal Beam Guard Railing	\$ 35.00	\$ 0.00

UNIT COSTS 3/01/2011
FORMAT 3/01/2008

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS
WILDOMAR 60

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
7,084	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 70,840.00
	L.F.	Chain Link Fence (6')	\$ 80.00	\$ 0.00
	L.F.	Relocate Fence	\$ 12.00	\$ 0.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
5	EA.	Relocate Power Pole	\$ 10,000.00	\$ 50,000.00
26	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 130,000.00
	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 0.00
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ 0.00
	C.Y.	Cut Off Wall (Std 2')	\$ 400.00	\$ 0.00
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
	EA	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
	EA	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 6.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
80	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 3,200.00
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ 0.00
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ 0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$ 75.00	\$ 0.00
1	EA	HEADWALL 40" RCP	\$ 5,000.00	\$ 5,000.00
350	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 39,550.00
	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 115.00	\$ 0.00
430	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 153.00	\$ 65,790.00
	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 90.00	\$ 0.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 100.00	\$ 0.00
1,750	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 235.00	\$ 411,250.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 130.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	\$ 150.00	\$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
2	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 4,400.00
4	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 16,000.00
2	EA.	Catch Basin W=10'	\$ 7,800.00	\$ 15,600.00
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00

UNIT COSTS 3/01/2011
FORMAT 3/01/2008

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS
WILDOMAR 60

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
				\$ 0.00
		LANDSCAPING		\$
	S. F.	Maintenance Walk STD 113	\$ 4.00	\$ 0.00
	S. F.	Colored Stamped Concrete	\$ 10.00	\$ 0.00
70	EA	Street Trees (15 Gallon)	\$ 100.00	\$ 7,000.00
1	LS	Landscape and Irrigation	\$ 20,000.00	\$ 20,000.00
500	C.Y.	Landscape Fill Material	\$ 27.00	\$ 13,500.00
2	EA	Water Meter	\$ 7,000.00	\$ 14,000.00
2	EA	Electric Meter	\$ 10,000.00	\$ 20,000.00
			\$	\$ 0.00
		MEDIAN	\$	\$ 0.00
1,725	L.F.	A-8 Curb	\$ 12.00	\$ 20,700.00
3,435	S. F.	Maintenance Walk STD 113	\$ 4.00	\$ 13,740.00
406	SY	Remove AC Pavement	\$ 0.60	\$ 243.60
11,055	S. F.	Landscape and Irrigation	\$ 3.50	\$ 38,692.50
8,705	S. F.	Saw Cut Exist. AC Pavement	\$ 1.00	\$ 8,705.00
1,712	S. F.	Full Depth AC (2' beyond lip)	\$ 6.50	\$ 11,128.00
1	EA	Water Meter	\$ 7,000.00	\$ 7,000.00
1	EA	Electric Meter	\$ 10,000.00	\$ 10,000.00
205	C.Y.	Landscape Fill Material	\$ 27.00	\$ 5,535.00
21	EA	Street Trees (15 Gallon)	\$ 100.00	\$ 2,100.00
			\$	\$ 0.00
			\$	\$
			\$	\$ 0.00
			\$	\$
	A.	Subtotal		\$ 2,243,899.20
	B.	Administrative Contingency (% x A)		\$ 448,779.84
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	Streets/Drainage Total (A + B)		\$ 2,692,679.04
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLANS (ORD.460, SEC. 10.3E)		
	D.	20% x C		\$ 538535.81
	E.	Streets/Drainage Total (C + D)		\$ 3231214.85

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
PLANCHECK DEPOSIT CALCULATION SHEET
WILDOMAR 60

PARCEL MAP OR TRACT NO. Tract 32206

SCH: _____ DATE: Feb. 23, 2015

PP, CU, PU, MS OR VL NO. _____

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 2692679.04
II. Water (Line C from Water Improvement Calculations)	\$ 0.00
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 0.00
<u>PLAN CHECK DEPOSIT CALCULATION</u>	
A. Street/Drainage (% x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL	\$ 26926.79
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	\$ 0.00
C. Total Plan Check Deposit (A + B)	\$ 26926.79
<u>SURCHARGE FEE CALCULATION</u>	
D. Surcharge Fee (2% x C)	\$ 538.54
E. Total Plan Check Deposit and Surcharge Fee	\$ 27465.33
<u>MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS</u>	
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as	
shown below, then following deposit schedule will apply, otherwise pay the full deposit.	
For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum \$2,000	
For PM (Schedule H, I) - minimum \$2,000.00	
For PP/CU/PU/MS/VL - minimum \$2,000.00	
COMMENTS	



CONSTRUCTION COST ESTIMATE
FOR WATER IMPROVEMENTS

WATER IMPROVEMENTS

WO# 2015-046

Date Prepared: 12-15-2015

Project:

Prepared by:

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	LF	4" PVC Water Main	\$ 41.00	
	LF	6" PVC Water Main	45.00	
3,340	LF	8" PVC Water Main	44.00	\$ 146,960.00
	LF	12" DIP Water Main	88.00	
	LF	16" DIP Water Main	150.00	
	LF	18" DIP Water Main	180.00	
	LF	20" DIP Water Main	200.00	
	EA	4" RW Gate Valve	1,800.00	
3	EA	6" RW Gate Valve	2,000.00	\$ 6,000.00
18	EA	8" RW Gate Valve	2,200.00	\$ 39,600.00
	EA	12" Butterfly Valve	3,000.00	
	EA	16" Butterfly Valve	5,500.00	
	EA	18" Butterfly Valve	6,500.00	
	EA	20" Butterfly Valve	7,000.00	
	EA	24" Butterfly Valve	8,500.00	
	EA	Fire Hydrant (6") Super	6,500.00	
13	EA	Fire Hydrant (6") Standard	5,500.00	\$ 71,500.00
21	EA	Adjust Water Valve to Grade	350.00	\$ 7,350.00
	EA	Relocation of Blowoff	4,500.00	
60	EA	1" Water Service	1,100.00	\$ 66,000.00
	EA	1.5" Water Service	1,600.00	
	EA	2" Water Service	3,000.00	
	EA	3" Water Service	4,500.00	
5	EA	1" Air/Vac Assembly	2,500.00	\$ 12,500.00
	EA	2" Air/Vac Assembly	4,000.00	
	EA	4" Air/Vac Assembly	6,000.00	
	EA	4" Blowoff	5,000.00	
	EA	6" Blowoff	6,000.00	
	IN/LF	Steel Casing	20.00	
	EA	1" Sample Point	2,000.00	
	LS	Traffic Control	N/A	
	EA	4" DCDA	4,000.00	
	EA	6" DCDA	5,000.00	
	EA	8" DCDA	7,000.00	
	EA	10" DCDA	10,000.00	
	EA	8" Hot Tap	8,000.00	
	EA	12" Hot Tap	10,000.00	
	EA	16" Hot Tap	12,000.00	
	EA	30" Hot Tap	20,000.00	
		Subtotal		\$ 349,910.00
		20% Contingency		\$ 69,982.00
		Total		\$ 419,892.00

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.

2. Unit prices are **ADDITIONAL 20% FOR UNSIGNED PLANS = \$419,892 X 1.2 = \$503,870.40** excavation through rock formations or extra depth occur.



City of Wildomar
Monument Security Estimate Worksheet

Parcel Map/Tract Map No: Tract 32206
 PP, CU, PU, MS OR VL No: _____
 Map Schedule: A

Date: 12/3/2015
 City Project No: 15-0042

Schedule "A" through "H" Maps			
Drive Time Hours to Map	Net Work Time Hours per Day	Cost per Day 10-hour Day	Cost per Monument
0.5	9	\$2,500.00*	\$300
1	8		\$342
1.5	7		\$400
2	6		\$478
Schedule "I" Maps			
Drive Time Hours to Map	Net Work Time Hours per Day	Cost per Day 10-hour Day	Cost per Monument
0.5	9	\$2,500.00*	\$600
1	8		\$685
1.5	7		\$800
2	6		\$960

Notes: *Based on a crew of one Registered Principal Engineering Technician and one Senior Engineering Technician

Total Monuments to Be Bonded 140

Cost Per Monument: \$342

Subtotal 1 (Total Monuments x Cost per Monument): \$ 47,880.00

Engineer's/Surveyor's Estimate for Preparing Centerline Tie-Sheets: \$ 1,000.00

Subtotal 2 (Subtotal 1 + Centerline Tie-Sheet Estimate): \$ 48,880.00

Total Security Amount (Subtotal 2 x 120%): \$ 58,500.00

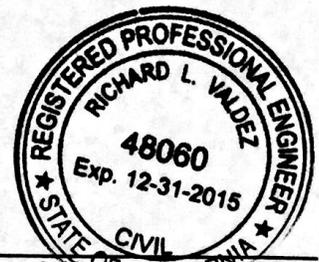
(total rounded to the nearest \$500)

RICHARD VALDEZ
Signature

12/3/15
Date

RICHARD VALDEZ
Name (type or printed)

48060
RCE/PLS No. Expiration Date



Engineer's/Surveyor's Stamp

Insert Project Name - Insert Project No.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 32206

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: \$ 4,007,500.00

Surety: _____

Attorney-in-fact: _____

Address: _____

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 2,003,750.00

Surety: _____

Attorney-in-fact: _____

Address: _____

CASH MONUMENT SECURITY: \$ _____

Amount deposited per Cash Receipt No. _____ Date: _____

MONUMENT BOND PRINCIPAL AMOUNT: \$ 58,500.00

Surety: _____

Attorney-in-fact: _____

Address: _____

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF WILDOMAR

TRACT MAP NO. 32206 IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California (“City”) and Wildomar Land LLC, a California limited liability company (“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. 32206 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated February 10, 2016 (“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 Four Million Seven Thousand Five Hundred and 00/100 Dollars (\$4,007,500.00), 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 32206 IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California (“City”) and Wildomar Land LLC, a California limited liability company (“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. 32206 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated February 10, 2016 (“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 1 (commencing with section 8000) through Title 3 (commencing with section 9000) of Part 6 of Division 4 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 Two Million Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$2,003,750.00), said sum being not less than 50% 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 9100, 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 1 (commencing with Section 8000) through Title 3 (commencing with Section 9000) of Part 6 of Division 4 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

Surety

By: _____
Its: Managing Member

By: _____
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.

EXHIBIT “D”

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

Condition Number	Condition Timing/Category	Condition	Notes
21	General Requirements	<p>With respect to the conditions of approval for the referenced tentative exhibit, the land divider shall provide all street improvements, street improvement plans and/or road dedications set forth herein in accordance with the City of Wildomar Road Improvement Standards. It is understood that the tentative map correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Q's, and that their omission or unacceptability may require the map to be resubmitted for further consideration. These Ordinances and all conditions of approval are essential parts and a requirement occurring in one is as binding as though occurring in all. All questions regarding the true meaning of the conditions shall be referred to the Transportation Department</p>	
96	Prior to Recordation of the Final Map	<p>The land divider shall submit to the County Planning Department - Development Review Division a duly and completely executed agreement with the County Service Area No. 152 which demonstrates to the satisfaction of the County that the land divider has provided for the payment of parks and recreation fees and/or dedication of land for the TENTATIVE MAP in accordance with Section 10.35 of County Ordinance No. 460.</p>	

EXHIBIT “D” (continued)

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

Condition Number	Condition Timing/Category	Condition	Notes
97	Prior to Recordation of the Final Map	The applicant or developer shall furnish one copy of the water system plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, location, spacing and minimum fire flow. Once plans are signed by the local water company, the originals shall be presented to the Fire Department for signature.	
99	Prior to Recordation of the Final Map	Prior to the issuance of a Grading Permit or Recordation of Final Map, whichever comes first, the applicant shall have completed and approved a Final WQMP to the satisfaction of the City Engineer.	
104	Prior to Recordation of the Final Map	Prior to recordation of the final map, the improvement plans for the required 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 of Wildomar.	
109	Prior to Recordation of the Final Map	Prior to recordation of the final map, a signing and striping plan is required for this project. The applicant shall be responsible for any additional paving and/or striping removal caused by the striping plan. All work prepared shall be to the satisfaction of the City Engineer.	
110	Prior to Recordation of the Final Map	The Applicant shall submit a preliminary soils and pavement investigation report within the road right-of-way to the satisfaction of the City Engineer.	

EXHIBIT “D” (continued)

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

Condition Number	Condition Timing/Category	Condition	Notes
111	Prior to Recordation of the Final Map	A separate street light plan is required for this project. Street lighting shall be designed in accordance with Title 16 – Subdivisions (formerly Ordinance 460) and Streetlight Specification Chart found in Specification Section 22 of Ordinance 461. (For projects within SC Edison boundaries use Ordinance 461, Standard No's 1000 or 1001.)	
113	Prior to Recordation of the Final Map	Prior to recordation of the final map, landscaping within public road rights-of-way shall comply with City standards and require approval by the City Engineer.	The portion of the Condition of Approval not yet satisfied is listed.
114	Prior to Recordation of the Final Map	Prior to recordation of the final map, or any phase thereof, the project proponent shall pay fees in accordance with Zone A of the Southwest Road and Bridge Benefit District.	
115	Prior to Recordation of the Final Map	Prior to the recordation of the final map, the applicant shall pay the Southwest RBBB Fees and TUMF Fees associated with this project. These fees shall be applied towards construction of the ultimate improvements to the I-15/Clinton Keith Road interchange, as approved by the Transportation Department. Prior to the recordation of the final map, the applicant shall pay the Southwest RBBB and TUMF Fees associated with this project. These fees shall be applied towards construction of the ultimate improvements to the I-15/Clinton Keith Road interchange, as approved by the Transportation Department.	

EXHIBIT “D” (continued)

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

Condition Number	Condition Timing/Category	Condition	Notes
116	Prior to Recordation of the Final Map	Should this project lie within any assessment/benefit district, the applicant shall, prior to recordation, make application for and pay for their reapportionment of the assessments or pay the unit fees in the benefit district.	
123	Prior to Recordation of the Final Map	The City shall approve a Street Light Plan, prepared by the developer and designed in accordance with Title 16 – Subdivisions (formerly Ordinance 460) and the Streetlight Specification Chart found in Specification Section 22 of Ordinance 461 (Standard No's 1000 or 1001).	
124	Prior to Recordation of the Final Map	Prior to recordation of the final map, water and sewer system plans and specifications shall approved by the Elsinore Valley Municipal Water District and the Department of Environmental Health (if required).	
125	Prior to Recordation of the Final Map	A separate street light plan is required for this project. Street lighting shall be designed in accordance with County Ordinance 460 and Streetlight Specification Chart found in Specification Section 22 of Ordinance 461. For projects within SCE boundaries use County of Riverside Ordinance 461, Standard No's 1000 or 1001.	

EXHIBIT “D” (continued)

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

Condition Number	Condition Timing/Category	Condition	Notes
130	Prior to Recordation of the Final Map	Prior to recordation of the final map, the City Engineer or the Flood Control District (dependent on the jurisdiction) shall inspect all flood control facilities constructed by the project. The Applicant shall provide a written request to the City of Wildomar or the Flood Control District to accept the system. The request shall include the project number, location, briefly describe the system (sizes and lengths) and include all appropriate exhibits that illustrate the alignment.	The portion of the Condition of Approval not yet satisfied is listed.

EXHIBIT "E"
LIEN AGREEMENT

NO FEE DOCUMENT

Government Code §6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF WILDOMAR

23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attn: City Clerk

The Above Space For Recorder's
Use Only

LIEN AGREEMENT

THIS LIEN AGREEMENT ("Lien Agreement") is made and entered into this 10th day of February, 2016, by and between the CITY OF WILDOMAR, a California municipal corporation ("City") and Wildomar Land LLC, a California limited liability company, ("Owner").

RECITALS

A. Owner has applied to City for approval of a Final Map pursuant to City of Wildomar Municipal Code Title 16.56 ("the Subdivision Code") for Tract Map No. 32206, ("Final Map") for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property").

B. The Final Map is a Schedule A Subdivision per Section 16.24.040 of the Wildomar Municipal Code because it consists of a division of land into five or more parcels, where any parcel is less than 18,000 square feet in net area.

C. The conditions of approval for Tract Map No. 32206 require Owner to construct certain improvements that upon completion will be accepted by the City as public improvements ("Public Improvements"). An itemization of the Public Improvements and an estimate of the costs for the Public Improvements approved by the City Engineer is attached as Exhibit "B" and incorporated herein by this reference.

D. In order to obtain approval of the Final Map prior to completing all of the Public Improvements, Owner is required to enter into an agreement with City for the completion of the Public Improvements and the provision of security for the Public Improvements ("Subdivision Improvement Agreement").

E. Wildomar Municipal Code Section 16.56.030 and Government Code Section 66499 authorize the City and Owner to enter into this Lien Agreement simultaneously with the Subdivision Improvement Agreement in satisfaction of the security obligations contained in the Subdivision Improvement Agreement for the Public Improvement. In addition, Owner and City desire this Lien Agreement to secure the setting of the required subdivision boundaries, lot corners, and street centerline monuments ("Subdivision Monuments").

F. City has found and determined that it would not be in the public interest to require the installation of the Public Improvements sooner than two years after recordation of the Final Map.

G. Owner has provided a title insurance policy and current title report to the City from a title company approved by the City and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the Property and the Property is not subject to any mortgages, deeds of trust, or judgment liens.

OPERATIVE PROVISIONS

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledged, the Parties hereto agree as follows:

I. Owner Performance and Obligations

A. Owner hereby grants to City, in accordance with the terms and conditions of this Lien Agreement, a lien upon the Property as security for the following obligations of Owner:

- (1) Construction of the Public Improvements specified in Exhibit "B" attached hereto; provided, however, that Owners obligation hereunder shall extend to the actual cost of the construction of the Public Improvements, not withstanding that such costs may exceed the estimate set forth in Exhibit "B"; and
- (2) Setting of the Subdivision Monuments required by Section 16.16.100 of the Wildomar Municipal Code and Section 66495 et seq. of the Government Code for the Final Map; and
- (3) Payment of the balance of the fees or provision of the improvements or services described in the Subdivision Code (collectively, "Fees"), in the amount required in accordance with the Subdivision Code, as determined appropriate by the Director of Public Works.

This Lien secures that obligation and the remedies provided herein for breach of that obligation.

B. For so long as title to the property remains subject to this Lien Agreement, Owner shall not: (1) request issuance by the Department of Real Estate for the Final Subdivision Public Report for the Property; (2) sell or permit the sale of any lot shown on the Final Map; or (3) commence work on any portion of the Public Improvements except as necessary to correct or prevent threats to the public health, safety or general welfare with the consent of the City. Notwithstanding the above, fee title to the entire

property encumbered by this Lien Agreement or to all lots designated on the Final Map may be sold in the aggregate to a single purchaser, provided that the proposed purchaser, prior to assuming title to the property, executes a new lien agreement or provides acceptable alternative security acceptable to the City and executes a new Subdivision Improvement Agreement with the City.

C. At the time Owner executes this Lien Agreement, Owner shall file with the City a cash deposit in the amount of Twelve Thousand Dollars (\$12,000), to be used by City to reimburse City for any costs which City may incur in processing a reversion to acreage initiated pursuant to this Lien Agreement. Any unused portion of such deposit shall be refunded to Owner following completion of such reversion. If the costs of reverting the Property to acreage exceed \$12,000, Owner shall pay additional costs to City prior to recordation of the reversion of acreage map. The unused portion of this deposit may be applied to the deposit of fees for inspection, tests and other related purposes for the required Public Improvements or Subdivision Monuments upon termination of this Lien Agreement. If the fee title to the entire property encumbered by this Lien Agreement or all lots designated on the Final Map are sold in the aggregate to a single purchaser and the purchaser executes a new lien agreement, the purchaser shall file with City a cash deposit in the amount of Twelve Thousand Dollars (\$12,000) for the purpose of reverting the property to acreage if the purchaser breaches the terms of the lien agreement. Upon receipt of the substitute deposit from the purchaser and execution of the new lien agreement, the original cash deposit will be refunded to Owner, minus Fees still owed to City by Owner.

D. Prior to commencing the installation and construction of any portion of the Public Improvements or Subdivision Monuments required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspection, tests and other related purposes, and shall substitute other forms of security satisfactory to City in place of this Lien Agreement.

E. Owner also agrees to provide all substitute forms of security in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Public Improvements or Subdivision Monuments at the time of substitution, as ascertained by City.

F. Owner shall substitute acceptable security for this Lien Agreement and commence construction of the Public Improvements required by the Subdivision Improvement Agreement within three (3) years following the date of recordation of the Final Map. At its sole discretion, the City may grant up to three extensions of time in accordance with Section 16.56.030(H) of the City's Municipal Code. For each extension of time, Owner shall provide a title insurance policy and current title report from a title company approved by the City, and issued within 60 days prior to the request for an extension of time, that documents that Owner is the record owner of the real property to be divided as identified on the Final Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.

G. Owner shall pay the Fees related to the work required by the Subdivision Improvement Agreement for which the Fees are required prior to issuance of any building permit or, if permitted by the City, prior to occupancy.

H. Owner agrees that if suit is brought upon this Lien Agreement, all costs and reasonable expenses and fees incurred by the City in successfully enforcing Owner's obligations shall be paid by Owner, including attorneys fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

I. Owner agrees to indemnify, and hold harmless, the City, its officers, employees and agents from any liability whatsoever based or asserted upon: (i) any act or omission of Owner, its employees and agents relating to or in any way connected with the accomplishment of work, obligations, or performance of service under this Lien Agreement; or (ii) the approval of this Lien Agreement. As part of the foregoing indemnity, Owner agrees to protect and defend at its own expense, including attorneys' fees, the City, its officers, employees and agents in any legal action based upon such alleged acts or omissions.

II. City's Performance and Obligations

A. Following (1) City's approval of the substitute forms of security submitted by Owner, (2) deposit by Owner of fees for inspections, tests and other specific purposes and (3) Owner's payment or other performance of these obligations encompassed by the Fees required by the Subdivision Code, performance of which are secured by this Lien Agreement, City shall release the Property, from the provisions of this Lien Agreement, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

B. In no instances shall this Lien Agreement compel the City to construct the required Public Improvements or install the Subdivision Monuments.

III. Owner's Representations and Warranties

Owner represents and warrants that no lots within the Property have been sold, no construction permits (including but not limited to grading permits and building permits) have been issued and are active for all or part of the Property, and no construction of any of the Public Improvements has commenced.

IV. Effect of Lien Agreement

A. From the date of recordation of this Lien Agreement, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the Subdivision Improvement Agreement and any Fees. Under no circumstances shall the City agree to subordinate the lien.

B. Owner shall have the right to convey or sell fee title to the entire property encumbered by this Lien Agreement, so long as the purchaser agrees in writing to accept and be bound by the terms and provisions of this Lien Agreement, the applicable Subdivision Improvement Agreement, and the Fees, or has provided alternative security acceptable to the City per Section 16.56.010 of the City's Municipal Code. Any new lien agreement entered into by a purchaser of the Property must provide for completion of the Public Improvements by the same date as is specified herein. Landowner shall be fully and completely released for all obligations and liabilities with respect to this Agreement upon the sale or transfer of all of its right, title and interest in the Property, at which time the purchaser or transferee shall assume all obligations and liabilities with respect to this Agreement.

C. This Lien Agreement shall expire upon release of the Property by the City, except that Owner's obligation to commence the Public Improvements within three (3) years from the date of recordation of this Lien Agreement (or such date as may have been extended in accordance with the Subdivision Code), as described in Section I (F) above, shall not expire but shall remain in full force and effect until satisfactory completion of the Public Improvements in full compliance with the Subdivision Improvement Agreement.

D. Notwithstanding any provisions of the Subdivision Code to the contrary, so long as this Lien Agreement is utilized for security as described herein, the City is not obligated to accept offers of dedication for street or drainage purposes on the property.

V. Events of Default

Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

A. Failure by Owner to deposit fees for inspections, tests and other specified purposes or to substitute other forms of security satisfactory to City within the time allotted and as prescribed by this Lien Agreement.

B. Commencement of any work on the Public Improvements or Subdivision Monuments by Owner, its agents or employees, prior to substitution of acceptable security with the City in place of this Lien Agreement except as specifically authorized by City to correct or prevent threats to public health, safety or general welfare.

C. Failure by Owner to substitute acceptable security for this Lien Agreement and commence construction of the Public Improvements described in the Subdivision Improvement Agreement within the time allotted and as prescribed by this Lien Agreement.

D. Failure by Owner to pay Fees described in Section I (A) (2), above, at the time required herein.

E. Filing of any proceedings or action by or against Owner to declare Owner bankrupt or to appoint a receiver or trustee for Owner or to make an assignment for the benefit of creditors or to do anything else of a similar nature or purpose under any state or federal bankruptcy or insolvency laws, if such proceedings or actions are not discharged within (60) days.

F. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within 60 days.

G. Sale of any lot shown on the Final Map prior to release of the lien created by this Lien Agreement, except as provided in subparagraph IV (B).

H. Request by Owner of issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property.

I. Breach by owner of any other term or condition of this Lien Agreement or the Subdivision Improvement Agreement or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

All References to Owner in this section shall be deemed to include Owner's successors, assignees, and transferees.

VI. City's Remedies

Upon the occurrence of any of the events described in Section V, above, City may declare a breach of this Lien Agreement by giving thirty (30) days written notice to Owner, and may, at City's option, exercise any one or more of the following remedies:

A. Pursue any or all if the remedies provided in the Subdivision Improvement Agreement;

B. Enforce this lien by appropriate action in court or as provided by law and in the event of enforcement is by action in court, the Owner agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such enforcement;

C. Estimate the cost of the work required to complete the Public Improvements and/or the installation of Subdivision Monuments, and all fees, and foreclose said lien in said amount;

D. Initiate proceedings for reversion of the real property within the land division to acreage, at the expense of the Owner, in accordance with the provisions of the Subdivision Map Act;

E. Pursue any other remedy, legal or equitable, for the foreclosure of a lien. Owner, its heirs and assigns, shall pay reasonable attorneys' fees to be taxed as cost in said proceedings.

VII. General Provisions

A. Recordation. This Lien Agreement shall be recorded by City with the County Recorder immediately following execution of this Lien Agreement indexed by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledge subordination of their interest of this Lien Agreement.

B. Contingency. This Lien Agreement shall not take effect until it has been approved by the City Council of the City of Wildomar.

C. Entire Agreement. This Lien Agreement together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written are superseded.

D. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Agreement and the intentions of the parties.

E. Governing Law. This Lien Agreement shall be governed, interpreted, construed, and enforced in accordance with laws of the State of California.

F. Headings. The captions and section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or effect construction or interpretation of any term or provision hereof.

G. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Agreement shall be valid unless the same is in writing and signed by all parties.

H. No Other Inducement. The making, execution and delivery of this Lien Agreement by the parties hereto have been induced by no representations, statements, warranties, or agreements other than those expressed herein.

I. Severability. If any term, provision, covenant, or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be effected thereby, and each term, provision, covenant, or condition of this Lien Agreement shall be valid and enforceable to the fullest extent permitted by law.

CITY OF WILDOMAR,
a Municipal Corporation
of the State of California

By: _____
GARY NORDQUIST

WILDOMAR LAND LLC,
a California limited liability company
By: Redlands Service Corporation of
Nevada
Its: Manager

By: _____
Timothy K. Whetsell, President

By: _____
Kathleen Karahalios, Secretary

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

TENTATIVE TRACT NO. 32206, BEING A SUDIVISION OF THE FOLLOWING:

THAT PORTION OF LOTS 21 AND 23 IN BLOCK "L" OF ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS SAN DIEGO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF WESLEY STREET AND THE SOUTHWESTERLY LINE OF PALOMAR STREET, AS SHOWN ON SAID MAP; THENCE SOUTH 53° 30" EAST, ON THE SOUTHWESTERLY LINE OF PALOMAR STREET, 439.56 FEET, TO THE MOST EASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN DECREE OF DISTRIBUTION, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK 655, PAGE 474 OF DEEDS, RIVERSIDE COUNTY RECORDS; THENCE SOUTH 53° 30' EAST, ON THE SOUTHWESTERLY LINE OF PALOMAR STREET, 700.8 FEET, FOR THE TRUE POINT OF BEGINNING; THENCE SOUTH 53° 30' EAST, ON THE SOUTHWESTERLY LINE OF PALOMAR STREET, 839.57 FEET TO THE POINT OF INTERSECTION WITH THE CENTER LINE OF THAT CERTAIN UNNAMED STREET, 60 FEET WIDE, LYING WESTERLY OF AND ADJOINING BLOCKS 39, 40 AND 41 OF T. FRAME'S ADDITION TO WILDOMAR, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 35 OF MAPS, SAN DIEGO COUNTY RECORDS; THENCE SOUTH 36° 30' WEST, ON THE CENTER LINE OF SAID UNNAMED STREET, 1017.06 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY, 100 FEET IN WIDTH, CONVEYED TO CALIFORNIA SOUTHERN RAILROAD COMPANY BY DEED RECORDED JUNE 27, 1882 IN BOOK 41, PAGE 344 OF DEEDS, SAN DIEGO COUNTY RECORDS; THENCE NORTHWESTERLY, ON THE NORTHEASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 841.51 FEET, MORE OR LESS, TO A POINT SOUTH 36° 30' WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 36° 30' EAST, TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION IN ANY PUBLIC STREET OR HIGHWAY;

ALSO EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL OILS AND MINERALS AND OTHER HYDROCARBON SUBSTANCES.

APN: 368-080-032-4

EXHIBIT "B"

PUBLIC IMPROVEMENTS & COSTS



**CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET
WILDOMAR 60**

PARCEL MAP OR TRACT MAP NO. Tract 32206 DATE: 1/13/2016
 PP, CU, PU, MS OR VL NO. _____ IP: 15-0042

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	\$ 3,231,214.85	\$ 3,231,000.00	\$ 1,615,500.00
* Flood Control	\$ 0.00	\$ 0.00	\$ 0.00
Water	\$ 503,870.40	\$ 504,000.00	\$ 252,000.00
	<small>EVMWD District Name</small>		
Sewer	\$ 272,448.00	\$ 272,500.00	\$ 136,250.00
	<small>EVMWD District Name</small>		
Total	\$ 4,007,533.25	\$ 4,007,500.00	\$ 2,003,750.00
Warranty Retention (10%)		\$ 400,750.00	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathematical extensions, using City's unit costs, are accurate for determining bonding costs

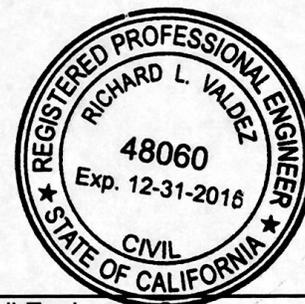
Above amounts **DO** include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

Richard Valdez
Signature

January 13, 2016
Date

Richard Valdez
Name Typed or printed

48060 12/31/2017
RCE# Exp. Date



Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

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

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Wildomar Improvement Requirement Worksheet."

2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. **100% for Flood Control items.

3. For Construction items not covered by "City of Wildomar Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If City of Wildomar Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS
WILDOMAR 60

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		ROADWAY EXCAVATION		
6,017	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 120,340.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) =		
	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 0.00
	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 0.00
	C.Y.	(c.) Import and Fill	\$ 2.80	\$ 0.00
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
84	S.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 84.00
	S.F.	Cold Plane A.C. Pavement	\$ 1.50	\$ 0.00
	S.Y.	Grinding A.C. , in place	\$ 2.00	\$ 0.00
56,280	S.F.	Remove A.C. Pavement	\$ 0.20	\$ 11,256.00
	L.F.	Remove Curb and Gutter	\$ 18.00	\$ 0.00
	L.F.	Remove A.C. Dike	\$ 3.00	\$ 0.00
	EA.	Relocate Mailbox	\$ 250.00	\$ 0.00
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
5,434	TON	Asphalt Concrete (S.F.) (144 lbs/cu.ft)	\$ 90.00	\$ 489,060.00
6,017	C.Y.	Agg Base Class II (116,103S.F.)	\$ 50.00	\$ 300,850.00
3	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (116,103S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 1,800.00
	S.F.	AC overlay (min. 0.10') (SF)	\$ 0.90	\$ 0.00
6,234	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 93,510.00
850	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 14,450.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00
710	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 8.00	\$ 5,680.00
390	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 10.00	\$ 3,900.00
	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 0.00
31,170	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 187,020.00
6,100	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 48,800.00
8,500	S.F.	10' WIDE D.G. TRAIL	\$ 1.00	\$ 8,500.00
10	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 20,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
	L.F.	Barricades	\$ 100.00	\$ 0.00
	L.F.	Metal Beam Guard Railing	\$ 35.00	\$ 0.00

UNIT COSTS 3/01/2011
FORMAT 3/01/2008

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS
WILDOMAR 60

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
7,084	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 70,840.00
	L.F.	Chain Link Fence (6')	\$ 80.00	\$ 0.00
	L.F.	Relocate Fence	\$ 12.00	\$ 0.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
5	EA.	Relocate Power Pole	\$ 10,000.00	\$ 50,000.00
26	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 130,000.00
	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 0.00
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ 0.00
	C.Y.	Cut Off Wall (Std 2')	\$ 400.00	\$ 0.00
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
	EA	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
	EA	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 6.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
80	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 3,200.00
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ 0.00
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ 0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$ 75.00	\$ 0.00
1	EA	HEADWALL 40" RCP	\$ 5,000.00	\$ 5,000.00
350	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 39,550.00
	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 115.00	\$ 0.00
430	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 153.00	\$ 65,790.00
	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 90.00	\$ 0.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 100.00	\$ 0.00
1,750	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 235.00	\$ 411,250.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 130.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	\$ 150.00	\$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
2	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 4,400.00
4	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 16,000.00
2	EA.	Catch Basin W=10'	\$ 7,800.00	\$ 15,600.00
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00

UNIT COSTS 3/01/2011
FORMAT 3/01/2008

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS
WILDOMAR 60

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
				\$ 0.00
		LANDSCAPING		\$
	S. F.	Maintenance Walk STD 113	\$ 4.00	\$ 0.00
	S. F.	Colored Stamped Concrete	\$ 10.00	\$ 0.00
70	EA	Street Trees (15 Gallon)	\$ 100.00	\$ 7,000.00
1	LS	Landscape and Irrigation	\$ 20,000.00	\$ 20,000.00
500	C.Y.	Landscape Fill Material	\$ 27.00	\$ 13,500.00
2	EA	Water Meter	\$ 7,000.00	\$ 14,000.00
2	EA	Electric Meter	\$ 10,000.00	\$ 20,000.00
			\$	\$ 0.00
		MEDIAN	\$	\$ 0.00
1,725	L.F.	A-8 Curb	\$ 12.00	\$ 20,700.00
3,435	S. F.	Maintenance Walk STD 113	\$ 4.00	\$ 13,740.00
406	SY	Remove AC Pavement	\$ 0.60	\$ 243.60
11,055	S. F.	Landscape and Irrigation	\$ 3.50	\$ 38,692.50
8,705	S. F.	Saw Cut Exist. AC Pavement	\$ 1.00	\$ 8,705.00
1,712	S. F.	Full Depth AC (2' beyond lip)	\$ 6.50	\$ 11,128.00
1	EA	Water Meter	\$ 7,000.00	\$ 7,000.00
1	EA	Electric Meter	\$ 10,000.00	\$ 10,000.00
205	C.Y.	Landscape Fill Material	\$ 27.00	\$ 5,535.00
21	EA	Street Trees (15 Gallon)	\$ 100.00	\$ 2,100.00
			\$	\$ 0.00
			\$	\$
			\$	\$ 0.00
			\$	\$
	A.	Subtotal		\$ 2,243,899.20
	B.	Administrative Contingency (% x A)		\$ 448,779.84
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	Streets/Drainage Total (A + B)		\$ 2,692,679.04
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLANS (ORD.460, SEC. 10.3E)		
	D.	20% x C		\$ 538535.81
	E.	Streets/Drainage Total (C + D)		\$ 3231214.85

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
PLANCHECK DEPOSIT CALCULATION SHEET
WILDOMAR 60

PARCEL MAP OR TRACT NO. Tract 32206

SCH: _____ DATE: Feb. 23, 2015

PP, CU, PU, MS OR VL NO. _____

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 2692679.04
II. Water (Line C from Water Improvement Calculations)	\$ 0.00
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 0.00
<u>PLAN CHECK DEPOSIT CALCULATION</u>	
A. Street/Drainage (% x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL	\$ 26926.79
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	\$ 0.00
C. Total Plan Check Deposit (A + B)	\$ 26926.79
<u>SURCHARGE FEE CALCULATION</u>	
D. Surcharge Fee (2% x C)	\$ 538.54
E. Total Plan Check Deposit and Surcharge Fee	\$ 27465.33
<u>MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS</u>	
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as shown below, then following deposit schedule will apply, otherwise pay the full deposit.	
For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum \$2,000	
For PM (Schedule H, I) - minimum \$2,000.00	
For PP/CU/PU/MS/VL - minimum \$2,000.00	
COMMENTS	



CONSTRUCTION COST ESTIMATE
FOR WATER IMPROVEMENTS

WATER IMPROVEMENTS

WO# 2015-046

Date Prepared: 12-15-2015

Project:

Prepared by:

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	LF	4" PVC Water Main	\$ 41.00	
	LF	6" PVC Water Main	45.00	
3,340	LF	8" PVC Water Main	44.00	\$ 146,960.00
	LF	12" DIP Water Main	88.00	
	LF	16" DIP Water Main	150.00	
	LF	18" DIP Water Main	180.00	
	LF	20" DIP Water Main	200.00	
	EA	4" RW Gate Valve	1,800.00	
3	EA	6" RW Gate Valve	2,000.00	\$ 6,000.00
18	EA	8" RW Gate Valve	2,200.00	\$ 39,600.00
	EA	12" Butterfly Valve	3,000.00	
	EA	16" Butterfly Valve	5,500.00	
	EA	18" Butterfly Valve	6,500.00	
	EA	20" Butterfly Valve	7,000.00	
	EA	24" Butterfly Valve	8,500.00	
	EA	Fire Hydrant (6") Super	6,500.00	
13	EA	Fire Hydrant (6") Standard	5,500.00	\$ 71,500.00
21	EA	Adjust Water Valve to Grade	350.00	\$ 7,350.00
	EA	Relocation of Blowoff	4,500.00	
60	EA	1" Water Service	1,100.00	\$ 66,000.00
	EA	1.5" Water Service	1,600.00	
	EA	2" Water Service	3,000.00	
	EA	3" Water Service	4,500.00	
5	EA	1" Air/Vac Assembly	2,500.00	\$ 12,500.00
	EA	2" Air/Vac Assembly	4,000.00	
	EA	4" Air/Vac Assembly	6,000.00	
	EA	4" Blowoff	5,000.00	
	EA	6" Blowoff	6,000.00	
	IN/LF	Steel Casing	20.00	
	EA	1" Sample Point	2,000.00	
	LS	Traffic Control	N/A	
	EA	4" DCDA	4,000.00	
	EA	6" DCDA	5,000.00	
	EA	8" DCDA	7,000.00	
	EA	10" DCDA	10,000.00	
	EA	8" Hot Tap	8,000.00	
	EA	12" Hot Tap	10,000.00	
	EA	16" Hot Tap	12,000.00	
	EA	30" Hot Tap	20,000.00	
		Subtotal		\$ 349,910.00
		20% Contingency		\$ 69,982.00
		Total		\$ 419,892.00

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.

2. Unit prices are **ADDITIONAL 20% FOR UNSIGNED PLANS = \$419,892 X 1.2 = \$503,870.40** excavation through rock formations or extra depth occur.



City of Wildomar
Monument Security Estimate Worksheet

Parcel Map/Tract Map No: Tract 32206
 PP, CU, PU, MS OR VL No: _____
 Map Schedule: A

Date: 12/3/2015
 City Project No: 15-0042

Schedule "A" through "H" Maps			
Drive Time Hours to Map	Net Work Time Hours per Day	Cost per Day 10-hour Day	Cost per Monument
0.5	9	\$2,500.00*	\$300
1	8		\$342
1.5	7		\$400
2	6		\$478
Schedule "I" Maps			
Drive Time Hours to Map	Net Work Time Hours per Day	Cost per Day 10-hour Day	Cost per Monument
0.5	9	\$2,500.00*	\$600
1	8		\$685
1.5	7		\$800
2	6		\$960

Notes: *Based on a crew of one Registered Principal Engineering Technician and one Senior Engineering Technician

Total Monuments to Be Bonded 140

Cost Per Monument: \$342

Subtotal 1 (Total Monuments x Cost per Monument): \$ 47,880.00

Engineer's/Surveyor's Estimate for Preparing Centerline Tie-Sheets: \$ 1,000.00

Subtotal 2 (Subtotal 1 + Centerline Tie-Sheet Estimate): \$ 48,880.00

Total Security Amount (Subtotal 2 x 120%): \$ 58,500.00

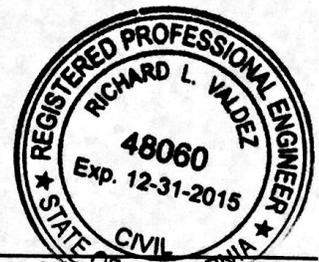
(total rounded to the nearest \$500)

RICHARD VALDEZ
 Signature

12/3/15
 Date

RICHARD VALDEZ
 Name (type or printed)

48060
 RCE/PLS No. Expiration Date



Engineer's/Surveyor's Stamp

Insert Project Name - Insert Project No.

ATTACHMENT C

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of February, 2016 , by and between Wildomar Land LLC, a California limited liability company (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as Tentative Tract Map 32206 (Assessor's Parcel Number 368-080-032), (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Tract 32206, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, requires Landowner to prepare and implement a City-approved Water Quality Management Plan (the "WQMP") that provides for stormwater quality treatment within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities called for by the WQMP on the Property (the "Facilities"); and

WHEREAS, Landowner intends to annex the Property into the City's Community Facilities District No. 2013-1 (Services) (the "CFD") for the purposes of having the City maintain and inspect one or more of the Facilities.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.
3. Upon the completion of the annexation of all or a portion of the Property into the CFD and upon the commencement of CFD services for the development, Landowner's obligation to maintain the Facilities specified in the annexation proceedings and resolutions as being maintained through the CFD (the "CFD Maintained Facilities") shall cease. If the Property is subsequently deannexed or otherwise removed from the CFD then the Landowner, its successors and assigns, including any homeowners association, shall resume all of the obligations of this agreement, including but not limited to the duty to maintain and inspect, with respect to the CFD Maintained Facilities.

4. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report. This section does not apply to any CFD Maintained Facilities.

5. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary. This section does not apply to any CFD Maintained Facilities.

6. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. This section does not apply to any CFD Maintained Facilities.

7. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule. This section does not apply to any CFD Maintained Facilities.

8. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

9. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

10. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. Landowner shall be fully and completely released for all obligations and liabilities with respect to this Agreement and the related Facilities upon the sale or transfer of all of its right, title and interest in the Property, at which time the purchaser or transferee shall assume all obligations and liabilities with respect to this Agreement.

WITNESS the following signatures and seals:

WILDOMAR LAND LLC,
a California limited liability company
By: Redlands Service Corporation of Nevada
Its: Manager

(Seal)

By: _____
Name: Timothy K. Whetsell
Title: President

By: _____
Name: Kathleen Karahalios
Title: Secretary

RECORD OWNERS (MUST BE NOTARIZED)

CITY OF WILDOMAR

Gary Nordquist
City Manager

Date

ATTEST

Debbie A. Lee
City Clerk

Date

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.9
CONSENT CALENDAR
Meeting Date: February 10, 2016

TO: Mayor and City Council Members
FROM: Dan York, Assistant City Manager
PREPARED BY: Matt Bennett, Deputy City Engineer
SUBJECT: Hidden Springs Traffic Signal Modification Project (CIP 017)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution entitled:

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, TO ACCEPT THE HIDDEN SPRINGS TRAFFIC SIGNAL
MODIFICATION PROJECT (CIP 017) AS COMPLETE, AND AUTHORIZING STAFF
TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE
COUNTY RECORDER

BACKGROUND:

The City Council awarded a contract on September 23, 2015 to PTM General Engineering Services Inc. for \$35,935.00. The Hidden Springs Traffic Signal Modification (CIP 017) work under the contract has been completed on time and to the satisfaction of the inspector.

The Project included traffic signal modification to include left turn phasing, and pedestrian improvements consisting of installation of upgraded ADA-compliant ramp at the northwest corner of Clinton Keith Road/ Hidden Springs Road intersection in the City of Wildomar. Attached for reference is a site map. The original contract amount was for \$35,935.00.

PTM General Engineering Services Inc. has since completed all work required by the contract, and the project is ready for acceptance and filing of the Notice of Completion (NOC). If no liens or claims have been filed within 30 days of filing the NOC with the Riverside County Recorder, the City will release all retained funds and any additional remaining amount(s) due to PTM General Engineering Services Inc.

DISCUSSION:

The original contract price was for \$35,935.00. After contract award and during construction, staff identified changes to the project scope and contract documents were necessary to implement City directed changes to the design and to adjust the contract document to match existing field conditions. The total contract amount with all change orders is now \$36,110.00. This amount is within the project budget, and no additional funding is needed.

FISCAL IMPACTS:

Funds in the amount of \$11,000 Measure A funds and a \$99,000 STP/ HSIP Federal Grant were allocated for the Hidden Springs Traffic Signal Modification Project. The City has not received and processed all final invoices for construction management and inspection, but the final cost for this project is estimated to be \$43,500. As a result, the City can deliver Hidden Springs Traffic Signal Modification Project without additional investment of local revenue sources.

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- A. Resolution
- B. Project Site Map
- C. Notice of Completion Hidden Springs Traffic Signal Project

ATTACHMENT A

RESOLUTION NO. 2016 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, TO ACCEPT THE HIDDEN SPRINGS TRAFFIC SIGNAL
MODIFICATION PROJECT (CIP 017) AS COMPLETE, AND AUTHORIZING
STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE
RIVERSIDE COUNTY RECORDER**

WHEREAS, on September 23, 2015, the City Council authorized the award of a construction contract to PTM General Engineering Services, Inc. to construct the Hidden Springs Traffic Signal Modification Project; and

WHEREAS, PTM General Engineering Services, Inc. has completed the work in accordance with the contract documents for the Project; and

WHEREAS, if no liens or claims have been filed within 30 days of filing the Notice of Completion, the retained payment funds and any remaining amount due will be released to PTM General Engineering Services, Inc.

NOW THEREFORE, BE IT RESOLVED, that:

1. The Project is accepted as complete; and
2. The City Engineer is authorized to prepare a Notice of Completion and the City Clerk is authorized to file a Notice of Completion with the Riverside County Recorder

PASSED, APPROVED, AND ADOPTED this 10th day of February, 2016

Bridgette Moore
Mayor

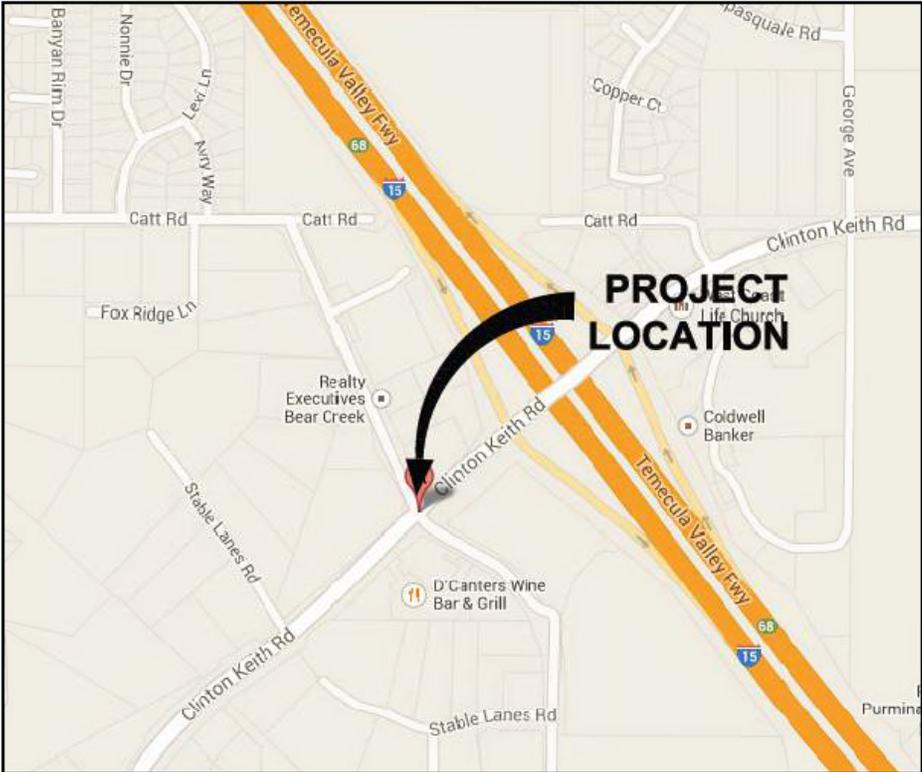
APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

ATTACHMENT B



ATTACHMENT C

NO FEE DOCUMENT

Government Code §6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF WILDOMAR

23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attn: City Clerk

The Above Space For Recorder's Use Only

NOTICE OF COMPLETION
Civil Code 3093

1. Prime Contractor: PTM General Engineering Services Inc.
2. Project Name: Hidden Springs Traffic Signal Modification Project (CIP 017)
3. Date of Completion (Acceptance): February 10th, 2016
4. Description of Work or Materials Furnished: Modified existing traffic signals to include left turn phasing, and pedestrian improvements consisting of installation of upgraded ADA compliant ramp at the northwest corner of Clinton Keith Road/ Hidden Springs Road intersection.
5. Site Location: Intersection of Clinton Keith Road and Hidden Springs Road within the City of Wildomar.
6. Owner's Property Interest in Site is: Owner
7. Owner: City of Wildomar, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595

City of Wildomar:

Dated: _____

Dan York
Assistant City Manager/ City Engineer/
Director of Public Works

Verification

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read said notice and know the contents thereof, and the facts stated therein are true of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Wildomar, California, this ____ day of February, 2016.

City of Wildomar:

Dan York
Assistant City Manager/ City Engineer/
Director of Public Works

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.10
CONSENT CALENDAR
Meeting Date: February 10, 2016

TO: Mayor and City Council Members
FROM: James Riley, Finance Director
SUBJECT: Statement of Investment Policy FY15-16

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING STATEMENT OF INVESTMENT POLICY

BACKGROUND/DISCUSSION

Pursuant to California Government Code Sections 53600 and 53630 et seq. and 53646, the City of Wildomar must adopt an annual investment policy by resolution.

The Statement of Investment Policy sets forth policies which shall govern the investment of the City's funds. It will be used by the City's Finance Director and other City Officials and Staff, as well as all other third-party providers of investment or investment-related services. Its purpose is to direct the prudent investment and protection of the City's funds and investment portfolio.

FISCAL IMPACTS:

None.

Submitted by:
James R. Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Resolution No. 2016 - _____
Statement of Investment Policy

RESOLUTION NO. 2016 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
ADOPTING STATEMENT OF INVESTMENT POLICY**

WHEREAS, the City Council of the City of Wildomar ("City") has established a Statement of Investment Policy to set forth and identify policies of the City Council which may not otherwise be established in ordinances of the City, or which are restated to further amplify existing City policy; and

WHEREAS, all policies included in the Statement of Investment Policy are adopted by resolution; and

WHEREAS, the City Council wishes to adopt its Statement of Investment Policy; and

WHEREAS, such policy will provide for the safety of City investments, and secondarily ensure liquidity and yield, and

WHEREAS, such policy will enforce strict investment guidelines with regards to investments, external portfolio managers, and capital wherewithal of brokering firms.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council approves the adoption of the "Statement of Investment Policy" as attached hereto as Exhibit "A",

SECTION 2. This policy will take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 10th day of February, 2016.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR

STATEMENT OF INVESTMENT POLICY

I. INTRODUCTION

The City Council of the City of Wildomar (the “City”) and its subsidiary district, the Wildomar Cemetery District, recognizes its responsibility to prudently direct the investment of the City’s funds on behalf of the City’s existing and future residents. The City Council further recognizes that the City’s investment assets are essential to the City’s financial strength, the effective implementation of long range financial plans, and ultimately its ability to respond to the needs of the community.

The investment policies and practices of the City of Wildomar take into consideration that California statutes authorize the City of Wildomar to finance acquisition or construction of various projects and capital assets through the issuance and sale of municipal securities, including but not limited to general obligation bonds and revenue bonds. Depending on the type and the authority for the issuance and sale of the bond, the City’s general fund and/or certain sources of city revenue may be pledged as security for the bonds. The bonding and the resulting security interest in city funds and revenue may supercede all or portions of this Policy.

This Statement sets forth policies which shall govern the investment of the City’s funds. It will be used by the City’s Finance Director and other City officials and staff, as well as all other third-party providers of investment or investment-related services. Its purpose is to direct the prudent investment and protection of the City’s funds and investment portfolio.

II. POLICY

It is the policy of the City to invest public funds in a manner which will provide the highest investment return with maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

III. SCOPE

This Investment Policy applies to all financial assets of the City of Wildomar. The following funds are covered by this Investment Policy and are accounted for in the City’s Comprehensive Annual Financial Report:

- A) General Fund
- B) Special Revenue Funds
- C) Debt Service Funds

- D) Capital Project Funds
- E) Enterprise Funds
- F) Internal Services Funds
- G) Trust and Agency Funds
- H) Any new funds created by the City Council

IV. PRUDENCE

Investments shall be made in the context of the "Prudent Investor" standard pursuant to Government Code Section 53600.3 which states in relevant part that:

"When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

Investments shall be made with judgment and care under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived.

All investments purchased shall have daily liquidity or a final stated maturity date, upon which the full principal value of the security will be received. Although the investment will mature at full principal value, it is recognized that the market will vary throughout the life of the security. In a diversified portfolio it must be further recognized that occasional measured losses are inevitable due to economic, bond market, or individual security credit analysis. These occasional losses must be evaluated and considered within the context of the overall return.

The "Prudent Investor" standard shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

V. OBJECTIVE

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, which enables the City to invest its funds to the fullest extent possible. The objective of the investment portfolio is to meet the short- and long-term cash flow demands of the City. To achieve this objective, the portfolio will be structured to provide safety of principal and liquidity, while attempting to receive the highest yield obtainable.

A. Safety of Principal

Safety of principal is the foremost objective of the City of Wildomar. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker-dealer default or erosion of market value. To attain this objective, the City will diversify its investments by investing funds among a variety of securities and approved financial institutions. The City shall seek to preserve principal by mitigating the two types of risk in order of importance: credit risk and market risk.

1. **Credit Risk** Credit risk, defined as the risk of loss due to failure of an issuer of a security, shall be mitigated by purchasing U.S. Treasuries or high grade securities. All investments beyond Treasury securities will be diversified so that the failure of any one issuer would not unduly harm the City's cash flow. Credit risk shall also be mitigated by prequalifying financial institutions, broker/dealers, intermediaries and advisors with which the City does business. Investments must be limited to securities backed by the full faith and credit of: (1) the federal government, (2) other governmental agencies, or (3) agencies and institutions with collateral, including assets and insurance, assuring similar risk.
2. **Market or Interest Rate Risk** Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by structuring the Funds so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and by investing operating funds primarily in shorter-term securities. The cash flow is updated on a daily basis and will be considered prior to the investment of securities, which will reduce the necessity to sell investments for liquidity purposes. Long-term securities shall not be purchased for the sole purpose of short-term speculation. Securities shall not be sold prior to maturity with the following exceptions, 1) a security whose credit declines or is expected to decline may be sold IF there is a reasonable expectation that the prompt payment of principal and interest becomes unlikely. A temporary or modest decline in a securities; credit rating should not in and of itself trigger a liquidation , 2) a security swap would improve the quality, yield, or target duration in the portfolio, or 3) liquidity needs of the portfolio require that the security be sold. The weighted average maturity of the funds will be limited to three years or less. Purchases of investments will be restricted to securities with a final stated maturity not to exceed five (5) years.

B. Liquidity

This refers to the ability to "cash in" at any moment in time with a minimal chance of losing some portion of principal or accrued interest. Liquidity is an important quality especially when the need for unexpected funds occurs. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

C. Return On Investments

The City's investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. A benchmark does not imply that the Assistant City Manager will add additional risk to the portfolio in order to attain or exceed the benchmark.

VI. DELEGATION OF AUTHORITY

The City of Wildomar Resolution No.08-68 delegates investment authority to the Finance Director. It further authorizes the Finance Director to invest or deposit the City's funds in accordance with California Government Code Sections 53600 and 53630 et seq. and all related State and Federal laws.

In the Finance Director's absence, and subject to City Council approval, the Finance Director may assign investment responsibilities to the City Manager. The Finance Director will provide prior written notification to the City Manager and the City Council regarding the assignment of responsibilities. In the event that the Finance Director is unable to assign responsibility, the City Manager may select a designee. In addition, at the discretion of the Finance Director, cash monitoring and investment responsibilities can be assigned to a designated assistant and a surety bond will be obtained by the City for said assistant.

The responsibility for establishing, monitoring and maintaining a strong system of investment controls and directing an independent audit of the investment function is delegated to the City Manager. The City Manager's designee(s) may assist in carrying out these functions.

The City Council's primary responsibilities over the investment function include establishing investment policies, annually reviewing such policies, reviewing monthly investment reports issued by the Finance Director and authorizing any deviations from the City's Investment Policy.

VII. ETHICS AND CONFLICTS OF INTEREST

The Finance Director and other employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. The Finance Director and investment employees shall disclose any material interests in financial institutions with which they conduct business within their jurisdiction. They shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio and shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City. The Finance Director and investment employees are required to file annual disclosure statements as required by the Fair Political Practices Commission (FPPC). During the course of the year, if there is an event subject to disclosure that could impair the ability of the Finance Director or investment employees to make impartial decisions, the City Council will be notified in writing within 10 days of the event.

VIII. QUALIFIED DEALERS

The City shall transact investments only with banks, savings and loans, investment security dealers and the State of California Local Agency Investment Fund. The purchase by the City of any investment, other than those purchased directly from the issuer, shall be purchased directly from an institution licensed by the State as a broker/dealer, as defined in Section 25004 of the Corporations Code, who is a member of the National Association of Securities Dealers, or a member of a Federally regulated securities exchange, a National or State Chartered Bank, a Federal or Savings Association, or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank. Exceptions to this rule will be made only after thorough research and documented confirmation of financial strength and reputation and after approval by the City Manager. Investment staff shall investigate dealers who wish to do business with the City in order to determine if they are adequately capitalized, market securities appropriate to the City's needs, and are recommended by managers of portfolios similar to the City's.

The City shall at least annually send a copy of the current investment policy to all dealers approved to do business with the City. Confirmation of receipt of this policy shall be considered as evidence that the dealer understands the City's investment policies, and intends to show the City only appropriate investments.

IX. AUTHORIZED AND SUITABLE INVESTMENTS

The investments set forth in this section are authorized investments pursuant to Section 53601 et seq. of the Government Code and are authorized investments for the City subject, however, to the prohibitions set forth in Section X of this Investment Policy.

A. Securities of the U.S. Government

U.S. Treasury Bills – issued by the U.S. Treasury and are available in maturities out to one year. They are non-interest bearing and sold on a discount basis. The face amount is paid at maturity.

U.S. Treasury Notes – issued by the U.S. Treasury with maturities from two to ten years. They are issued in coupon form and many issues are also available in registered form. Interest is payable at six month intervals until maturity.

U.S. Treasury Bonds – issued by the U.S. Treasury with maturities of ten years to thirty years. The City may purchase the interest and/or principal of a U.S. Treasury Bond. A principal only instrument is commonly called a “stripped” or “zero” coupon. Stripped coupons are sold at a discount basis. The face amount is paid at maturity.

B. Securities of U.S. Government Agencies

The capital of U.S. government agencies was initially financed by the United States Treasury. But as they have grown and operated profitably over the years, the Treasury’s investment has been replaced in a large measure by private capital. At present, obligations of only a few agencies are backed by the full faith and credit of the U.S. Government. The obligations of all the federal agencies described in the following sections are not guaranteed by the U.S. Government with the exception of Government National Mortgage Association (GNMA), but are considered to be investments of the highest quality.

Federal National Mortgage Association – (Fannie Mae) a quasi public corporation created by an act of Congress to assist the home mortgage market by purchasing mortgages insured by the Federal Housing Administration and the Farmers Home Administration, as well as those guaranteed by the Veterans Administration. Fannie Mae issues Notes and Bonds and there is a strong secondary market in these securities. A secondary market means these instruments are actively traded, they are bought and sold daily. Bonds are issued for 15 and 30 year maturities with interest paid semi-annually. Interest is computed on a 30/360 day basis. Notes are issued with maturities of less than one year with interest paid at maturity.

Government National Mortgage Association – (Ginnie Mae) a wholly owned corporation instrumentality of the United States within the Department of Housing and Urban Development. A certificate collateralized by FHA/VA residential mortgages represents a share in a pool of FHA or VA mortgages.

Ginnie Mae's are registered securities. Original maturities range from 12 to 30 years with a 7 to 12 year assumed average life. (Assumed average life is due to prepayments of mortgages). Principal and interest are paid monthly and sent directly from the issuer of the pool, usually a mortgage banker, to the City.

Federal Home Loan Banks – (FHLB) provide credit to member lending institutions such as savings and loan associations, cooperative banks, insurance companies and savings banks. The agency offers bonds in the public market with maturities of 1 to 10 years. These bonds are usually offered on a quarterly basis depending on the current demands of the housing industry. Interest is paid semi-annually on a 30/360 day basis.

Federal Farm Credit Banks – debt instruments issued to meet the financial needs of farmers and the national agricultural industry, these issues enjoy an established secondary market. Discount notes are issued monthly with 6 and 9 month maturities. Longer term debentures (2-5 years) are also issued. Discount notes pay interest at maturity. Debentures pay interest semi-annually on a 30/360 day basis.

Federal Home Loan Mortgage Corporation – (Freddie Macs) A publicly held government-sponsored enterprise created in 1970 pursuant to the Federal Home Loan Mortgage Corporation Act, Title III of the Emergency Home Finance Act of 1970, as amended. Freddie Mac's statutory mission is to provide stability in the secondary market for home mortgages, to respond appropriately to the private capital market and to provide ongoing assistance to the secondary market for home mortgages by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for home mortgage financing. Maturity can be from 1 to 30 years. These loans can be either set at a fixed rate or a variable rate.

C. **Bonds**

City Bonds – Bonds issued by the city, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the City or by a department, board, agency, or authority of the City.

State Bonds – Registered state warrants or treasury notes or bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.

Municipal Bonds – Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California and any of the other 49 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

D. Time Deposits and Certificates of Deposit

Time Deposits are placed with commercial banks and savings and loan agencies. A time deposit is a receipt for funds deposited in a financial institution for a specified period of time at a specified rate of interest. Deposits of \$250,000 (referred to as Jumbo C.D.'s) per institution are insured by the government and Certificates of Deposit can be supported by either 110% U.S. Government agency notes or 150% mortgages currently held by the bank or savings and loan. Purchases of negotiable certificates of deposit may not exceed 30 percent of the City's surplus money to be invested. Generally the time is 3 months to 2 years. Denominations can be any agreed upon amount and interest is normally calculated using actual number of days on a 360-day year and paid monthly. An institution must maintain a net worth to asset ratio of at least 3% and a positive earnings record, must be in compliance with the Financial Institution Reform Act (FIRREA) capital ratio requirements for risk-based, tangible, and core capital, and the institution must make available a current Federal Deposit Insurance Corporation (FDIC) call report or a Federal Home Loan Bank (FHLB) report. A call report presents the financial condition of the institution to the agency with oversight responsibility of that institution.

E. Negotiable Certificates of Deposit

Negotiable Certificates of Deposit are a form of Certificate of Deposit which has been an important money market instrument since 1961 when commercial banks began issuing them and a secondary market developed to provide liquidity. They are supported only by the strength of the institution from which they are purchased. Negotiable Certificates of Deposit may not exceed 30% of the City's surplus funds to be invested. Maturities range from 3 months to 2 years and are generally issued in blocks of \$1 million, \$5 million, \$10 million, etc. Interest is paid semi-annually computed on a 30/360 day basis.

F. Bankers Acceptance Notes

As a money market instrument, this note is an attractive short-term investment. When a bank "accepts" such a time draft, it becomes, in effect, a predated certified check payable to the bearer at some future, specified date. Purchases of bankers acceptances may not exceed 180 days maturity or 40 percent of the City's surplus money that may be invested pursuant to this section. In addition, no more than 30 percent of the City's surplus funds may be invested in the bankers' acceptances of any one commercial bank pursuant to this section.

G. Commercial Paper

Commercial paper is the trade name applied to unsecured promissory notes issued by finance and industrial companies to raise funds on a short term basis. Commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by a nationally recognized statistical rating organization (NRSRO). Eligible

paper is further limited to issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000) and having an “A” or higher rating for the issuer’s debt, other than commercial paper, if any, as provided for by the NRSRO. Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation. Purchases of commercial paper may not exceed 25 percent of the City’s surplus money that may be invested pursuant to this section.

H. Repurchase Agreement

Investments in repurchase agreements are allowable but must comply with current Government code and a Master Repurchase Agreement must be signed with the bank or dealer.

Closely associated with the functioning of the Federal funds market is the negotiation of repurchase agreements. Banks may buy temporarily idle funds from a customer by selling U.S. Government or other securities with the contractual agreement to repurchase the same security on a future date determined by the negotiation. For the use of funds, the customer receives an interest payment from the bank; the interest rate reflects both the prevailing demand for Federal funds and the maturity of the “repo”. Repurchase agreements are usually executed for \$100,000 or more. The City will require physical delivery of the securities backing the “repo” to its safekeeping agent. The issuing institution must transfer on an ongoing basis sufficient securities to compensate for changing market conditions and to insure that adequate collateral is maintained in the City’s safekeeping account. Repurchase agreements shall only be made with primary dealers of the Federal Reserve Bank of New York, the market value of securities that underlay the agreement must be valued at 102 percent or greater of the funds borrowed against those securities, and the value shall be adjusted no less than quarterly. Purchases of repurchase agreements may not exceed 20 percent of the City’s surplus money to be invested. Generally, maturities range from 1 to 92 days (may not exceed 92 days) with interest paid at maturity.

I. Mutual Funds

Money Market Mutual Funds are another authorized investment allowing the City to maintain liquidity, receive competitive money market rates and remain diversified in pooled investments.

Mutual Funds are referred to in the California Government Code Section 53601 as “shares of beneficial interests issued by diversified management companies.” The Mutual Fund must be restricted by its by-laws to the same investments allowed to the local agency. These investments are Treasury issues, Agency issues, Bankers Acceptances, Commercial Paper, Certificates of Deposit and Negotiable Certificates of Deposit. The quality rating and percentage restrictions in each investment category applicable to the local agency also applies to the Mutual Fund.

The purchase price of shares of the mutual fund shall not include any sales commission. Investments in mutual funds shall not exceed 20 percent of the City's surplus money. However, no more than 10 percent of the City's funds may be invested in shares of beneficial interest of any one mutual fund.

J. Local Agency Investment Fund

The Local Agency Investment Fund (LAIF) of the State of California offers high liquidity because deposits can be wired to the City checking account in twenty-four hours. Interest is compounded on a daily basis.

LAIF is a special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$50,000,000 for any agency. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time of the deposit. Interest is paid quarterly and deposited directly into the account on the 15th day of the month following the close of the quarter. The State keeps an amount for the reasonable costs of administration, not to exceed one-half of one percent of the gross earnings.

Interest rates are fairly high because of the pooling of the State surplus cash with the surplus cash deposited by local governments. This creates a multibillion-dollar money pool and allows diversified investments. In a high interest rate market, the City may produce higher yields than LAIF can, but in times of low interest rates, LAIF yields are generally higher.

K. Joint Powers Authority Investment Pools

Joint Powers Authority Investment Pools are organized pursuant to Section 6509.7 of the Government Code that invests in the securities and obligations under Sections 53601 of the California Government Code. To be eligible for City investments, the joint powers authority issuing the shares shall have retained an investment adviser that is registered or exempt from registration with the Securities and Exchange Commission, the adviser has not less than five years of experience investing in the securities and obligations authorized in under Section 53601 and the adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

X. PROHIBITED INVESTMENTS AND TRANSACTIONS

Investments not described herein, including, but not limited to range notes, reverse repurchase agreements, zero coupon bonds, inverse floaters, common stocks, futures, options, mortgage-derived, interest-only strips and derivatives are prohibited from use in the City's investment portfolio.

The City shall not engage in securities lending, short selling or other hedging strategies. The City shall not purchase or sell securities on margin.

XI. COLLATERALIZATION

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. Deposits of \$250,000 per institution are insured by the FDIC and Certificates of Deposit can be supported by either 110% U.S. Government agency notes or 150% mortgages currently held by the bank or savings and loan.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution is granted.

The City chooses to limit collateral to the following: Repurchase Agreements, Time Deposits and Certificates of Deposit.

XII. SAFEKEEPING AND CUSTODY

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment basis. Securities will be held by a third party custodial designated by the Finance Director and evidenced by safekeeping receipts.

XIII. DIVERSIFICATION

The City operates its investment pool with many State and self-imposed constraints. It does not buy stocks and it does not speculate. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities.

The City will diversify its investments by security type, institution and maturity/call dates. With the exception of U.S. Treasury securities and authorized pools, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution.

XIV. MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase.

Reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

XV. INTERNAL CONTROL

The Finance Director shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with the City's Investment Policy and for establishing internal controls that are designed to prevent losses due to fraud, negligence, and third-party misrepresentation.

Internal controls deemed most important shall include (but not limited to): avoidance of collusion; separation of duties and administrative controls; separating transaction authority from accounting and record keeping; custodial safekeeping; clear delegation of authority; management approval and review of investment transactions; specific limitations regarding securities losses and remedial action; written confirmation of telephone transactions; documentation of investment transactions and strategies; and monitoring of results.

XVI. PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

The City's investment strategy is passive. Passive investment portfolio management generally indicates that the Finance Director will purchase an instrument and hold it through to call or maturity, and then reinvest the monies. Although the City's investment strategy is passive, this will not restrict the Finance Director from evaluating when swaps are appropriate or if the sale of an instrument is prudent prior to final maturity. Given this strategy, the basis used by the Finance Director to determine whether market yields are being achieved shall be the Local Agency Investment Funds (LAIF).

XVII. REPORTING

The Finance Director shall provide the City Council monthly investment reports which provide a clear picture of the status of the current investment portfolio. The management report shall include the type of investments, the issuers, maturity dates, par values, and the current market values of each component of the portfolio, including funds managed for the City by third party safekeeping custodians. The report will also include the source of the portfolio valuation. As specified in California Government Code Section 53646 (e), if all funds are placed in LAIF or FDIC-insured accounts, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that the City will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b)(3).

The Finance Director shall maintain a complete and timely record of all investment transactions.

XVIII. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted annually by resolution of the City Council. The policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.11
CONSENT CALENDAR
Meeting Date: February 10, 2016

TO: Mayor and Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Second Reading – Ordinance No. 115 Levying Special Taxes Within Community Facilities District No. 2013-1 (Services)

STAFF REPORT

RECOMMENDATION: Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 115
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

BACKGROUND:

The City Council approved the first reading of Ordinance No. 115 at the January 13, 2016 City Council meeting. At this time it would be appropriate for the City Council to adopt Ordinance No. 115.

FISCAL IMPACT

The individual property owners in the CFD will be responsible for annual payments of special taxes.

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

Approved by:
Gary Nordquist
City Manager

Attachments:

A. Ordinance No. 115

ORDINANCE NO. 115

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, LEVYING SPECIAL TAXES
WITHIN COMMUNITY FACILITIES DISTRICT NO. 2013-1
(SERVICES)**

WHEREAS, on February 12, 2014, the City Council of the City of Wildomar adopted Resolution No. 2014-07 declaring its intention to establish a Community Facilities District and to authorize the levy of special taxes” stating its intention to establish the City of Wildomar Community Facilities District No. 2013-1 (Services) (the “Community Facilities District”), pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”), to finance certain Community Facilities (the “Facilities”);

WHEREAS, on March 12, 2014, the City Council held a noticed public hearing on the establishment of the Community Facilities District, as required by the Act, and adopted Resolutions No. 2014-09 forming the Community Facilities District, authorizing the levy of special taxes within the Community Facilities District, and calling a special election within the Community Facilities District on the proposition of levying a special tax within the Community Facilities District (the “Resolution of Formation”) and Resolution No. 2014-10 declaring the results of the special election.

NOW, THEREFORE, the City Council of the City of Wildomar ordains as follows:

SECTION 1. By the passage of this Ordinance, the City Council hereby authorizes and levies special taxes within the Community Facilities District pursuant to Sections 53328 and 53340 of the Act, at the rate and in accordance with the method of apportionment set forth in the Rate and Method of Apportionment approved in the Resolution of Formation, and in any subsequent Rates and Methods of Apportionment approved for territories annexed into the Community Facilities District (the “Rates and Methods of Apportionment”). The special taxes are hereby levied commencing in fiscal year 2015-16 and in each fiscal year thereafter.

SECTION 2. The Public Works Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the Community Facilities District, in the manner and as provided in the Rates and Methods of Apportionment.

SECTION 3. Properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes, to the extent set forth in the Rates and Methods of Apportionment. In no event shall the special taxes be levied on any parcel within the District in excess of the maximum tax specified in the Rates and Methods of Apportionment.

SECTION 4. All of the collections of the special tax shall be used as provided for in the Act, the Rates and Methods of Apportionment and the Resolution of Formation.

SECTION 5. The special taxes shall be collected from time to time as necessary to meet the financial obligations of the Community Facilities District on the secured real property tax roll in the same manner as ordinary *ad valorem* taxes are collected. The special taxes shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for *ad valorem* taxes. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Riverside and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at the times necessary to satisfy the financial obligations of the Community Facilities District in each fiscal year.

Notwithstanding the foregoing, the Finance Director of the City may collect one or more installments of the special taxes by means of direct billing by the Community Facilities District of the property owners within the Community Facilities District if, in the judgment of the Finance Director, such means of collection will reduce the burden of administering the Community Facilities District or is otherwise appropriate in the circumstances. In such event, the special taxes shall become delinquent if not paid when due as set forth in any such respective billing to the property owners.

SECTION 6. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance and each and every provision hereof, irrespective of the fact that any one or more of said sections, subsections, sentences, clauses, phrases or words may be declared invalid.

SECTION 7. The City clerk shall certify to the passage of this Ordinance; shall enter the same in the book of original Ordinances of the City; shall make a minute of the passage and adoption thereof in the record of the proceedings of the City Council at which the same is passed and adopted; and shall, within 15 days after the passage and adoption hereof, cause a summary thereof to be published in a newspaper of general

circulation, as defined in Government Code Section 6008, for the City of Wildomar. This Ordinance shall take effect 30 days after its adoption.

PASSED, APPROVED AND ADOPTED this 10th day of February, 2016.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.3
PUBLIC HEARING
Meeting Date: February 10, 2016

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: Organic Waste Recycling Program

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA ADOPTING AN ORGANIC WASTE RECYLCING
PROGRAM FOR THE PORTION OF THE CITY WEST OF INTERSTATE
15

2. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA ADOPTING AN ORGANIC WASTE RECYLCING
PROGRAM FOR THE PORTION OF THE CITY EAST OF INTERSTATE
15

DISCUSSION:

AB 1826 added a new Chapter 12.9 regarding organic waste recycling to the Integrated Waste Management Act (Public Resources Code section 40000 et seq.), effective January 1, 2015. AB 1826 phases in mandatory recycling of “organic waste” (defined as “food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste”) for “businesses” (defined as “a commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity, or a multifamily residential dwelling”). Specifically, AB 1826 imposes the following schedule for mandatory organic waste recycling:

- April 1, 2016 - a business that generates eight cubic yards or more of organic waste per week shall arrange for organic waste recycling services.
- January 1, 2017 - a business that generates four cubic yards or more of organic waste per week shall arrange for organic waste recycling services.
- January 1, 2019 - a business that generates four cubic yards or more of commercial solid waste per week shall arrange for organic waste recycling services.
- January 1, 2020 - if the CalRecycle determines that statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during 2014, a business that generates two cubic yards or more per week of commercial solid waste shall arrange for organic waste recycling services, unless the department determines that this requirement will not result in significant additional reductions of organics disposal.

In addition, AB 1826 requires local jurisdictions to adopt an organic waste recycling program “that is appropriate for that jurisdiction and designed specifically to divert organic waste generated by businesses” that are required by AB 1826 to implement organic waste recycling. The Program may implement commercial organic waste recycling through a policy, ordinance and/or franchise.

The City has awarded Waste Management and CR&R exclusive franchises to provide solid waste collection and disposal services in the portions of the City east of Interstate 15 and west of Interstate 15, respectively. The franchise agreements grant the franchisees the exclusive right to collect “solid waste” from residential and non-residential customers in their service areas. Solid waste is defined in the franchise agreement to include food waste and paper waste, both of which are considered to be “organic waste” under AB 1826. The franchise agreements also grant the franchisees the exclusive right to collect “recyclable materials” from commercial and industrial customers “to the extent provided for in state or federal law.” Recyclable materials is defined to include green waste, which is also “organic waste” under AB 1826. The franchise agreements require the franchisees to comply with the requirements of the Integrated Waste Management Act, including diversion requirements.

These resolutions would satisfy the City’s obligation under AB 1826 to adopt an organic waste recycling program, and anticipates that both franchisees will work with the City in complying with AB 1826. Both franchisees have met with the Franchise Subcommittee and presented their plans for implementing AB 1826 within their service areas and have indicated that they are already in the process of identifying the customers that may be required to recycle organic waste under AB 1826 and working with those customers to ensure compliance with the law. These resolutions also require the franchisees to provide education and outreach to businesses required to recycle organic waste and monitor their compliance with AB 1826, which is consistent with the compliance plans presented by both franchisees to the Subcommittee.

The first phase of mandatory organic waste recycling commencing on April 1, 2016 only applies to businesses that generate 8 cubic yards of organic waste per week, which is the equivalent of an area 12 feet wide by 3 feet tall by 6 feet deep. This is a very large volume of organic waste, and at this time both franchisees anticipate that very few customers within their respective service areas will be required by AB 1826 to recycle organic waste.

FISCAL IMPACT:

The adoption of these resolutions will have no fiscal impact on the City.

Submitted & Approved By:

Gary Nordquist

City Manager

ATTACHMENTS:

Resolution No. 2016-_____

Resolution No. 2016-_____

RESOLUTION NO. ____-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF WILDOMAR, CALIFORNIA
ADOPTING AN ORGANIC WASTE
RECYCLING PROGRAM FOR THE PORTION
OF THE CITY WEST OF INTERSTATE 15**

WHEREAS, AB 1826 amended the Integrated Waste Management Act (Public Resources Code § 40000 et seq.) to add a new Chapter 12.9 to the Act imposing regulations applicable to the recycling of organic waste; and

WHEREAS, the City has entered into an exclusive franchise agreement with CR&R for solid waste collection and disposal services for the portion of the City west of Interstate 15 ("service area"), which requires CR&R to comply with the Integrated Waste Management Act, including diversion goals; and

WHEREAS, Public Resources Code § 42649.81 phases in organic waste recycling requirements for businesses, with the first phase commencing on April 1, 2016 and requiring businesses that generate more than 8 cubic yards of organic waste per week to recycle their organic waste; and

WHEREAS, Public Resources Code § 42649.82 requires cities and counties to adopt an organic waste recycling program, which may include a requirement for organic waste recycling through a franchise or policy; and

WHEREAS, the City desires for CR&R to provide organic waste recycling services consistent with AB 1826 within its service area; and

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

SECTION 1. Adoption of Organic Waste Recycling Program.

The City Council adopts this Resolution No. ____ as its organic waste recycling program for CR&R's service area, as required by Public Resources Code section 42649.82.

SECTION 2. Organic Waste Recycling Program.

The Organic Waste Recycling Program for CR&R's service area shall consist of the following elements:

(a) *Mandatory Organic Waste Recycling for Businesses.* Businesses within CR&R's service area shall recycle their organic waste consistent with the requirements of Public Resources Code section 42649.81. For the purposes of this subsection "businesses"

shall have the same meaning as provided in Public Resources Code section 42649.8, which defines businesses to mean "a commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity, or a multifamily residential dwelling."

(i) CR&R will offer organic waste recycling services to businesses required to recycle organic waste under AB 1826, and may charge businesses that utilize such services rates approved by the City Council.

(ii) Businesses required to recycle organic waste under AB 1826 are not required to subscribe to the services offered by CR&R and may elect to use alternative means for recycling their organic waste consistent with the requirements of AB 1826, the franchise agreement, and City ordinances.

(iii) The rates CR&R may charge for organic waste recycling services to businesses required to recycle organic waste under AB 1826 and that elect to utilize the organic waste recycling services offered by CR&R are attached hereto as Exhibit "A."

(b) *Report of Organic Waste Generators.* CR&R shall prepare a report identifying "organic waste generators," as that term is defined in Public Resources Code § 42649.8, within its service area and submit such report to the City.

(c) *Information Regarding Organic Waste Recycling Facilities.* CR&R shall compile the information listed in Public Resources Code § 42649.82(d)(1)(A) and (B) regarding organic waste recycling facilities and compostable material handling operations, and submit such information to the City.

(d) *Public Education and Outreach.* CR&R shall develop a program of education and outreach to businesses subject to mandatory organic waste recycling under Public Resources Code § 42649.81, and monitor the compliance of such businesses with AB 1826.

(e) *Expanded Organic Waste Recycling.* It is the intent of this resolution to provide a program for organic waste recycling as required by AB 1826. This resolution does not require or authorize CR&R to provide organic waste recycling services to single family residential customers or other customers that are not required by AB 1826 to recycle organic waste. The expansion of organic waste recycling services within the City is under consideration and may be authorized by future action of the City Council.

SECTION 3. Authorized Signatures. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 4. Clerk's Certification. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED on this 10th day of February, 2016.

Bridgette Moore
Mayor

ATTEST:

Debbie A. Lee
City Clerk

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

I hereby certify that the foregoing resolution, Resolution No. _____, was duly passed, approved and adopted by the City Council of the City of Wildomar at a regular meeting held on the 10th day of February, 2016 by the following vote:

AYES: Councilmember -

NOES: Councilmember -

ABSENT: Councilmember -

ABSTAIN: Councilmember -

Debbie A. Lee
City Clerk

EXHIBIT A

CR&R ORGANIC WASTE RECYCLING RATES

City of Wildomar Organics Commercial Rates
2015-2016

Non - Food Disposal Rates are based on an average of 200 pounds per cubic yard
 Anearobic Digester Disposal Rate of \$72.50 per ton

Anaerobic Digester Disposal Component Calculations (Non-Food Establishment):

Disposal Component Assumptions (without Franchise Fees):		
Average Pounds per Cubic Yard:		200
Cost Per Ton:		\$ 72.50
Disposal Factor Calculation:		
Pounds Per Cubic Yard=		200
Pounds to Tons Factor=	Divide by:	2000
Monthly Factor=	Multiply by:	4.33
Disposal Cost=	Multiply by:	\$ 72.50
Monthly Digester Component for <u>One</u> Cubic Yard of Organic Waste=		\$ 31.39

Two Cubic Yard Commercial Bins-Non-Food Establishment			
Frequency	Service	Digester	Total Rate
1x per Week	\$ 79.06	\$ 62.79	\$ 141.85
2xPer Week	\$ 157.61	\$ 125.57	\$ 283.18
3x per Week	\$ 236.17	\$ 188.36	\$ 424.53
4x per Week	\$ 314.68	\$ 251.14	\$ 565.82
5x per Week	\$ 393.22	\$ 313.93	\$ 707.15
6x Per Week	\$ 471.75	\$ 376.71	\$ 848.46
Three Cubic Yard Commercial Bins-Non-Food Establishment			
Frequency	Service	Digester	Total Rate
1x per Week	\$ 97.31	\$ 94.18	\$ 191.49
2xPer Week	\$ 194.04	\$ 188.36	\$ 382.40
3x per Week	\$ 290.80	\$ 282.53	\$ 573.33
4x per Week	\$ 387.53	\$ 376.71	\$ 764.24
5x per Week	\$ 484.28	\$ 470.89	\$ 955.17
6x Per Week	\$ 581.02	\$ 565.07	\$ 1,146.09

Food Disposal Rates are based on an average of 350 pounds per cubic yard
 Anearobic Digester Disposal Rate of \$72.50 per ton

Disposal Component Calculations (Food Establishment):

Disposal Component Assumptions (without Franchise Fees):		
Average Pounds per Cubic Yard:		350
Cost Per Ton:		\$ 72.50
Disposal Factor Calculation:		
Pounds Per Cubic Yard=		350
Pounds to Tons Factor=	Divide by:	2000
Monthly Factor=	Multiply by:	4.33
Disposal Cost=	Multiply by:	\$ 72.50
Monthly Digester Disposal Component for One Cubic Yard of Organic Waste=		\$ 54.94

Two Cubic Yard Commercial Bins - Food Establishment			
Frequency	Service	Digester	Total Rate
1x per Week	\$ 79.06	\$ 109.87	\$ 188.93
2xPer Week	\$ 157.61	\$ 219.75	\$ 377.36
3x per Week	\$ 236.17	\$ 329.62	\$ 565.79
4x per Week	\$ 314.68	\$ 439.50	\$ 754.18
5x per Week	\$ 393.22	\$ 549.37	\$ 942.59
6x Per Week	\$ 471.75	\$ 659.24	\$ 1,130.99
Three Cubic Yard Commercial Bins - Food Establishment			
Frequency	Service	Digester	Total Rate
1x per Week	\$ 97.31	\$ 164.81	\$ 262.12
2xPer Week	\$ 194.04	\$ 329.62	\$ 523.66
3x per Week	\$ 290.80	\$ 494.43	\$ 785.23
4x per Week	\$ 387.53	\$ 659.24	\$ 1,046.77
5x per Week	\$ 484.28	\$ 824.05	\$ 1,308.33
6x Per Week	\$ 581.02	\$ 988.86	\$ 1,569.88

Rolloff Rates:

Disposal will be \$72.50 per ton Plus the proposed Haul Rate for 2015-2016

Commercial Organics Cart Rates (Small Generator; Non-Food):

Four carts per account Maximum

Cubic Yard to Gallon Conversion		
One Cubic Yard =	201.97	gallons
Monthly Digester Component for One Cubic Yard of Organic Waste=	\$ 31.39	
Cost per Gallon=	\$ 0.16	
Disposal Rate for a 64 gallon Cart=	\$ 9.95	

64 Gallon Cart - (Non-Food Establishment)			
Frequency	Service	Digester	Total Rate
1x per Week	\$ 18.00	\$ 9.95	\$ 27.95
2xPer Week	\$ 36.00	\$ 19.89	\$ 55.89
3x per Week	\$ 54.00	\$ 29.84	\$ 83.84
4x per Week	\$ 72.00	\$ 39.79	\$ 111.79
5x per Week	\$ 90.00	\$ 49.73	\$ 139.73
6x Per Week	\$ 108.00	\$ 59.68	\$ 167.68

Commercial Organics Cart Rates (Small Generator; Food Establishment):

Four carts per account Maximum

Cubic Yard to Gallon Conversion		
One Cubic Yard =	201.974026	gallons
Monthly Digester Component for One Cubic Yard of Organic Waste=	\$ 54.94	
Cost per Gallon=	\$ 0.27	
Disposal Rate for a 64 gallon Cart=	\$ 17.41	

64 Gallon Cart - (Food Establishment)			
Frequency	Service	Digester	Total Rate
1x per Week	\$ 18.00	\$ 17.41	\$ 35.41
2xPer Week	\$ 36.00	\$ 34.82	\$ 70.82
3x per Week	\$ 54.00	\$ 52.23	\$ 106.23
4x per Week	\$ 72.00	\$ 69.64	\$ 141.64
5x per Week	\$ 90.00	\$ 87.04	\$ 177.04
6x Per Week	\$ 108.00	\$ 104.45	\$ 212.45

RESOLUTION NO. ____-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF WILDOMAR, CALIFORNIA
ADOPTING AN ORGANIC WASTE
RECYCLING PROGRAM FOR THE PORTION
OF THE CITY EAST OF INTERSTATE 15**

WHEREAS, AB 1826 amended the Integrated Waste Management Act (Public Resources Code § 40000 et seq.) to add a new Chapter 12.9 to the Act imposing regulations applicable to the recycling of organic waste; and

WHEREAS, the City has entered into an exclusive franchise agreement with Waste Management for solid waste collection and disposal services for the portion of the City east of Interstate 15 ("service area"), which requires Waste Management to comply with the Integrated Waste Management Act, including diversion goals; and

WHEREAS, Public Resources Code § 42649.81 phases in organic waste recycling requirements for businesses, with the first phase commencing on April 1, 2016 and requiring businesses that generate more than 8 cubic yards of organic waste per week to recycle their organic waste; and

WHEREAS, Public Resources Code § 42649.82 requires cities and counties to adopt an organic waste recycling program, which may include a requirement for organic waste recycling through a franchise or policy; and

WHEREAS, the City desires for Waste Management to provide organic waste recycling services consistent with AB 1826 within its service area; and

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

SECTION 1. Adoption of Organic Waste Recycling Program.

The City Council adopts this Resolution No. ____ as its organic waste recycling program for Waste Management's service area, as required by Public Resources Code section 42649.82.

SECTION 2. Organic Waste Recycling Program.

The Organic Waste Recycling Program for Waste Management's service area shall consist of the following elements:

(a) *Mandatory Organic Waste Recycling for Businesses.* Businesses within Waste Management's service area shall recycle their organic waste consistent with the requirements of Public Resources Code section 42649.81. For the purposes of this

subsection "businesses" shall have the same meaning as provided in Public Resources Code section 42649.8, which defines businesses to mean "a commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity, or a multifamily residential dwelling."

(i) Waste Management will offer organic waste recycling services to businesses required to recycle organic waste under AB 1826, and may charge businesses that utilize such services rates approved by the City Council. As of the date of the approval of this resolution, Waste Management has not submitted proposed organic waste recycling rates to the City for approval.

(ii) Businesses required to recycle organic waste under AB 1826 are not required to subscribe to the services offered by Waste Management and may elect to use alternative means for recycling their organic waste consistent with the requirements of AB 1826, the franchise agreement, and City ordinances.

(b) *Report of Organic Waste Generators.* Waste Management shall prepare a report identifying "organic waste generators," as that term is defined in Public Resources Code § 42649.8, within its service area, and submit such report to the City.

(c) *Information Regarding Organic Waste Recycling Facilities.* Waste Management shall compile the information listed in Public Resources Code § 42649.82(d)(1)(A) and (B) regarding organic waste recycling facilities and compostable material handling operations, and submit such information to the City.

(d) *Public Education and Outreach.* Waste Management shall develop a program of education and outreach to businesses subject to mandatory organic waste recycling under Public Resources Code § 42649.81, and monitor the compliance of such businesses with AB 1826.

(e) *Expanded Organic Waste Recycling.* It is the intent of this resolution to provide a program for organic waste recycling as required by AB 1826. This resolution does not require or authorize Waste Management to provide organic waste recycling services to single family residential customers or other customers that are not required by AB 1826 to recycle organic waste. The expansion of organic waste recycling services within the City is under consideration and may be authorized by future action of the City Council.

SECTION 3. Authorized Signatures. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 4. Clerk's Certification. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED on this 10th day of February, 2016.

Bridgette Moore
Mayor

ATTEST:

Debbie A. Lee
City Clerk

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

I hereby certify that the foregoing resolution, Resolution No. _____, was duly passed, approved and adopted by the City Council of the City of Wildomar at a regular meeting held on the 10th day of February, 2016 by the following vote:

AYES: Councilmember -

NOES: Councilmember -

ABSENT: Councilmember -

ABSTAIN: Councilmember -

Debbie A. Lee
City Clerk

WILDOMAR CITY COUNCIL
Agenda Item 2.4
PUBLIC HEARING
Meeting Date: February 10, 2016

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: Proposed Voting By District Boundary Maps

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing, receive public comments and provide direction to Staff on the draft plans for the proposed boundaries of five voting districts.

BACKGROUND.DISCUSSION:

The City Council previously took action at the January 27, 2016 City Council meeting to establish a single-member district election system for the City Council. At this phase of the process for the establishment of the electoral districts, the City Council must now consider the proposed boundaries for the districts based on the criteria, for the five City Council districts, which was adopted by resolution at the January 27, 2016 meeting.

The purpose of holding this public hearing is to receive input and comments from the public on any draft maps the public has submitted and on the three draft plans that have been prepared and professionally reproduced by the City's consultant, National Demographics Corporation (NDC). The maps and demographic profiles for each map have been made available to the public since February 3, 2016 on the City's www.cityofwildomar.org website. Additionally, this is the first of three public hearings on this process to the establish the districts.

It is also recommended that the City Council discuss and provide direction on the tentative schedule for the remaining public hearings.

FISCAL IMPACTS:

Estimated cost to establish the districts for voting by district is \$70,000.

Submitted & Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

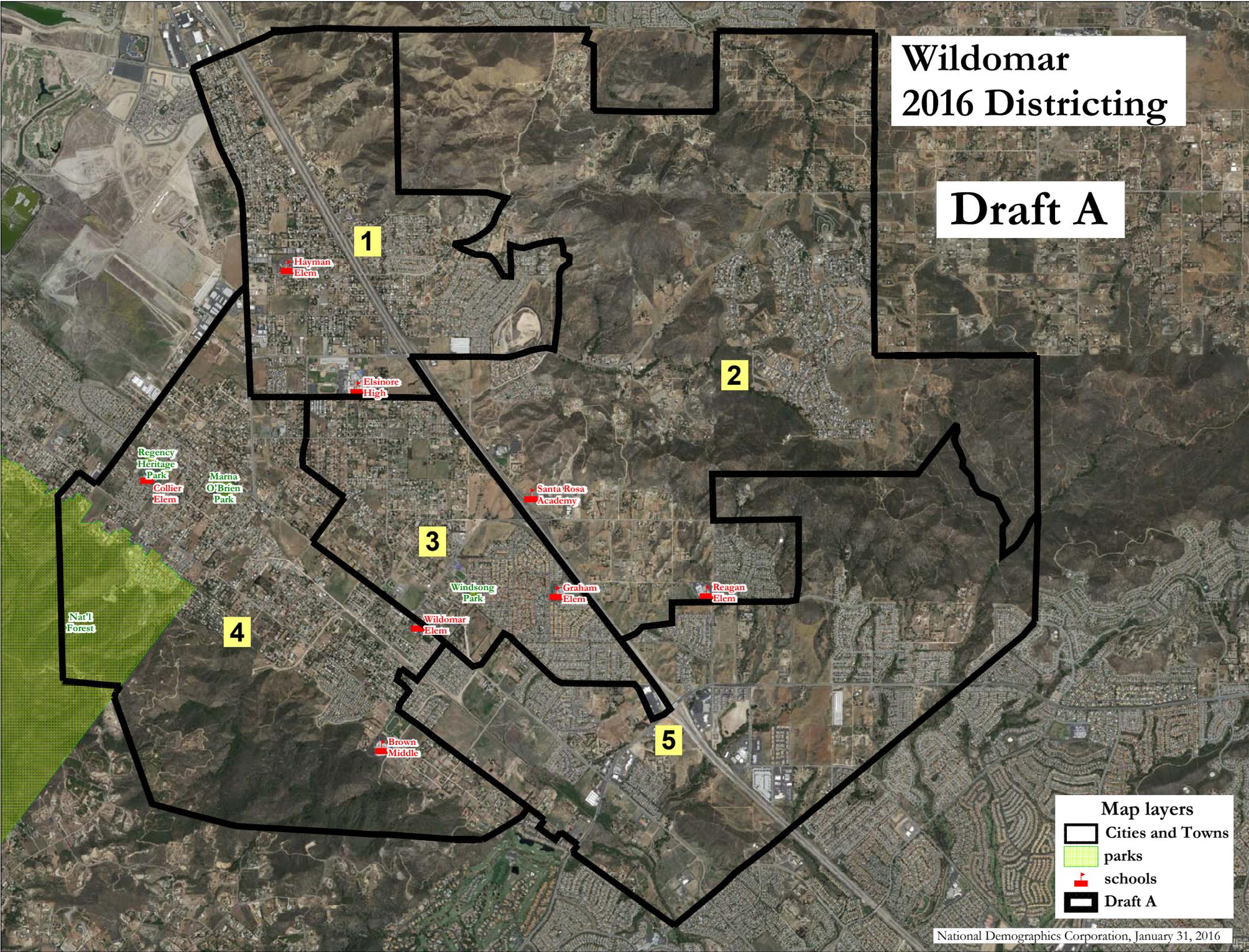
- 1) Plans and Demographic Profiles for Three Draft Maps
- 2) Adopted Criteria for consideration in creating district boundaries.

Attachment 1

Three Draft Maps and Demographic profiles

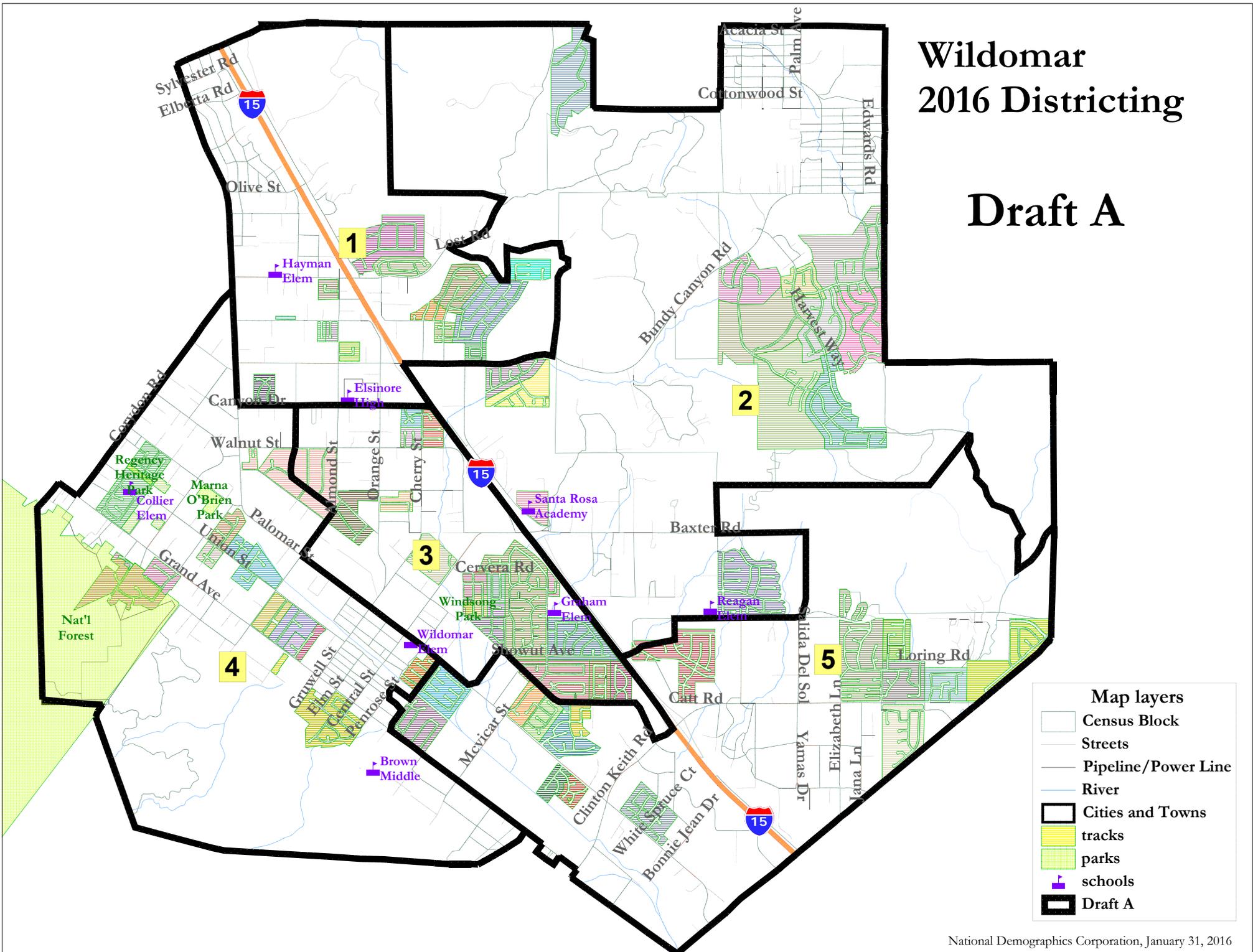
Wildomar 2016 Districting

Draft A



Wildomar 2016 Districting

Draft A

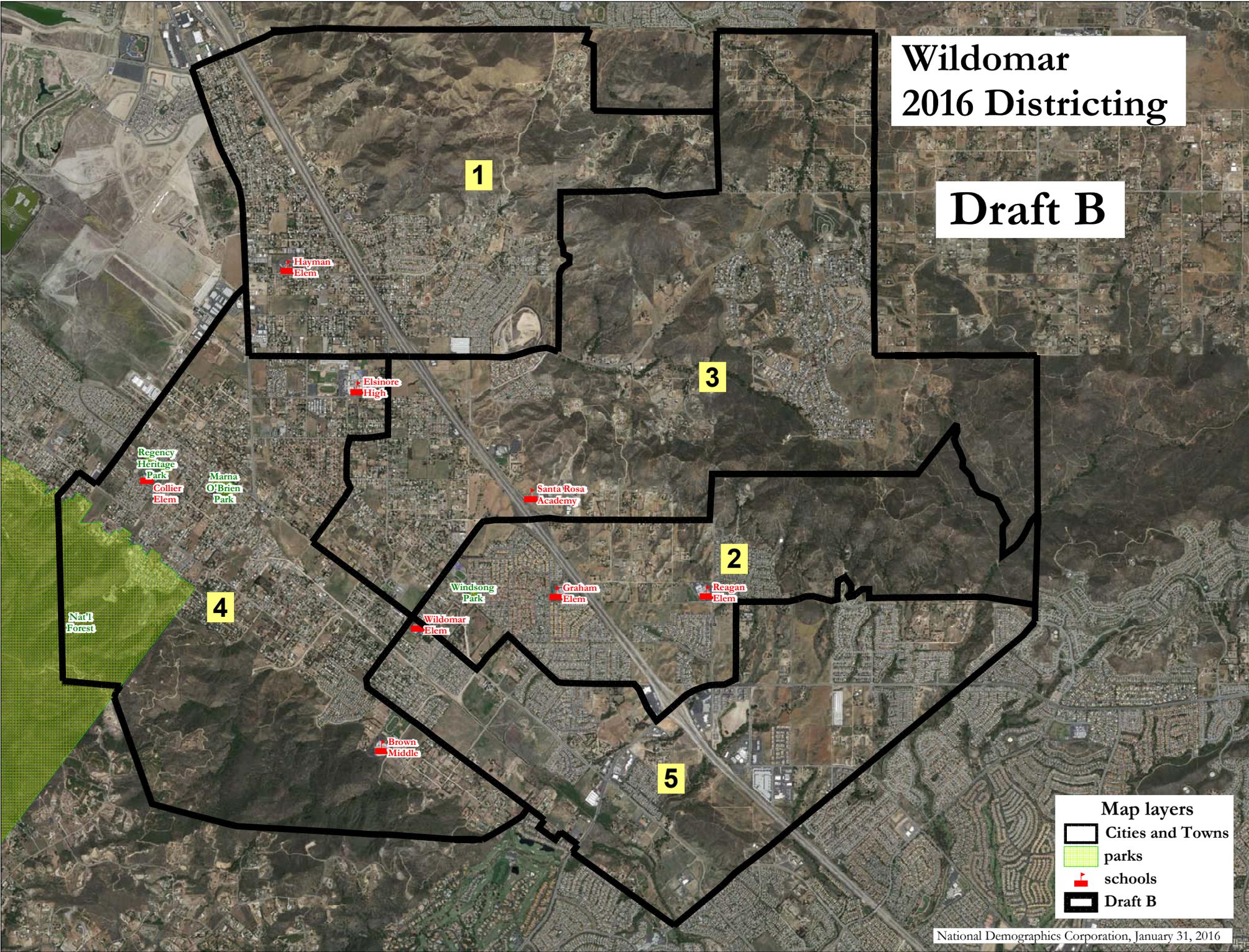


Wildomar - Draft A

District		1	2	3	4	5	Total
	Total Pop	6,616	6,254	6,616	6,310	6,380	32,176
	Deviation from ideal	181	-181	181	-125	-55	362
	% Deviation	2.81%	-2.81%	2.81%	-1.94%	-0.85%	5.63%
Total Pop	% Hisp	47%	28%	32%	39%	29%	37%
	% NH White	45%	62%	56%	53%	52%	54%
	% NH Black	3%	2%	4%	3%	6%	3%
	% Asian-American	3%	5%	5%	3%	11%	4%
Voting Age Pop	Total	4,676	4,601	4,908	4,563	4,462	18,748
	% Hisp	41%	24%	29%	34%	26%	32%
	% NH White	50%	67%	60%	58%	55%	59%
	% NH Black	3%	2%	3%	2%	5%	3%
	% Asian-American	3%	5%	5%	3%	12%	4%
Citizen Voting Age Pop	Total	3,421	4,135	4,720	4,285	4,323	16,561
	% Hisp	36%	24%	21%	42%	18%	30%
	% NH White	55%	68%	71%	55%	59%	63%
	% NH Black	3%	4%	3%	1%	13%	3%
	% Asian-American	3%	2%	2%	1%	10%	2%
Voter Registration (Nov 2012)	Total	2,665	2,955	2,783	2,770	3,752	11,173
	% Latino	31%	18%	22%	24%	24%	23%
	% Asian-Surnamed	1%	1%	1%	1%	2%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
Voter Turnout (Nov 2012)	Total	1,702	2,067	1,897	1,929	2,524	7,595
	% Latino	28%	15%	20%	21%	22%	21%
	% Asian-Surnamed	0%	1%	1%	1%	2%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
Voter Registration (Nov 2014)	Total	2,473	2,884	3,266	2,805	3,007	11,428
	% Latino	33%	19%	25%	24%	24%	25%
	% Asian-Surnamed	1%	1%	1%	1%	2%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
Voter Turnout (Nov 2014)	Total	829	1,137	1,260	1,204	1,101	4,430
	% Latino	23%	12%	17%	16%	19%	17%
	% Asian-Surnamed	1%	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	0%	2%	1%
ACS Pop. Est.	Total	6,592	6,075	6,804	6,368	6,480	25,840
Age	age0-19	30%	31%	29%	29%	34%	30%
	age20-60	57%	51%	55%	52%	53%	54%
	age60plus	13%	17%	17%	19%	13%	17%
Immigration	immigrants	21%	11%	12%	18%	17%	16%
Housing Stats	vacant	9%	12%	6%	9%	3%	9%
	occupied	91%	88%	94%	91%	97%	91%
	rented	24%	20%	26%	25%	32%	24%
	owned	76%	80%	74%	75%	68%	76%
	singlefamily	96%	99%	91%	99%	89%	96%
	multifamily	4%	1%	9%	1%	11%	4%
Language spoken at home	english	66%	83%	80%	69%	75%	75%
	spanish	29%	14%	14%	27%	17%	21%
	asian-lang	2%	2%	3%	1%	5%	2%
	other lang	3%	1%	2%	3%	3%	2%
Child in Household	child-under18	37%	41%	37%	32%	42%	37%
Work (percent of pop age 16+)	employed	59%	53%	56%	55%	61%	56%
	Commute on Public Transit	1%	1%	2%	0%	0%	1%
Household Income	hhincome0-25k	15%	17%	19%	13%	12%	16%
	hhincome25-50k	24%	16%	19%	28%	15%	21%
	hhincome50-75k	22%	23%	22%	20%	21%	22%
	hhincome75-200k	37%	42%	38%	35%	48%	38%
	hhincome200k-plus	2%	2%	2%	4%	4%	2%
Education (among those age 25+)	hs-grad	66%	67%	70%	66%	67%	67%
	bachelor	11%	16%	13%	10%	16%	13%
	graduatedegree	3%	6%	4%	5%	8%	5%
Total and Voting Age population data from the 2010 Decennial Census.							
Voter Registration and Turnout data from the California Statewide Database.							
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2009-2013 and 2010-2014 American Community Survey 5-year data.							

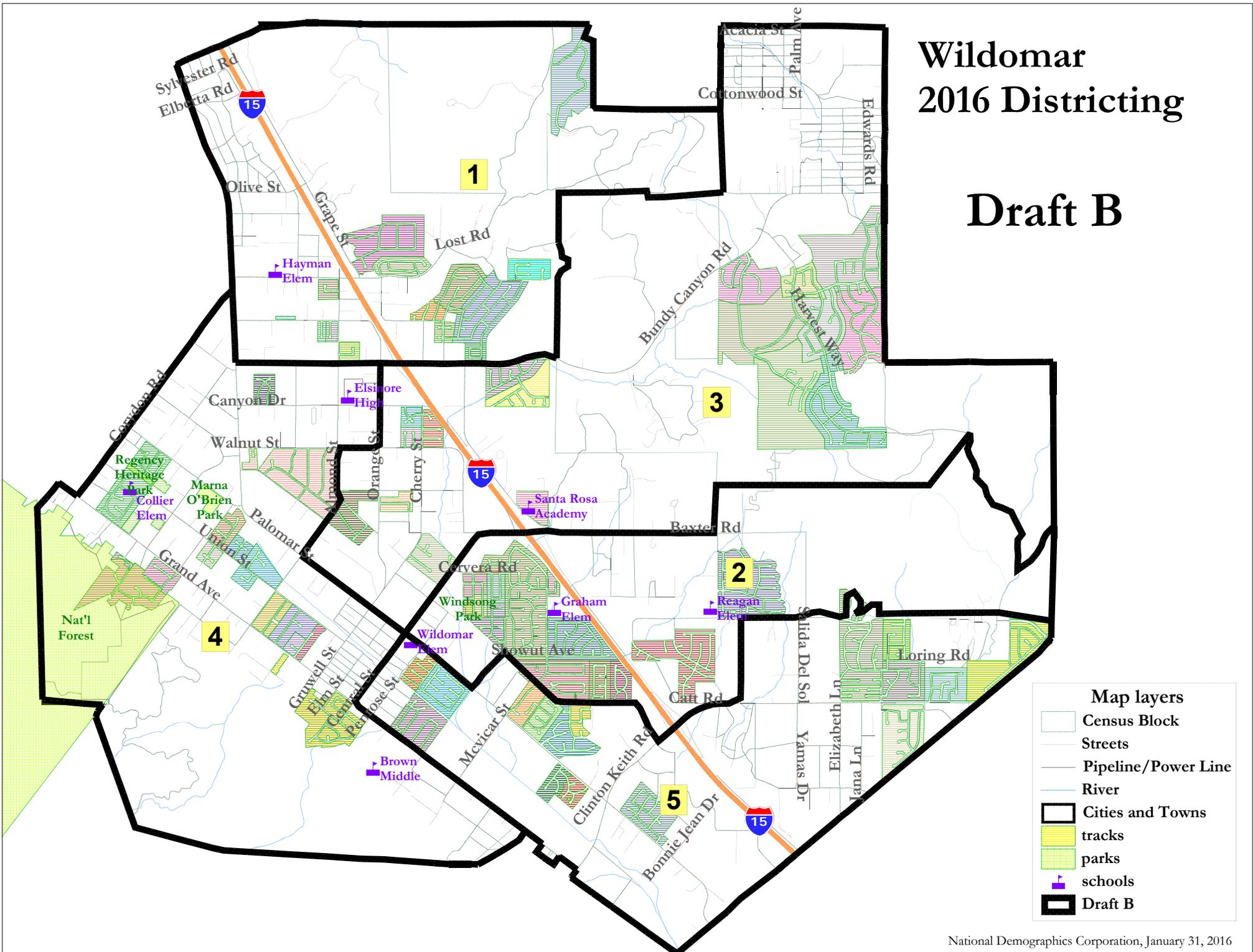
Wildomar 2016 Districting

Draft B



Wildomar 2016 Districting

Draft B

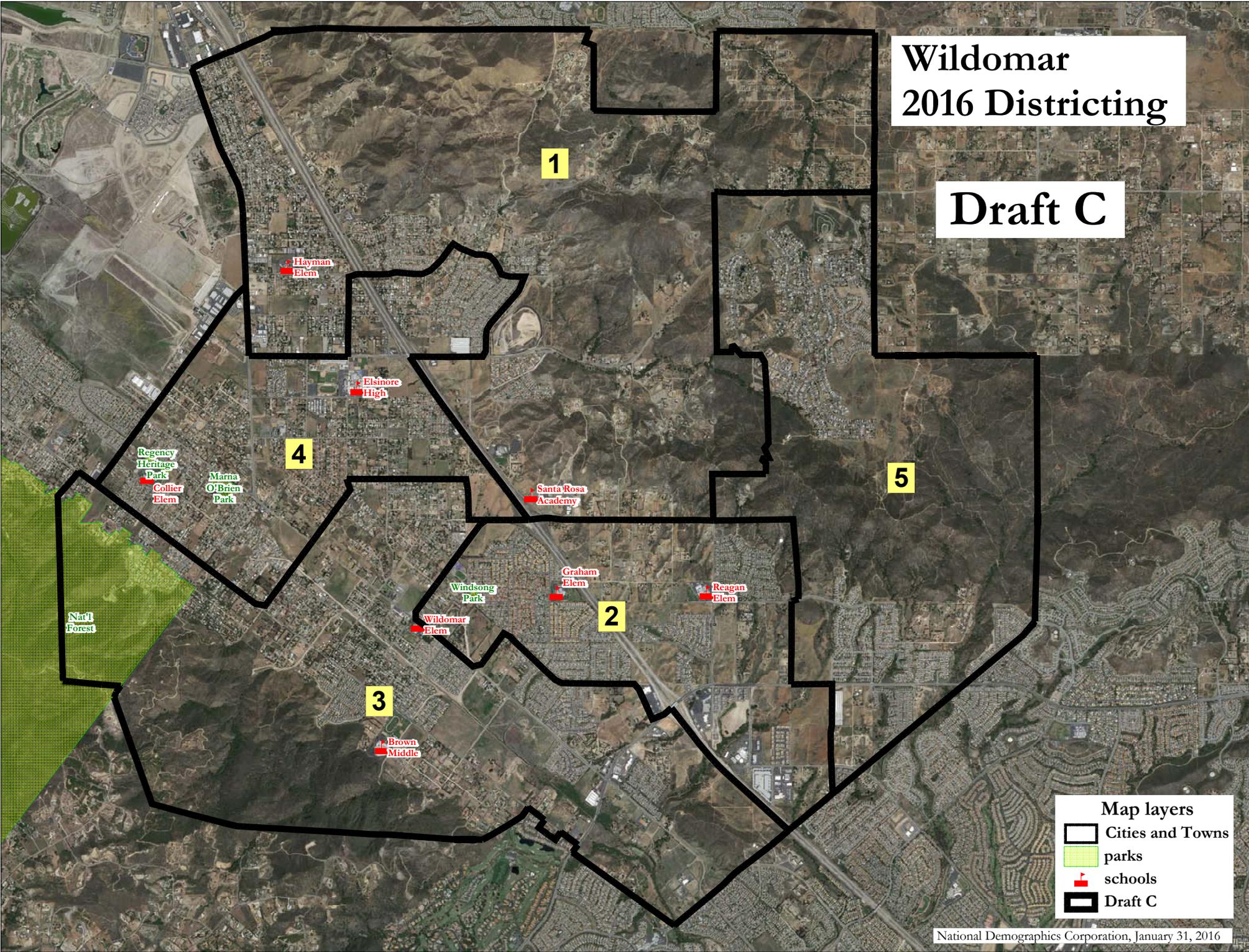


Wildomar - Draft B

District		1	2	3	4	5	Total
	Total Pop	6,662	6,329	6,421	6,358	6,406	32,176
	Deviation from ideal	227	-106	-14	-77	-29	333
	% Deviation	3.53%	-1.65%	-0.22%	-1.20%	-0.45%	5.17%
Total Pop	% Hisp	47%	29%	31%	36%	33%	36%
	% NH White	45%	55%	62%	56%	50%	54%
	% NH Black	3%	5%	2%	3%	5%	3%
	% Asian-American	3%	9%	3%	3%	10%	4%
Voting Age Pop	Total	4,713	4,563	4,813	4,654	4,467	18,743
	% Hisp	41%	26%	26%	31%	29%	31%
	% NH White	51%	58%	67%	61%	54%	59%
	% NH Black	3%	4%	2%	3%	5%	3%
	% Asian-American	3%	9%	3%	3%	10%	4%
Citizen Voting Age Pop	Total	3,441	4,385	4,391	4,335	4,331	16,552
	% Hisp	35%	19%	25%	39%	21%	29%
	% NH White	56%	65%	71%	58%	58%	63%
	% NH Black	3%	8%	2%	1%	10%	4%
	% Asian-American	3%	5%	1%	2%	9%	2%
Voter Registration (Nov 2012)	Total	2,665	2,177	3,153	2,949	3,981	10,944
	% Latino	31%	22%	18%	24%	24%	23%
	% Asian-Surnamed	1%	1%	1%	1%	2%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
Voter Turnout (Nov 2012)	Total	1,705	1,520	2,168	2,044	2,683	7,437
	% Latino	28%	20%	15%	21%	22%	21%
	% Asian-Surnamed	0%	1%	1%	1%	2%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
Voter Registration (Nov 2014)	Total	2,472	2,787	3,021	2,927	3,228	11,207
	% Latino	33%	23%	21%	23%	24%	25%
	% Asian-Surnamed	1%	1%	1%	1%	2%	1%
	% Filipino-Surnamed	1%	2%	1%	1%	2%	1%
Voter Turnout (Nov 2014)	Total	844	1,064	1,178	1,245	1,201	4,330
	% Latino	23%	16%	13%	16%	19%	17%
	% Asian-Surnamed	1%	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	0%	2%	1%
ACS Pop. Est.	Total	6,602	6,606	6,177	6,407	6,528	25,791
Age	age0-19	30%	30%	30%	29%	34%	30%
	age20-60	56%	54%	52%	53%	52%	54%
	age60plus	13%	16%	18%	19%	14%	16%
Immigration	immigrants	21%	12%	12%	17%	18%	15%
Housing Stats	vacant	9%	4%	13%	10%	3%	9%
	occupied	91%	96%	87%	90%	97%	91%
	rented	24%	29%	18%	24%	32%	24%
	owned	76%	71%	82%	76%	68%	76%
	singlefamily	96%	90%	100%	99%	90%	96%
	multifamily	4%	10%	0%	1%	10%	4%
Language spoken at home	english	66%	83%	81%	71%	73%	75%
	spanish	29%	10%	16%	25%	20%	20%
	asian-lang	2%	5%	1%	1%	4%	2%
	other lang	3%	2%	2%	3%	3%	2%
Child in Household	child-under18	37%	37%	41%	31%	42%	36%
Work (percent of pop age 16+)	employed	59%	58%	51%	56%	59%	56%
	Commute on Public Transit	1%	1%	1%	0%	0%	1%
Household Income	hhincome0-25k	15%	18%	18%	14%	12%	16%
	hhincome25-50k	23%	12%	21%	26%	18%	20%
	hhincome50-75k	22%	21%	23%	21%	21%	22%
	hhincome75-200k	37%	46%	36%	36%	45%	39%
	hhincome200k-plus	2%	3%	2%	4%	3%	3%
Education (among those age 25+)	hs-grad	66%	70%	67%	66%	68%	67%
	bachelor	11%	15%	15%	11%	14%	13%
	graduatedegree	4%	6%	5%	5%	7%	5%
Total and Voting Age population data from the 2010 Decennial Census.							
Voter Registration and Turnout data from the California Statewide Database.							
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2009-2013 and 2010-2014 American Community Survey 5-year data.							

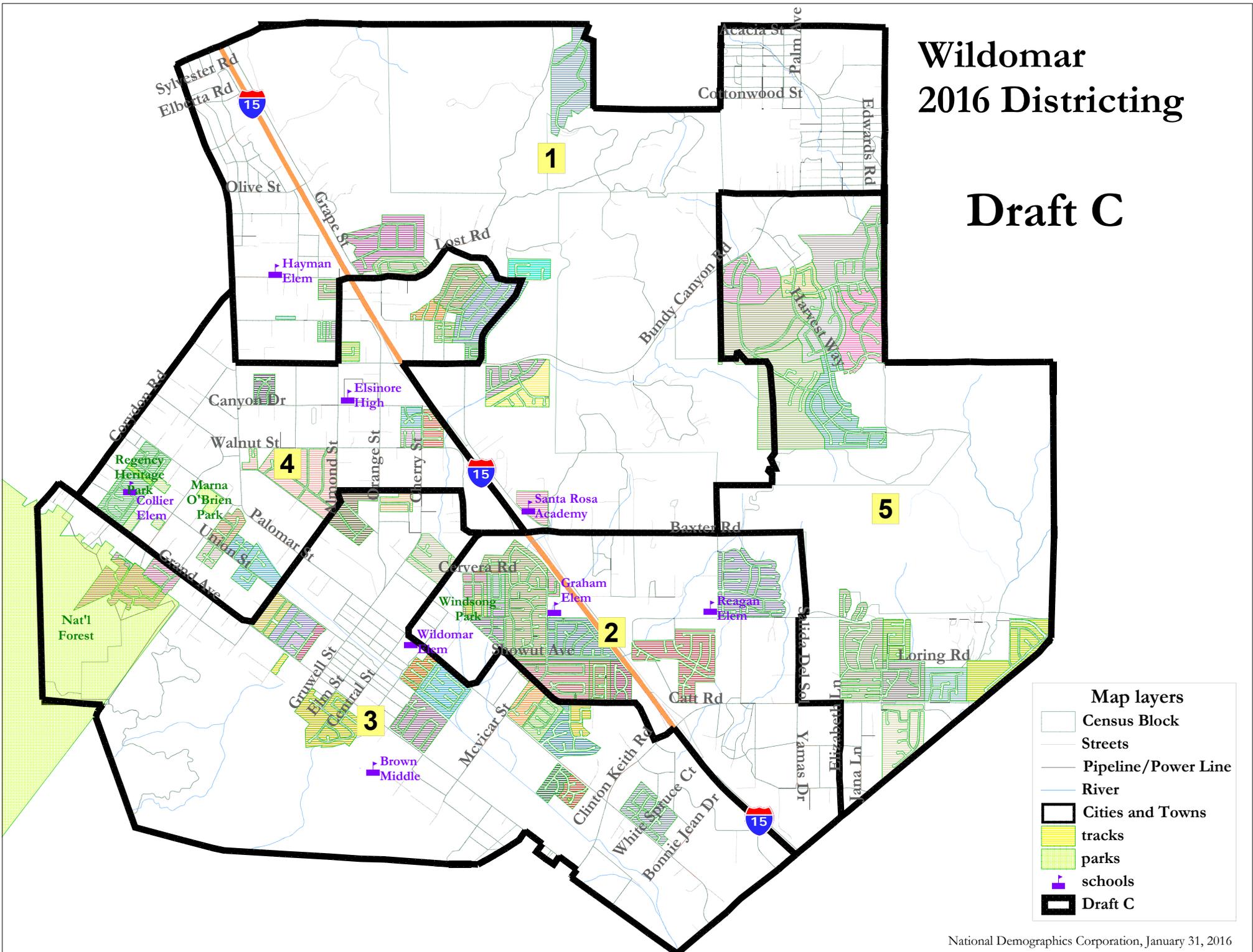
Wildomar 2016 Districting

Draft C



Wildomar 2016 Districting

Draft C



Map layers

- Census Block
- Streets
- Pipeline/Power Line
- River
- Cities and Towns
- tracks
- parks
- schools
- Draft C

Wildomar - Draft C

District		1	2	3	4	5	Total
	Total Pop	6,259	6,398	6,482	6,490	6,547	32,176
	Deviation from ideal	-176	-37	47	55	112	288
	% Deviation	-2.74%	-0.57%	0.73%	0.85%	1.74%	4.48%
Total Pop	% Hisp	50%	30%	37%	36%	24%	38%
	% NH White	43%	55%	54%	56%	61%	52%
	% NH Black	3%	5%	3%	3%	4%	3%
	% Asian-American	2%	8%	4%	3%	9%	4%
Voting Age Pop	Total	4,400	4,634	4,654	4,746	4,776	18,434
	% Hisp	43%	27%	32%	32%	21%	33%
	% NH White	49%	59%	58%	60%	64%	57%
	% NH Black	3%	4%	2%	3%	4%	3%
	% Asian-American	3%	8%	4%	3%	9%	4%
Citizen Voting Age Pop	Total	3,405	4,488	4,623	4,016	4,352	16,531
	% Hisp	37%	20%	30%	37%	17%	30%
	% NH White	58%	66%	64%	58%	64%	62%
	% NH Black	3%	7%	2%	2%	11%	3%
	% Asian-American	1%	4%	3%	3%	7%	3%
Voter Registration (Nov 2012)	Total	2,200	2,202	3,766	3,167	3,590	11,335
	% Latino	30%	22%	25%	24%	18%	25%
	% Asian-Surnamed	1%	1%	1%	1%	2%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	Total	1,431	1,537	2,609	2,103	2,438	7,681
	% Latino	26%	20%	23%	21%	16%	23%
	% Asian-Surnamed	1%	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
Voter Registration (Nov 2014)	Total	2,228	3,432	2,911	2,965	2,899	11,536
	% Latino	33%	23%	25%	25%	20%	26%
	% Asian-Surnamed	1%	2%	1%	1%	2%	1%
	% Filipino-Surnamed	1%	2%	1%	1%	1%	1%
Voter Turnout (Nov 2014)	Total	806	1,295	1,233	1,130	1,068	4,464
	% Latino	21%	16%	19%	17%	14%	18%
	% Asian-Surnamed	1%	1%	1%	2%	1%	1%
	% Filipino-Surnamed	0%	2%	1%	0%	1%	1%
ACS Pop. Est.	Total	6,325	6,735	6,488	6,243	6,530	25,790
Age	age0-19	32%	30%	30%	29%	32%	30%
	age20-60	55%	54%	50%	56%	52%	54%
	age60plus	13%	15%	20%	15%	15%	16%
Immigration	immigrants	18%	12%	18%	18%	13%	17%
Housing Stats	vacant	9%	4%	9%	8%	9%	8%
	occupied	91%	96%	91%	92%	91%	92%
	rented	24%	30%	25%	23%	24%	26%
	owned	76%	70%	75%	77%	76%	74%
	singlefamily	96%	87%	96%	100%	96%	95%
Language spoken at home	multifamily	4%	13%	4%	0%	4%	5%
	english	69%	82%	70%	70%	82%	73%
	spanish	28%	11%	25%	25%	12%	22%
	asian-lang	2%	5%	1%	1%	4%	2%
	other lang	2%	2%	3%	4%	2%	3%
Child in Household	child-under18	39%	39%	35%	34%	41%	37%
Work (percent of pop age 16+)	employed	59%	57%	54%	58%	56%	57%
	Commute on Public Transit	1%	1%	0%	0%	0%	1%
Household Income	hhincome0-25k	15%	17%	13%	16%	15%	15%
	hhincome25-50k	20%	13%	27%	27%	14%	22%
	hhincome50-75k	23%	23%	19%	22%	22%	22%
	hhincome75-200k	40%	44%	36%	33%	46%	39%
	hhincome200k-plus	2%	3%	5%	2%	3%	3%
Education (among those age 25+)	hs-grad	64%	70%	67%	69%	67%	67%
	bachelor	12%	15%	12%	9%	17%	12%
	graduatedegree	4%	6%	7%	3%	6%	5%
Total and Voting Age population data from the 2010 Decennial Census.							
Voter Registration and Turnout data from the California Statewide Database.							
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2009-2013 and 2010-2014 American Community Survey 5-year data.							

Attachment 2

Resolution 2016-9

Adopted Criteria for Consideration In Creating District Boundaries

RESOLUTION NO. 2016 - 09

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WILDOMAR, CALIFORNIA, SPECIFYING
THE CRITERIA TO GUIDE THE ESTABLISHMENT
OF ELECTORAL DISTRICTS**

WHEREAS, on or about December 21, 2015, the City received a letter asserting the its at-large electoral system violates the California Voting Rights Act, and threatening litigation if the City declined to adopt by-district elections; and

WHEREAS, though the letter was not accompanied by any evidence to support the claim of a violation, and in fact contained demonstrably incorrect statements about the City's electoral system, on January 13, 2016, the City Council, after meeting in closed session with its attorneys concluded that the public interest would be better served by avoiding the tremendous expense of litigation; and

WHEREAS, the City Council unanimously issued direction to commence the process to establish by-district elections to avoid spending tax dollars in the defense of a meritless but potentially extremely expensive suit, even if the City is victorious; and

WHEREAS, the City has retained an experienced demographer and special legal counsel to assist the City in establishing a by-district electoral system; and

WHEREAS, at its January 27, 2016 meeting, the City Council adopted Resolution No. 2016-08, formally initiating the process of establishing by-district elections for City Council, beginning in November 2016, and approving a timeline for conducting a public process and adopting an appropriate ordinance pursuant to Government Code section 34886; and

WHEREAS, pursuant to that timeline, on January 27, 2016, the City Council and the public received presentation regarding the current demographics of the City under the 2010 census and American Community Survey, and the procedures and legal and policy criteria governing districting, and received public comment regarding appropriate criteria; and

WHEREAS, the City Council has fully considered the presentations of its consultants and all of the public comments received; and

WHEREAS, the City Council now wishes to adopt criteria to guide the establishment of electoral districts consistent with legal requirements, including reasonably equal population and Section 2 of the federal Voting Rights Act, and which address other concerns and considerations important to the City.

NOW, THEREFORE, BE IT RESOLVED as follows:

- A. The above recitals are true and correct.

B. The City Council hereby adopts the criteria identified in Exhibit A to this Resolution as criteria to guide the establishment of electoral districts for the 2016 City Council elections.

C. The City's redistricting/demographic consulting firm, acting under the supervision of the City Manager, is hereby authorized and directed to formulate one or more electoral district plan scenarios based upon the criteria specified in Exhibit A for review by the public and by the City Council at three public hearings (or more if necessary), in accordance with the adopted timeline.

D. The City Manager shall consult with legal counsel to resolve all legal issues necessary to give effect to this Resolution.

PASSED, APPROVED AND ADOPTED this 27th day of January, 2016.



Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:



Thomas D. Jex
City Attorney



Debbie A. Lee, CMC
City Clerk

EXHIBIT A

Specification of Criteria to Guide the Establishment of Electoral Districts

1. The boundaries of the electoral districts shall be established so that the electoral districts are equal in population as defined by law.
2. The boundaries of the electoral districts shall not be gerrymandered in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and its progeny.
3. The boundaries of the electoral districts shall be established so that the electoral districts do not result in a denial or abridgement of the right of any citizen to vote on account of race or color as provided in Section 2 of the federal Voting Rights Act.
4. The boundaries of the electoral districts shall observe communities of interest as identified in public comment or identified by the city council, including, but not limited to rural or urban populations; social interests; agricultural, industrial or service industry interests; residential and commercial areas, the location of city facilities and historical sites, and the like, insofar as practicable.
5. The boundaries of the electoral districts shall be compact, insofar as practicable.
6. The boundaries of the electoral districts shall be created to contain cohesive, contiguous territory, insofar as practicable.
7. The boundaries of the electoral districts may observe topography and geography, such as the existence of mountains, flat land, forest lands, man-made geographical features such as highways, major roadways and canals, etc., as natural divisions between districts, insofar as practicable.
8. Unless otherwise required by law, the electoral districts shall be created using whole census blocks, insofar as practicable.
9. The boundaries of the electoral districts may avoid the "pairing" of incumbents in the same electoral district, insofar as this does not conflict with the constitution and laws of the State of California and the United States.
10. The boundaries of the electoral districts shall comply with such other factors which become known during the districting process and are formally adopted by the City Council.

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)

I, Debbie A. Lee, CMC, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2016 – 09 was duly adopted at a special meeting held on January 27, 2016, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Council Members Benoit, Cashman, Swanson, Mayor Pro Tem Walker,
Mayor Moore

NOES: None

ABSTAIN: None

ABSENT: None



Debbie A. Lee, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: February 10, 2016

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

PREPARED BY: Rochelle Johnson, Acting Accounting Manager

SUBJECT: FY 2015-16 Mid Year Budget Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and consider approval of the Fiscal Year 2015-16 Mid Year Report; and
2. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS
TO THE FY 2015-16 BUDGETED REVENUES AND
EXPENSES

BACKGROUND:

This mid year budget report for Fiscal Year 2015-16 reflects the Finance Department's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with the decision making process. All funds have been reviewed in preparing this report.

The emphasis of this report is on the General Fund which funds most of the government services such as public safety, general administrative services, building, planning, economic development, etc. This report also discusses preliminary prior year results, budget trends and the economic/political outlook that may impact the City's resources.

The primary purposes of this report are to:

- Recommended budgetary changes to address known budget deficiencies.
- Recommend budget changes to align the budget with projected fiscal year end actual costs;
- Identify changes which materially impact fund balances; and

- Recommend budget adjustments that are consistent with City Council goals and objectives.

BACKGROUND/DISCUSSION:

On June 24, 2015, the City Council adopted the second biennial operating budget for fiscal years 2015-16 and 2016-17 for the City of Wildomar. That budget plan represented a conservative and balanced budget totaling \$9,105,300 for the General Fund for fiscal year 2015-16. The 225 page budget document, complete with narratives on the budget process, goals and objectives of each department, fiscal policies and practices, city wide summaries of revenues and expenditures, and department details of budgeted expenditures, is available on the City website.

With six months of fiscal activity having been completed at the December 31, 2015 mid year completion date, staff is recommending the consideration of several minor self balancing changes.

FISCAL IMPACT:

None

ATTACHMENTS

FY 2015-16 Mid Year Budget Report and Proposed Changes

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2015-16 BUDGETED REVENUES AND EXPENSES

WHEREAS, The City of Wildomar Biennial Budget for FY 2015-16 and 2016-17 was approved by the Wildomar City Council on June 24, 2015.

WHEREAS, Changing economic conditions require that the original approved budget be monitored and updated: and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar authorizes the amendment to the FY 2015-16 Budgets in the amount of \$17,894,100 in revenues along with total expenditures in the amount of \$17,392,800 attached as Exhibit A.

PASSED, APPROVED AND ADOPTED this 10th day of February, 2016.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT A

**City of Wildomar
Total City Budgets Summary
FY 2015-16
Mid-Year**

	Estimated Available Balance 09/30/15	2nd Qtr. Mid Year Budgeted Revenues 2015-16	Funds Available 2015-16	2nd Qtr. Mid Year Proposed Appropriations 2015-16	Estimated Available Balance 12/31/15
General Fund	\$ 803,786	\$ 9,129,600	\$ 9,933,386	\$ 9,092,500	\$ 840,886
	0				
Non-General Funds					
Gas Tax/TCRP (prop 42)	\$ 6,961	\$ 830,800	\$ 837,761	\$ 1,257,800	\$ (420,039)
Measure A	27,063	565,000	592,063	616,200	(24,137)
TDA	(573,535)	781,300	207,765	158,400	49,365
AQMD	85,508	41,800	127,308	120,500	6,808
LMD 2006-1 (Parks)	(264,938)	-	(264,938)	-	(264,938)
LMD 89-1	365,524	302,700	668,224	302,700	365,524
CSA 22	(13,589)	30,600	17,011	30,600	(13,589)
CSA 103	(71,778)	162,800	91,022	162,800	(71,778)
CSA 142	(144,233)	36,100	(108,133)	36,200	(144,333)
Measure Z - Parks	47,977	330,300	378,277	323,900	54,377
CFD 2013-1 Maintenance	-	-	-	128,400	(128,400)
Grant Fund	(1,712,343)	2,983,800	1,271,457	4,441,800	(3,170,343)
SLESF	(4,620)	100,000	95,380	100,000	(4,620)
CDBG	(154,597)	110,000	(44,597)	206,300	(250,897)
Cemetery	1,574,012	429,800	2,003,812	414,700	1,589,112
Cemetery Endowment	200,491	9,000	209,491	-	209,491
DIF-Admin	(87,723)	10,400	(77,323)	-	(77,323)
DIF-Public Facilities	579,907	62,300	642,207	-	642,207
DIF-Police	41,226	39,500	80,726	-	80,726
DIF-Animal Shelter	20,249	40,600	60,849	-	60,849
DIF-Corporate Yard	20,079	13,900	33,979	-	33,979
DIF-Fire Facilities	666,897	76,400	743,297	-	743,297
DIF-Trans & Roads	486,984	660,200	1,147,184	-	1,147,184
DIF-Trans & Signals	499,065	85,800	584,865	-	584,865
DIF-Drainage	-	250,700	250,700	-	250,700
DIF-Regional Parks	747,175	96,800	843,975	-	843,975
DIF-Parks Improvement	-	636,900	636,900	-	636,900
DIF-Community Ctr	54,020	77,000	131,020	-	131,020
DIF-Multipurpose Trails	219,642	-	219,642	-	219,642
DIF-Library	35,710	-	35,710	-	35,710
Total Non-General Funds	\$ 2,851,134	\$ 8,764,500	\$ 3,868,600	\$ 8,300,300	\$ (4,017,000)
Total City Funds	\$ 3,454,920	\$ 17,894,100	\$ 13,801,986	\$ 17,392,800	\$ (3,176,114)

ATTACHMENT

**FY 2015-16 Mid-Year
Budget Review Report**

**FY 2015-16 Mid-Year
Budget Review Report
Revenue Summary**

City of Wildomar

Revenue Group

Budget Report

Mid Year July 1, 2015 - December 31, 2015

Prepared By:
Reviewed/Approved By:

<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
100 General Fund						
3100 Sales & Use Tax	1,332,700	333,007	999,693	25%	-	1,332,700
3101 Sales & Use Tax TFL	349,800	-	349,800	0%	-	349,800
3102 Property Tax in Lieu of Sales Tax	-	-	-	0%	-	-
3103 ERAF Sales Tax	75,000	-	75,000	0%	-	75,000
3104 Pass Through Payment	60,000	-	60,000	0%	-	60,000
3105 Property Tax-Secured	3,304,800	-	3,304,800	0%	-	3,304,800
3106 Property Tax-Unsecured	175,000	140,071	34,929	80%	-	175,000
3107 Property Tax-Prior Year	100,000	-	100,000	0%	-	100,000
3108 Property Tax-HOPTR	50,000	-	50,000	0%	-	50,000
3109 Property Tax-Supplemental, SBE	65,000	-	65,000	0%	-	65,000
3110 Real Property Transfer Tax	112,200	49,638	62,562	44%	-	112,200
3112 Property Tax VLF Swap	-	-	-	0%	-	-
3120 Franchise Fee-Solid Waste	311,000	96,418	214,582	31%	-	311,000
3121 Franchise Fee-Electricity	313,000	-	313,000	0%	-	313,000
3122 Franchise Fee-Gas	132,600	-	132,600	0%	-	132,600
3123 Franchise Fee Cable-Time Warner	61,200	18,008	43,192	29%	-	61,200
3124 Franchise Fee-Telecomm-Verizon	255,000	61,215	193,785	24%	-	255,000
3200 Business Registration Fee	17,000	11,455	5,545	67%	-	17,000
3201 NPDES Inspection Fee	-	1,354	(1,354)	0%	-	-
3210 Planning Fee	-	-	-	0%	-	-
3230 Develop/Engineering Permit Fee	-	-	-	0%	-	-
3235 Encroachment Permit	-	-	-	0%	-	-
3240 Building & Safety Fee	315,000	173,354	141,646	55%	-	315,000
3260 Private Development Fee	1,432,300	158,319	1,273,981	11%	-	1,432,300
3265 Animal Control Fee	-	-	-	0%	-	-
3268 Code Enforcement Revenue	25,000	4,457	20,543	18%	-	25,000
3270 Fines & Forfeitures	65,000	15,577	49,423	24%	-	65,000
3271 AMR Fines	9,000	-	9,000	0%	-	9,000
3300 Abandoned Property Registration	9,000	2,500	6,500	28%	-	9,000
3310 Public Safety Revenue	10,000	4,916	5,084	49%	-	10,000
3320 Special Event Revenue	3,000	6,315	(3,315)	210%	-	3,000
3322 Parks & Recreation	1,000	-	1,000	0%	-	1,000
3323 Farmers Market	-	-	-	0%	-	-
3324 RTA Bus Pass	-	234	(234)	100%	-	-
3325 Sports Leagues	-	-	-	0%	-	-
3326 Citizen Corp Revenue	-	-	-	0%	-	-
3500 Motor Vehicle License Fee	-	-	-	0%	-	-
3525 SB90 State Mandated Cost Reimb	10,000	-	10,000	0%	-	10,000
3526 State Condemnation Rev	-	-	-	0%	-	-
3530 County Augmentation	-	-	-	0%	-	-
3535 County/Special Dist. Reimb.	20,000	-	20,000	0%	-	20,000
3540 Grant Revenue	-	-	-	0%	-	-

City of Wildomar

Prepared By:
Reviewed/Approved By:

Revenue Group

Budget Report

Mid Year July 1, 2015 - December 31, 2015

<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
3800 Interest Income	5,000	-	5,000	0%	-	5,000
3801 Gain or Loss on Investment	-	-	-	0%	-	-
3802 Cash Over/Short	-	-	-	0%	-	-
3850 Miscellaneous Income	1,000	165,337	(164,337)	16534%	-	1,000
3851 Save Our Park Donation	-	-	-	0%	-	-
3852 Donations	-	-	-	0%	-	-
3853 SOP Donation-O'Brien	-	-	-	0%	-	-
3854 SOP Donation-Windsong	-	-	-	0%	-	-
3855 GDS Park Rehab	-	-	-	0%	-	-
3900 Transfers In	510,000	-	510,000	0%	-	510,000
3901 Prior Period Adjustment	-	-	-	0%	-	-
Total	General Fund	9,129,600	1,242,175	14%	-	9,129,600
200 Gas Tax						
3503 Gas Tax 2103	176,900	96,379	80,521	54%	-	176,900
3505 Gas Tax 2105	223,100	81,554	141,546	37%	-	223,100
3506 Gas Tax 2106	119,800	51,645	68,155	43%	-	119,800
3507 Gas Tax 2107	305,000	76,592	228,408	25%	-	305,000
3508 Gas Tax 2107.5	6,000	30,419	(24,419)	507%	-	6,000
3535 County/Special Dist. Reimb.	-	-	-	0%	-	-
3540 Grant Revenue	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
3901 Prior Period Adjustment	-	-	-	0%	-	-
Total	Gas Tax	830,800	336,590	41%	-	830,800

City of Wildomar

Revenue Group

Budget Report

Mid Year July 1, 2015 - December 31, 2015

Prepared By:
Reviewed/Approved By:

<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
201 Measure A						
3520 Measure A Revenue	565,000	137,764	427,236	24%	-	565,000
3540 Grant Revenue	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3850 Miscellaneous Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Measure A	565,000	137,764	427,236	24%	-	565,000
203 TDA						
3524 TDA Article 3 Rev	781,300					41,800
3800 Interest Income					-	-
Total TDA	781,300				-	41,800
210 AQMD						
3510 AQMD-AB2766	41,800	10,825	30,975	26%		41,800
Total AQMD	41,800	10,825	30,975	26%	-	41,800
251 LLMD 89-1C						
3550 Special Assessment	-	-	-	0%	-	-
8803 Zone 3 Special Assessment	108,000	-	108,000	0%	-	108,000
8818 Zone 18 STL Special Assessment	700	-	700	0%	-	700
8826 Zone 26 STL Special Assessment	1,000	-	1,000	0%	-	1,000
8827 Zone 27 STL Special Assessment	1,100	-	1,100	0%	-	1,100
8829 Zone 29 Special Assessment	900	-	900	0%	-	900
8830 Zone 30 Special Assessment	29,100	-	29,100	0%	-	29,100
8835 Zone 35 STL Special Assessment	200	-	200	0%	-	200
8842 Zone 42 Special Assessment	30,900	-	30,900	0%	-	30,900
8850 Zone 50 STL Special Assessment	300	-	300	0%	-	300
8851 Zone 51 Special Assessment	7,300	-	7,300	0%	-	7,300
8852 Zone 52 Special Assessment	59,000	-	59,000	0%	-	59,000
8859 Zone 59 Special Assessment	4,600	-	4,600	0%	-	4,600
8862 Zone 62 Special Assessment	16,200	-	16,200	0%	-	16,200
8867 Zone 67 Special Assessment	6,800	-	6,800	0%	-	6,800
8870 Zone 70 STL Special Assessment	1,100	-	1,100	0%	-	1,100
8871 Zone 71 Special Assessment	9,700	-	9,700	0%	-	9,700
8872 Zone 71 Special Lighting	400	-	400	0%	-	400
8873 Zone 73 STL Special Assessment	700	-	700	0%	-	700
8888 Zone 88 STL Special Assessment	700	-	700	0%	-	700
8890 Zone 90 Special Assessment	24,000	-	24,000	0%	-	24,000
Total LLMD 89-1C	302,700	-	302,700	0%	-	302,700
252 CSA-22						
						-

City of Wildomar

Revenue Group

Budget Report

Mid Year July 1, 2015 - December 31, 2015

Prepared By:
Reviewed/Approved By:

<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
3550 Special Assessment	30,600	-	30,600	0%	-	30,600
CSA-22	30,600	-	30,600	0%	-	30,600
Total						
253 CSA-103						
3550 Special Assessment	162,800	-	162,800	0%	-	162,800
CSA-103	162,800	-	162,800	0%	-	162,800
Total						
254 CSA-142						
3550 Special Assessment	36,100	-	36,100	0%	-	36,100
CSA-142	36,100	-	36,100	0%	-	36,100
Total						
255 Measure Z Park						
3320 Special Event Revenue	-	9,831	(9,831)	0%	-	-
3550 Special Assessment	324,700	-	324,700	0%	-	324,700
3553 Marna O'Brien Park Facility-Rent	1,000	2,918	(1,918)	292%	-	1,000
3555 Windsong Park -Facility Rent	100	-	100	0%	-	100
3556 Breakfast w/Santa	4,000	-	4,000	0%	-	4,000
3852 Donations	500	-	500	0%	-	500
3855 GDS	-	40	(40)	0%	-	-
Total	Measure Z Park	12,789	317,511	4%	-	330,300
280 Grants						
3535 County/Special Dist. Reimb.	-	-	-	0%	-	-
3540 Grant Revenue	2,983,800	558,917	-	0%	-	2,983,800
3900 Transfers In	-	-	-	0%	-	-
Total	Grants	558,917	-	0%	-	2,983,800
281 SLESF						
3521 SLESF Revenue	100,000	64,618	35,382	65%	-	100,000
3540 Grant Revenue	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total	SLESF	64,618	35,382	65%	-	100,000
282 CDBG						
3540 Grant Revenue	110,000	-	-	0%	-	110,000
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total	CDBG	-	-	0%	-	110,000

City of Wildomar

Prepared By:
Reviewed/Approved By:

Revenue Group

Budget Report

Mid Year July 1, 2015 - December 31, 2015

<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
300 Cemetery						-
3104 Pass Through Payment	-	-	-	0%		-
3105 Property Tax-Secured	350,000	-	350,000	0%		350,000
3106 Property Tax-Unsecured	16,000	16,529	(529)	0%		16,000
3107 Property Tax-Prior Year	1,000	-	1,000	0%		1,000
3108 Property Tax-HOPTR	5,000	-	5,000	0%	-	5,000
3109 Property Tax-Supplemental, SBE	7,800	-	7,800	0%	-	7,800
3111 Property Tax-Teeter	-	7,974	(7,974)	0%	-	-
3525 SB90 State Mandated Cost Reimb	-	-	-	0%	-	-
3527 State Mandated Cost Reimbursement	-	-	-	0%	-	-
3536 Endowment	-	-	-	0%	-	-
3537 Proceeds from Cemetery	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3850 Miscellaneous Income	50,000	17,870	32,130	36%	-	50,000
3900 Transfers In	-	-	-	0%	-	-
3910 Contribution from County	-	-	-	0%	-	-
Total Cemetery	429,800	42,373	387,427	10%	-	429,800
301 Cemetery Endowment						
3104 Pass Through Payment	-	-	-	0%	-	-
3105 Property Tax-Secured	-	-	-	0%	-	-
3106 Property Tax-Unsecured	-	-	-	0%	-	-
3536 Endowment	9,000	5,200	3,800	58%	-	9,000
3537 Proceeds from Cemetery	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3850 Miscellaneous Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
3910 Contribution from County	-	-	-	0%	-	-
Total Cemetery Endowment	9,000	5,200	3,800	58%	-	9,000
410 Admin DIF						
3560 Development Impact Fee	-	-	-	0%	-	-
3561 DIF-Single Family Residence	9,300	1,320	7,980	0%	-	9,300
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	1,100	473	627	0%	-	1,100
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Admin DIF	10,400	1,793	8,607	0%	-	10,400

City of Wildomar

Revenue Group

Budget Report

Mid Year July 1, 2015 - December 31, 2015

Prepared By:
Reviewed/Approved By:

<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
420 City Hall DIF was Public Facilities DIF						
3560 Development Impact Fee	-	-	-	0%	-	-
3561 DIF-Single Family Residence	62,300	16,044	46,256	0%	-	62,300
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	2,641	(2,641)	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total	City Hall DIF	18,685	43,615	30%	-	62,300
421 Police DIF						
3560 Development Impact Fee	-	-	-	0%	-	-
3561 DIF-Single Family Residence	36,900	9,040	27,860	0%	-	36,900
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	2,600	1,562	1,038	0%	-	2,600
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total	Police DIF	10,602	28,898	0%	-	39,500
422 Animal Shelter DIF						
3560 Development Impact Fee	-	-	-	0%	-	-
3561 DIF-Single Family Residence	40,600	13,776	26,824	0%	-	40,600
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	-	-	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total	Animal Shelter DIF	13,776	26,824	0%	-	40,600
423 Corporate Yard DIF						
3560 Development Impact Fee	-	-	-	0%	-	-
3561 DIF-Single Family Residence	13,000	-	13,000	0%	-	13,000
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	900	-	900	0%	-	900
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total	Corporate Yard DIF	-	13,900	0%	-	13,900

City of Wildomar

Revenue Group

Budget Report

Mid Year July 1, 2015 - December 31, 2015

Prepared By:
Reviewed/Approved By:

<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
430 Fire Facilities DIF						-
3560 Development Impact Fee	-	-	-	0%	-	-
3561 DIF-Single Family Residence	71,400	17,520	53,880	0%	-	71,400
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	5,000	3,021	1,979	0%	-	5,000
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total	76,400	20,541	55,859	27%	-	76,400
440 Trans-Roads DIF						
3560 Development Impact Fee	-	-	-	0%	-	-
3561 DIF-Single Family Residence	500,900	54,960	445,940	0%	-	500,900
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	159,300	13,103	146,197	0%	-	159,300
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total	660,200	68,063	592,137	10%	-	660,200
450 Trans-Signals DIF						
3560 Development Impact Fee	-	-	-	0%	-	-
3561 DIF-Single Family Residence	65,100	94,280	(29,180)	0%	-	65,100
3562 DIF-Multi-Family Residential	20,700	74,138	(53,438)	0%	-	20,700
3563 DIF-Commercial	-	-	-	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total	85,800	168,418	(82,618)	196%	-	85,800

City of Wildomar

Prepared By:
Reviewed/Approved By:

Revenue Group

Budget Report

Mid Year July 1, 2015 - December 31, 2015

<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
451 Drainage DIF						-
3560 Development Impact Fee		-	-		-	-
3561 DIF-Single Family Residence	224,000	-	224,000		-	224,000
3562 DIF-Multi-Family Residential		-	-		-	-
3563 DIF-Commercial	26,700	-	26,700		-	26,700
3564 DIF-Industrial		-	-		-	-
3800 Interest Income		-	-		-	-
3900 Transfers In		-	-		-	-
Total	Drainage DIF	250,700	-		-	250,700
460 Regional Parks DIF						-
3560 Development Impact Fee	-	-	-	0%	-	-
3561 DIF-Single Family Residence	96,800	23,760	73,040	0%	-	96,800
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	-	-	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total	Regional Parks DIF	96,800	23,760	0%	-	96,800
461 Parks Improvement DIF						-
3560 Development Impact Fee	-	-	-		-	-
3561 DIF-Single Family Residence	636,900	-	636,900		-	636,900
3562 DIF-Multi-Family Residential	-	-	-		-	-
3563 DIF-Commercial	-	-	-		-	-
3564 DIF-Industrial	-	-	-		-	-
3800 Interest Income	-	-	-		-	-
3900 Transfers In	-	-	-		-	-
Total	Parks Improvement DIF	636,900	-		-	636,900
470 Community Ctr DIF						-
3560 Development Impact Fee	-	-	-	0%	-	-
3561 DIF-Single Family Residence	77,000	18,880	58,120	0%	-	77,000
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	-	-	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total	Community Ctr DIF	77,000	18,880	25%	-	77,000

City of Wildomar

Revenue Group

Budget Report

Mid Year July 1, 2015 - December 31, 2015

Prepared By:
Reviewed/Approved By:

<u>Account Number</u>	<u>Budget</u>	<u>6 month actual Revenues</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Proposed Adjustment</u>	<u>Adjusted Budget</u>
480 Multipurpose Trails DIF						
3560 Development Impact Fee	-	-	-	0%	-	-
3561 DIF-Single Family Residence	-	30,000	(30,000)	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	5,180	(5,180)	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Multipurpose Trails DIF	-	35,180	(35,180)	0%	-	-
490 Library DIF						
3560 Development Impact Fee	-	-	-	0%	-	-
3561 DIF-Single Family Residence	-	-	-	0%	-	-
3562 DIF-Multi-Family Residential	-	-	-	0%	-	-
3563 DIF-Commercial	-	-	-	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Library DIF	-	-	-	0%	-	-
Grand Total	17,894,100	2,790,950	15,103,150	16%	-	17,894,100

FY 2015-16 Mid-Year

Budget Review Report

Expenditure Summary

CITY OF WILDOMAR
 Expenditure Status Report
Mid Year FY 2015-2016
 July 1, 2015 - December 31, 2015

Expenditure Status Report as of 01/26/16.

Fund	<i>Budget</i>	<i>6 Month Actual Expenditure</i>	<i>Remaining Balance</i>	<i>Prct Used</i>	<i>Requested Budget Change</i>	<i>Revised Budget</i>
100 General Fund						
City Council	\$ 130,900	\$ 71,329	\$ 59,571	54%	\$ 3,500	\$ 134,400
City Manager	313,200	149,005	164,195	48%	3,300	316,500
City Clerk	158,700	61,416	97,284	39%	55,000	213,700
City Attorney	150,000	176,273	-26,273	118%	120,000	270,000
Administrative Svcs	279,400	194,220	85,180	70%	-	279,400
Community Services	30,500	6,574	23,926	22%	-	30,500
O'Brien Park	10,000	813	9,187	0%	-	10,000
Heritage Park	-	92	(92)	0%	-	-
Windsong Park	8,000	92	7,908	0%	-	8,000
Ball Fields	11,000	4,676	6,324	0%	-	11,000
Non-Departmental/Facilities	559,900	375,016	184,884	67%	(41,100)	518,800
General Government	1,651,600	1,039,506	612,094	63%	140,700	1,792,300
Community Dev Admin	87,000	10,720	76,280	12%	(49,700)	37,300
Planning Commission	22,500	7,465	15,035	33%	-	22,500
Building and Safety	401,300	165,329	235,971	41%	(37,200)	364,100
Planning	161,600	92,310	69,290	57%	4,000	165,600
Private Development	1,136,800	523,697	613,103	46%	(57,800)	1,079,000
Development Engineering	12,500	24	12,476	0%	-	12,500
Code Enforcement	129,500	41,021	88,479	32%	-	129,500
Community Development	1,951,200	840,568	1,110,632	43%	(140,700)	1,810,500
Public Works/Engineering	251,400	9,861	241,539	4%	-	251,400
Community Services	-	-	-	0%	-	-
Office of Emergency Mgmt	29,400	10,231	19,169	35%	-	29,400
Police	2,454,600	566,751	1,887,849	23%	-	2,454,600
Fire	2,274,800	999,005	1,275,795	44%	-	2,274,800
Animal Control	479,500	233,020	246,480	49%	-	479,500
Public Safety	5,238,300	1,809,007	3,429,293	35%	-	5,238,300
General Fund	\$ 9,092,500	\$ 3,698,941	\$ 5,393,559	41%	\$ -	\$ 9,092,500

Fund	Budget	6 Month Actual Expenditure	Remaining Balance	Prct Used	Requested Budget Change	Revised Budget
200-GAS TAX						
General Government	-	-	-	0%	-	-
Public Works/Engineering	1,257,800	631,521	626,279	50%	-	1,257,800
Safe Sidewalks to Schools	-	-	-	0%	-	-
Clinton Keith/I-15 Interchg 01	-	-	-	0%	-	-
Bundy Canyon/Scott Rd Widen 02	-	63,554	(63,554)	0%	-	-
I-15/Baxter Traf Sig 03	-	-	-	0%	-	-
Grand Ave Widen 04	-	-	-	0%	-	-
Palomar Widen 05	-	-	-	0%	-	-
Clinton Keith Widen 08	-	62	(62)	0%	-	-
Elsinore HS Sdwk SB821 Ph 2 CIP16	-	-	-	0%	-	-
Total Gas Tax	1,257,800	695,136	562,664	55%	-	1,257,800
201-MEASURE A						
Public Works/Engineering	87,100	-	87,100	0%	-	87,100
Accessibility Imp Prog	20,000	-	20,000	0%	-	20,000
Roadway Safety Imp	40,000	4,344	35,656	11%	-	40,000
Slurry Seal Prog	63,000	-	63,000	0%	-	63,000
Public Works/Unpaved Roadways	-	591	(591)	-	-	0
City Wide Maint Prog	187,000	64,701	122,299	35%	-	187,000
Traffic Signal Imp-HiddenSpr/ClintonKeith	11,000	-	11,000	0%	-	11,000
Almond Street Sidewalk Improvements	27,000	-	27,000	0%	-	27,000
Clinton Keith Slurry Seal	17,600	401	17,199	0%	-	17,600
George Ave Sidewalk Imp	5,000	-	5,000	0%	-	5,000
Pavement Repair Program	35,000	-	35,000	0%	-	35,000
Bundy Canyon Rd. Safety Imp.	25,300	2,442	22,858	0%	-	25,300
Grand Ave & Clinton Keith Bike Ph 1	25,000	69,257	(44,257)	0%	-	25,000
Grand Ave & Clinton Keith Bike Ph 2	35,200	51,211	(16,011)	0%	-	35,200
Contract Services	38,000	26,081	11,919	0%	-	38,000
Total Measure A	616,200	219,029	397,172	36%	-	616,200
202						
Public Works/Engineering	-	-	-	0%	-	-
Traffic Congestion Relief	-	-	-	0%	-	-
203 TDA						
Contractual Services	158,400	11,040	147,360	7%	-	158,400
TDA Fund	158,400	11,040	147,360	7%	-	158,400

Fund	Budget	6 Month Actual Expenditure	Remaining Balance	Prct Used	Requested Budget Change	Revised Budget
210 AQMD						
Public Works/Engineering	4,900	-	4,900	0%	-	4,900
Unpaved Roadway	115,600	115,600	-	100%	-	115,600
AQMD	120,500	115,600	4,900	96%	-	120,500
251 LLMD 89-1C						
Community Services	-	3,156	(3,156)	0%	-	-
		17,500	(17,500)			
Public Works/Engineering	-	20,656	(20,656)	0%	-	-
Zone 03	108,000	35,663	72,337	33%	-	108,000
Zone 18	800	202	598	25%	-	800
Zone 26	1,000	270	730	27%	-	1,000
Zone 27	1,100	337	763	31%	-	1,100
Zone 29	900	721	179	80%	-	900
Zone 30	29,100	5,260	23,840	18%	-	29,100
Zone 35	200	48	152	24%	-	200
Zone 42	30,900	4,959	25,941	16%	-	30,900
Zone 50	200	67	133	34%	-	200
Zone 51	7,200	1,240	5,960	17%	-	7,200
Zone 52	59,000	2,472	56,528	4%	-	59,000
Zone 59	4,600	535	4,065	12%	-	4,600
Zone 62	16,200	1,801	14,399	11%	-	16,200
Zone 67	6,800	136	6,664	2%	-	6,800
Zone 70	1,100	202	898	18%	-	1,100
	267,100	53,913	213,187	20%	-	267,100
Street Lights	400	67	333	17%	-	400
Landscape	9,700	1,081	8,619	11%	-	9,700
Transfer	-	-	-	0%	-	-
Zone 71	10,100	1,148	8,952	11%	-	10,100
251-873 Zone 3						
Zone 3	700	135	565	19%	-	700
Zone 88	700	-	700	0%	-	700
Zone 90	24,100	-	24,100	0%	-	24,100
Zone 181	-	623	-623	0%	-	-
LLMD 89-1C	302,700	76,475	226,225	25%	-	302,700

Fund	Budget	6 Month Actual Expenditure	Remaining Balance	Prct Used	Requested Budget Change	Revised Budget
252 CSA-22						
Landscape	-	-	-	0%	-	-
General Government	-	-	-	0%	-	-
Public Works	600	15,515	(14,915)	0%	-	600
Street Lights	30,000	3,833	26,167	13%	-	30,000
CSA-22	30,600	19,349	11,252	63%	-	30,600
253						
CSA-103	162,800	77,151	85,649	47%		162,800
254						
CSA-142	36,200	13,759	22,441	38%		36,200
255 Measure Z						
Community Services	93,200	33,554	59,646	0%	-	93,200
O'Brien Park	179,600	78,571	101,029	44%	-	179,600
Heritage Park	20,500	15,497	5,003	76%	-	20,500
Windsong Park	30,600	17,417	13,183	57%	-	30,600
General Government	323,900	145,039	178,861	45%	-	323,900
Public Works/Engineering	-	-	-	0%	-	-
Total Measure Z Park	323,900	145,039	178,861	45%	-	323,900
260-CFD 2013-1						
General Government	75,100	-	75,100	0%	-	75,100
Public Works/Engineering	53,300	4,000	49,300	8%	-	53,300
Total CDF 2013-1	128,400	4,000	124,400	0%	-	128,400

Fund		Budget	6 Month Actual Expenditure	Remaining Balance	Prct Used	Requested Budget Change	Revised Budget
280-Grants							
	Public Works/Engineering	-	17	(17)	0%	-	-
	Total Public Safety	-	17	(17)	0%	-	0
280-908	Clinton Keith/I-15 Interchg 01	-	-	-	0%	-	-
280-909	Bundy Canyon/Scott Rd Widen 02	1,197,800	163,120	1,034,680	14%	-	1,197,800
280-912	Palomar Widen 05	-	522	(522)	0%	-	-
280-913	Clinton Keith Widen 08	380,000	15,930	364,070	0%	-	380,000
280-914	Street Light Replacement	-	-	-	0%	-	-
280-915	Storm Event-Jan 2010	-	-	-	0%	-	-
280-916	Storm Event-Dec 2010	-	-	-	0%	-	-
280-917	Safe Sidewalks to Schools SB821 Phase 1	-	-	-	0%	-	-
280-918	Elsinore HS Sdwk SRS2 Ph 2 CIP16	-	-	-	0%	-	0
280-919	Elsinore HS Sdwk SB821 Ph 2 CIP16	-	-	-	0%	-	0
280-920	Grand Sidewalk SB821 CIP18	-	-	-	0%	-	0
280-921	Traffic Signal Imp-HiddenSpr/ClintonKeit	99,000	5,167	93,833	0%	-	99,000
280-922	Almond Street Sidewalk Improvements	-	-	-	0%	-	0
280-923	Collier Elementary Sidewalk Imp	470,000	4,403	465,597	0%	-	470,000
280-925	Clinton Keith Slurry Seal	135,000	3,628	131,372	0%	-	135,000
280-926	George Ave Sidewalk Imp	-	-	-	0%	-	0
280-928	Bundy Canyon Rd. Safety Imp.	226,900	-	226,900	0%	-	226,900
280-929	Grand Ave & Clinton Keith Bike Ph 1	-	2,033	(2,033)	0%	-	-
280-930	Grand Ave Bike Path Ph 2	-	1,654	(1,654)	0%	-	-
280-932	Lateral C-1 (Zone 7)	1,824,200	38,506	1,785,694	2%	-	1,824,200
280-961	Project Study Report I-15 @ Bundy Canyon	100,000	-	100,000	0%	-	100,000
280-55x	Community Services	-	-	-	-	-	0
280-962	Cal Recycle CCPP FY 13-14	8,900	3,973	4,927	45%	-	8,900
		4,441,800	238,953	4,202,863	5%	-	4,441,800
	Grants	4,441,800	238,970	4,202,829	5%	-	4,441,800
281-SLESF							
	SLESF	100,000	-	100,000	0%	-	100,000
282-CDBG							
	CDBG	206,300	7,923	198,377	4%	-	206,300
300 Cemetery							
	Cemetery	414,700	179,075	235,625	43%	-	414,700
301-Cemetery Endowment							
	Cemetery Endowment	-	-	-	0%	-	-
410-ADMIN DIF							
	Total Admin DIF	-	2,319	-2,319	0%	-	-
420-CITY HALL DIF							

Fund		Budget	6 Month Actual Expenditure	Remaining Balance	Prct Used	Requested Budget Change	Revised Budget
		-	-	-	0%	-	-
	Total City Hall DIF	-	57,953	(57,953)	0%	-	-
421-POLICE DIF		-	57,953	(57,953)	0%	-	-
		-	-	-	0%	-	-
	Total Police DIF	-	-	-	0%	-	-
422-ANIMAL SHELTER DIF		-	-	-	0%	-	-
		-	-	-	0%	-	-
	Total Animal Shelter DIF	-	-	-	0%	-	-
423-CORP YARD DIF		-	-	-	0%	-	-
	Total Corp Yard DIF	-	-	-	0%	-	-
430-FIRE FACILITIES DIF		-	-	-	0%	-	-
	Total Fire Facilities DIF	-	-	-	0%	-	-
440 TRANS-ROADS DIF		-	-	-	0%	-	-
	Total Trans-Roads DIF	-	-	-	0%	-	-
450- TRANS SIGNALS DIF		-	-	-	0%	-	-
	Total Trans-Signals DIF	-	-	-	0%	-	-
460-REGIONAL PARKS DIF		-	-	-	0%	-	-
	Total Regional Parks DIF	-	10,475	(10,475)	0%	-	-
470-COMMUNITY CTR DIF		-	-	-	0%	-	-
	Total Community Ctr DIF	-	11,586	(11,586)	0%	-	-
480-MULTIPURPOSE TRAILS DIF		-	-	-	0%	-	-
	Total Multipurpose Trails DIF	-	-	-	0%	-	-
490-LIBRARY DIF		-	-	-	0%	-	-
	Total Library DIF	-	-	-	0%	-	-
	Grand Total	17,392,800	5,583,819	11,808,981	32%	-	17,392,800

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
JANUARY 13, 2016**

CALL TO ORDER

The regular session of January 13, 2016, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Moore at 7:37 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Trustees Benoit, Cashman, Swanson, Vice Chair Walker, and Chair Moore. Members absent: None.

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 Benoit, seconded by Vice Chair Walker, to approve the agenda as presented.

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

4.0 CONSENT CALENDAR

A MOTION was made by Trustee Benoit, seconded by Vice Chair Walker, to approve the Consent Calendar as presented.

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

4.1 Minutes – December 9, 2015 Regular Meeting

Approved the Minutes as submitted.

4.2 Warrant Register

Approved the following:

1. Warrant Register dated 12-03-2015, in the amount of \$2,052.95;
2. Warrant Register dated 12-10-2015, in the amount of \$873.91;
3. Warrant Register dated 12-17-2015, in the amount of \$956.98;
4. Warrant Register dated 12-23-2015, in the amount of \$2,622.16 &
5. Warrant Register dated 12-30-2015, in the amount of \$534.54.

4.3 Treasurer's Report

Approved the Treasurer's Report for November, 2015.

5.0 PUBLIC HEARINGS

There were no items scheduled.

6.0 GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business, Chair Moore declared the meeting adjourned at 7:38 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Bridgette Moore
Chair

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: February 10, 2016

TO: Chairman and Board of Trustees
FROM: James Riley, Finance Director
PREPARED BY: Rochelle Johnson, Acting Accounting Manager
SUBJECT: Warrant Register

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 01-07-16, in the amount of \$1,334.29;
2. Warrant Register dated 01-14-2016, in the amount of \$892.73;
3. Warrant Register dated 01-21-2016, in the amount of \$761.77; &
4. Warrant Register dated 01-28-2016, in the amount of \$1,178.17.

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 2015-16 Budget.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Voucher List 01/07/2016
Voucher List 01/14/2016
Voucher List 01/21/2016
Voucher List 01/28/2016

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205661	1/7/2016	000367 CINTAS CORPORATION	55207068		STAFF UNIFORM MAINTENANCE	42.72
Total :						42.72
205662	1/7/2016	000608 DEJONG, PETER	123015		CEMETERY DRINKING WATER	6.25
Total :						6.25
205663	1/7/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER	7799440		11/13/15-12/14/15 CEMETERY WATER SERVICE	691.41
Total :						691.41
205664	1/7/2016	000631 LABOR READY	20495684 20499938		CEMETERY LABOR 12/19/15-12/25/15 CEMETERY LABOR 12/12/15-12/18/15	381.58 124.43
Total :						506.01
205665	1/7/2016	000186 RIGHTWAY	112699		12/24/15-1/21/16 CEMETERY RESTROOM MAINT	87.90
Total :						87.90
5 Vouchers for bank code : wf						Bank total : 1,334.29
5 Vouchers in this report						Total vouchers : 1,334.29

Voucher List
City of Wildomar

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>
205666	1/14/2016	000367 CINTAS CORPORATION	55209682		STAFF UNIFORM MAINTENANCE	42.72
					Total :	42.72
205667	1/14/2016	000011 CR&R INC.	284580		JAN 2016 WASTE SERVICES - 3 YD COMMERCIA	129.54
					Total :	129.54
205668	1/14/2016	000631 LABOR READY	20514731		12/26/15-1/01/16 CEMETERY LABOR	373.29
					Total :	373.29
205669	1/14/2016	000094 STAUFFERS LAWN EQUIPMENT	245803		CEMETERY DEPARTMENTAL SUPPLIES	347.18
					Total :	347.18
4 Vouchers for bank code : wf						Bank total : 892.73
4 Vouchers in this report						Total vouchers : 892.73

01/21/2016 3:40:58PM

Voucher List
City of Wildomar

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>
205718	1/21/2016	000367 CINTAS CORPORATION	55212325		STAFF UNIFORM MAINTENANCE	42.72
					Total :	42.72
205719	1/21/2016	000608 DEJONG, PETER	11316		CEMETERY DRINKING WATER	12.25
					Total :	12.25
205720	1/21/2016	000631 LABOR READY	20524646		1/02/16-1/08/16 CEMETERY LABOR	706.80
					Total :	706.80
3 Vouchers for bank code : wf						Bank total : 761.77
3 Vouchers in this report						Total vouchers : 761.77

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205721	1/28/2016	000028 CALPERS	1942B		FEB 2016 CEMETERY RETIREE HEALTH PREMIUM	367.55
					Total :	367.55
205722	1/28/2016	000367 CINTAS CORPORATION	55214936		STAFF UNIFORM MAINTENANCE	42.72
					Total :	42.72
205723	1/28/2016	000608 DEJONG, PETER	12716		CEMETERY DRINKING WATER	6.25
					Total :	6.25
205724	1/28/2016	000631 LABOR READY	20548687		CEMETERY LABOR 1/09/16-1/15/16	558.00
					Total :	558.00
205725	1/28/2016	000609 MORROW PLUMBING	90117		CRACKED BALL VALVE - BACKFLOW - CEMETERY	115.75
					Total :	115.75
205726	1/28/2016	000186 RIGHTWAY	116321		1/22/16-2/18/16 CEMETERY RESTROOM MAINT/	87.90
					Total :	87.90
6 Vouchers for bank code : wf						Bank total : 1,178.17
6 Vouchers in this report						Total vouchers : 1,178.17

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: February 10, 2016

TO: Mayor and City Council Members

FROM: James R. Riley, CPA, Finance Director

PREPARED BY: Rochelle Johnson, Acting Accounting Manager

SUBJECT: Treasurer's Report – December 2015

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Report for December, 2015.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of December, 2015.

FISCAL IMPACT:

None at this time.

Submitted by:
James R. Riley, CPA
Finance Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Treasurer's Report

**WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
December 2015**

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	\$ 122,550.22	\$ 122,550.22	\$ 122,550.22	100.00%	0	0.000%
TOTAL	\$ 122,550.22	\$ 122,550.22	\$ 122,550.22	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	\$ 125,425.95	\$	\$ (2,875.73)	\$ 122,550.22	0.000%
TOTAL	\$ 125,425.95	\$ -	\$ (2,875.73)	\$ 122,550.22	

TOTAL INVESTMENT \$ 122,550.22

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.

James A. Riley

1/29/2016

James A. Riley, CPA
Finance Director

Date