

CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

MARCH 9, 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 MARCH 9, 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 54956.9(d)(4) to confer with legal counsel with regard to one matter of potential initiation of litigation.
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 matter of pending litigation: CREED-21 v. City of Wildomar and Walmart Real Estate Business Trust; RSC Case No. RIC1504199.
3. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:
Property: APN 380-240-048; 23873 Clinton Keith Road, Wildomar, CA
Agency negotiators: Gary Nordquist
Negotiating parties: Strata Oaks, LLC
Under negotiation: Instruction regarding price and terms of payment.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

Boy Scout Troop 332

PRESENTATIONS

Eagle Scout Proclamations – Brandon Benline and Ryan Bellinghausen

2015 Miss City of Wildomar Queens Recognition

Fire Department Update

PUBLIC COMMENTS

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

State law allows the Council to only talk about items that are listed on the agenda. **Speakers are allowed to raise issues not listed on the agenda; however, the law does not allow the City Council to discuss those issues during the meeting.** After hearing the matter, the Mayor will turn the matter over to the City Manager who will put you in contact with the proper Staff person. Each speaker is asked to fill out a Public Comments Card available at the Chamber door and submit the card to the City Clerk. **Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally.** The time limit established for public comments is three minutes per speaker.

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

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

The City Council to approve the agenda as it is herein presented, or, if it is the desire of the City Council, the agenda can be reordered, 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 27, 2016 Special 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 02-04-2016 in the amount of \$129,606.75;
2. Warrant Register dated 02-04-2016 in the amount of \$9,171.27;
3. Warrant Register dated 02-11-2016 in the amount of \$103,314.35;
4. Warrant Register dated 02-18-2016 in the amount of \$112,841.52;
5. Warrant Register dated 02-25-2016 in the amount of \$618,634.25 &
6. Payroll Register dated 03-01-2016 in the amount of \$65,266.98.

1.4 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for January, 2016.

1.5 Master Drainage Plan Lateral C-1 Project, Cultural Resources Treatment and Tribal Monitoring Agreement

RECOMMENDATION: Staff recommends that the City Council approve the agreement with the Pechanga Band of Luiseño Indians (Pechanga) for tribal monitoring during grading, groundbreaking, excavation and ground disturbing activities.

1.6 Clinton Keith Road Resurfacing Project (CIP 034) Notice of Completion

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

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, TO ACCEPT THE CLINTON KEITH ROAD RESURFACING PROJECT (CIP 034) AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

1.7 Consultant Service Agreement for the Bundy Canyon Apartment Project Environmental Impact Report (Planning Application No. 16-0006)

RECOMMENDATION: Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Service Agreement between the City of Wildomar, Hufsdar Investors, LLC, and Applied Planning, Inc. to prepare the Environmental Impact Report (EIR) for the Bundy Canyon Apartment project; and
2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and Applied Planning, Inc. for the preparation of an EIR for the Bundy Canyon Apartment project.

1.8 FY 2014-15 Measure Z Oversight Advisory Committee Annual Report

RECOMMENDATION: Staff recommends that the City Council receive and file the Measure Z Oversight Advisory Committee's FY 2014-15 Annual Report.

1.9 Measure Z Oversight Advisory Committee Appointments

RECOMMENDATION: Staff recommends that the City Council appoint Scott Bradstreet to the Committee and direct the City Clerk to post the two vacant positions.

1.10 Ordinance No. 116 Second Reading – Horizons Mixed Use Development Project

RECOMMENDATION: The Planning Commission recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 116
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)

1.11 Ordinance No. 117 Second Reading - Grove Park Mixed Use Development Project

RECOMMENDATION: The Planning Commission recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 117
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)

2.0 PUBLIC HEARINGS

2.1 Proposed Voting By-District Boundary Maps; An Ordinance Changing the City's Electoral System From At-Large To By-District Elections With Respect To Electing City Council Members; Establishing District Boundaries; and Scheduling Elections Within The Districts

RECOMMENDATION: Staff recommends that the City Council:

1. Hold the third public hearing on proposed electoral district boundary maps for the new by-district electoral system as required under Elections Code section 10010;
2. Receive public comments and approve an electoral district map for use in the City's General Municipal Election in 2016 and thereafter until the district boundaries are adjusted as required by law; and
3. Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY OF WILDOMAR AMENDING
CHAPTER 1.12 OF THE WILDOMAR MUNICIPAL CODE BY
REPEALING SECTION 1.12.020 AND ADDING NEW SECTIONS
1.12.020, 1.12.030, AND 1.12.040 CHANGING THE CITY'S
ELECTORAL SYSTEM FROM AT-LARGE TO BY-DISTRICT
ELECTIONS WITH RESPECT TO ELECTING CITY COUNCIL
MEMBERS, ESTABLISHING DISTRICT BOUNDARIES, AND
SCHEDULING ELECTIONS WITHIN THE DISTRICTS

2.2 Zoning Ordinance Amendment No. 15-04 – CEQA exemption and a proposed code amendment related to the Pre-Application Review (PAR) process.

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

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION IN ACCORDANCE WITH SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND APPROVING AN AMENDMENT TO THE WILDOMAR MUNICIPAL CODE TO MOVE THE PROVISIONS OF CHAPTER 15.68 RELATED TO THE CITY'S PRE-APPLICATION REVIEW (PAR) PROCESS TO CHAPTER 17.214 (A NEW CHAPTER)

3.0 GENERAL BUSINESS

3.1 Grand Avenue Bike and Multi-purpose Trail Improvements Agreement with South Coast Air Quality Management District

RECOMMENDATION: Staff recommends that the City Council approve the agreement with the South Coast Air Quality Management District (SCAQMD) for partial funding of bike lanes on Grand Avenue.

3.2 WRCOG BEYOND Framework Fund Program

RECOMMENDATION: Staff recommends that the City Council accept \$39,814 in grant funding from the Western Riverside County of Governments (WRCOG) and authorize the City Manager to execute the BEYOND Framework Fund Program Funding Agreement.

3.3 Fire Station #61 Grant Deed Acceptance

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, ACCEPTING A GRANT DEED FROM THE COUNTY OF RIVERSIDE FOR FIRE STATION #61, ENCOMPASSING COUNTY ASSESSOR'S PARCEL 368-093-008 AND FINDING THE ACCEPTANCE OF THE GRANT DEED EXEMPT FROM CEQA

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 Warrant Register

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

1. Warrant Register dated 02-04-16, in the amount of \$42.72;
2. Warrant Register dated 02-11-2016, in the amount of \$4,179.59;
3. Warrant Register dated 02-18-2016, in the amount of \$741.50; &
4. Warrant Register dated 02-25-2016, in the amount of \$53.69.

4.2 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for January, 2016.

4.3 Resolution Designating the Chair and Vice Chair of the District

RECOMMENDATION: Staff recommends that the Board of Trustees adopt a Resolution entitled:

RESOLUTION NO. WCD2016 – 01
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR
CEMETERY DISTRICT, DESIGNATING THAT THE MAYOR AND
MAYOR PRO TEM OF THE WILDOMAR CITY COUNCIL SHALL
AUTOMATICALLY SERVE AS THE CHAIR AND VICE CHAIR OF THE
WILDOMAR CEMETERY DISTRICT

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

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

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 March 4, 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 SPECIAL MEETING MINUTES
JANUARY 27, 2016**

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

The special meeting of January 27, 2016, of the Wildomar City Council was called to order by Mayor Moore at 6:30 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, and Mayor Moore. Members absent: None.

Staff in attendance: City Manager Nordquist, City Attorney Jex, Police Chief Hollingsworth, Administrative Analyst Morales, and City Clerk Lee.

The flag salute was led by Councilman Benoit.

PUBLIC COMMENTS

There were no speakers.

1.0 SPECIAL ORDER OF BUSINESS

1.1 Plan for Establishment of Electoral Districts

City Clerk Lee read the title.

City Manager Nordquist presented the staff report. He then introduced the two companies who specialize in this.

Marguerite Leoni, attorney, presented the issues surrounding this issue and what steps the City needs to take to avoid legal problems.

Doug Johnson, National Demographics Corporation, presented the demographics and how boundary lines are drawn.

SPEAKERS:

George Taylor, resident, spoke against Districts and submitted a letter.

Gina Castanon, resident, with donated minutes from Ruben Castanon, spoke against going to Districts.

Ken Mayes, resident, spoke in favor of Districts.

Maria Walker, resident, spoke against Districts.

George Cambero, resident, spoke against Districts.

Joseph Morabito, resident, spoke against the Districts.

Discussion ensued regarding questions that were raised during the comments: Size of the City; One District, Five Members; Contacting State and Federal Legislators; what happens if no one runs from the District; the law focuses on the voter and not the one holding office; racial profiling; and the enormous legal costs to fight this.

Discussion further ensued regarding how the Districts should be drawn and all the upcoming Public Hearings needed to be held.

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

RESOLUTION NO. 2016 - 08
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, INITIATING PROCEDURES FOR ESTABLISHING AND
IMPLEMENTING BY-DISTRICT ELECTIONS FOR THE CITY OF
WILDOMAR CITY COUNCIL MEMBERS

MOTION carried 5-0, as follows:

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

NAY: None

ABSTAIN: None

ABSENT: None

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

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

MOTION carried 5-0, as follows:

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

ADJOURNMENT

There being no further business Mayor Moore adjourned the meeting at 8:22 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: March 9, 2016

TO: Mayor and City Council Members
FROM: James Riley, Finance Director
SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 02-04-2016 in the amount of \$129,606.75;
2. Warrant Register dated 02-04-2016 in the amount of \$9,171.27;
3. Warrant Register dated 02-11-2016 in the amount of \$103,314.35;
4. Warrant Register dated 02-18-2016 in the amount of \$112,841.52;
5. Warrant Register dated 02-25-2016 in the amount of \$618,634.25 &
6. Payroll Register dated 03-01-2016 in the amount of \$65,266.98.

DISCUSSION:

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

FISCAL IMPACT:

These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the FY 2015-16 Budget.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Voucher List 02/04/16(2)
Voucher List 02/11/16
Payroll Register 03/01/16

Voucher List 02/18/16
Voucher List 02/25/16

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>
205754	2/4/2016	000034	BIO-TOX LABORATORIES	31604	RC SHERIFF - LAB SERVICES	115.70
				31605	RC SHERIFF - LAB SERVICES	355.94
					Total :	471.64
205755	2/4/2016	000779	CASC ENGINEERING & CONSULTING	34591	PROF SVC THROUGH 10/31/15	7,392.00
					Total :	7,392.00
205756	2/4/2016	000920	CROCKER, SARA	12616	DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	207.00
					Total :	207.00
205757	2/4/2016	000037	DATA TICKET, INC.	67704A 67704B	DEC 2015 DAILY CITE PROCESSING DEC 2015 ONLINE CITATION PROCESSING	150.00 200.00
					Total :	350.00
205758	2/4/2016	000058	DEPARTMENT OF JUSTICE	144890	DEC 2015 POLICE BLOOD ALCOHOL	210.00
					Total :	210.00
205759	2/4/2016	000022	EDISON	12016 12116 12316	11/19/15-1/15/16 ELECTRIC 12/18/15-1/18/16 ELECTRIC - WILDOMAR 311 11/19/15-1/20/16 ELECTRIC	4,765.20 16.35 958.54
					Total :	5,740.09
205760	2/4/2016	000012	ELSINORE VALLEY MUNICIPAL, WATER	7829726 7829727 7829728 7829729	12/07/15-1/07/16 WATER ZONE 51 LOC 01 12/07/15-1/07/16 WATER ZONE 29 LOC 02 12/07/15-1/07/16 WATER ZONE 71 LOC 01 12/07/15-1/07/16 WATER MARNA OBRIEN PARK	258.40 55.28 97.22 1,104.05
					Total :	1,514.95
205761	2/4/2016	000499	INLAND EMPIRE LANDSCAPE INC	8806	DEC 2015 LANDSCAPE MAINTENANCE	9,442.60
					Total :	9,442.60
205762	2/4/2016	000793	JAMES R. RILEY, C.P.A.	20216	JAN 2016 INTERIM FIN DIR SERVICES	3,693.75

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205762	2/4/2016	000793 000793 JAMES R. RILEY, C.P.A.	(Continued)			Total : 3,693.75
205763	2/4/2016	000836 KOA CORPORATION	JB53022X7		PROF SVC 10/5/15-11/01/15 WILD. GRAND TR	34,677.84
			JB53022X8		PROF SVC 11/2/15-11/29/15 WILD. GRAND TR	46,588.06
					Total :	81,265.90
205764	2/4/2016	000113 LEAGUE OF CALIFORNIA CITIES	1866		RIVERSIDE COUNTY DIV MEETING 1/11/16-CIT	40.00
					Total :	40.00
205765	2/4/2016	000748 LSA ASSOCIATES, INC.	143053		PROF SVC FOR WILDOMAR GROVE PARK USE EIR	12,133.19
					Total :	12,133.19
205766	2/4/2016	000599 MV CHENG & ASSOCIATES INC	1/31/2016		JAN 2016 CONTRACTUAL ADMIN ASST SVC	5,151.50
					Total :	5,151.50
205767	2/4/2016	000018 ONTRAC	8363394		PROJECT RELATED SHIPPING COSTS	59.20
					Total :	59.20
205768	2/4/2016	000526 PRINT POSTAL	12618		CAFR BOOKS - FINANCE	629.20
					Total :	629.20
205769	2/4/2016	000186 RIGHTWAY	115460 116117		1/14/16-2/10/16 WINDSONG PARK RELOCATE - WINDSONG PARK	174.10 100.00
					Total :	274.10
205770	2/4/2016	000921 SKELTON, KRISTIN	20116		REFUND FEE OF CANCELLED FIELD LIGHT USAG	30.00
					Total :	30.00
205771	2/4/2016	000790 SPARKLETTS	11616		DRINKING WATER THRU 1/16/16 - CITY HALL	32.06
					Total :	32.06
205772	2/4/2016	000378 TEMECULA VALLEY PIPE & SUPPLY	548329		PARK DEPARTMENTAL SUPPLIES	111.01
					Total :	111.01

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205773	2/4/2016	000020 VERIZON	12216		1/21/16-2/21/16 FIOS INTERNET CHARGE	175.00
Total :						175.00
205774	2/4/2016	000437 VERIZON WIRELESS	9759285985		1/23/16-2/22/16 DATA INTERNET / IPAD INT	158.54
			9759285986		1/23/16-2/22/16 DATA INTERNET CHARGE	76.02
Total :						234.56
205775	2/4/2016	000612 VIEVU	16238		2-LE3 BODY WORN VIDEO CAMERAS	449.00
Total :						449.00
22 Vouchers for bank code : wf						Bank total : 129,606.75
22 Vouchers in this report						Total vouchers : 129,606.75

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205776	2/4/2016	000006 WELLS FARGO PAYMENT REMITTANCE,	10715B		WATER GRAND/CHADLYN	65.38
			10716		WATER 22411 LEMON STREET	593.01
			10716C		WATER 20171 AUTUMN OAK - REG HER PARK	398.76
			10716D		WATER LA ESTRELLA STREET	314.39
			10716E		WATER 32972 WELLS PLACE	86.40
			12116-2		FEE	290.33
			121616CR		RETURN OFFICE SUPPLIES	-40.06
			12718476		DEVELOPMENT/ENGINEERING OFFICE SUPPLIES	34.99
			14		COUNCIL MEETING	137.09
			172663		POWER SUPPLIES FOR DISASTER NET RADIO	161.75
			20996		EGGSTRAVAGANZA EGG EVENT 2016	1,833.94
			46566943		BUILDING & SAFETY ONLINE PAYMENT PROCESS	59.95
			815990628		NON DEPARTMENTAL SUPPLIES	468.37
			817313552		OFFICE SUPPLIES	445.92
					Total :	4,850.22
205777	2/4/2016	000006 WELLS FARGO PAYMENT REMITTANCE,	10616A		2016 PLAN COMM ACADEMY	575.00
			10616B		2016 PLAN COMM MEETING	575.00
			10716A		2016 PLAN COMM ACADEMY	575.00
			10816		CREDIT FOR RETURN	-12.95
			11816		AIRFARE FOR 2016 PC ACADEMY CONF	897.80
			12116-1		FEE	62.21
			239547		PLANNING COMM MEETING	40.78
			813287990		PLANNING DEPT OFFICE SUPPLIES	75.42
			813288693		PLANNING DEPT OFFICE SUPPLIES	53.60
205778	2/4/2016	000006 WELLS FARGO PAYMENT REMITTANCE,	10916		BUILDING & SAFETY INTERNET	62.99
			111216		NON-DEPARTMENTAL SUPPLIES	14.99
			12116		FEE	44.44
			122815		IIMC MEMBERSHIP DUES	195.00
			1653		NON-DEPARTMENTAL SUPPLIES	83.56
79632592		NON DEPARTMENTAL SUPPLIES	12.27			

Voucher List
City of Wildomar

02/04/2016 5:50:52PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205778	2/4/2016	000006	WELLS FARGO PAYMENT REMITTANCE, (Continued) 805927361 818215648 IN16-12688		EOC ROOM SUPPLIES CEMETERY PRINTER TONER CITY COUNCIL DEPARTMENTAL SUPPLIES	5.40 597.19 76.68
Total :						1,092.52
205779	2/4/2016	000006	WELLS FARGO PAYMENT REMITTANCE, 12116MM 586011747775887		FEE FIRE STATION EXPENSE	49.74 70.15
Total :						119.89
205780	2/4/2016	000006	WELLS FARGO PAYMENT REMITTANCE, 12116WS 4820 4828		FEE GAS - EQUIPMENT GAS - BACK HOE	43.69 59.00 37.00
Total :						139.69
205781	2/4/2016	000006	WELLS FARGO PAYMENT REMITTANCE, 12116GN		FEE	55.32
Total :						55.32
205782	2/4/2016	000006	WELLS FARGO PAYMENT REMITTANCE, 11316 12116DT 36015649129158		REPLACEMENT PARTS FOR MARNA OBRIEN TOT L FEE CAUTION TAPE FOR SECTIONING OFF PARK - W	41.64 1.00 29.13
Total :						71.77
7 Vouchers for bank code : wf						Bank total : 9,171.27
7 Vouchers in this report						Total vouchers : 9,171.27

Voucher List
City of Wildomar

02/11/2016 5:48:36PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205791	2/11/2016	000212 ASPA, C/O SUN TRUST BANK	113566		ASPA MEMBERSHIP - ADMIN ASST 3/1/16-2/28	100.00
Total :						100.00
205792	2/11/2016	000008 AT&T MOBILITY	X0128162016		COUNCIL MOBILE PHONE 12/21/15-1/20/16	114.67
Total :						114.67
205793	2/11/2016	000902 BERGERABAM INC	131696		SIDEWALK IMPROVE CONTRACTUAL THRU 1/22/1	11,105.00
Total :						11,105.00
205794	2/11/2016	000028 CALPERS	20516		1/23/16-2/05/16 BENEFIT CONTRIBUTIONS	5,174.32
Total :						5,174.32
205795	2/11/2016	000046 COUNTY OF RIVERSIDE, DEPT ENVIRO	20116		7/1/15-9/30/15 ENVIRONMENTAL HEALTH SVC	96.68
Total :						96.68
205796	2/11/2016	000661 JOHNSON, ROCHELLE	2/9/2016		1/29/16-2/11/16 ACCOUNTING CONTRACTUAL S	1,170.00
Total :						1,170.00
205797	2/11/2016	000926 LYTTON WILLIAMS MESSINA &, HANKIN	20916		JUDGEMENT CASE NO MCC1500455	69,500.00
Total :						69,500.00
205798	2/11/2016	000040 MPS	49001		CITY COUNCIL BUSINESS CARDS	105.04
Total :						105.04
205799	2/11/2016	000018 ONTRAC	8370652		PROJECT RELATED SHIPPING COSTS	61.03
Total :						61.03
205800	2/11/2016	000778 PARSONS TRANSPORTATION GRP INC	1601A394		PROF SVC AGREEMENT FOR TUMF #13 11/28/15	7,569.69
Total :						7,569.69
205801	2/11/2016	000529 SIEMENS INDUSTRY, INC	5610009122		TRAFFIC SIGNAL MAINTENANCE DECEMBER 2015	1,576.40
			5620009540		TRAFFIC SIGNAL RESPONSE CALL OUTS DECEMB	818.72

Voucher List
City of Wildomar

02/11/2016 5:48:36PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205801	2/11/2016	000529 000529 SIEMENS INDUSTRY, INC	(Continued)			Total : 2,395.12
205802	2/11/2016	000464 SOUTHWEST HEALTHCARE SYSTEM	WI012		POLICE DEPT EXAM 1/26/16 CASE #WI1602600	900.00
						Total : 900.00
205803	2/11/2016	000919 STANTON, SHERRI	2/12/2016		1/29/16-2/12/16 ACCOUNTING CONTRACTUAL	3,600.00
						Total : 3,600.00
205804	2/11/2016	000215 THE PRESS-ENTERPRISE	10131380		PUBLIC NOTICE GPA14-0040, CZ TPM 36672	158.40
			10131390		PUBLIC NOTICE GPA14-0069, CZ TPM 36673	153.60
			10131976		PUBLIC NOTICE VOTING BY DISTRICTS	28.80
						Total : 340.80
205805	2/11/2016	000749 VANTAGEPOINT TRANSFER AGENTS, 3C	102111459		ICMA-RC REMITTANCE	1,010.00
						Total : 1,010.00
205806	2/11/2016	000139 WILDOMAR CHAMBER OF COMMERCE	617		FEB 2015 CHAMBER MONTHLY BREAKFAST	72.00
						Total : 72.00
16 Vouchers for bank code : wf						Bank total : 103,314.35
16 Vouchers in this report						Total vouchers : 103,314.35

Voucher List
City of Wildomar

02/18/2016 5:22:01PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205807	2/18/2016	000210 ALBERT A. WEBB ASSOCIATES	160346		ANNEX SVC CFD 2013-1 #6 KEUSDER HOMES	5,000.00
			160347		ANNEX SVC CFD 2013-1 #8 WILDOMAR LAND	7,500.00
Total :						12,500.00
205808	2/18/2016	000554 AT & T	12816		TELEPHONE LONG DIST. P/E 1/28/16	38.06
Total :						38.06
205809	2/18/2016	000785 CORELOGIC SOLUTIONS, LLC	81658596		JAN 2016 CODE ENFORCEMENT SOFTWARE	154.50
Total :						154.50
205810	2/18/2016	000011 CR&R INC.	285303		1/04/16 DUMP 40YD BOX & DISPOSAL FEE	566.20
			285335		2/1/16 4 YD BOX - BASEBALL FIELD	145.30
Total :						711.50
205811	2/18/2016	000037 DATA TICKET, INC.	68152		JAN 2016 ONLINE CITATION PROCESSING	1,492.25
			68420		JAN 2016 DAILY CITE PROCESSING	150.00
Total :						1,642.25
205812	2/18/2016	000022 EDISON	20616A		ELECTRIC 1/1/16-2/1/16 WILDOMAR CITY LAM	27.54
			20616B		ELECTRIC 1/1/16-2/1/16 WILDOMAR CITY LAM	193.64
			20616C		ELECTRIC 1/1/16-2/1/16 WILDOMAR CITY LAM	56.76
			20616D		ELECTRIC 1/1/16-2/1/16 CSA 22	3,051.12
			20616E		ELECTRIC 1/1/16-2/1/16 CSA 103	13,614.81
			20616F		ELECTRIC 1/1/16-2/1/16 CITY LAMPS	13.48
Total :						16,957.35
205813	2/18/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER	7833631		12/07/15-1/08/16 WATER ZONE 3 LOC 7 M1	199.89
			7833632		12/07/15-1/08/16 WATER HERITAGE PARK (AU	109.82
			7840354		12/10/15-1/11/16 WATER ZONE 3 LOC 25 M1	157.58

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205813	2/18/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER	(Continued) 7840355		12/10/15-1/11/16 WATER ZONE 3 LOC 25 M2	629.52
			78403569		12/10/15-1/11/16 WATER ZONE 3 LOC 24 M1	504.14
			7847242		12/14/15-1/14/16 WATER ZONE 3 LOC 23 M1	94.61
			7847243		12/14/15-1/14/16 WATER ZONE 30 LOC 2	45.95
			7847244		12/14/15-1/14/16 WATER ZONE 3 LOC 49 M1	61.27
			7847245		12/14/15-1/14/16 WATER ZONE 51 LOC 1	43.72
			7847246		12/14/15-1/14/16 WATER BASEBALL FIELD	851.99
			7847247		12/14/15-1/14/16 WATER WINDSONG PARK	227.67
			7847248		12/14/15-1/14/16 WATER ZONE 3 LOC 29 M1	141.90
			7847249		12/14/15-1/14/16 WATER ZONE 3 LOC 29 M2	121.70
			7847250		12/14/15-1/14/16 WATER ZONE 30 LOC 1	53.61
			7847251		12/14/15-1/14/16 WATER ZONE 3 LOC 42 & 4	114.04
			7847252		12/14/15-1/14/16 WATER 22450 1/2 CERVERA	49.40
			7847253		12/14/15-1/14/16 WATER 22450 CERVERA	455.44
			7847254		12/14/15-1/14/16 WATER ZONE 62 - 22933 D	56.59
			7850590		12/17/15-1/15/16 WATER ZONE 3 LOC 35 M1	47.77
					Total :	3,966.61
205814	2/18/2016	000024 GUARDIAN	11416		FEB 2016 DENTAL & VISION BENEFITS	1,967.04
					Total :	1,967.04
205815	2/18/2016	000185 PITNEY BOWES	994870		POSTAGE METER RENTAL 3/16/16-6/15/16	97.20
					Total :	97.20
205816	2/18/2016	000042 PV MAINTENANCE, INC.	005-178		JAN 2016 CITYWIDE MAINTENANCE CONTRACTUA	28,773.11

Voucher List
City of Wildomar

02/18/2016 5:22:01PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
205816	2/18/2016	000042 PV MAINTENANCE, INC.	(Continued)				
			005-178A		JAN 2016 SPECIAL PROJECT - ROCK & SAND.	2,849.00	
			005-178B		JAN 2016 SPECIAL PROJECT - EMERGENCY STO	9,406.60	
			005-178C		JAN 2016 SPECIAL PROJECT - STORM DAMAGE	18,523.83	
			005-178D		JAN 2016 SPECIAL PROJECT - COLLISION AT	500.62	
			005-178E		JAN 2016 SPECIAL PROJECT - WEED SPRAYING	9,781.75	
					Total :	69,834.91	
205817	2/18/2016	000853 SEMILLA LANDSCAPE CORPORATION	CW216		FEB 2016 PARK MAINTENANCE CONTRACTUAL	4,500.00	
					Total :	4,500.00	
205818	2/18/2016	000020 VERIZON	20116A		2/1/16-3/1/16 OFFICE TELEPHONE CHARGES	373.08	
			20116B		2/1/16-3/1/16 TELEPHONE CHARGES	50.91	
			20716		2/7/16-3/6/16 TELEPHONE CHARGES	48.11	
					Total :	472.10	
12 Vouchers for bank code : wf						Bank total :	112,841.52
12 Vouchers in this report						Total vouchers :	112,841.52

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205821	2/25/2016	000367 CINTAS CORPORATION	55225548		STAFF UNIFORM MAINTENANCE	41.44
					Total :	41.44
205822	2/25/2016	000608 DEJONG, PETER	21116		CEMETERY DRINKING WATER	12.25
					Total :	12.25
205823	2/25/2016	000312 ADAME LANDSCAPE, INC.	64451		FEB 2016 MONTHLY LANDSCAPE MAINT CSA 103	125.00
					Total :	125.00
205824	2/25/2016	000031 AFLAC, REMITTANCE PROCESSING, CE	921137		FEB 2016 MEDICAL BENEFITS	1,425.12
					Total :	1,425.12
205825	2/25/2016	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	DEC.2015		DEC 2015 ANIMAL CONTROL SERVICE	5,600.00
					Total :	5,600.00
205826	2/25/2016	000760 ARMADACARE, ATTN: ULTIMATE HEALTH	495.24		MAR 2016 PREMIUMS	2,546.00
					Total :	2,546.00
205827	2/25/2016	000008 AT&T MOBILITY	X02202016		2/13/16-3/12/16 COUNCIL MOBILE PHONE	80.37
					Total :	80.37
205828	2/25/2016	000927 BORDIN MARTORELL LLP	21916		CLAIM #WI025 - SEELEY	388.50
					Total :	388.50
205829	2/25/2016	000028 CALPERS	1964		MAR 2016 MEDICAL PREMIUMS	12,363.98
					Total :	12,363.98
205830	2/25/2016	000928 COUNTY OF RIVERSIDE EMD	20150605		CERT TRAINING - INSTRUCTOR	1,318.35
					Total :	1,318.35
205831	2/25/2016	000068 COUNTY OF RIVERSIDE, FIRE DEPARTM	232286		10/1/15- 12/31/15 FIRE PROTECTION	516,978.92
					Total :	516,978.92
205832	2/25/2016	000035 COUNTY OF RIVERSIDE, TLMA	TL0000012174		JAN 2016 SLF COSTS FY16	871.04
					Total :	871.04
205833	2/25/2016	000002 CRYSTAL CLEAN MAINTENANCE	203E		FEB 2016 JANITORIAL SERVICES - CITY HALL	998.00

Voucher List
City of Wildomar

02/25/2016 5:26:52PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205833	2/25/2016	000002	000002 CRYSTAL CLEAN MAINTENANCE	(Continued)		
					Total :	998.00
205834	2/25/2016	000022 EDISON	12916A		ELECTRIC 12/29/15-1/28/16 BASEBALL FIELD	37.69
			12916B		ELECTRIC 12/29/15-1/28/16 21400 PALOMAR	100.81
			20216A		ELECTRIC 1/1/16-2/1/16 CSA 103 PALOMAR	39.40
			20216B		ELECTRIC 1/1/16-2/1/16 CITY LAMPS	92.20
			20916		ELECTRIC 1/1/16-2/1/16 CSA 142	1,933.66
			21816		ELECTRIC 1/15/16-2/16/16	4,996.05
			21916		ELECTRIC 1/20/16-2/18/16 WILDOMAR 31160	17.17
					Total :	7,216.98
205835	2/25/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER	7843909		12/11/15-01/12/16 WATER ZONE 42 LOC 01 M	157.58
			7843910		12/11/15-01/12/16 WATER ZONE 42 LOC 03 M	113.80
			7843911		12/11/15-01/12/16 WATER ZONE 42 LOC 02 M	125.74
			7881120		01/07/16-02/08/16 WATER ZONE 52 LOC 1	30.59
			7881121		01/07/16-02/08/16 WATER ZONE 29 LOC 2	26.76
			7881122		01/07/16-02/08/16 WATER ZONE 71 LOC 1	71.48
			7881123		01/07/16-02/08/16 WATER MARNA OBRIEN PAR	721.02
			7885012		01/08/16-02/08/16 WATER ZONE 3 LOC 7 M1	48.28
			7885013		01/08/16-02/08/16 WATER HERITAGE PARK (A	111.87
			7888819		01/11/16-02/10/16 WATER ZONE 3 LOC 25 M1	112.08
			7888820		01/11/16-02/10/16 WATER ZONE 3 LOC 25 M2	134.43
			7888821		01/11/16-02/10/16 WATER ZONE 3 LOC 24 M1	92.22
					Total :	1,745.85

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205836	2/25/2016	000642 ESA, ENVIRONMENTAL SCIENCE ASC	118760		PROF SVC WILDOMAR WESTPK PROM THRU 12/31	11,302.05
					Total :	11,302.05
205837	2/25/2016	000876 GATES SOUND	16-732 16-733		COUNCIL MEETING 2/10/16 COUNCIL DISTRICTING - PUBLIC HEARING	300.00 360.00
					Total :	660.00
205838	2/25/2016	000304 JOE A. GONSALVES & SON	25887		FEB 2016 CONTRACTUAL LEGISLATIVE ADVOCAC	3,000.00
					Total :	3,000.00
205839	2/25/2016	000661 JOHNSON, ROCHELLE	2/25/2016		2/11/16-2/25/16 ACCOUNTING CONTRACTUAL S	1,170.00
					Total :	1,170.00
205840	2/25/2016	000748 LSA ASSOCIATES, INC.	142933		PROF SVC FOR WILDOMAR BAXTER VILLAGE EIR	9,231.65
					Total :	9,231.65
205841	2/25/2016	000778 PARSONS TRANSPORTATION GRP INC	1602A705		PROF SVC AGRMNT FOR TUMF #14 12/26/15-1/	14,085.32
					Total :	14,085.32
205842	2/25/2016	000283 RIVERSIDE COUNTY CLERK	21916		FILING FEE NOTICE OF COMPLETION CIP0017	50.00
					Total :	50.00
205843	2/25/2016	000919 STANTON, SHERRI	2/26/2016		2/12/16-2/27/16 ACCOUNTING CONTRACTUAL S	3,600.00
					Total :	3,600.00
205844	2/25/2016	000435 STRATA OAK, LLC C/O STRATA, EQUITY	30116		MAR 2016 CITY HALL MONTHLY LEASE	22,735.18
					Total :	22,735.18
205845	2/25/2016	000378 TEMECULA VALLEY PIPE & SUPPLY	549115		PARK SUPPLIES	78.25
					Total :	78.25
205846	2/25/2016	000749 VANTAGEPOINT TRANSFER AGENTS, 3C	102117		ICMA-RC REMITTANCE	1,010.00
					Total :	1,010.00

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>
26		Vouchers for bank code : wf				Bank total : 618,634.25
26		Vouchers in this report				Total vouchers : 618,634.25

City of Wildomar
Payroll Warrant Register
3/1/2016

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/12/2016	Payroll People	01/23/2015-02/05/2016	32,164.08
2/25/2016	Payroll People	02/06/2016-02/19/2016	31,701.13
2/29/2016	Payroll People	01/01/2016-01/31/2016	1,401.77
		TOTAL	<u><u>65,266.98</u></u>

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.4
CONSENT CALENDAR
Meeting Date: March 9, 2016

TO: Mayor and City Council Members

FROM: James Riley, Finance Director

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Treasurer's Report for January, 2016.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of January, 2016.

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
January 2016

CITY CASH

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

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	WELLS FARGO	\$ 4,840,337.85	\$ 2,022,951.42	\$ (1,075,212.99)	\$ 5,788,076.28	0.000%
	TOTAL	\$ 4,840,337.85	\$ 2,022,951.42	\$ (1,075,212.99)	\$ 5,788,076.28	

CITY INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
LOCAL AGENCY INVESTMENT FUND	\$ 1,552,589.84	\$ 1,552,589.84	\$ 1,552,589.84	100.00%	0	0.446%
TOTAL	\$ 1,552,589.84	\$ 1,552,589.84	\$ 1,552,589.84	100.00%		

- TOTAL CASH AND INVESTMENT \$ 6,267,207.48

CITY INVESTMENT

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS	\$ 1,551,154.19	\$ 1,435.65	\$ 0.00	\$ 1,552,589.84	0.446%
TOTAL	\$ 1,551,154.19	\$ 1,435.65	\$ 0.00	\$ 1,552,589.84	

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

2/15/2016

James Riley
Finance Director

Date

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: March 9, 2016

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Master Drainage Plan Lateral C-1 Project, Cultural Resources Treatment and Tribal Monitoring Agreement

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council approve the agreement with the Pechanga Band of Luiseño Indians (Pechanga) for tribal monitoring during grading, groundbreaking, excavation and ground disturbing activities.

BACKGROUND

The Master Drainage Plan Lateral C-1 storm drain project is a budgeted project being developed in cooperation with the Riverside County Flood Control District. The project will install large diameter storm drain pipes along Refa Street and Charles Street.

The City prepared an Initial Study/Mitigated Negative Declaration to identify potential environmental impacts associated with the project. The lands surrounding the project have been identified as traditionally occupied by Pechanga. Therefore tribal monitoring is required during grading, groundbreaking, excavation and ground disturbing activities. The City filed a Notice of Determination with mitigation measures on October 29, 2015.

FISCAL IMPACT

Execution of the agreement provides the rate and reimbursement of the tribal monitor. The cost for tribal monitoring is included in the project budget.

Submitted by:
Daniel A. York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

Tribal Monitoring Agreement

CULTURAL RESOURCES TREATMENT AND TRIBAL MONITORING AGREEMENT
(Pre-Excavation Agreement)

LATERAL C-1 OF THE WILDOMAR MASTER DRAINAGE PLAN

I. PARTIES

The PARTIES to this Agreement are (1) The Pechanga Band of Luiseño Indians, a federally recognized Indian tribe ("PECHANGA TRIBE") and (2) City of Wildomar, a municipal corporation ("CITY").

All notices to the PARTIES shall be given at the addresses below:

Pechanga Band of Luiseño Indians

Gary DuBois, Director
Pechanga Cultural Resources
P.O. Box 2183
Temecula, CA 92593
Telephone: (951) 770-8100
Facsimile: (951) 506-9491

General Counsel for the Pechanga Band

Lindsey Fletcher, Associate General Counsel
Pechanga Office of the General Counsel
P.O. Box 1477
Temecula, CA 92593
Telephone: (951) 770-6176
Facsimile: (951) 694-0734

City of Wildomar

Gary Nordquist, City Manager
City of Wildomar Public Works Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

II. SUBJECT MATTER

This Agreement concerns a project known as Lateral C-1 of the Wildomar Master Drainage Plan and more specifically defined as portions of APN's 380-040-003, 380-050-002, 380-050-003, 380-050-008 and 380-050-009. The Riverside County Medical Examiner's Office will be provided a copy of this Agreement by the PECHANGA TRIBE. The City of Wildomar, Lead Agency for the Project, and agency responsible for environmental compliance of this Project ("Lead Agency"), will be provided a copy of this Agreement by the PECHANGA TRIBE.

III. PURPOSE

The purpose of this agreement is to formalize procedures for the treatment of Native American human remains, grave goods, funerary objects, ceremonial items, and cultural items, in the event that any are found in conjunction with development of the Project. This agreement also formalizes procedures for tribal monitoring during all grading, groundbreaking, excavation, and ground-disturbing activities performed in conjunction with the Project development, including, but not limited to archaeological testing, studies, surveys, and staging activities. This Agreement is entered into pursuant to the mitigation measures required under the California Environmental Quality Act, Cal. Public Resources Code § 21000 et seq. ("CEQA") and the conditions of approval for this Project. This Agreement is effective as of the date provided for in Section XIX.

IV. CULTURAL AFFILIATION

The PARTIES agree that the Project area consists of land which has been traced to and traditionally occupied by the PECHANGA TRIBE. Any human remains as defined in Section VII which are found in conjunction with the development of this Project shall be treated in accordance with Sections V through VIII of this Agreement. Cultural resources shall be treated in accordance with Section IX of this Agreement. Significant sites shall be treated in accordance with Section X of this Agreement.

V. MOST LIKELY DESCENDANT

In the event that Native American human remains are found during development of this Project, the PARTIES understand that the determination of Most Likely Descendant ("MLD") under California Public Resources Code Section 5097.98 will be made by the Native American Heritage Commission ("NAHC") upon notification to NAHC of the discovery of said remains at the Project site. Until such time, neither the PECHANGA TRIBE nor the CITY guarantees that the PECHANGA TRIBE or one of its members will be so named. However, given the location of the site and the history and prehistory of the area, the PARTIES agree that their good faith belief is that, when and if such Native American human remains are discovered at the Project site, Tribal Chairperson Mark Macarro of the PECHANGA TRIBE will be named the MLD.

Should the NAHC determine that a member of an Indian tribe other than the PECHANGA TRIBE is the MLD, the provisions of this Agreement relating to the treatment of such Native American human remains shall be null and void in their entirety, except that, in such an event, the provisions of Addendum 1 to this Agreement, which is fully severable, shall continue in full force and effect.

VI. COORDINATION WITH COUNTY MEDICAL EXAMINER'S OFFICE

The CITY shall immediately contact the Medical Examiner and the PECHANGA TRIBE in the event that any human remains are discovered during the development of the Project. The Medical Examiner shall ensure that notification is provided to the NAHC as required by California Public Resources Code Section 5097.98(a) and California Health & Safety Code Section 7050.5(c).

VII. TREATMENT OF NATIVE AMERICAN REMAINS

In the event that Native American human remains are found during development of the Project and the PECHANGA TRIBE or a member of the PECHANGA TRIBE is determined to be MLD pursuant to Section V of this Agreement, the following provisions shall apply.

The term "Native American human remains" encompasses more than human bones because the PECHANGA TRIBE'S traditions call for the burial of associated cultural resources with the deceased (grave goods and funerary objects), and the ceremonial burning of Native American human remains, funerary objects, grave goods and animals. Ashes and other remnants of these burning ceremonies, as well as grave goods and funerary objects, associated with or buried with the Native American remains, are to be treated in the same manner as bones, bone fragments and cremations.

The Medical Examiner shall immediately be notified, ground disturbing activities in that location shall cease, and the remains shall be left in the place where they were discovered until the Medical Examiner has had the opportunity to inspect the remains in place and make her determinations as required by State law, and until a final decision as to the treatment and disposition has been made pursuant to this Agreement and the State law.

The PECHANGA TRIBE shall be allowed, pursuant to California Public Resources Code Section 5097.98(a), to (1) inspect the site of the discovery and (2) make recommendations as to how the human remains and grave goods should be treated with appropriate dignity. The CITY shall discuss and confer with the PECHANGA TRIBE all reasonable options with regard to its preferences and recommendations for treatment. The PARTIES agree to discuss in good faith what constitutes "appropriate dignity," as that term is used in the applicable statutes and in the PECHANGA TRIBE'S customs and traditions.

The PECHANGA TRIBE shall complete its inspection and make its MLD recommendation within forty-eight (48) hours of receiving notification of the MLD determination from the NAHC. The PECHANGA TRIBE shall have the final determination as to the disposition and treatment of human remains and grave goods.

VIII. NON-DISCLOSURE OF LOCATION OF REBURIALS

It is understood by the PARTIES that, unless otherwise required by law, the site of any reburial of Native American human remains shall not be disclosed and will not be governed by public disclosure requirements of the California Public Records Act, Cal. Govt. Code § 6250 et seq. The Medical Examiner shall withhold public disclosure of information related to such reburial pursuant to the specific exemption set forth in California Government Code Section 6254(r).

IX. TREATMENT OF CULTURAL RESOURCES

Treatment of all cultural items, including ceremonial items and archaeological items will reflect the religious beliefs, customs, and practices of the PECHANGA TRIBE.

The CITY agrees to give all cultural items, including ceremonial items and archaeological items, which may be found at the Project site to the PECHANGA TRIBE for appropriate treatment, unless the CITY is otherwise ordered by a court or agency of competent jurisdiction. The CITY waives any and all claims to ownership of Tribal ceremonial and cultural items, and all archaeological items which may be found on the Project site in favor of the PECHANGA TRIBE. If temporary possession of cultural items by the CITY or an agent, subcontractor, or representative of the CITY is necessary (for example a Project archaeologist), said entity or individual shall not possess those items for longer than is reasonably necessary, except that all PARTIES agree that ceremonial and sacred items shall be immediately relinquished to the PECHANGA TRIBE for appropriate treatment.

X. SIGNIFICANT SITES IMPACTED BY PROJECT

All PARTIES agree that if additional significant sites or sites not identified as significant in the Project environmental review process, but later determined to be significant, are located within the Project impact area, such sites will be subjected to further archaeological and cultural significance evaluation by the City of Wildomar, as Lead Agency, and the PECHANGA TRIBE to determine if additional mitigation measures are necessary to treat sites in a culturally appropriate manner consistent with CEQA requirements for mitigation of impacts to cultural resources.

XI. WORK STATEMENT FOR TRIBAL MONITORS

The description of work for Tribal monitors is attached hereto as Addendum 1 and incorporated herein by reference. Addendum 1 specifies the development activities that Tribal monitors will monitor, the geographical area over which this monitoring shall be conducted, the size of the monitoring crew, the powers of the monitoring crew, and provisions for compensation of the Tribal monitors, and other pertinent provisions.

XII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, representatives, executors, administrators, and assigns of the parties, including subsequent land owners, developers, and sub-contractors of the Project area, and any person or entity obligated to comply with environmental and cultural/archaeological protection laws applicable to this Project.

XIII. ENVIRONMENTAL COMPLIANCE

Nothing in this Agreement shall excuse the Lead Agency on this Project or the CITY from their obligations under any applicable state or federal laws or regulations, including but not limited to the California Environmental Quality Act (CEQA); Public Resources Code § 21000 et seq., the National Historic Preservation Act (“NHPA”) 16 U.S.C. § 470 et seq.; California Public Resources Code Sections 5097.98, 5097.98(c), and 5097.99; California Health and Safety Code Sections 7050.5(c); California Government Code Section 6254, 65040.2, 65092, 65351, 65352, 65560, 65352.3, 65352.4, 65562.5; California Civil Code 815.3; the Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001 et seq.; the California Native American Graves Protection and Repatriation Act of 2001, California Health and Safety Code §§8010 et seq.; the American Indian Religious Freedom Act, 16 U.S.C. § 1996, et seq., and the First Amendment to the United States Constitution. Nothing in this Agreement is intended to make any of the above-referenced laws applicable where such laws would otherwise be inapplicable.

XIV. INDEMNITY

The PECHANGA TRIBE assumes all risk of injury to its Tribal Monitors, employees, agents and contractors, including loss and will hold harmless the CITY, its agents, employees, contractors and representatives from and against any and all claims, liabilities, causes of action, damages, judgments, costs and expenses by, against or on behalf of the Tribal Monitors or the PECHANGA TRIBE arising out of or in connection with, property damages or bodily injury resulting from the work of the Tribal Monitors on the Project. However, the PECHANGA TRIBE in no way agrees to hold harmless or indemnify the CITY, its agents, employees, contractors and representatives against any damages arising out of the CITY’s, its agents’, employees’, contractor’s and representatives’ negligence or willful misconduct.

The CITY assumes all risk of injury to its agents, employees, contractors and representatives, including loss and will hold harmless the PECHANGA TRIBE, its Tribal Monitors, officers, agents and employees from and against any and all claims, liabilities, causes of action, damages, judgments, costs and expenses by, against or on behalf of the CITY arising out of or in connection with, property damages or bodily injury resulting from the work of the CITY on the Project. However, the CITY in no way agrees to hold harmless or indemnify the PECHANGA TRIBE, its Tribal Monitors, officers, agents or employees against any damages arising out of the PECHANGA TRIBE’s, its Tribal Monitors’, officers’, agents’ or employees’ negligence or willful misconduct.

XV. SEVERABILITY

Should any part of this Agreement be found by any court or agency of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

XVI. CONFIDENTIALITY

The CITY agrees to keep confidential and shall not disclose the following to third parties, unless required by law or a court of competent jurisdiction: 1) the existence of this Agreement; 2) any terms and conditions of this Agreement; and 3) any items discussed in Section VIII. The CITY shall ensure that all of its officers, directors, agents, employees and contractors agree to keep confidential from third parties the above items and to fully comply with this section as though each of them had signed this Agreement. Notwithstanding the aforementioned, the PARTIES agree that the CITY may place this Agreement on the City Council agenda to obtain authorization for the City Manager to execute the Agreement. The PARTIES agree that any remedy at law for a breach of this section would be inadequate and such breach shall result in irreparable harm to the PECHANGA TRIBE, who shall be entitled to obtain injunctive relief for a breach of this section, in addition to any other remedies available to it at law.

XVII. LIMITATION ON SCOPE

This Agreement is unique to this Project only and does not set a precedent for other projects.

XVIII. AUTHORITY TO EXECUTE

Each of the persons executing this Agreement expressly warrants that he or she is authorized to do so on behalf of the entity for which he or she is executing this Agreement. Each party to this Agreement represents and warrants that this Agreement is executed voluntarily, with full knowledge of its significance.

XIX. COUNTERPARTS

This Agreement may be signed in two or more counterparts and will be effective when all PARTIES and signatories have affixed their signatures to two or more of the counterparts and said counterparts have been delivered to all PARTIES, at which time the counterparts together will be deemed one original document.

Date: _____

Date: _____

Tribe: PECHANGA BAND OF LUISEÑO
INDIANS

City: CITY OF WILDOMAR. A
MUNICIPAL CORPORATION

By: Mark Macarro
Its: Tribal Chairman

By: Gary Nordquist
Its: City Manager

ADDENDUM 1
TRIBAL MONITORING

Lateral C-1 of the Wildomar Master Drainage Plan

I. SPECIFICATIONS

Given the nature and sensitivity of the archaeological sites and cultural resources that are or may be in the Project area, the PECHANGA TRIBE may designate monitor representatives to be retained as Tribal monitors during all grading, groundbreaking, excavation, and ground-disturbing activities performed in conjunction with the Project development, including, but not limited to archaeological testing, studies, surveys, and staging activities.

In the event that human remains, as defined in Section VII of the Cultural Resources Treatment and Tribal Monitoring Agreement, incorporated herein by reference, are found during development of the Project, tribal monitors are empowered to temporarily halt and/or relocate grading or excavation activities pending further investigation by the Medical Examiner and the PECHANGA TRIBE, pursuant to California Health & Safety Code Section 7050.5. The monitors are further empowered to temporarily halt and/or relocate grading or excavation activities, for short periods of time, to conduct further evaluation of the significance of discovered cultural items, including further controlled excavations pursuant to California Public Resources Code Section 21083.2(i). Surface or subsurface artifacts of significance may be collected and mapped during this controlled excavation.

If human remains are found, coordination of the treatment of those remains, as defined in Section VII of the Cultural Resources Treatment and Tribal Monitoring Agreement, will be conducted in accordance with Sections V through VIII of this Agreement. Cultural resources shall be treated in accordance with Section IX of this Agreement. Significant sites shall be treated in accordance with Section X of this Agreement and applicable Project conditions.

Regarding grading activities, a pre-grading conference shall be held by the CITY to clarify monitoring specifications with the grading contractor and/or Project manager and the grading inspector of the jurisdiction in which the Project site is located. The Pechanga Cultural Resources Committee or the PECHANGA TRIBE's designated representative shall be invited to participate in this conference.

If necessary, archaeological observation shall consist of a qualified archaeologist, retained by the CITY, to be present during grading activities to identify and/or ascertain the significance of any subsurface cultural resources or to aid in the avoidance of sensitive areas.

II. PROJECT TO BE MONITORED

Monitoring shall encompass the area known as Lateral C-1 of the Wildomar Master Drainage Plan, defined in Section II of the Cultural Resources Treatment and Tribal Monitoring Agreement and more fully described below, and activities in conjunction with the development of the Project. The Project shall consist of construction of two backbone drainage facilities (Lateral C-1 and C-1A) and several ancillary laterals and inlets connecting to City-owned and Riverside County Flood Control facilities. The drainage facilities will be constructed within Refa Street, between Charles and Palomar Streets. Based on the cultural and archaeological sensitivity of the Project site, it is agreed that monitoring will be allowed for all grading, groundbreaking, excavation, and ground-disturbing activities performed in conjunction with the Project development, including, but not limited to archaeological testing, studies, surveys, and staging activities. Tribal monitors will not monitor paleontological material.

III. PROJECT CREW SIZES

For purposes of determining Tribal monitoring crew sizes, a written schedule of excavation, testing, grading, and ground-disturbing activities will be submitted by the CITY to the PECHANGA TRIBE or its designated representatives one week in advance of the commencement of these activities. If the CITY changes the written schedule of excavation with less than 24 hours notice, the PECHANGA TRIBE may impose a minimum half-day show-up charge. For purposes of this Agreement, "notice" must be given during normal business hours (*i.e.*, Monday-Friday from 8:00 a.m. to 5:00 p.m.) to be proper notice. Notice provided outside of normal business hours may result in a minimum half-day charge.

The PARTIES to this Agreement anticipate the need for a Tribal monitoring crew consisting of one (1) person. If the scope of work changes to require additional monitors (for example, if inadvertent discoveries of cultural resources are made or simultaneous grading in two or more geographic areas), the CITY agrees to come to a reasonable agreement with the PECHANGA TRIBE regarding compensation of more than one (1) monitor.

IV. COMPENSATION

The PECHANGA TRIBE shall hire the Tribal monitoring crew for this Project and shall be responsible for coordinating their activities on this Project. The PECHANGA TRIBE recognizes that dangerous conditions can exist at the Project work site, particularly during grading operations, and agrees to assume responsibility for the safety of the Tribal monitoring crew while on the Project site. The PECHANGA TRIBE possesses liability insurance for its monitors, and will provide proof of such insurance upon request by the CITY.

The CITY shall compensate the Tribal monitors at the rate of \$60.00 per hour, plus reimbursement for all reasonable and documented mileage expenses at the current Federal Travel Regulation mileage rate. The hourly rate of compensation paid to the Tribal monitor shall be adjusted for inflation based on 2016 dollars. The adjustment, if any, shall be calculated in accordance with the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index. Hourly rate compensation adjustments shall be made only once a year.

For purposes of rate compensation adjustment, a year commences on January 1st. A minimum half-day charge ("show up time") will be charged to the CITY for unannounced work stoppages of Tribal monitors which are not due to actions of the PECHANGA TRIBE. The hourly rate will not be applicable to travel time to and from the Project site. A minimum two hour charge will be applied for the pre-grading conference and any other meetings conducted outside of regularly scheduled grading or construction hours.

Overtime rates of time and a half (\$90 per hour) of the quoted rate apply for "after hours" and "weekend" work. For purposes of this Agreement, "after hours work" is defined as services performed beyond an eight hour day from start of construction. "Weekend work" is defined as services performed between close of the eight-hour construction day on Friday and start of construction work Monday morning. Holiday rates of double time (\$120 per hour) of the quoted rate apply for all holiday work. The hourly rate will not be applicable to travel time to and from the Project site.

The CITY agrees that the PECHANGA TRIBE may invoice the CITY for the Tribal monitors' compensation on a monthly basis. The CITY also agrees to remit payment in full to the following address within sixty (60) days of receipt of the PECHANGA TRIBE's invoice:

Accounting Department
Pechanga Band of Luiseño Indians
Attn: Accounts Receivable
P.O. Box 1477
Temecula, CA 92593

All unpaid balances are subject to a monthly finance charge of 2% of the balance owed.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: March 9, 2016

TO: Mayor and City Council Members
FROM: Dan York, Assistant City Manager
PREPARED BY: Matt Bennett, Deputy City Engineer
SUBJECT: Clinton Keith Road Resurfacing Project (CIP 034) Notice of Completion

STAFF REPORT

RECOMMENDATION:

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

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, TO ACCEPT THE CLINTON KEITH ROAD RESURFACING PROJECT
(CIP 034) 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 American Asphalt South, Inc. for \$121,051.42. The Clinton Keith Road Resurfacing Project (CIP 034) work under the contract has been completed on time and to the satisfaction of the inspector.

The Project included resurfacing 113,220 square feet of pavement on Clinton Keith Road, between Stable Lanes Way and George Avenue. Additional work completed included road resurfacing, base repair, and traffic striping. Attached for reference is a site map. The original contract amount was for \$121,051.42.

American Asphalt South, 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 American Asphalt South, Inc.

DISCUSSION:

The original contract price was \$121,051.42. 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 \$125,797.38. This amount is within the project budget, and no additional funding is needed.

FISCAL IMPACTS:

Funds in the amount of \$17,600 Measure A funds and a \$135,000 STP/ HSIP Federal Grant were allocated for the Clinton Keith Road Resurfacing Project (CIP 034). 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 \$142,000. As a result, the City can deliver Clinton Keith Road Resurfacing 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 Clinton Keith Road Resurfacing Project

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, TO ACCEPT THE CLINTON KEITH ROAD RESURFACING PROJECT (CIP 034) 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 American Asphalt South, Inc. to construct the Clinton Keith Road Resurfacing Project; and

WHEREAS, American Asphalt South, 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 American Asphalt South, Inc..

NOW THEREFORE, BE IT RESOLVED, by the Wildomar City Council 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 9th day of March, 2016.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

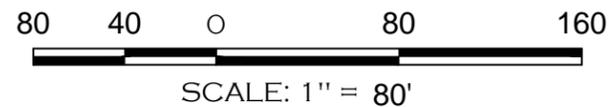
ATTACHMENT B



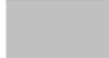
CLINTON KEITH ROAD



CLINTON KEITH ROAD



LEGEND

-  MICROSEAL
-  BASE REPAIR
- MH  EXISTING MANHOLE
- WV  EXISTING WATER VALVE
-  EXISTING LOOP DETECTOR

REVISIONS				BENCHMARK
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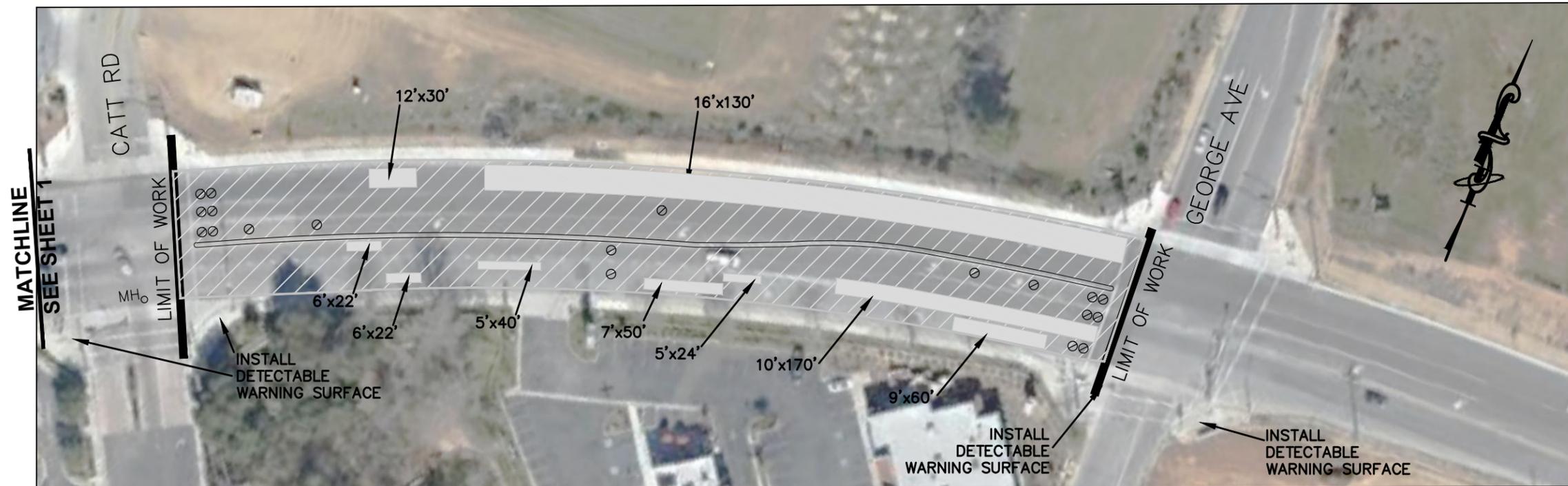
**CLINTON KEITH ROAD
MICROSURFACING PROJECT
STPL-5484(006)
EXHIBIT**

DESIGNED BY:
DATE:

CHECKED BY:
DATE:

**CITY OF WILDOMAR
DEPARTMENT OF PUBLIC WORKS
PAVEMENT WORK**

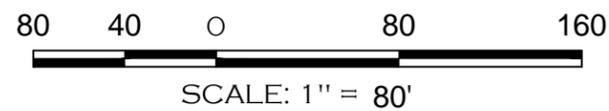
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1
OF
4**



CLINTON KEITH ROAD

LEGEND

-  MICROSEAL LIMIT
-  BASE REPAIR
- MH  EXISTING MANHOLE
- WV  EXISTING WATER VALVE
-  EXISTING LOOP DETECTOR



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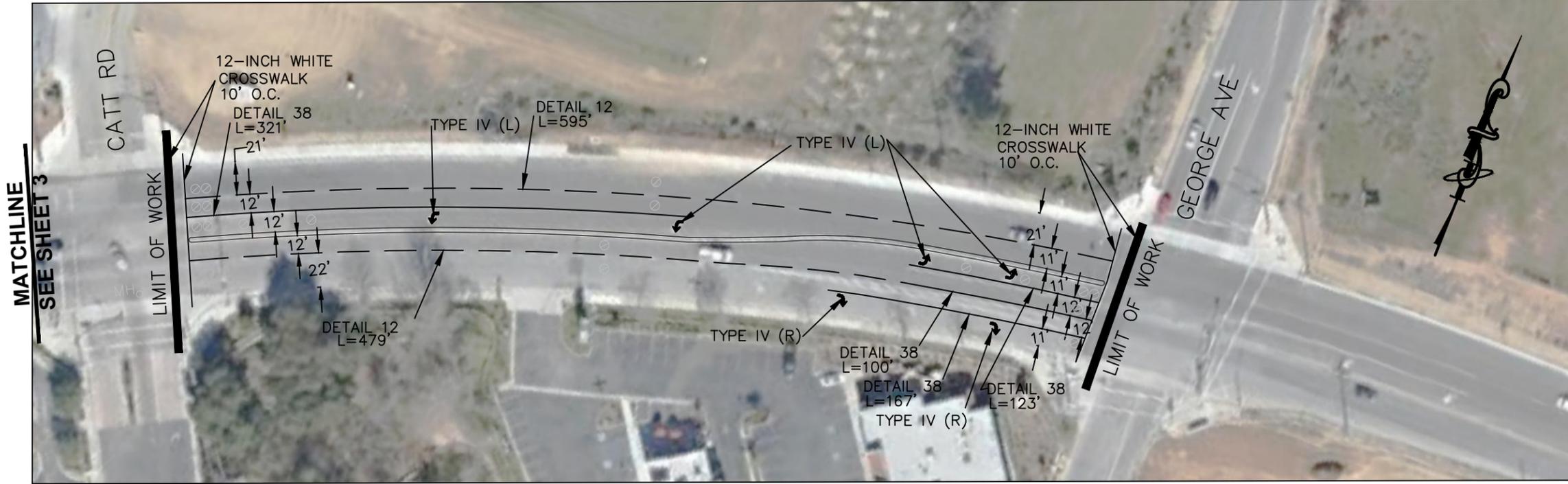
**CLINTON KEITH ROAD
MICROSURFACING PROJECT
STPL-5484(006)
EXHIBIT**

DESIGNED BY:
DATE:

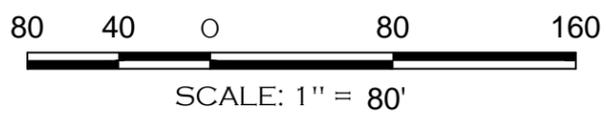
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DATE:

**CITY OF WILDOMAR
DEPARTMENT OF PUBLIC WORKS
PAVEMENT WORK**

**SHEET
2
OF
4**



CLINTON KEITH ROAD



LEGEND

- DET 12 PROPOSED CALTRANS STRIPING
DETAIL NUMBER
- MH ○ EXISTING MANHOLE
- WV ⊗ EXISTING WATER VALVE
- ⊙ EXISTING LOOP DETECTOR

REVISIONS				BENCHMARK		CLINTON KEITH ROAD MICROSURFACING PROJECT STPL-5484(006) EXHIBIT	DESIGNED BY:	CITY OF WILDOMAR DEPARTMENT OF PUBLIC WORKS STRIPING PLAN	SHEET
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						CHECKED BY:	OF		
						DATE:	4		
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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: American Asphalt South, Inc.
2. Project Name: Clinton Keith Road Resurfacing Project (CIP 034)
3. Date of Completion (Acceptance): March 9, 2016
4. Description of Work or Materials Furnished: The project resurfaced 113,220 s.f. of pavement on Clinton Keith Road between Stable Lanes Way and George Avenue. Work includes placement of road resurfacing, base repair, and traffic striping.
5. Site Location: Clinton Keith Road between Stable Lanes Way and George Avenue.
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 March, 2016.

City of Wildomar:

Dan York
Assistant City Manager/ City Engineer/
Director of Public Works

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: March 9, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Consultant Service Agreement for the Bundy Canyon Apartment Project Environmental Impact Report (Planning Application No. 16-0006)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Service Agreement between the City of Wildomar, Hufsdar Investors, LLC, and Applied Planning, Inc. to prepare the Environmental Impact Report (EIR) for the Bundy Canyon Apartment project; and
2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and Applied Planning, Inc. for the preparation of an EIR for the Bundy Canyon Apartment project.

BACKGROUND:

The Planning Department received a development application (PA No. 16-0006) from Hufsdar Investors, LLC on January 12, 2016. The project consists of the following applications that will ultimately be reviewed by the Planning Commission and City Council:

- **Change of Zone (CZ):** The project requires approval of a Change of Zone to amend the zoning map to change the existing zoning designation of R-R (Rural Residential) to R-3 (General Residential) on the entire 28.8 acre site.
- **Plot Plan (PP):** The project requires approval of a Plot Plan to develop the site with a 140-unit apartment project with related on-site & off-site improvements. The plot plan also includes review of the site development, architecture and landscaping, etc.

DISCUSSION:

Based on review of the proposed development applications, and in accordance with Section 15081 of the California Environmental Quality Act (CEQA), the Planning Department has determined that the proposed development project will require the preparation and processing of an Environmental Impact Report (EIR). Once the determination was made that an EIR was needed, staff extended a Request for Proposal (RFP) to four of the City's on-call CEQA firms.

Of the four RFP's sent out by the Planning Department, only three (3) firms submitted proposals (i.e., Applied Planning, Inc., 1st Carbon Solutions/MBA, Inc. and LSA Associates). After review of the three proposals, staff ranked the consultants based on qualifications. The proposals were evaluated based on project manager, team resources, and the firm's expertise/experience with similar projects. Based on this, staff is recommending the City Council authorize the City Manager to execute a contract with Applied Planning, Inc. to prepare the required EIR. For the Bundy Canyon Apartment project.

The contract agreement for Applied Planning, Inc. reflects a total compensation of a "not-to-exceed" amount of \$139,269. With the City's standard 12.03% administrative overhead charge (\$16,754.06) and City Attorney costs (\$20,000), the total cost to prepare the EIR is \$176,023.06. The total cost will be paid by the applicant.

In accordance with the provisions of the contract, within ten business days after the Council approval, the Applicant is required to deposit 50% of the total EIR cost (\$88,011.53). This will allow the consultant to begin the EIR process. Within 30 business days after Council approval, the Applicant is required to deposit the remaining 50% of the EIR cost (\$88,011.53).

FISCAL IMPACTS:

All costs associated with the preparation and processing of the EIR is the sole responsibility of the Applicant, thus, there is no fiscal impact to the City's General Fund.

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- A. Wildomar/Hufsdar Investors, LLC/Applied Planning, Inc. Tri-Party Agreement
- B. Bundy Canyon Apartment Project RFP (PA 16-0006)

ATTACHMENT A

Wildomar/Hufsdar Investors, LLC/Applied Planning, Inc. Tri-Party Agreement

ATTACHMENT A

**WILDOMAR / HUFSDAR INVESTORS, LLC / APPLIED PLANNING, INC.
THREE-PARTY EIR AGREEMENT**

CEQA DOCUMENT PREPARATION AND DEPOSIT CONTRACT

This CEQA Document Preparation and Deposit Contract (“Contract”) is made and entered into as of the ____, day of _____, 2016, by and among the City of Wildomar, a California municipal corporation, (“City”), Hufsdar Investors, LLC, (“Applicant/Property Owner”), and Applied Planning, Inc., (“Consultant”). Hereafter, City, Applicant and Consultant may be collectively referred to as the “Parties.”

RECITALS

A. The California Environmental Quality Act (“CEQA”) [Public Resources Code § 21000 et seq.] makes lead agencies responsible for determining whether an environmental impact report (“EIR”), a negative declaration (“ND”), or a mitigated negative declaration (“MND”) is to be required for any project. CEQA also provides that any such EIR, ND, or MND be prepared directly by, or under contract to, the legal agency.

B. Applicant has applied to the City for one or more land use approvals for that project (“Project”) more particularly described in the “Project Description” attached hereto and incorporated herein by reference as Exhibit “1”.

C. City is the lead agency under CEQA for the Project. Based on its preliminary review and consultation with Applicant, City has determined that an Environmental Impact Report (“CEQA Document”) is required for the Project to adequately assess its potentially significant impacts. Pursuant to Public Resources Code § 21080.1(a) City’s determination that this particular CEQA Document required for the Project is final and conclusive.

D. Consultant is a qualified environmental and/or land use planning firm. City, in consultation with Applicant, has selected Consultant to prepare the CEQA Document and any related studies, surveys, and reports as may be required to comply with CEQA. Consultant has prepared a “Scope of Work” attached hereto and incorporated herein by reference as Exhibit “2”, outlining the breadth of analysis and the tasks to be performed to prepare the CEQA Document.

E. Applicant and Consultant acknowledge that as the lead agency, City is responsible for complying with CEQA and the State CEQA Guidelines (“CEQA Guidelines”) [14 Cal. Code Regs. § 15000 et seq], that the City is responsible for the adequacy of its environmental documents, that the City cannot rely on comments from other public agencies or private citizens as a substitute for work CEQA requires, and that this particular CEQA Document must reflect the independent judgment of the City. Applicant and Consultant further acknowledge that as a result of these responsibilities, the CEQA Document is to be prepared and completed to reflect City’s independent judgment, to comply with CEQA and the CEQA Guidelines, and to comport with all applicable professional standards.

F. CEQA authorizes City, as the lead agency, to charge and collect a reasonable fee from Applicant to recover the estimated costs incurred in preparing the CEQA Document and for procedures necessary to comply with CEQA regarding the Project. Applicant acknowledges that it is responsible for the payment of these costs as provided in this Contract.

G. City and Consultant acknowledge that CEQA and the CEQA Guidelines encourage the completion of the CEQA Document within certain time limits and that lead agencies should reduce delay and paperwork in the preparation of CEQA Documents.

H. Based on the foregoing Recitals, Applicant, City, and Consultant now desire to enter into this Contract for the preparation of the CEQA Document determined to be necessary for the Project.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and the mutual covenant hereafter set forth, the parties agree as follows:

Article 1.0 Applicants Obligations

1.1 CEQA Document Costs. The Applicant (Hufsdar Investors, LLC) shall pay all costs incurred for the preparation and completion of the CEQA Document which total **\$176,023.06**.

1.2 Consultant Charges. Consultant's estimated charges for services and reimbursable expenses for preparation and completion of the CEQA Document, pursuant to that Consultant Services Agreement between Consultant and City, a copy of which is attached hereto as Exhibit "3", are **\$139,269.00**.

1.3 City Charges. City's estimated charges for review and processing of the CEQA Document are **\$36,754.06**.

1.4 Deposits. Applicant acknowledges that the City's estimated charges are estimates only and the actual costs may be higher. Applicant agrees to pay all Consultant charges and City charges even if those charges exceed the cost estimates provided in this Contract. To ensure timely payment and performance, Applicant shall deposit the Consultant's and City's estimated charges (Total Estimated Cost) with the City as follows:

1.4.1 Initial Deposit. Within ten (10) business days after the Effective Date of this Contract, Applicant shall deposit **\$88,011.53** with the City, being an amount equal to one half (1/2) of the Total Estimated Cost. Further, within thirty (30) business days after the Effective Date of this Contract, Applicant shall deposit with the City the remaining balance of the Total Estimated Cost, which is **\$88,011.53**.

1.4.2 Subsequent Deposits. Applicant shall be responsible for making subsequent deposits with City if necessary. At such time as the Initial Deposit is reduced to either ten percent (10%) of its original amount or \$10,000, whichever is greater, City shall invoice the Applicant for a subsequent deposit in an amount determined to be sufficient by the City to complete the next logical phase of work on the CEQA Document. Applicant shall deposit the invoiced amount with City within ten (10) business days after receipt of such invoice.

1.4.3 Return of Excess Deposits. Any excess of the amount deposited over the actual cost incurred by City in connection with preparation of the CEQA Document shall be refunded by City to Applicant within 15 days from the date a Notice of Determination in connection with the subject proposed Project is filed with the County Clerk.

1.4.4 No Obligation for City to Complete. Applicant understands and agrees that City shall have no obligation complete the CEQA Document, consider the CEQA Documents for approval, or to pay or incur any costs related thereto, in the event the that Applicant fails to deposit the funds required under Article 1.0 of this Contract. In no event shall City have any responsibility to incur or pay any cost for the preparation and completion of the CEQA Document, or any other activities associated with public review, comment, and consideration (such as preparing, posting, and filing notices, circulating copies of the CEQA Documents, or reviewing and recommending the CEQA Document for approval), except to the extent that Applicant has provided the deposits and funds to pay for such activities as provided under this Contract.

1.5 Communication. Applicant hereby agrees that its officers, employees, contractors, agencies or other representatives shall not communicate with, or discuss any matters relating to the CEQA Document with the Consultant engaged by City to prepare the CEQA Document without prior approval from the Planning Director or his duly authorized representative. Applicant further agrees that all questions regarding scheduling, content, or distribution of the CEQA Document, or any related matters, shall be addressed to the City staff, not the Consultant. The purpose of this provision is to ensure that the CEQA Document prepared will be objective and prepared on behalf of the City, and not a document prepared for purposes of advocating approval of the private proposed project to which it relates.

1.6 Representations. Applicant understands and acknowledges that, although City shall use reasonable efforts to see that the CEQA Document is completed in compliance with the requirements of CEQA and the State CEQA Guidelines, City does not guarantee, warranty, or in any way represent that the CEQA Document will or would be found legally valid by a court of competent jurisdiction in the event of a legal challenge to the CEQA Document by any litigant, and no term of this Contract is intended to be, or shall be, construed to express or imply such guarantee, warranty, or representation. Applicant further understands and acknowledges that neither City's receipt of the amounts specified under this Contract from Applicant, nor any other term of this Contract, is intended to be, or shall be, construed to express or imply that City agrees or intends to assume or reimburse the cost of attorney's fees, or any other cost,

expense or obligation, that would be incurred in undertaking, in whole or in part, the legal defense to any lawsuit or other legal action challenging the validity of the CEQA Document by any litigant.

1.7 Peer Review. Applicant agrees to pay all costs associated with peer review of any document prepared in connection with the CEQA Document if a valid public controversy arises with respect to the CEQA Document. Peer review shall be conducted by the Applicant hiring an environmental consulting firm approved by the City to critique the adequacy of the CEQA Document (or any technical document pertaining thereto) so that the appropriate approval body can make an informed decision with respect to the environmental effects of the Project. For purposes of this section, a valid public controversy shall mean any of the following:

- (1) submission of other differing scientific opinions with respect to the CEQA Document;
- (2) submission of credible evidence in opposition to evidence contained within the CEQA Document;
- (3) submission of additional credible information which was omitted from the CEQA Document.

Article 2.0 Consultants Obligations

2.1 Preparation of CEQA Document. Consultant shall prepare the CEQA Document identified in Recital C of this Contract. If an EIR is to be prepared as the CEQA Document, the Consultant shall prepare the administrative draft, draft and Final EIR and responses to comments.

2.2 Attendance at Public Hearings. The Consultant shall attend all public hearings in connection with the subject proposed Project.

2.3 City Documents. The City shall maintain ownership, custody and control over all documents prepared by Consultant including, but not limited to, all CEQA Documents.

2.4 Meetings. Both Applicant and Consultant agree not to hold meetings concerning the subject proposed Project without the City present.

Article 3.0 City Obligations

3.1 Review Materials. City shall review and analyze all materials submitted in connection with the CEQA Documents as timely as practicable under the circumstances. City shall timely notify and work with Consultant regarding changes or modifications to any CEQA Documents.

3.2 Coordinate Meetings of Parties. City shall use its best efforts to coordinate and arrange meetings between City, Consultant and Applicant from time to time as the need arises.

3.3 Submit to Approval Body. Upon the satisfactory completion of the CEQA Document and all other City application processing requirements, City shall submit the Project for a hearing to the appropriate approval body of the City.

Article 4.0 Indemnity

4.1 Indemnity. The Applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Article 5.0 General Provisions.

5.1 Attorney's Fees. In the event any action is instituted to enforce the terms of this Contract, including any action to recover damages, to obtain injunctive relief, or to appeal any judgment or order of the court, the prevailing party in such action shall be entitled to entry of judgment for an amount equal to its reasonable attorneys' fees, expert witness fees and costs, and costs of suit in addition to such other relief to which it may be entitled. The provisions of this subsection shall in no way limit the scope of either party's obligations under this Contract.

5.2 Assignment. This Contract and any and all rights, duties and obligations set forth herein shall not be assigned or transferred by any party.

5.3 Amendments. This Contract may be amended only by a document in writing and signed by each of the parties to this Contract.

5.4 Entire Agreement. This Contract contains the entire agreement and understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements oral or written, are merged herein, and shall be of no force or effect. California law shall govern the interpretation and enforcement of this Contract.

5.5 Severability. If any covenant, term or condition of this Contract or any application thereof shall be invalid or unenforceable, the remainder of this Contract shall not be affected thereby.

5.6 Authority. The parties hereto warrant and represent that each has the legal right, power and authority to enter into this Contract and to perform all of its obligations hereunder and that the execution and delivery of this Contract have been duly authorized.

5.7 Effective Date of Contract. This Contract shall not become effective until the date it has been executed by the appropriate authorities of City, Consultant & Applicant.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the effective date set forth above.

“CITY”

City of Wildomar

By:

Gary Nordquist, City Manager

“APPLICANT”

Hufsdar Investors, LLC

By:

Richard L. Darling, Manager

“CONSULTANT”

Applied Planning, Inc.

By:

Ross Geller, Principal

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM:

Thomas D. Jex, City Attorney

EXHIBIT “1”

PROJECT DESCRIPTION

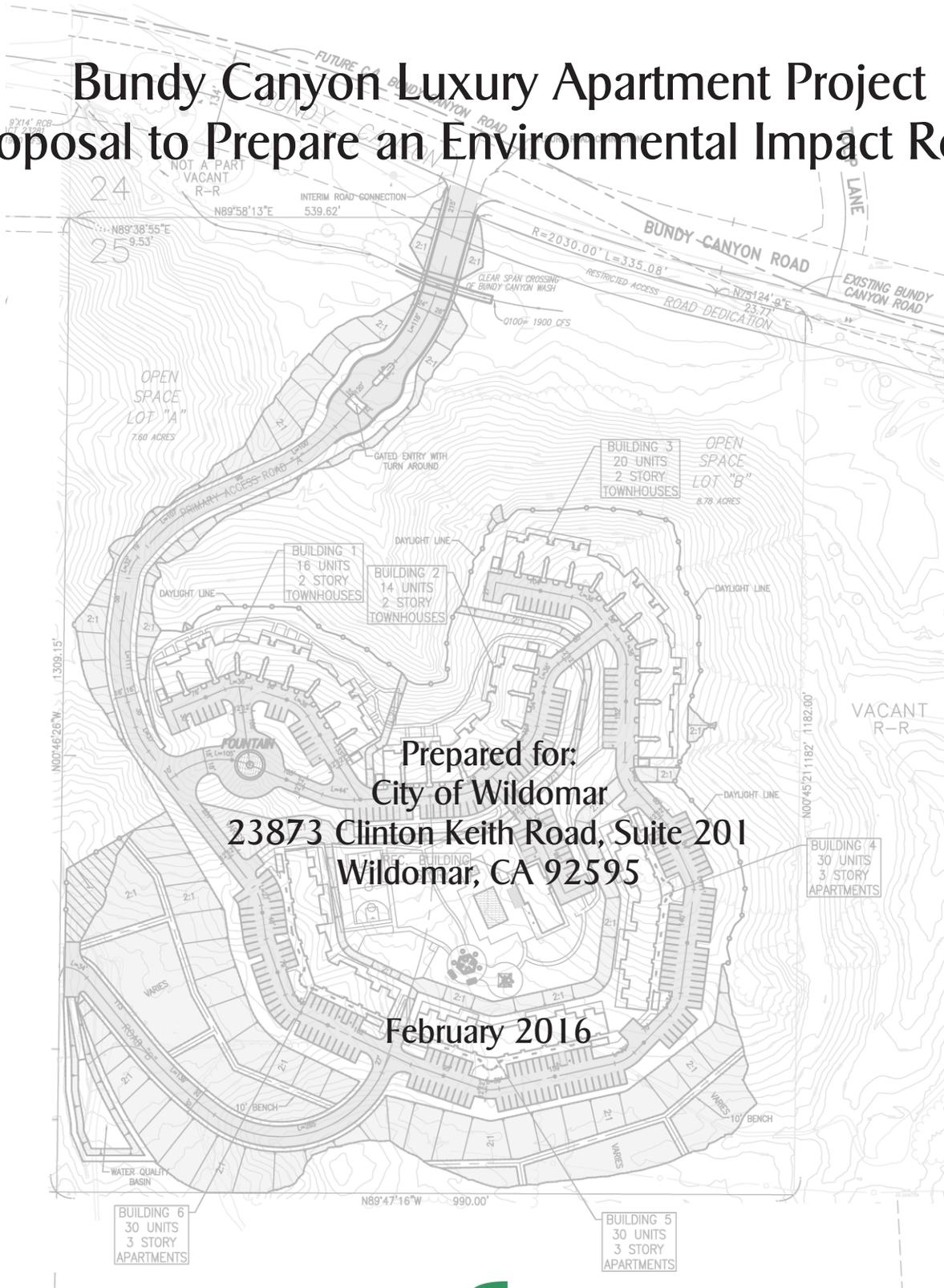
The applicant is requesting approval of the Bundy Canyon Apartment project on 28.65± acres consisting of the following two (2) development applications:

- **Environmental Impact Report (EIR)**: The proposed project requires the preparation, review and certification of an Environmental Impact Report (“EIR”) in accordance with Public Resources Code § 21080(d) and § 21082.2(d).
- **Change of Zone (CZ)**: The project requires approval of a Change of Zone to amend the zoning map to change the existing zoning designation of R-R (Rural Residential) to R-3 (General Residential) on the entire 28.65± acre site to accommodate the project.
- **Plot Plan (PP)**: The project requires approval of a Plot Plan to develop the site with a 140-unit apartment project on a 10.44± acre development “pad” of the 28.65± acre project site with related on-site & off-site improvements. The plot plan also includes review of the site development plans, architecture plans, and landscaping, etc.

EXHIBIT "2"

CONSULTANT PROPOSAL/SCOPE OF WORK

Bundy Canyon Luxury Apartment Project Proposal to Prepare an Environmental Impact Report



Prepared for:
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

February 2016



Table of Contents

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Section Five | Qualifications and Experience

Section Six | Organization and Staffing

Section One | Introduction to the Work Program

Section One | Introduction to the Work Program

Understanding of the Project

The Project site is a vacant 28.8-acre parcel, located along Bundy Canyon Road, approximately one mile easterly of Interstate 15, in the City of Wildomar. Vacant land, rural residential uses, and single-family residential uses surround the site on three sides.

The Project proposes the development of 140 residential units, including 50 townhomes and 90 apartments. The units will be apportioned into six buildings, two and three stories high. Preliminary plans depict the residential buildings encircling a common area containing community amenities, such as a clubhouse, swimming pool, basketball court, playground, dog run, and a picnic area.

Necessary discretionary actions include a zone change from Rural Residential (R-R) to General Residential (R-3); and approval of a plot plan.

Our Role

Since our inception in 1997, Applied Planning, Inc. has developed an expertise in a broad range of environmental services, with numerous environmental studies completed pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Our staff provides a comprehensive array of services required for the latest environmental, land use planning and development processes. We have a proven record of project management utilizing the finest interdisciplinary teams which are assembled to accommodate the needs of our clients and the specific demands of the project. Project managers, technical staff, and associate consultants are chosen based on the type of assignment, knowledge of the subject environs, and availability to support the required

schedule. We provide services to a broad list of clients, ranging from municipalities to private developers.

Our project managers strategically design each environmental process to meet the specific needs of each client, resulting in a streamlined document and efficient environmental process.

We have developed a work program for the proposed Project that will assist the City of Wildomar in the preparation of the Environmental Impact Report (EIR). Please refer to Section Two for complete details regarding our approach. The EIR will be technically sound, pursuant to State law, the *CEQA Guidelines*, and City environmental procedures. Information will also be graphically presented, where applicable, to aid the readers understanding of the Project and support the discussion of impacts and mitigation measures.

Staff Accessibility

The Applied Planning project management team will work as an extension of City staff. This collaborative working relationship is essential to the creation of documents that are an effective planning tool for public dissemination and assist the City decision making process. We will work closely with City staff through the successful completion of the Project, thus ensuring that the City's objectives are reflected in the planning and environmental review process.

We consider our staff availability of paramount importance to the environmental process. Our project management team and technical personnel will be available to devise Project-related strategies, supply CEQA expertise, and provide solutions and objective recommendations.

Technical Analysis

It is our understanding that all technical analyses will be provided by the Project Applicant. Applied Planning will review these documents and all relevant information will be incorporated into the environmental document, as appropriate. It is assumed that these studies are thorough and complete. If any additional analysis is necessary, Applied Planning will work with the respective authors to assure the reports are adequate for CEQA purposes.

Quality Control

An objective and technically accurate document provides a strong foundation on which to make reasoned decisions. The Project Manager will oversee and coordinate all activities related to quality control and assurance. This includes compliance with *CEQA Guidelines*, technical accuracy and objectivity of technical analyses, and consistency checks throughout the document.

Applied Planning's Staff Editor will be responsible for conducting a comprehensive review of the document. This will ensure that the document is free of typographical errors, that Project-specific terms are used consistently, and that the document is formatted in a uniform, reader-friendly manner.

Section Two | Scope of Work

Section Two | Scope of Work

The following paragraphs describe Applied Planning's proposed work tasks to complete the preparation of the EIR for the proposed Project.

Task 1: Initial Meetings, Initial Study and Notice of Preparation

Applied Planning's management team will attend meetings early in the process with the City to clarify expectations, refine the work plan, exchange information, and present specifics on our recommended approach to the Project.

The Project schedule will be discussed and refined, as necessary, to reflect agreements and understandings reached in these meetings. Based on the outcome of these meetings, Applied Planning will prepare a refined EIR schedule, identifying critical data needs and associated delivery dates necessary to attain the agreed upon schedule.

Upon affirmation of the Project Description, Applied Planning will prepare a thorough CEQA evaluation of the Project using the City of Wildomar's Initial Study CEQA checklist form. Answers to all responses will be qualified with the appropriate level of discussion, summarizing the background information and environmental documentation where appropriate. The Initial Study will be a comprehensive document, setting the stage for the preparation of the Draft EIR, and aiding the reader in understanding the scope of the Project.

Applied Planning will prepare a Notice of Preparation (NOP) for the Project. These items will be provided to City staff for review and comment.

Products

- Attendance at Project Kick-off Meetings
- Definition of Project and Alternatives
- Refined Scope of Work (if needed)
- Refined Schedule (if needed)
- CEQA Initial Study
- Notice of Preparation

Task 2: Environmental Data Compilation and Analysis

Important steps in this task will include the collection and detailed review of all pertinent environmental documentation prepared for the Project. It is our understanding that all requisite technical studies will be provided by the Project Applicant. Applied Planning will review these documents and all relevant information will be incorporated into the Initial Study/EIR, as appropriate. It is assumed that these studies are thorough and complete. If corrections or any additional analysis is necessary, Applied Planning will work with the respective authors to assure the reports are adequate for CEQA purposes.

Products

- Detailed review of all environmental documentation

Task 3: Preparation of Administrative Draft EIR

The Applied Planning team will prepare the Administrative Draft EIR in accordance with CEQA and City regulations and guidelines. The report will be prepared in accordance with *CEQA Guidelines*. The document will include a project description, setting, impacts, thresholds of significance, mitigation measures, and a complete list of authors responsible for the environmental analysis. Relevant plans and regulations that would serve to reduce the potential impacts of the Project will also be identified.

Mitigation measures will be as specific as possible, emphasizing responsibility and timing for both implementation and monitoring of mitigation. For each significant impact, the level of significance following mitigation will be stated. A summary table of impacts and

mitigation measures will be prepared in a fashion that is easily adaptable for use by the City in adopting findings.

The City will be provided the opportunity to review and comment on the Administrative Draft EIR. We have included an electronic copy and a hard copy of the document for this purpose. This internal review process is not assumed to exceed two (2) consolidated review cycles (one review to provide comments, and another to review edits).

Products

- Up to two (2) consolidated internal review cycles
- One electronic copy of the document
- One hard copy of the document

Task 4: Preparation of the Draft EIR

Following internal review, Applied Planning will revise the Administrative Draft EIR and produce the Draft EIR. The Draft EIR and Notice of Completion will be submitted to the State Clearinghouse and the Riverside County Clerk/Recorder, initiating the 45-day public comment period. All appendices will be contained on a CD, attached to the EIR.

Applied Planning will also prepare a Notice of Completion. Upon completion of City review, the documents will be distributed by Applied Planning based on a City-provided mailing distribution list. Applied Planning will ensure that the appropriate number of copies of the Draft EIR are provided to the City for distribution to the State Clearinghouse and responsible and interested agencies. City staff will be responsible for the necessary notices announcing the public hearing and the availability of documents to be published in a major local newspaper serving the study area.

Products

- Up to 27 copies of the Draft EIR (7 hard copies and 20 CDs)
- One hard copy of all technical appendices
- Notice of Completion

Task 5: Preparation of Administrative Final EIR

During and following the close of the public comment period, Applied Planning will prepare written responses to the comments on the Draft EIR received during the public review period. Copies the Administrative Final EIR will be provided to the City for review.

Products

- One hard copy of the Administrative Final EIR
- One electronic copy of the document

Task 6: Preparation of the Final EIR

Following review of the Administrative Final EIR, Applied Planning will make any necessary changes to the response to comments portion of the document and will send the responses to commenting agencies and parties at least ten days prior to certification of the document. The Final EIR will then be finalized, and a Mitigation Monitoring Plan will be prepared.

Products

- One hard copy of the Final EIR
- One electronic copy of the document

Task 7: Project Management and Administration

Recognizing the importance of this Project, Applied Planning's Principal, Ross Geller, will be the designated Project Manager. Mr. Geller will be the contact person for the City and will attend all Project team meetings.

The preparation of an EIR for this type of project requires a major commitment of time to project management and meetings. As part of this task, Applied Planning will be responsible for the coordination of information between the Project team members.

At the beginning of the Project, Applied Planning, through coordination with City staff, will compile a list of all potentially involved departments and agencies. During the course

of the environmental analysis, Applied Planning will assume responsibility for coordinating with these respective agencies. Thus, the environmental analysis will incorporate all the appropriate department and agency input in order to expedite the process of environmental certification and approval.

Applied Planning's Project Manager will maintain routine contact with City staff. Applied Planning's management team will be responsible for coordination of all consultant team members and staff. Where appropriate, Applied Planning will utilize the expertise of City staff to confirm assumptions and methodologies, to provide input in formulating key mitigation measures, and to verify major conclusions.

Task 8: Meetings and Public Hearings on the EIRs

The Applied Planning team will be available to attend necessary meetings and public hearings on the EIR. The proposal includes costs for Applied Planning to attend a project scoping meeting, up to two (2) project meetings, and two (2) public hearings. Upon certification of the document, Applied Planning will prepare and process the Notice of Determination. Any fees associated with the processing will be the responsibility of the City/Applicant).

Products

- Attendance at one (1) project scoping meeting
- Attendance at up to two (2) project meetings
- Attendance at two (2) public hearings
- Prepare and process Notice of Determination

Analysis of Key Issues

The environmental process will cover the topical issues discussed in the CEQA checklist form. It is anticipated that the issues of agricultural resources, hazards and hazardous materials, mineral resources, and recreation will be adequately addressed as part of the Initial Study process.

The topics of aesthetics, air quality (including global climate change), biological resources, cultural resources, geology and soils, hydrology and water quality, land use, noise, population and housing, public services and utilities, and traffic and circulation will need to be brought forward and analyzed in greater detail in the EIR.

If requested, Applied Planning will assist City staff in complying with the Tribal Resources consultation with requesting Tribes as provided for under AB 52, Gatto. *Native Americans: California Environmental Quality Act.*

All technical analyses supplied by the Project Applicant will be reviewed and relevant information will be incorporated into the environmental documents, as appropriate. Any recommendations will be carried forward into the Mitigation Monitoring Plan for the Project. It is assumed that these studies are thorough and complete. If corrections or any additional analysis is necessary, Applied Planning will work with the respective authors to assure the reports are adequate for CEQA purposes.

Section Three | Project Budget

Section Three | Project Budget

Applied Planning, Inc. will prepare the EIR for the proposed Bundy Canyon Luxury Apartment Project for a fixed fee cost not to exceed \$139,269.00. This fee includes copies of the document. Appendices will be provided on CD-ROM and attached within any hard copies of the main document.¹ Any additional document copies will be billed at cost plus 15 percent basis.

Consistent with the City's Request for Proposal, the only exception to this fixed fee shall occur in the event that excessive comments are received on the Draft EIR. For the purposes of this proposal, more than ten (10) commenting agencies and/or more than 75 comments that require in-depth response shall be considered excessive. Applied Planning will obtain written approval from the City before such costs are incurred. All approved extra work will be undertaken consistent with Applied Planning's Schedule of Billing Rates, which is presented within this Section, following the spreadsheet.

Invoices for the Project will be prepared monthly and will be based on the percentage of the overall Project that was completed during the billing period. Milestones for payments shall be up to 85 percent of the contract amount for completion and distribution of the Draft EIR, up to 95 percent for the distribution of the Final EIR and up to 100 percent within 60 days following the distribution of the Final EIR, if the Project is delayed for any reason outside of the control of the consultant.

This budget proposal was based on the following spreadsheet. The spreadsheet presents each task outlined in the preceding Scope of Work, hours required to complete each task, and individual billing rates.

¹ It is noted that one hard copy of each of the technical appendices has been included within our budget, consistent with the City's RFP.

Bundy Canyon Luxury Apartment Project

EIR Budget

		Principal	Senior Project Manager	Senior Planner	Planner	Graphic Technician	Clerical	Sub-Consultants	
BILLING RATE		\$235	\$195	\$170	\$145	\$100	\$90		
									COST
Task 1	Initiation Meeting	6	0	0	0	2	4		\$ 1,970.00
	Prepare Initial Study/NOP	8	16	12	10	12	8		\$ 10,410.00
Task 2	Environmental Data Collection	4	6	4	2	0	4		\$ 3,440.00
Task 3	Preparation of Screencheck EIR								\$ -
	Introduction	2	2	6	2	0	4		\$ 2,530.00
	Project Description	8	10	4	2	6	8		\$ 6,120.00
	Summary	2	4	2	4	2	3		\$ 2,640.00
	Aesthetics	4	8	0	0	8	2		\$ 3,480.00
	Air Quality (including GCC)	6	10	6	4	0	8		\$ 5,680.00
	Biological Resources	4	0	8	4	2	4		\$ 3,440.00
	Cultural Resources	4	0	8	2	2	4		\$ 3,150.00
	Geology and Soils	4	4	8	4	2	6		\$ 4,400.00
	Hydrology and Water Quality	4	9	4	4	2	6		\$ 4,695.00
	Land Use	6	9	4	6	4	7		\$ 5,745.00
	Noise	6	8	2	2	2	8		\$ 4,520.00
	Population and Housing	8	8	4	6	0	8		\$ 5,710.00
	Public Services and Utilities	4	6	4	4	2	6		\$ 4,110.00
	Traffic and Circulation	6	10	5	8	6	8		\$ 6,690.00
	Alternatives (4 including "No Project")	8	10	8	6	5	8		\$ 7,280.00
	Statutory CEQA Topics	6	12	6	6	0	8		\$ 6,360.00
	Mitigation Monitoring Plan	5	8	0	2	0	8		\$ 3,745.00
Task 4	Preparation of Draft EIR	4	6	4	4	2	10		\$ 4,470.00
Task 5	Project Management/Administration	30	10	6	0	8	10		\$ 11,720.00
Task 6	Preparation of Screencheck Final EIR ¹	10	12	8	6	4	8		\$ 8,040.00
Task 7	Preparation of Final EIR	6	12	8	0	6	6		\$ 6,250.00
Task 8	Draft Facts, Findings & Overriding Considerations	6	6	0	0	0	8		\$ 3,300.00
Task 9	Meetings and Public Hearings	22	4	2	0	4	6		\$ 7,230.00
SUBTOTAL		183	190	123	88	81	170		\$ 137,125.00
Estimated Direct Expenses									
Printing						Copies	Cost		
	Administrative Draft EIR					1	\$48.00	\$	48.00
	Draft EIR (hard copies) w/ Appendices on CD-ROM					7	\$48.00	\$	336.00
	Draft EIR (on CD-ROM)					20	\$15.00	\$	300.00
	Technical Appendices (hard copies)					1	\$169.00	\$	169.00
	Administrative Draft Final EIR					1	\$38.00	\$	38.00
	Final EIR (hard copies)					1	\$38.00	\$	38.00
	Final EIR (on CD-ROM)					1	\$15.00	\$	15.00
Other Direct Charges (postage, delivery, travel, telephone, etc.)									\$ 1,200.00
SUBTOTAL									\$ 2,144.00
ESTIMATED TOTAL COST									\$ 139,269.00

¹ Assumes the preparation of responses to a total of 10 DEIR comment letters.

Schedule of Billing Rates - Effective January 1, 2016¹⁻⁴

Job Classification	Hourly Rate
Principal	\$235
Senior Project Manger	\$195
Project Manager	\$170
Assistant Project Manager	\$145
Graphics Technician	\$100
Clerical	\$90

Notes:

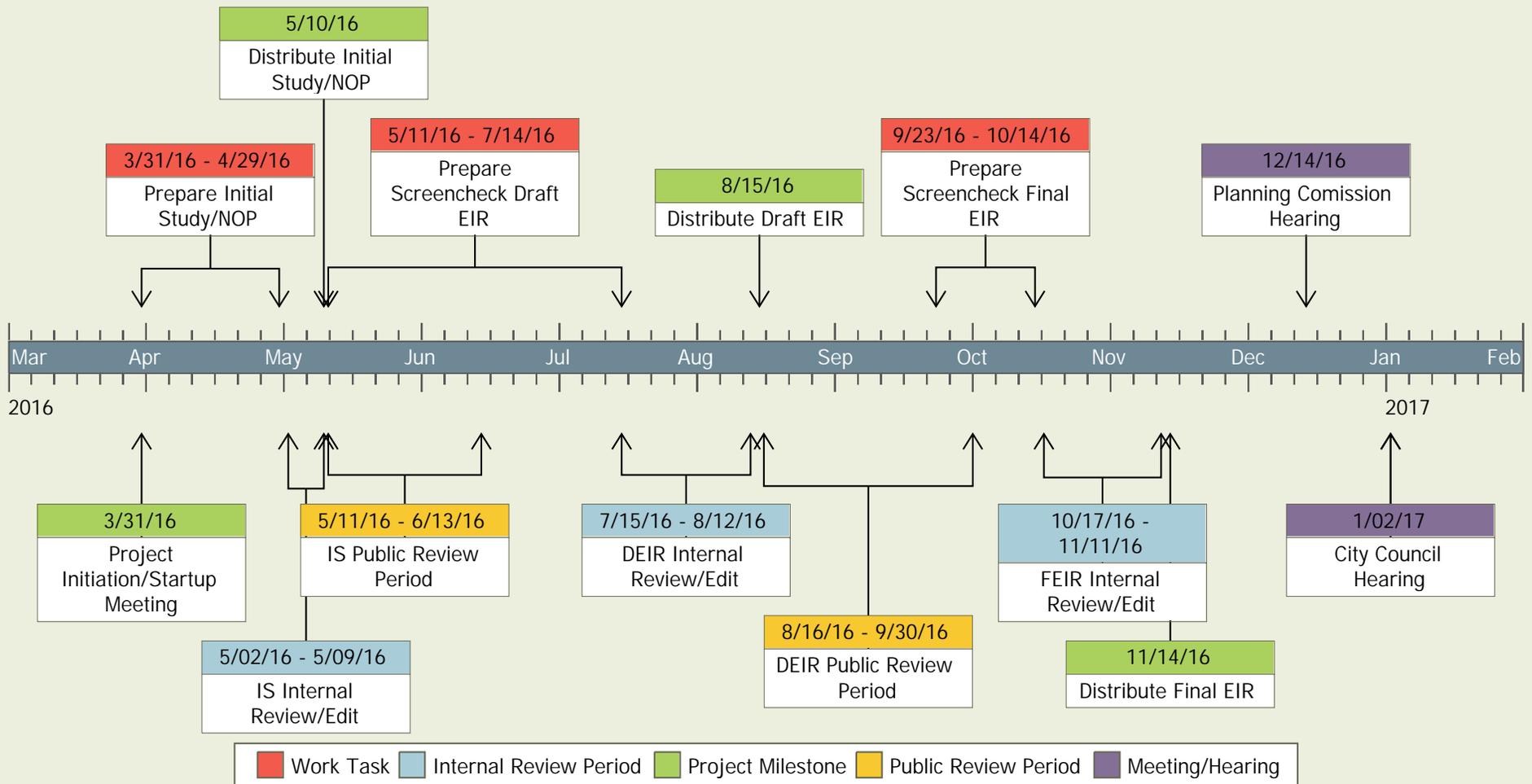
1. Reimbursable expenses will be charged on a direct cost basis plus 15%, including subconsultant fees.
2. The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$425 per hour regardless of job classification.
3. Mileage is charged at 0.55 cents per mile.
4. Schedule of Billing Rates will be used for invoicing and extra work incurred that is not part of the scope of work for the specific project.

Section Four | Project Schedule

Section Four | Project Schedule

The following preliminary schedule has been created for the Project, including the assumed kick-off date and internal review periods. Updated schedules will be provided regularly throughout the process.

Bundy Canyon Luxury Apartment Project Schedule



Section Five | Qualifications and Experience

Section Five | Qualifications and Experience

Overview

Our staff provides a comprehensive array of services required for the latest environmental, land use planning and development processes. We have provided planning and environmental services for municipal and county agencies and school districts, as well as private developers for a wide variety of projects, including specific plans, commercial projects, residential tracts, redevelopment plans, new schools and campuses, publicly financed infrastructure plans and programs, and major public infrastructure construction projects such as wastewater reclamation facilities and desalination plants.

Applied Planning, Inc. provides the following environmental compliance services:

- Initial Studies/Negative Declarations
- Environmental Assessments
- Environmental Impact Reports
- Environmental Impact Statements
- Tiered Environmental Documents
- Mitigation Monitoring Programs
- Public Hearings and Presentations
- Findings of Overriding Considerations
- Records of Decision

Project Experience

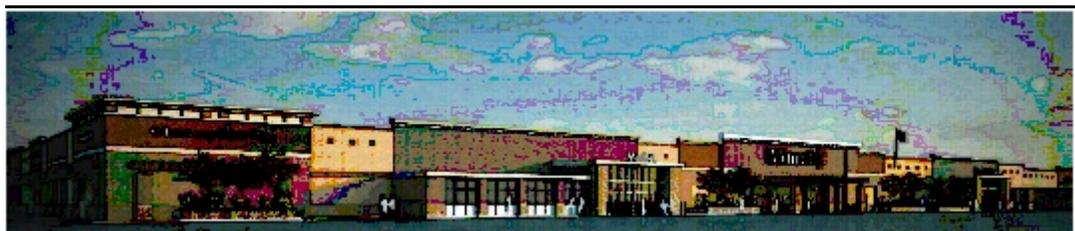
Many of our projects include complex issues, such as rural conversion, urban infill, and historic preservation. Our experience in handling high profile and controversial projects has afforded us the opportunity to develop management techniques that enable us to complete the project in a manner that is responsive to community issues. We continue to manage diversified teams of consultants, providing exceptional client service.

Following are selected examples of our work.

Wildomar Wal-Mart Project
Environmental Impact Report
Wildomar, California

This Project proposed 207,800 square feet of new retail/commercial uses within a 24.5-acre site, located within the City of Wildomar. More specifically, the Project included a 200,000-square foot Walmart and a 7,800-square foot commercial outpad use. Supporting site improvements, included infrastructure, signalized access, bus transit facilities, landscaping/hardscape, decorative and security lighting, screening walls, and directional and informational signage.

Major topics discussed within the document included land use, traffic and circulation, air quality, noise, public services and utilities, hydrology and water quality, biological resources, geology and soils, and cultural resources.



*Falloncrest at The Preserve Master Plan
Environmental Impact Report
City of Chino, California*

The Falloncrest at The Preserve Master Plan Project proposed a mix of commercial, residential, and open space uses on approximately 125 acres located in the southeast portion of the City of Chino. More specifically, the Project included the development of 1,344 dwelling units, 155,194 square feet of commercial uses, and approximately 25 acres of open space.

This Project provided a unique set of circumstances since the site had been utilized for dairy and cattle farming purposes since the mid-1950s. The site contained an active dairy, a calf ranch, and a heifer ranch, housing an estimated 9,600 cows. Dairy operations are known to produce PM₁₀ emissions, reactive organic gases, ammonia, hydrogen sulfide, methane, equipment exhaust, and on-road vehicle exhaust.

In this regard, dairy activities resulted in elevated levels of methane gas on the Project site in excess of typical regulatory action levels for residential development. Other concerns included the deterioration of water quality in the area due to total dissolved solids and nitrogen, which are discharged to groundwater through the percolation of stormwater runoff from corrals and drainage of manure stockpiles; degradation of surface waters from dairy runoff; pesticides that may have been used in conjunction with previous agricultural and/or current dairy operations; vectors attracted to the stockpiling of manure; and asbestos containing materials and lead-based paint in the aging on-site structures.

Due to previous hydrocarbon contamination of soil and groundwater and the general nature of the existing dairy operations, the site was listed in several environmental databases. Accordingly, the EIR set forth precautionary protocols to be employed throughout the site during Project development.

*Piemonte at Ontario Center
Amendment to the Ontario Center Specific Plan;
Addendum to the Certified Ontario Center Environmental Impact Report
Ontario, California*

The 88-acre Project included the development of over 1.3 million square feet of commercial and mid-rise office uses and approximately 800 residential units within four-5 story towers. The Piemonte Project provides residents the opportunity to live, work, shop and take advantage of various entertainment venues without the need to drive a car.



Main Street, the cornerstone of the entertainment portion of the project, provides a tree-lined paseo with various points of visual interest such as fountains and/or urban gardens. Courtyards, esplanades and opportunities for outdoor seating were created by the placement of buildings along the spine.

The Project is designed to connect pedestrian-oriented development, with an emphasis on wide, landscaped sidewalks, outdoor seating and dining areas, and a strong Tuscan design influence throughout. The various land use components within the Project will be connected by a series of defined pedestrian paths proposed throughout the Project site. Pedestrian links have also been designed to allow workers, residents and visitors to move through the site and to the Citizens Business Bank Arena located just south of Piemonte.

***Monterey Station
Mitigated Negative
Declaration
Pomona, California***



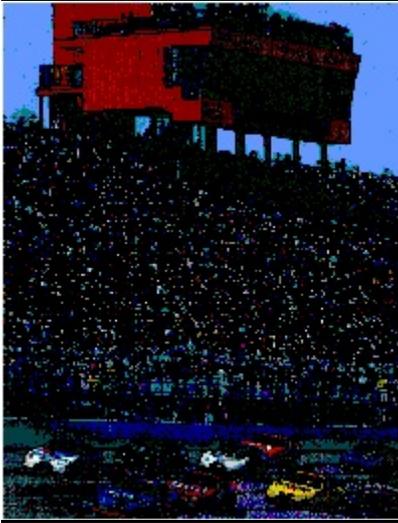
The Project involved demolition and site preparation on approximately 7.33 acres, and new construction of a transit-oriented development that will consist of approximately 600 residential and “live-work” units. The residential portion of the development will be a mixture of studio, one and two bedroom units. Community improvements include a clubroom, fitness center, open courtyards and swimming pools, along with convenient access to the existing Metrolink station in downtown Pomona.

***March Lifecare Campus Specific Plan
Program Environmental Impact Report
Riverside County, California***

The March Lifecare Campus Specific Plan provides the framework for the development of a 3,555,000-square-foot state-of-the-art, integrated healthcare campus and supporting facilities. The Project is envisioned to be incrementally constructed over the next 20 years. The Project area is located generally on the southwest corner of Cactus Avenue and Heacock Street on approximately 236 acres of the former March Air Reserve Base in Riverside County.



Applied Planning, Inc. prepared a comprehensive Program EIR that assessed both the near-term and long-term impacts associated with the buildout of the site. Of particular significance was the evaluation of historic structures that were constructed on the former March Air Force Base and hazards associated with the previous on-site military uses.



*California Speedway Development Plan
Environmental Impact Report
San Bernardino County, California*

Applied Planning, Inc. prepared the EIR for this major motor sports raceway facility and a business park on a 550-acre site located in the southwest portion of San Bernardino County. The Project was recognized by the Inland Empire Chapter of the American Planning Association for “Outstanding Specific Project” of the year.

The site was previously occupied by a steel mill owned and operated by the Kaiser Steel Corporation. The mill, which began operation in 1942, was a major source of steel plate for ship building operations during World War II, and by the late 1970s was the largest fully integrated steel mill west of the Mississippi River, providing over 11,000 jobs to the community. Development of the site required extensive demolition of old structures and facilities and reclamation of hazardous waste by-products from steel mill operations.

The Project was intended to fill demand for a major motor sports racing facility that has grown since the closure of several raceways, including the Riverside Raceway, the Ontario Motor Speedway, and other smaller racing facilities in Southern California.

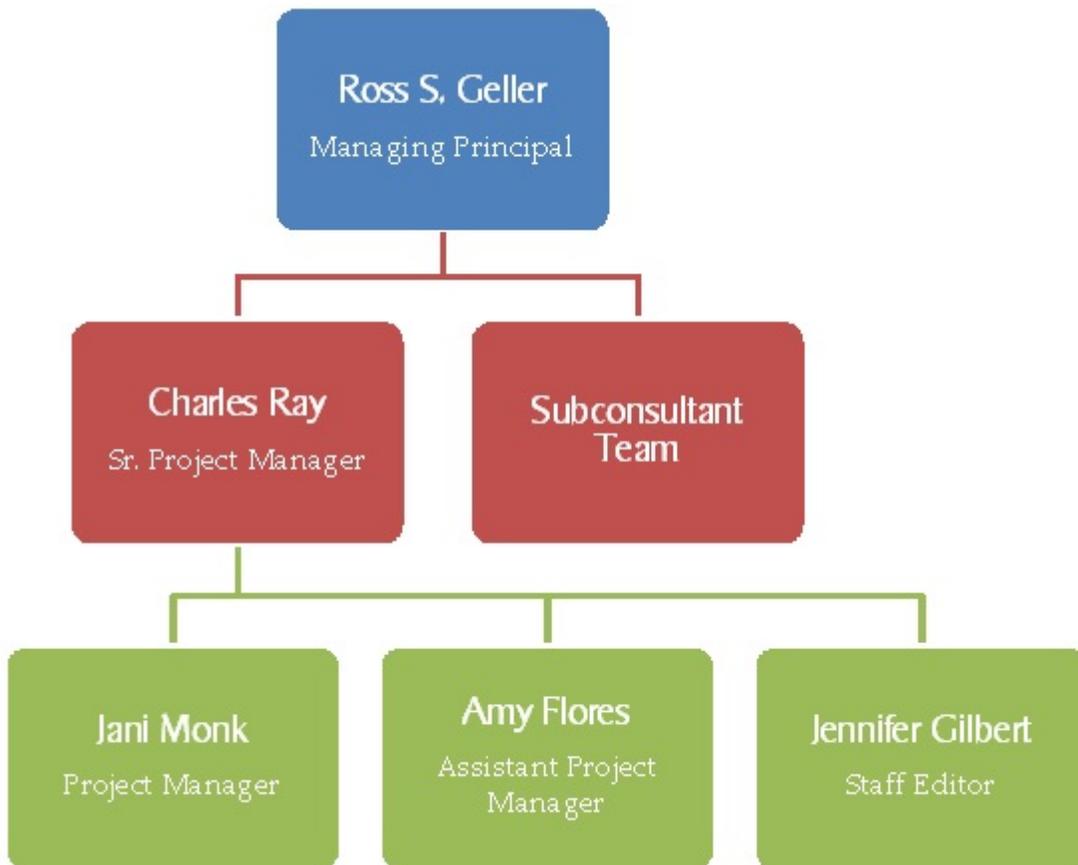
The California Speedway Development Plan Project included the following components:

- A motor racing facility with a two-mile tri-oval track, and associated buildings and facilities for hosting three to six Indy and stock car sanctioned races per year between April and September, beginning in September of 1996. Ultimate spectator attendance is planned at 105,000 people per event.
- Parking for the grandstand area, infield parking, employee parking, and the business park area totals 34,646 parking spaces.
- A Metrolink station proposed for the northeastern portion of the main parking area, along an existing Santa Fe Rail line.

Section Six | Organization and Staffing

Section Six | Organization and Staffing

This section provides resumes for Applied Planning key personnel. Organization of our firm is as follows.



Mr. Ross S. Geller, Principal

Education: California State Polytechnic University, Pomona
Bachelor of Science, Urban and Regional Planning

California State University, Fullerton
Graduate Studies in Public Administration

Experience: Ross Geller has over 30 years of professional experience and an in-depth background in a wide range of planning and environmental issues. His project management experience has provided him with the insight to develop innovative and practical solutions to a full range of planning and environmental concerns.

Prior to establishing Applied Planning, Inc., Mr. Geller was a Principal and Partner of a major California environmental planning firm. In addition to his administrative duties, he has managed the preparation of environmental documents and specific plans for some of the highest profile projects in the State. Over his career, Mr. Geller has managed projects ranging from major transportation facility projects, large scale industrial developments, to fiber optics projects. Other projects included the preparation of an EIR for the City of Santa Barbara Desalination Plant and Long Term Water Supply Program.

Mr. Geller also managed the preparation of an EIR for the California Speedway Project. That project investigated the impacts of redeveloping the previous Kaiser Steel Mill site into a major Southern California racing facility. The EIR document was prepared on an expedited schedule. This project was recognized by the American Planning Association for "Outstanding Specific Project" of the year.

Mr. Geller recently completed the management and preparation of a Specific Plan Amendment and accompanying environmental document for the Piemonte project in the City of Ontario. Piemonte is an urban village that included over 1.3 million square feet of entertainment, restaurant, retail and

office uses on an 88 acre site. Piemonte also included over 800 residential units. His responsibilities included coordinating the various design and engineering disciplines and preparing and processing the documents through the entitlement process.

Mr. Charles D. Ray, Senior Project Manager

Education: Bachelor of Environmental Design, University of Colorado, 1976.

Experience: Charles (Charly) Ray joined Applied Planning, Inc. in 1999. Mr. Ray's education, complemented by 25 years of practical experience in application of environmental policies and land use/planning laws, provide the skills necessary to develop innovative and practical solutions to a wide range of planning and environmental issues.

Primary responsibilities with Applied Planning, Inc. include preparation of necessary California Environmental Quality Act (CEQA) documentation and project management for a diverse range of commercial, residential, and municipal projects requiring assessment and presentation of complex environmental issues. Representative work includes:

Glendora Commercial Center Specific Plan EIR: Commercial Specific Plan Project EIR for a 474,000 square foot commercial/retail center on approximately 50 acres of land. City of Glendora, Los Angeles County, CA.

Diamond Ridge Commercial Center Specific Plan EIR: Commercial Specific Plan Project EIR for a 400,000 square foot commercial/retail center on approximately 29 acres of land. City of Glendora, Los Angeles County, CA.

Rosemead Retail Center EIR: Commercial /Retail Project EIR for a 250,000 square foot retail/commercial center on approximately 24 acres; City of Rosemead, Los Angeles County, CA.

Piemonte at Ontario Center Project: Specific Plan Amendment and EIR Addendum for mixed use urban project (approximately 1.3 million square feet of commercial/retail, restaurant, office, entertainment, and hotel uses; 806 dwelling units) on approximately 80 acres; City of Ontario, San Bernardino County, CA.

The Preserve Specific Plan EIR: Mixed Use Specific Plan Project EIR for development of approximately 1,600 acres with 3,000 dwelling units, and up to 1.25 million square feet of commercial uses; Riverside County, CA.

“Big-T” EIR: Residential Tract EIR-Residential /Commercial Project EIR for demolition of existing “Big-T” Golf Course and redevelopment with 154 dwelling units and 28,000 square feet of commercial/retail uses on 26.5 acres. City of Buena Park, Orange County, CA.

Ms. Jani L. Monk, Project Manager

Education: University of California, Riverside, Communications Studies

Experience: Ms. Monk has more than fifteen years of experience in varied aspects of land use planning, environmental analysis and project development.

Ms. Monk joined Applied Planning, Inc. in 2000. As a Project Manager, she is actively involved in the planning, research and environmental analysis of several Applied Planning projects, including the preparation of CEQA documentation for a number of new retail and industrial projects located throughout the Inland Empire, the High Desert and the Antelope Valley.

Ms. Monk is also responsible for the management of Applied Planning's graphic production, and has successfully incorporated state-of-the-art digital imaging into a number of projects. Working with a variety of media, as well as multiple architects and designers, she created a concise yet comprehensive graphic representation of this diverse project to facilitate its fast-track review by the City of Ontario's Planning and Redevelopment departments. Also notable was the detailed mapping completed for the Vesta Telecommunications project, which involved the routing of fiber optic cable over approximately 70 miles, from Riverside to the community of Rainbow Canyon in San Diego County.

Prior to joining Applied Planning, Inc., she was employed as an Environmental Analyst by a major California environmental firm. Ms. Monk contributed research and analysis to a wide variety of environmental projects pursuant to CEQA and NEPA regulations, and managed the pre-development processing of a number of private sector commercial developments.

Ms. Monk has also worked for a major Inland Empire civil engineering firm, where she assisted clients with successfully obtaining site development approvals.

Ms. Amy M. Flores, Assistant Project Manager

Education: Chaffey College, Urban Design
Mount San Antonio College, Various Courses

Experience: Ms. Flores is an Assistant Project Manager with Applied Planning, Inc. Ms. Flores has more than 15 years of experience in varied aspects of land use planning, environmental analysis, and project development. She has managed and prepared a variety of planning and environmental studies for projects located throughout Southern California.

Ms. Flores has extensive experience and background in research and analysis. She has prepared studies that investigated the environmental feasibility of a wide range of rights-of-way projects, including the routing of product pipelines into major airports. She also participated in the preparation of an environmental document for a 70-mile fiber optic project that was prepared for the California Public Utilities Commission.

In her capacity as an Assistant Project Manager, Amy prepares technical sections of environmental impact reports and coordinates the scopes of work for our various technical sub-consultants. Ms. Flores also serves as the environmental coordinator for all of Applied Planning's school construction related environmental documents. She has personally prepared CEQA documents for over a dozen elementary, middle, and high schools within the Inland Empire. Additionally, she recently managed the preparation of several detailed Mitigated Negative Declarations for major retail centers located in the City of Los Angeles.

Ms. Flores has an extensive background in computer-generated graphics and is an expert in publishing and pre-production quality control.

Ms. Jennifer A. Gilbert, Staff Editor

Education: Chaffey College, Business Administration/Communications

Experience: Ms. Gilbert is the Staff Editor for Applied Planning, Inc. Ms. Gilbert has more than ten years of experience in a variety of business communication positions. Her past experience includes proofreading and correcting a wide range of printed copy. She has also managed and reviewed the preparation of technical manuals and materials. Ms. Gilbert managed numerous projects that relied on clear presentation, precise language, and were free of typographical errors.

Ms. Gilbert has extensive experience in the advertising and public relations field. She has spent over eight years with two southern California advertising agencies. In addition to her editorial skills, her previous work has provided her with extensive experience in research and analyses techniques.

In her capacity as a Staff Editor, Jennifer reviews all sections of Applied Planning's work products and reports prepared by our various technical sub-consultants. Ms. Gilbert also serves as the publishing coordinator for all of Applied Planning's projects, conducting pre- and post-flight editorial reviews.

Ms. Gilbert has an extensive background in computer-generated graphics and is an expert in publishing and production quality control.

EXHIBIT “3”

**CITY OF WILDOMAR & APPLIED PLANNING, INC.
EIR CONSULTANT SERVICES AGREEMENT**

CONSULTANT SERVICES AGREEMENT

by and between

**THE CITY OF WILDOMAR,
a California general law city**

and

APPLIED PLANNING, INC.

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND APPLIED PLANNING, INC.**

This Agreement for Consultant Services ("Agreement") is entered into as of this _____th day of _____, 2016 by and between the City of Wildomar, a California general law city ("City") and Applied Planning, Inc., a California corporation authorized to do business in California ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Consultant, following submission of a proposal or bid 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 Consultant Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Consultant 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 scope of services set forth in Attachment A (Scope of Services) of this Consultant Agreement shall be completed pursuant to the schedule specified in scope. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the scope of services until such services are complete.

SECTION 2. SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Attachment A (Scope of Services/Proposal) of this Consultant Agreement and made a part of this Agreement.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Attachment A (Scope of Services/Proposal) of this Consultant Agreement unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Attachment A (Scope of Services/Proposal) of this Consultant Agreement and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed \$139,269.00, unless additional compensation is approved in writing by the City Council or City Manager.

Each month Consultant 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-consultant contracts. Sub-consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. City shall independently review each invoice submitted by the Consultant 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 Consultant for correction and resubmission.

Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant'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 Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

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 Consultant in the course of providing any 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 Consultant. Upon completion, expiration or termination of this Agreement, Consultant 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 Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warrants related to Standard of Performance and found in Section 9 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. CONSULTANT'S BOOKS AND RECORDS.

Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant 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 Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three 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.

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 Consultant's address indicated for receipt of notices in this Agreement.

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 Consultant's business, City may, by written request, require that custody of such documents or records be given to the City and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant 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.

The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

Neither Consultant, nor any of Consultant'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. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Consultant 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. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

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 Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance 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 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant 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. Consultant 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 Consultant to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Consultant 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.

Consultant 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.

Consultant 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. Consultant shall use E-Verify as the electronic verification system to verify the employment eligibility of all of Consultant's existing and new employees. E-Verify shall mean the internet based system operated by the Department of Homeland Security which allows an employer to determine the eligibility of an employee to work in the United States by using information reported on an employee's Employment Eligibility Verification Form (I-9 Form). Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant 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.

Consultant 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 Consultant's performance of services under this Agreement. Consultant 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. Consultant 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.

City understands and acknowledges that Consultant 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. Consultant 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.

City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of work 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.

All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant 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.

Consultant, 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 Consultant gives City notice of such court order or subpoena.

If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

Consultant shall promptly notify City should Consultant, 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to

review any response to discovery requests provided by Consultant. 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.

Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant 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 losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant 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 attorney's 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 Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant 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 here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section. In the event of any claim or demand made against City, its employees, officials or agents, the City may at its sole discretion reserve, retain and/or apply any monies due to Consultant under the Contract, for the purpose of resolving such claims; except that the City may release such funds if Consultant gives City reasonable assurance that City's interests will be protected. City shall, in its sole discretion, determine whether such assurance is reasonable. Claims against City, its employees, officials or agents by any employee of Consultant, its subcontractors, contractors, employees, servants or agents shall not in any way limit Consultant's indemnification obligation as set forth in this Section, including they amount and/or type of damages, compensation, and/or benefits payable by or for Consultant, its subcontractors, contractors, employees,

servants or agents under workers' compensation act, disability benefit acts, and/or other employee benefit acts and/or insurances. Nothing in this Agreement is intended to or shall have the effect of creating any rights in any third party against City, its agents, officials or employees.

Limitation of Indemnification. Notwithstanding any provision of this Section 16 [Indemnification] 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.

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.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Attachment B (Consultant 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. Consultant agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. 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 summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the

services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

SECTION 21. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant 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 Consultant 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 Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the City to give notice of the Consultant'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.

Consultant 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 Consultant. 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 work as outlined in the Exhibit "A" "Scope of Services," shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work 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
 23878 Clinton Keith Road, Suite 111
 Wildomar, CA 92595

To Consultant: Mr. Ross Geller
 Applied Planning, Inc.
 5817 Pine Avenue, Suite A
 Chino Hills, CA 91709

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 Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

SECTION 26. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 27. MODIFICATION OF AGREEMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that

this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. 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 Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. 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 Los Angeles.

SECTION 30. 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 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" and "B", 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 Consultant 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. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. 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).

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

CITY OF WILDOMAR

By: _____
Gary Nordquist, City Manager

ATTEST:

Debbie Lee
City Clerk

APPROVED AS TO FORM

By: _____
Thomas D. Jex
City Attorney

By: _____
Ross Geller, Principal
Applied Planning, Inc.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

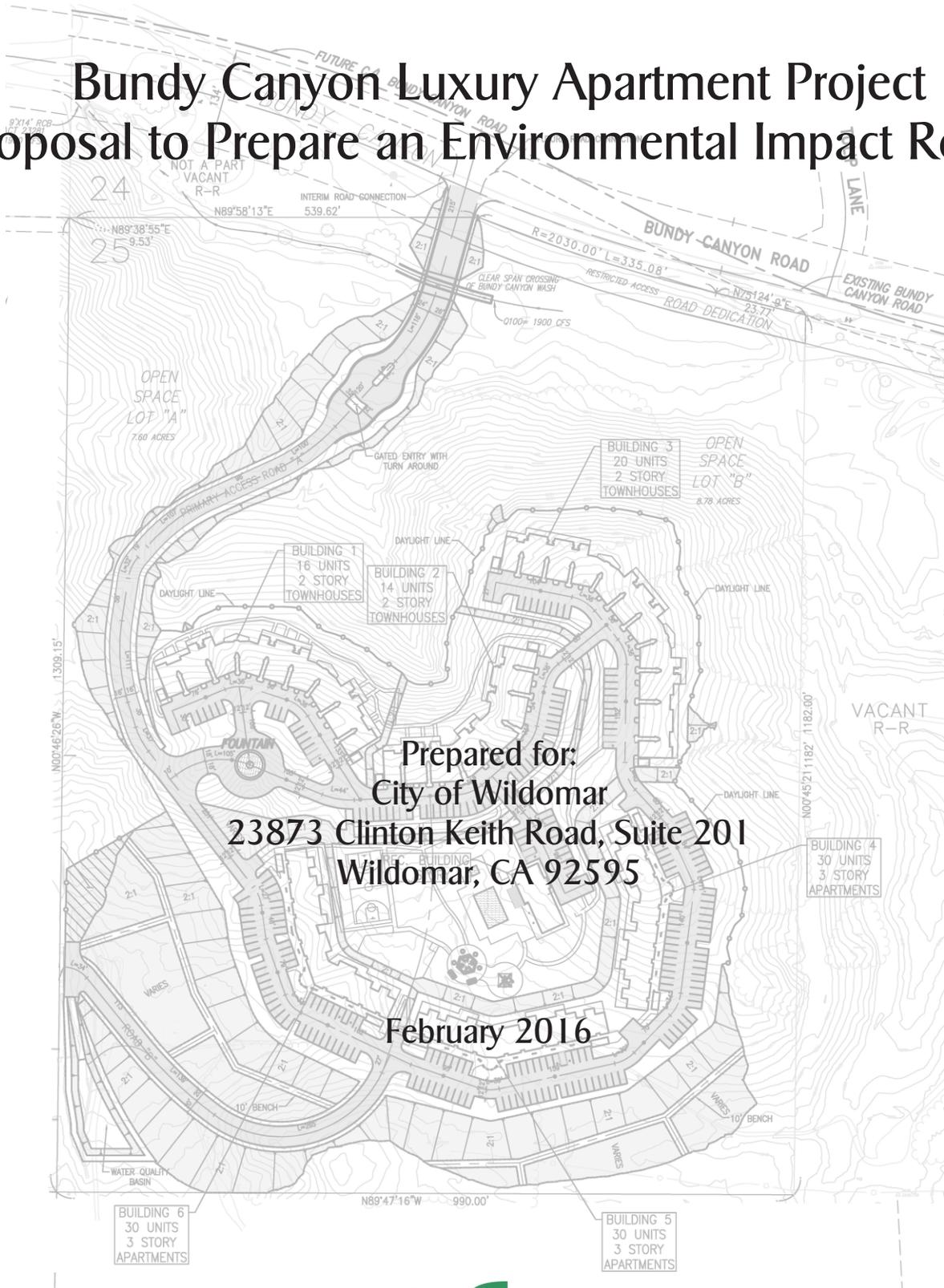
TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

Attachment A of Exhibit 3

APPLIED PLANNING SCOPE OF SERVICES / PROPOSAL

Bundy Canyon Luxury Apartment Project Proposal to Prepare an Environmental Impact Report



Prepared for:
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

February 2016



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Section One | Introduction to the Work Program

Section Two | Scope of Work

Section Three | Project Budget

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Section Five | Qualifications and Experience

Section Six | Organization and Staffing

Section One | Introduction to the Work Program

Section One | Introduction to the Work Program

Understanding of the Project

The Project site is a vacant 28.8-acre parcel, located along Bundy Canyon Road, approximately one mile easterly of Interstate 15, in the City of Wildomar. Vacant land, rural residential uses, and single-family residential uses surround the site on three sides.

The Project proposes the development of 140 residential units, including 50 townhomes and 90 apartments. The units will be apportioned into six buildings, two and three stories high. Preliminary plans depict the residential buildings encircling a common area containing community amenities, such as a clubhouse, swimming pool, basketball court, playground, dog run, and a picnic area.

Necessary discretionary actions include a zone change from Rural Residential (R-R) to General Residential (R-3); and approval of a plot plan.

Our Role

Since our inception in 1997, Applied Planning, Inc. has developed an expertise in a broad range of environmental services, with numerous environmental studies completed pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Our staff provides a comprehensive array of services required for the latest environmental, land use planning and development processes. We have a proven record of project management utilizing the finest interdisciplinary teams which are assembled to accommodate the needs of our clients and the specific demands of the project. Project managers, technical staff, and associate consultants are chosen based on the type of assignment, knowledge of the subject environs, and availability to support the required

schedule. We provide services to a broad list of clients, ranging from municipalities to private developers.

Our project managers strategically design each environmental process to meet the specific needs of each client, resulting in a streamlined document and efficient environmental process.

We have developed a work program for the proposed Project that will assist the City of Wildomar in the preparation of the Environmental Impact Report (EIR). Please refer to Section Two for complete details regarding our approach. The EIR will be technically sound, pursuant to State law, the *CEQA Guidelines*, and City environmental procedures. Information will also be graphically presented, where applicable, to aid the readers understanding of the Project and support the discussion of impacts and mitigation measures.

Staff Accessibility

The Applied Planning project management team will work as an extension of City staff. This collaborative working relationship is essential to the creation of documents that are an effective planning tool for public dissemination and assist the City decision making process. We will work closely with City staff through the successful completion of the Project, thus ensuring that the City's objectives are reflected in the planning and environmental review process.

We consider our staff availability of paramount importance to the environmental process. Our project management team and technical personnel will be available to devise Project-related strategies, supply CEQA expertise, and provide solutions and objective recommendations.

Technical Analysis

It is our understanding that all technical analyses will be provided by the Project Applicant. Applied Planning will review these documents and all relevant information will be incorporated into the environmental document, as appropriate. It is assumed that these studies are thorough and complete. If any additional analysis is necessary, Applied Planning will work with the respective authors to assure the reports are adequate for CEQA purposes.

Quality Control

An objective and technically accurate document provides a strong foundation on which to make reasoned decisions. The Project Manager will oversee and coordinate all activities related to quality control and assurance. This includes compliance with *CEQA Guidelines*, technical accuracy and objectivity of technical analyses, and consistency checks throughout the document.

Applied Planning's Staff Editor will be responsible for conducting a comprehensive review of the document. This will ensure that the document is free of typographical errors, that Project-specific terms are used consistently, and that the document is formatted in a uniform, reader-friendly manner.

Section Two | Scope of Work

Section Two | Scope of Work

The following paragraphs describe Applied Planning's proposed work tasks to complete the preparation of the EIR for the proposed Project.

Task 1: Initial Meetings, Initial Study and Notice of Preparation

Applied Planning's management team will attend meetings early in the process with the City to clarify expectations, refine the work plan, exchange information, and present specifics on our recommended approach to the Project.

The Project schedule will be discussed and refined, as necessary, to reflect agreements and understandings reached in these meetings. Based on the outcome of these meetings, Applied Planning will prepare a refined EIR schedule, identifying critical data needs and associated delivery dates necessary to attain the agreed upon schedule.

Upon affirmation of the Project Description, Applied Planning will prepare a thorough CEQA evaluation of the Project using the City of Wildomar's Initial Study CEQA checklist form. Answers to all responses will be qualified with the appropriate level of discussion, summarizing the background information and environmental documentation where appropriate. The Initial Study will be a comprehensive document, setting the stage for the preparation of the Draft EIR, and aiding the reader in understanding the scope of the Project.

Applied Planning will prepare a Notice of Preparation (NOP) for the Project. These items will be provided to City staff for review and comment.

Products

- Attendance at Project Kick-off Meetings
- Definition of Project and Alternatives
- Refined Scope of Work (if needed)
- Refined Schedule (if needed)
- CEQA Initial Study
- Notice of Preparation

Task 2: Environmental Data Compilation and Analysis

Important steps in this task will include the collection and detailed review of all pertinent environmental documentation prepared for the Project. It is our understanding that all requisite technical studies will be provided by the Project Applicant. Applied Planning will review these documents and all relevant information will be incorporated into the Initial Study/EIR, as appropriate. It is assumed that these studies are thorough and complete. If corrections or any additional analysis is necessary, Applied Planning will work with the respective authors to assure the reports are adequate for CEQA purposes.

Products

- Detailed review of all environmental documentation

Task 3: Preparation of Administrative Draft EIR

The Applied Planning team will prepare the Administrative Draft EIR in accordance with CEQA and City regulations and guidelines. The report will be prepared in accordance with *CEQA Guidelines*. The document will include a project description, setting, impacts, thresholds of significance, mitigation measures, and a complete list of authors responsible for the environmental analysis. Relevant plans and regulations that would serve to reduce the potential impacts of the Project will also be identified.

Mitigation measures will be as specific as possible, emphasizing responsibility and timing for both implementation and monitoring of mitigation. For each significant impact, the level of significance following mitigation will be stated. A summary table of impacts and

mitigation measures will be prepared in a fashion that is easily adaptable for use by the City in adopting findings.

The City will be provided the opportunity to review and comment on the Administrative Draft EIR. We have included an electronic copy and a hard copy of the document for this purpose. This internal review process is not assumed to exceed two (2) consolidated review cycles (one review to provide comments, and another to review edits).

Products

- Up to two (2) consolidated internal review cycles
- One electronic copy of the document
- One hard copy of the document

Task 4: Preparation of the Draft EIR

Following internal review, Applied Planning will revise the Administrative Draft EIR and produce the Draft EIR. The Draft EIR and Notice of Completion will be submitted to the State Clearinghouse and the Riverside County Clerk/Recorder, initiating the 45-day public comment period. All appendices will be contained on a CD, attached to the EIR.

Applied Planning will also prepare a Notice of Completion. Upon completion of City review, the documents will be distributed by Applied Planning based on a City-provided mailing distribution list. Applied Planning will ensure that the appropriate number of copies of the Draft EIR are provided to the City for distribution to the State Clearinghouse and responsible and interested agencies. City staff will be responsible for the necessary notices announcing the public hearing and the availability of documents to be published in a major local newspaper serving the study area.

Products

- Up to 27 copies of the Draft EIR (7 hard copies and 20 CDs)
- One hard copy of all technical appendices
- Notice of Completion

Task 5: Preparation of Administrative Final EIR

During and following the close of the public comment period, Applied Planning will prepare written responses to the comments on the Draft EIR received during the public review period. Copies the Administrative Final EIR will be provided to the City for review.

Products

- One hard copy of the Administrative Final EIR
- One electronic copy of the document

Task 6: Preparation of the Final EIR

Following review of the Administrative Final EIR, Applied Planning will make any necessary changes to the response to comments portion of the document and will send the responses to commenting agencies and parties at least ten days prior to certification of the document. The Final EIR will then be finalized, and a Mitigation Monitoring Plan will be prepared.

Products

- One hard copy of the Final EIR
- One electronic copy of the document

Task 7: Project Management and Administration

Recognizing the importance of this Project, Applied Planning's Principal, Ross Geller, will be the designated Project Manager. Mr. Geller will be the contact person for the City and will attend all Project team meetings.

The preparation of an EIR for this type of project requires a major commitment of time to project management and meetings. As part of this task, Applied Planning will be responsible for the coordination of information between the Project team members.

At the beginning of the Project, Applied Planning, through coordination with City staff, will compile a list of all potentially involved departments and agencies. During the course

of the environmental analysis, Applied Planning will assume responsibility for coordinating with these respective agencies. Thus, the environmental analysis will incorporate all the appropriate department and agency input in order to expedite the process of environmental certification and approval.

Applied Planning's Project Manager will maintain routine contact with City staff. Applied Planning's management team will be responsible for coordination of all consultant team members and staff. Where appropriate, Applied Planning will utilize the expertise of City staff to confirm assumptions and methodologies, to provide input in formulating key mitigation measures, and to verify major conclusions.

Task 8: Meetings and Public Hearings on the EIRs

The Applied Planning team will be available to attend necessary meetings and public hearings on the EIR. The proposal includes costs for Applied Planning to attend a project scoping meeting, up to two (2) project meetings, and two (2) public hearings. Upon certification of the document, Applied Planning will prepare and process the Notice of Determination. Any fees associated with the processing will be the responsibility of the City/Applicant).

Products

- Attendance at one (1) project scoping meeting
- Attendance at up to two (2) project meetings
- Attendance at two (2) public hearings
- Prepare and process Notice of Determination

Analysis of Key Issues

The environmental process will cover the topical issues discussed in the CEQA checklist form. It is anticipated that the issues of agricultural resources, hazards and hazardous materials, mineral resources, and recreation will be adequately addressed as part of the Initial Study process.

The topics of aesthetics, air quality (including global climate change), biological resources, cultural resources, geology and soils, hydrology and water quality, land use, noise, population and housing, public services and utilities, and traffic and circulation will need to be brought forward and analyzed in greater detail in the EIR.

If requested, Applied Planning will assist City staff in complying with the Tribal Resources consultation with requesting Tribes as provided for under AB 52, Gatto. *Native Americans: California Environmental Quality Act.*

All technical analyses supplied by the Project Applicant will be reviewed and relevant information will be incorporated into the environmental documents, as appropriate. Any recommendations will be carried forward into the Mitigation Monitoring Plan for the Project. It is assumed that these studies are thorough and complete. If corrections or any additional analysis is necessary, Applied Planning will work with the respective authors to assure the reports are adequate for CEQA purposes.

Section Three | Project Budget

Section Three | Project Budget

Applied Planning, Inc. will prepare the EIR for the proposed Bundy Canyon Luxury Apartment Project for a fixed fee cost not to exceed \$139,269.00. This fee includes copies of the document. Appendices will be provided on CD-ROM and attached within any hard copies of the main document.¹ Any additional document copies will be billed at cost plus 15 percent basis.

Consistent with the City's Request for Proposal, the only exception to this fixed fee shall occur in the event that excessive comments are received on the Draft EIR. For the purposes of this proposal, more than ten (10) commenting agencies and/or more than 75 comments that require in-depth response shall be considered excessive. Applied Planning will obtain written approval from the City before such costs are incurred. All approved extra work will be undertaken consistent with Applied Planning's Schedule of Billing Rates, which is presented within this Section, following the spreadsheet.

Invoices for the Project will be prepared monthly and will be based on the percentage of the overall Project that was completed during the billing period. Milestones for payments shall be up to 85 percent of the contract amount for completion and distribution of the Draft EIR, up to 95 percent for the distribution of the Final EIR and up to 100 percent within 60 days following the distribution of the Final EIR, if the Project is delayed for any reason outside of the control of the consultant.

This budget proposal was based on the following spreadsheet. The spreadsheet presents each task outlined in the preceding Scope of Work, hours required to complete each task, and individual billing rates.

¹ It is noted that one hard copy of each of the technical appendices has been included within our budget, consistent with the City's RFP.

Bundy Canyon Luxury Apartment Project

EIR Budget

		Principal	Senior Project Manager	Senior Planner	Planner	Graphic Technician	Clerical	Sub-Consultants	
BILLING RATE		\$235	\$195	\$170	\$145	\$100	\$90		
									COST
Task 1	Initiation Meeting	6	0	0	0	2	4		\$ 1,970.00
	Prepare Initial Study/NOP	8	16	12	10	12	8		\$ 10,410.00
Task 2	Environmental Data Collection	4	6	4	2	0	4		\$ 3,440.00
Task 3	Preparation of Screencheck EIR								\$ -
	Introduction	2	2	6	2	0	4		\$ 2,530.00
	Project Description	8	10	4	2	6	8		\$ 6,120.00
	Summary	2	4	2	4	2	3		\$ 2,640.00
	Aesthetics	4	8	0	0	8	2		\$ 3,480.00
	Air Quality (including GCC)	6	10	6	4	0	8		\$ 5,680.00
	Biological Resources	4	0	8	4	2	4		\$ 3,440.00
	Cultural Resources	4	0	8	2	2	4		\$ 3,150.00
	Geology and Soils	4	4	8	4	2	6		\$ 4,400.00
	Hydrology and Water Quality	4	9	4	4	2	6		\$ 4,695.00
	Land Use	6	9	4	6	4	7		\$ 5,745.00
	Noise	6	8	2	2	2	8		\$ 4,520.00
	Population and Housing	8	8	4	6	0	8		\$ 5,710.00
	Public Services and Utilities	4	6	4	4	2	6		\$ 4,110.00
	Traffic and Circulation	6	10	5	8	6	8		\$ 6,690.00
	Alternatives (4 including "No Project")	8	10	8	6	5	8		\$ 7,280.00
	Statutory CEQA Topics	6	12	6	6	0	8		\$ 6,360.00
	Mitigation Monitoring Plan	5	8	0	2	0	8		\$ 3,745.00
Task 4	Preparation of Draft EIR	4	6	4	4	2	10		\$ 4,470.00
Task 5	Project Management/Administration	30	10	6	0	8	10		\$ 11,720.00
Task 6	Preparation of Screencheck Final EIR ¹	10	12	8	6	4	8		\$ 8,040.00
Task 7	Preparation of Final EIR	6	12	8	0	6	6		\$ 6,250.00
Task 8	Draft Facts, Findings & Overriding Considerations	6	6	0	0	0	8		\$ 3,300.00
Task 9	Meetings and Public Hearings	22	4	2	0	4	6		\$ 7,230.00
SUBTOTAL		183	190	123	88	81	170		\$ 137,125.00
Estimated Direct Expenses									
Printing						Copies	Cost		
	Administrative Draft EIR					1	\$48.00	\$	48.00
	Draft EIR (hard copies) w/ Appendices on CD-ROM					7	\$48.00	\$	336.00
	Draft EIR (on CD-ROM)					20	\$15.00	\$	300.00
	Technical Appendices (hard copies)					1	\$169.00	\$	169.00
	Administrative Draft Final EIR					1	\$38.00	\$	38.00
	Final EIR (hard copies)					1	\$38.00	\$	38.00
	Final EIR (on CD-ROM)					1	\$15.00	\$	15.00
Other Direct Charges (postage, delivery, travel, telephone, etc.)									\$ 1,200.00
SUBTOTAL									\$ 2,144.00
ESTIMATED TOTAL COST									\$ 139,269.00

¹ Assumes the preparation of responses to a total of 10 DEIR comment letters.

Schedule of Billing Rates - Effective January 1, 2016¹⁻⁴

Job Classification	Hourly Rate
Principal	\$235
Senior Project Manger	\$195
Project Manager	\$170
Assistant Project Manager	\$145
Graphics Technician	\$100
Clerical	\$90

Notes:

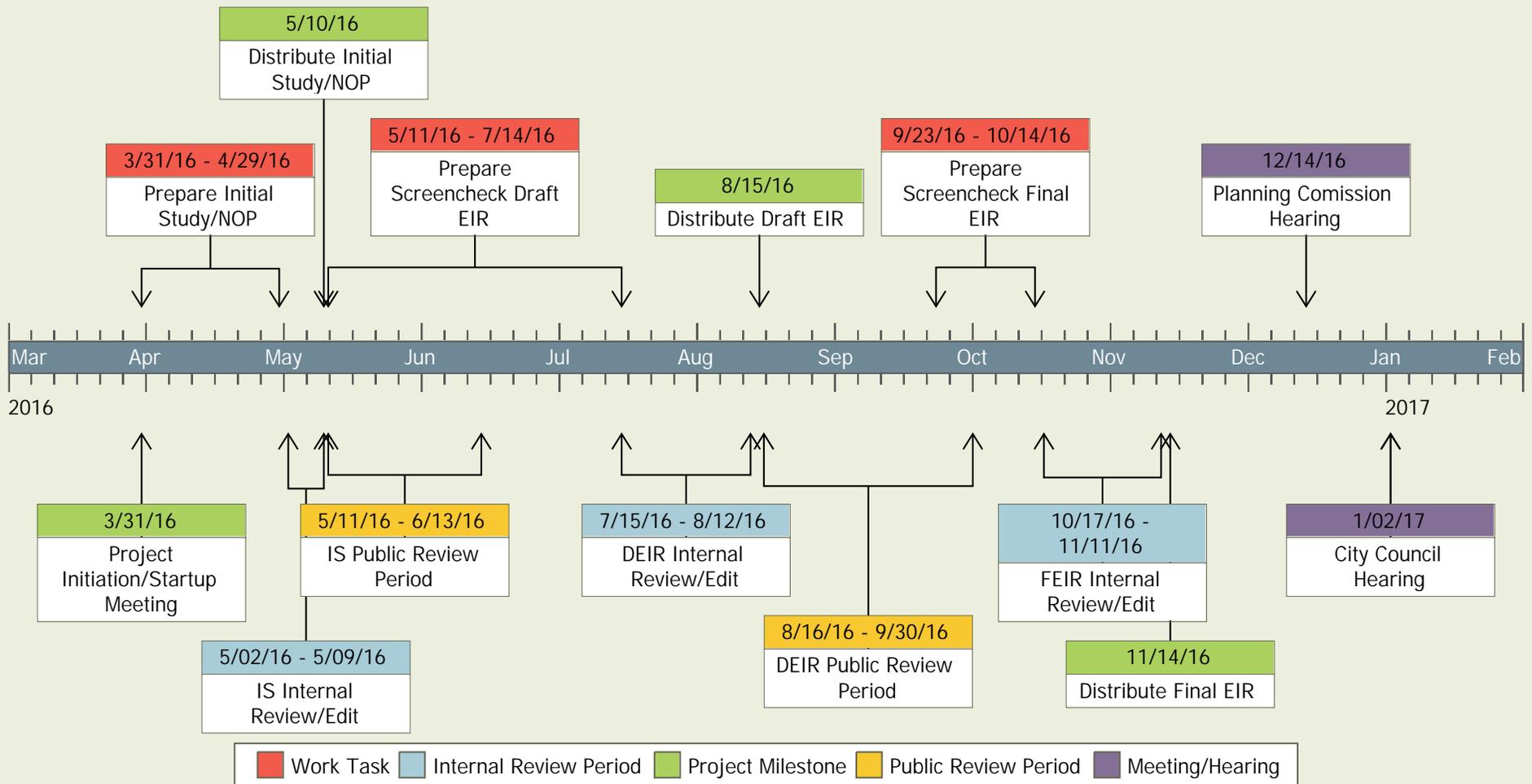
1. Reimbursable expenses will be charged on a direct cost basis plus 15%, including subconsultant fees.
2. The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$425 per hour regardless of job classification.
3. Mileage is charged at 0.55 cents per mile.
4. Schedule of Billing Rates will be used for invoicing and extra work incurred that is not part of the scope of work for the specific project.

Section Four | Project Schedule

Section Four | Project Schedule

The following preliminary schedule has been created for the Project, including the assumed kick-off date and internal review periods. Updated schedules will be provided regularly throughout the process.

Bundy Canyon Luxury Apartment Project Schedule



Section Five | Qualifications and Experience

Section Five | Qualifications and Experience

Overview

Our staff provides a comprehensive array of services required for the latest environmental, land use planning and development processes. We have provided planning and environmental services for municipal and county agencies and school districts, as well as private developers for a wide variety of projects, including specific plans, commercial projects, residential tracts, redevelopment plans, new schools and campuses, publicly financed infrastructure plans and programs, and major public infrastructure construction projects such as wastewater reclamation facilities and desalination plants.

Applied Planning, Inc. provides the following environmental compliance services:

- Initial Studies/Negative Declarations
- Environmental Assessments
- Environmental Impact Reports
- Environmental Impact Statements
- Tiered Environmental Documents
- Mitigation Monitoring Programs
- Public Hearings and Presentations
- Findings of Overriding Considerations
- Records of Decision

Project Experience

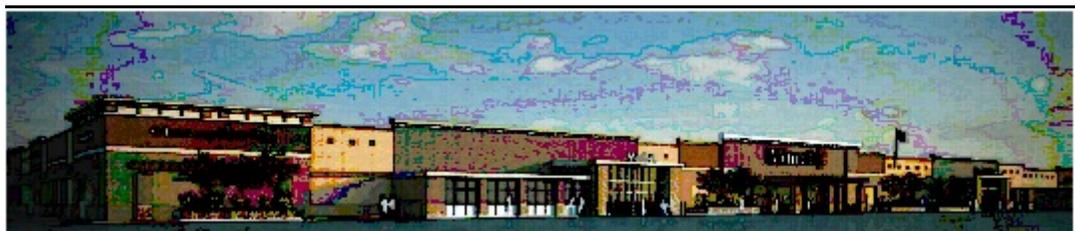
Many of our projects include complex issues, such as rural conversion, urban infill, and historic preservation. Our experience in handling high profile and controversial projects has afforded us the opportunity to develop management techniques that enable us to complete the project in a manner that is responsive to community issues. We continue to manage diversified teams of consultants, providing exceptional client service.

Following are selected examples of our work.

Wildomar Wal-Mart Project
Environmental Impact Report
Wildomar, California

This Project proposed 207,800 square feet of new retail/commercial uses within a 24.5-acre site, located within the City of Wildomar. More specifically, the Project included a 200,000-square foot Walmart and a 7,800-square foot commercial outpad use. Supporting site improvements, included infrastructure, signalized access, bus transit facilities, landscaping/hardscape, decorative and security lighting, screening walls, and directional and informational signage.

Major topics discussed within the document included land use, traffic and circulation, air quality, noise, public services and utilities, hydrology and water quality, biological resources, geology and soils, and cultural resources.



*Falloncrest at The Preserve Master Plan
Environmental Impact Report
City of Chino, California*

The Falloncrest at The Preserve Master Plan Project proposed a mix of commercial, residential, and open space uses on approximately 125 acres located in the southeast portion of the City of Chino. More specifically, the Project included the development of 1,344 dwelling units, 155,194 square feet of commercial uses, and approximately 25 acres of open space.

This Project provided a unique set of circumstances since the site had been utilized for dairy and cattle farming purposes since the mid-1950s. The site contained an active dairy, a calf ranch, and a heifer ranch, housing an estimated 9,600 cows. Dairy operations are known to produce PM₁₀ emissions, reactive organic gases, ammonia, hydrogen sulfide, methane, equipment exhaust, and on-road vehicle exhaust.

In this regard, dairy activities resulted in elevated levels of methane gas on the Project site in excess of typical regulatory action levels for residential development. Other concerns included the deterioration of water quality in the area due to total dissolved solids and nitrogen, which are discharged to groundwater through the percolation of stormwater runoff from corrals and drainage of manure stockpiles; degradation of surface waters from dairy runoff; pesticides that may have been used in conjunction with previous agricultural and/or current dairy operations; vectors attracted to the stockpiling of manure; and asbestos containing materials and lead-based paint in the aging on-site structures.

Due to previous hydrocarbon contamination of soil and groundwater and the general nature of the existing dairy operations, the site was listed in several environmental databases. Accordingly, the EIR set forth precautionary protocols to be employed throughout the site during Project development.

*Piemonte at Ontario Center
Amendment to the Ontario Center Specific Plan;
Addendum to the Certified Ontario Center Environmental Impact Report
Ontario, California*

The 88-acre Project included the development of over 1.3 million square feet of commercial and mid-rise office uses and approximately 800 residential units within four-5 story towers. The Piemonte Project provides residents the opportunity to live, work, shop and take advantage of various entertainment venues without the need to drive a car.



Main Street, the cornerstone of the entertainment portion of the project, provides a tree-lined paseo with various points of visual interest such as fountains and/or urban gardens. Courtyards, esplanades and opportunities for outdoor seating were created by the placement of buildings along the spine.

The Project is designed to connect pedestrian-oriented development, with an emphasis on wide, landscaped sidewalks, outdoor seating and dining areas, and a strong Tuscan design influence throughout. The various land use components within the Project will be connected by a series of defined pedestrian paths proposed throughout the Project site. Pedestrian links have also been designed to allow workers, residents and visitors to move through the site and to the Citizens Business Bank Arena located just south of Piemonte.

***Monterey Station
Mitigated Negative
Declaration
Pomona, California***



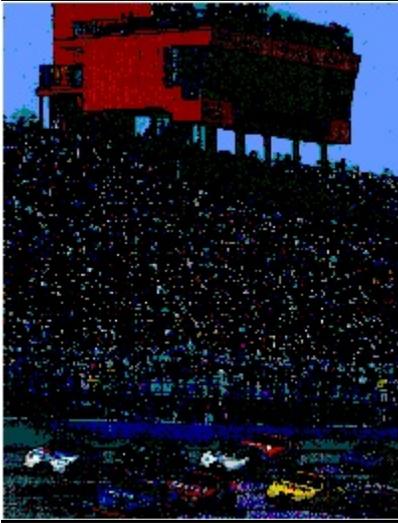
The Project involved demolition and site preparation on approximately 7.33 acres, and new construction of a transit-oriented development that will consist of approximately 600 residential and “live-work” units. The residential portion of the development will be a mixture of studio, one and two bedroom units. Community improvements include a clubroom, fitness center, open courtyards and swimming pools, along with convenient access to the existing Metrolink station in downtown Pomona.

***March Lifecare Campus Specific Plan
Program Environmental Impact Report
Riverside County, California***

The March Lifecare Campus Specific Plan provides the framework for the development of a 3,555,000-square-foot state-of-the-art, integrated healthcare campus and supporting facilities. The Project is envisioned to be incrementally constructed over the next 20 years. The Project area is located generally on the southwest corner of Cactus Avenue and Heacock Street on approximately 236 acres of the former March Air Reserve Base in Riverside County.



Applied Planning, Inc. prepared a comprehensive Program EIR that assessed both the near-term and long-term impacts associated with the buildout of the site. Of particular significance was the evaluation of historic structures that were constructed on the former March Air Force Base and hazards associated with the previous on-site military uses.



*California Speedway Development Plan
Environmental Impact Report
San Bernardino County, California*

Applied Planning, Inc. prepared the EIR for this major motor sports raceway facility and a business park on a 550-acre site located in the southwest portion of San Bernardino County. The Project was recognized by the Inland Empire Chapter of the American Planning Association for “Outstanding Specific Project” of the year.

The site was previously occupied by a steel mill owned and operated by the Kaiser Steel Corporation. The mill, which began operation in 1942, was a major source of steel plate for ship building operations during World War II, and by the late 1970s was the largest fully integrated steel mill west of the Mississippi River, providing over 11,000 jobs to the community. Development of the site required extensive demolition of old structures and facilities and reclamation of hazardous waste by-products from steel mill operations.

The Project was intended to fill demand for a major motor sports racing facility that has grown since the closure of several raceways, including the Riverside Raceway, the Ontario Motor Speedway, and other smaller racing facilities in Southern California.

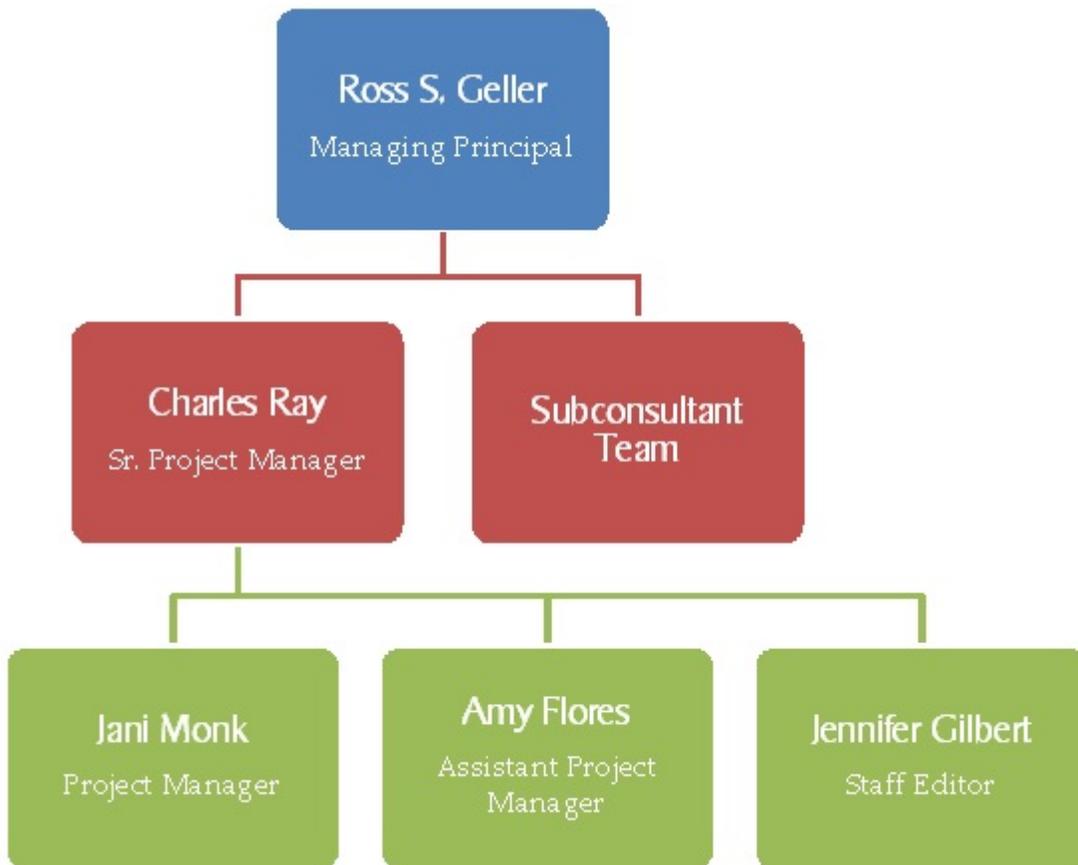
The California Speedway Development Plan Project included the following components:

- A motor racing facility with a two-mile tri-oval track, and associated buildings and facilities for hosting three to six Indy and stock car sanctioned races per year between April and September, beginning in September of 1996. Ultimate spectator attendance is planned at 105,000 people per event.
- Parking for the grandstand area, infield parking, employee parking, and the business park area totals 34,646 parking spaces.
- A Metrolink station proposed for the northeastern portion of the main parking area, along an existing Santa Fe Rail line.

Section Six | Organization and Staffing

Section Six | Organization and Staffing

This section provides resumes for Applied Planning key personnel. Organization of our firm is as follows.



Mr. Ross S. Geller, Principal

Education: California State Polytechnic University, Pomona
Bachelor of Science, Urban and Regional Planning

California State University, Fullerton
Graduate Studies in Public Administration

Experience: Ross Geller has over 30 years of professional experience and an in-depth background in a wide range of planning and environmental issues. His project management experience has provided him with the insight to develop innovative and practical solutions to a full range of planning and environmental concerns.

Prior to establishing Applied Planning, Inc., Mr. Geller was a Principal and Partner of a major California environmental planning firm. In addition to his administrative duties, he has managed the preparation of environmental documents and specific plans for some of the highest profile projects in the State. Over his career, Mr. Geller has managed projects ranging from major transportation facility projects, large scale industrial developments, to fiber optics projects. Other projects included the preparation of an EIR for the City of Santa Barbara Desalination Plant and Long Term Water Supply Program.

Mr. Geller also managed the preparation of an EIR for the California Speedway Project. That project investigated the impacts of redeveloping the previous Kaiser Steel Mill site into a major Southern California racing facility. The EIR document was prepared on an expedited schedule. This project was recognized by the American Planning Association for "Outstanding Specific Project" of the year.

Mr. Geller recently completed the management and preparation of a Specific Plan Amendment and accompanying environmental document for the Piemonte project in the City of Ontario. Piemonte is an urban village that included over 1.3 million square feet of entertainment, restaurant, retail and

office uses on an 88 acre site. Piemonte also included over 800 residential units. His responsibilities included coordinating the various design and engineering disciplines and preparing and processing the documents through the entitlement process.

Mr. Charles D. Ray, Senior Project Manager

Education: Bachelor of Environmental Design, University of Colorado, 1976.

Experience: Charles (Charly) Ray joined Applied Planning, Inc. in 1999. Mr. Ray's education, complemented by 25 years of practical experience in application of environmental policies and land use/planning laws, provide the skills necessary to develop innovative and practical solutions to a wide range of planning and environmental issues.

Primary responsibilities with Applied Planning, Inc. include preparation of necessary California Environmental Quality Act (CEQA) documentation and project management for a diverse range of commercial, residential, and municipal projects requiring assessment and presentation of complex environmental issues. Representative work includes:

Glendora Commercial Center Specific Plan EIR: Commercial Specific Plan Project EIR for a 474,000 square foot commercial/retail center on approximately 50 acres of land. City of Glendora, Los Angeles County, CA.

Diamond Ridge Commercial Center Specific Plan EIR: Commercial Specific Plan Project EIR for a 400,000 square foot commercial/retail center on approximately 29 acres of land. City of Glendora, Los Angeles County, CA.

Rosemead Retail Center EIR: Commercial /Retail Project EIR for a 250,000 square foot retail/commercial center on approximately 24 acres; City of Rosemead, Los Angeles County, CA.

Piemonte at Ontario Center Project: Specific Plan Amendment and EIR Addendum for mixed use urban project (approximately 1.3 million square feet of commercial/retail, restaurant, office, entertainment, and hotel uses; 806 dwelling units) on approximately 80 acres; City of Ontario, San Bernardino County, CA.

The Preserve Specific Plan EIR: Mixed Use Specific Plan Project EIR for development of approximately 1,600 acres with 3,000 dwelling units, and up to 1.25 million square feet of commercial uses; Riverside County, CA.

“Big-T” EIR: Residential Tract EIR-Residential /Commercial Project EIR for demolition of existing “Big-T” Golf Course and redevelopment with 154 dwelling units and 28,000 square feet of commercial/retail uses on 26.5 acres. City of Buena Park, Orange County, CA.

Ms. Jani L. Monk, Project Manager

Education: University of California, Riverside, Communications Studies

Experience: Ms. Monk has more than fifteen years of experience in varied aspects of land use planning, environmental analysis and project development.

Ms. Monk joined Applied Planning, Inc. in 2000. As a Project Manager, she is actively involved in the planning, research and environmental analysis of several Applied Planning projects, including the preparation of CEQA documentation for a number of new retail and industrial projects located throughout the Inland Empire, the High Desert and the Antelope Valley.

Ms. Monk is also responsible for the management of Applied Planning's graphic production, and has successfully incorporated state-of-the-art digital imaging into a number of projects. Working with a variety of media, as well as multiple architects and designers, she created a concise yet comprehensive graphic representation of this diverse project to facilitate its fast-track review by the City of Ontario's Planning and Redevelopment departments. Also notable was the detailed mapping completed for the Vesta Telecommunications project, which involved the routing of fiber optic cable over approximately 70 miles, from Riverside to the community of Rainbow Canyon in San Diego County.

Prior to joining Applied Planning, Inc., she was employed as an Environmental Analyst by a major California environmental firm. Ms. Monk contributed research and analysis to a wide variety of environmental projects pursuant to CEQA and NEPA regulations, and managed the pre-development processing of a number of private sector commercial developments.

Ms. Monk has also worked for a major Inland Empire civil engineering firm, where she assisted clients with successfully obtaining site development approvals.

Ms. Amy M. Flores, Assistant Project Manager

Education: Chaffey College, Urban Design
Mount San Antonio College, Various Courses

Experience: Ms. Flores is an Assistant Project Manager with Applied Planning, Inc. Ms. Flores has more than 15 years of experience in varied aspects of land use planning, environmental analysis, and project development. She has managed and prepared a variety of planning and environmental studies for projects located throughout Southern California.

Ms. Flores has extensive experience and background in research and analysis. She has prepared studies that investigated the environmental feasibility of a wide range of rights-of-way projects, including the routing of product pipelines into major airports. She also participated in the preparation of an environmental document for a 70-mile fiber optic project that was prepared for the California Public Utilities Commission.

In her capacity as an Assistant Project Manager, Amy prepares technical sections of environmental impact reports and coordinates the scopes of work for our various technical sub-consultants. Ms. Flores also serves as the environmental coordinator for all of Applied Planning's school construction related environmental documents. She has personally prepared CEQA documents for over a dozen elementary, middle, and high schools within the Inland Empire. Additionally, she recently managed the preparation of several detailed Mitigated Negative Declarations for major retail centers located in the City of Los Angeles.

Ms. Flores has an extensive background in computer-generated graphics and is an expert in publishing and pre-production quality control.

Ms. Jennifer A. Gilbert, Staff Editor

Education: Chaffey College, Business Administration/Communications

Experience: Ms. Gilbert is the Staff Editor for Applied Planning, Inc. Ms. Gilbert has more than ten years of experience in a variety of business communication positions. Her past experience includes proofreading and correcting a wide range of printed copy. She has also managed and reviewed the preparation of technical manuals and materials. Ms. Gilbert managed numerous projects that relied on clear presentation, precise language, and were free of typographical errors.

Ms. Gilbert has extensive experience in the advertising and public relations field. She has spent over eight years with two southern California advertising agencies. In addition to her editorial skills, her previous work has provided her with extensive experience in research and analyses techniques.

In her capacity as a Staff Editor, Jennifer reviews all sections of Applied Planning's work products and reports prepared by our various technical sub-consultants. Ms. Gilbert also serves as the publishing coordinator for all of Applied Planning's projects, conducting pre- and post-flight editorial reviews.

Ms. Gilbert has an extensive background in computer-generated graphics and is an expert in publishing and production quality control.

Attachment B of Exhibit 3

CONSULTANT INSURANCE

A. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the City Manager or City Counsel, 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 work hereunder by Consultant, 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. Consultant shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001, ed. 10/03).

(2) Insurance Services Office form number CA 0001 (Ed. 06/92) 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 insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Professional liability insurance appropriate to the Consultant's profession and to the work to be performed under this Agreement. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. Any professional liability policy written on a claims made basis shall be specifically endorsed to show that prior acts occurring at any time after the inception date of the Agreement will be covered. 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 3 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 3-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage. A "tail" policy may be purchased as an alternative to satisfy this requirement.

2. Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 per occurrence, \$5,000 medical per occurrence, and \$2,000,000 per policy aggregate for bodily injury, personal

injury and property damage. As an alternative to the per policy aggregate, Consultant may have an aggregate limit of \$1,000,000 per project apply.

(2) Automobile Liability: \$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 and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident.

(4) Professional Liability: \$1,000,000 per claim and \$2,000,000 aggregate. As an alternative, Consultant may maintain in full force during the terms of this Agreement, professional liability insurance coverage not less than \$1,000,000 per claim and \$1,000,000 annual aggregate, provided Consultant and Consultant's insurance carrier both provide to City a written statement to the effect that there are no known claims, reserves or circumstances that might impair the annual aggregate amount of Consultant's professional liability policy.

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 or terminated 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, except in the event of non-payment of a premium, in which case no less than ten (1) days prior written notice by certified mail, return receipt requested, must be given to the City.

2. General Liability and Automobile Liability Coverage's.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insured's as respects: liability arising out of performance of any work under this Agreement; liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; or automobiles owned, leased, hired or borrowed by Consultant. 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) Consultant'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, Consultant's insurance.

(3) Consultant'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 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 and Employer's Liability Coverage.

(1) 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 Consultant.

(2) If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of the employees death, may be entitled to compensation from the City under the provisions of the Labor Code, for which compensation is claimed from the City, there will be retained out of the sums due to Consultant under this Agreement, an amount sufficient to cover such compensation as fixed by the Labor Code provisions, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance and endorsements shall be on standard Acor, Department of Insurance or Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, Consultant may provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by this Agreement. At any time at the written request of the City, Consultant agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section.

1. Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

2. Any deductibles or self-insured retentions exceeding five thousand dollars (\$5,000) 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 Consultant 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 Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. The requirements as to types, limits and the City's approval of insurance coverage's to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under this Agreement.

4. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage required by this Agreement, City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due under this Agreement.

5. The maintenance by Consultant and its contractors and subcontractors of the insurance coverage's and limits of insurance provided herein is a material element of this Agreement. The failure of Consultant or any of its contractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

ATTACHMENT B

Bundy Canyon Apartment Project RFP (PA 16-0006)

REQUEST FOR PROPOSALS

Environmental Impact Report

for the

**“Bundy Canyon Luxury Apartments”
Development Project (PA 16-0006)**



Proposal Due by Thursday, February 4, 2016 at 4:00 pm PST

Attention: Matthew C. Bassi, Planning Director
City of Wildomar Planning Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
(951) 677-7751, Ext. 213
mbassi@cityofwildomar.org

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I. Introduction

The City of Wildomar invites proposals from qualified firms to complete preparation and processing of an Environmental Impact Report (EIR) for the “**Bundy Canyon Luxury Apartments” Development Project (PA 16-0006)**. The EIR will be required to analyze the proposed project that consists of a proposed Change of Zone and Plot Plan. This EIR will be utilized to satisfy the requirements of the City of Wildomar.

The applicant is requesting to develop 140-unit luxury apartment project on 28.8 acres located on the south side of Bundy Canyon Road about 800 feet east of Oak Canyon Drive. The APN of for the project site is 367-250-008. The project includes the following development applications:

- **Change of Zone (CZ) No. 16-0006:** The proposed development project requires approval of a Change of Zone to change the current zoning designation of R-R (Rural Residential) to R-3 (General Residential) for the entire 28.8 acre project site. As the R-3 zone in “Conditionally Consistent” with the existing Medium Density Residential (MDR) land use designation, no General Plan Amendment is needed for the project.
- **Plot Plan (PP) No. 16-0006:** The proposed development project requires approval of a Plot Plan to develop the 28.8 acre site with a 140-unit luxury apartments site and related site development improvements (i.e., parking, landscaping, etc.).

Proposals must demonstrate relevant expertise and experience in the field of environmental analysis and have an understanding of city policy provisions. The City is seeking a consultant team under one (1) primary consultant.

II. Scope of Work

A. Introduction

The City has determined that there is substantial evidence that aspects of the project, either on its own or cumulatively, may cause a significant effect on the environment and therefore, the requirement to prepare an EIR. The EIR shall focus on those effect determined to be significant, identify the effect determined not to be significant, and explain the reasons for determining that potentially significant effects would not be significant.

Major tasks to be completed include:

1. Prepare a Notice of Preparation for the project in accordance with CEQA Guidelines.
2. Review the content of the applicant’s project description and peer review the applicant-sponsored technical documents.

- ~~3. Prepare technical studies including, but not limited to: air quality analysis, greenhouse gas emissions analysis, noise analysis, traffic analysis. This subsection not Applicable Per Matt Bassi~~
4. Identify and prepare any additional technical information, if needed, to prepare the environmental document.
5. Participate in meetings with city technical staff and agencies and the applicant, as appropriate, including a public scoping meeting to be conducted soon after the award of the contract.

B. Preparation of Environmental Documentation

The consultant will complete the EIR.

1. Content of the Draft EIR – The EIR shall be prepared pursuant to the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21000 et seq., CEQA Guidelines, Title 14, California Code of Regulations 15000 et seq.

The document shall include the required elements of an EIR; however, the consultant will be expected to ensure that each required topic is adequately documented including:

- a) Table of Contents
- b) Summary of impacts, mitigation measures and finding in table and text formats
- c) Project Description
- d) Environmental Setting
- e) Discussion of Environmental Impacts (direct and indirect, short and long term, singular and cumulative) formatted as follows:
 - i. Setting
 - ii. Impacts (include conclusive disposition of impact)
 - iii. Mitigation Measures
- f) Discussion of Significant Environmental Effects of the Proposed Project
 - i. Significant Environmental Effects Which Cannot Be Avoided
 - ii. Significant Irreversible Environmental Changes
 - iii. Growth Inducing Impacts
- g) Discussion of Mitigation Measures Proposed to Minimize Significant Impacts

- h) Discussion of Alternatives to the Proposed Project
- i) Effects Not Found to be Significant
- j) Intended Uses of Document
- k) Pertinent Laws, Ordinances and Regulations
- l) Organizations and Person contacted/Bibliography
- m) Discussion of cumulative Impacts
- n) Appendices.

The consultant shall demonstrate to the City that they possess expertise in administering CEQA and that they have a strong working knowledge of planning regulations and the application of the planning process at the local level. The EIR shall reflect a complete understanding of the local entitlement process. The EIR shall also include a thorough analysis of the regulatory environment, including identification of the Wildomar Municipal Code, wherein existing regulations mitigate impacts.

2. Administrative Screencheck DEIR – An Administrative Draft EIR (ADEIR) shall be submitted to the City. The ADEIR will be reviewed by the City Staff, City Attorney and the Applicant (these must be factored into the schedule and budget). The Consultant should plan on a minimum of two (2) rounds of administrative review and revisions. Post-ADEIR submission meetings and/or conference calls may be held to discuss the draft and any required modifications.
3. Draft EIR – The consultant shall prepare a Draft EIR (DEIR) that addresses comments provided by the City Staff, City Attorney and the Applicant during the draft administrative screencheck review processes. An electronic version of the DEIR (with all technical studies) is needed for posting on the City's website shall be provided, including all appendices. The consultant will be responsible for preparing and filing of the Notice of Completion along with the necessary copies of the DEIR to the State Clearinghouse, and be responsible for mailing out the DEIR (CD's) to the City's Local Distribution List. The City Staff will provide Notice of Availability to the Riverside County Clerk and press Enterprise, and all Public Hearing Notices. The City Staff will be responsible for posting the DEIR document on the City's website for public review.
4. DEIR Response to Comments / Findings of Fact / Mitigation Monitoring & Reporting Program/Preparation - The consultant shall prepare detailed Responses to Comments, Findings of Fact, and Mitigation Monitoring & Reporting Program package. The Consultant should plan on two (2) rounds of review and revisions which must be factored into the schedule and budget.

5. Preparation of a Final EIR – The consultant shall prepare the Administrative Final EIR (AFEIR) for review by the City Staff, City Attorney and the Applicant. The Consultant should anticipate two (2) rounds of Final EIR review which must be factored into the schedule and budget. This effort will be completed simultaneously with the Item #4 above. The FEIR is to be a self-contained, stand-alone document in which responses to comments are both attached as an appendix to, and reflected in, the text and diagrams of the EIR, where appropriate. Distribution of the FEIR to all DEIR commenters, at least 10 days prior to a scheduled public hearing with the Wildomar Planning Commission, is the responsibility of the Consultant which must be factored into the schedule and budget.
6. Progress Meetings – In addition to the meeting referenced previously, the consultant shall be available to attend two (2) additional project status meetings, if necessary.
7. Public Meetings/Hearings - Members of the consultant team will be required to attend at least two (2) public hearings with the Planning Commission and City Council. The consultant should also provide the cost for an additional two (2) meetings, should they be necessary.
8. Documents – For all hard copies of the documents (printed and bound) the following shall be provided:
 - Notice of Preparation (NOP) - One (1) hard copy for City Staff (file) and one (1) electronic copy (in MS Word & Pdf format).
 - Administrative Draft EIR Document – One (1) hard copy for City Staff (file) and one (1) electronic copy (in MS Word & Pdf format)
 - Draft EIR Document (public review version) – One (1) electronic copy (i.e., CD) for Agency Distribution to the State Clearinghouse and for the City's Local Distribution List.
 - Draft EIR Document (for the 45-day Public Review Period) -
 - Seven (7) hard/bound copies (with one CD of the DEIR & Technical Studies in the back sleeve). All hard copies are to be printed double-sided and in color.
 - 10 individual CD's containing the DEIR and Technical Appendices in MS Word and Pdf versions.
 - One (1) printed hard/comb-bound copy of each Technical Appendix.
 - Final EIR document:
 - One (1) printed hard/comb-bound copy of the FEIR (after it has been finalized).
 - One (1) CD containing an MS Word and PDF versions of the Final EIR.

C. Responsibilities of the Consultant and City:

- a) The Consultant will be responsible for preparing all notices related to the NOP process, DEIR process (i.e., Office of Planning and Research) for review by City staff. The City Staff will prepare the all notices required by the County Clerk and Press Enterprise.
- b) The Consultant will prepare for City Staff review and approval the notice for the required EIR scoping meeting.
- c) City Staff will be responsible for posting all documents in City Hall, and on the City's website, and sending all notices to Riverside County Clerk and the Press Enterprise.
- d) Consultant and City Staff will work together on the scheduling of all meetings.
- e) City Staff, including the City Attorney will be responsible for reviewing all documents related to the EIR.

D. Schedule

Consultant Selection and Project Schedule

- Proposal Due: Thursday, February 4, 2016 (4 pm)
- Consultant Interviews (if needed): Week of Feb. 15 ~ 18
- Award of Contract by Council: March 9, 2016
- Signed Contracts/Insurance Papers Due: March 24, 2016
- Tentative DEIR Start Date: March 31, 2016

E. Deadline for RFP Response

The response to this Request for Proposal is to be received by the Planning Department no later than **4:00 pm on Thursday, February 4, 2016.** Responses received after the specified time and date will not be considered. Respond to:

Attn: Matthew C. Bassi, Planning Director
City of Wildomar, Planning Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

On the envelope/package, please clearly label "**Bundy Canyon Luxury Apartments**" **Development Project EIR (PA 16-0006).**" Hand-carried proposals will be accepted before the RFP due date/time at the above address during normal business hours, Monday through Thursday (8 – 5 pm). Faxed or emailed proposals will not be accepted.

III. DEIR Proposal Content

Consultants shall submit three (3) copies (1 signed copy) to Matthew C. Bassi, Planning Director, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595, **no later than Thursday, February 4, 2016 by 4:00 pm.** Postmarks and facsimiles will not be accepted.

A. Introductory Letter

An introductory letter must be provided which identifies name, address, and telephone number of the principal person representing the prospective consultants. The person authorized to execute the contract shall sign this letter.

B. Description of Organization

A short description of the primary firm and services shall be provided, as well as any subcontractors, office locations, and a list of staff members who will work on the project.

C. Qualification and Project Team

The prospective consultant must demonstrate the experience, qualifications and resources necessary to perform the contract.

1. Overview the project team structure, including prime consultant staff and subconsultants.
2. Summarize the relevant qualifications and experience of the lead consulting firm in performing work of a similar nature and scope to the project.
3. Summarize the relevant qualifications and experience of all subconsulting firms in performing work of a similar nature and scope to their portion of the project.
4. Summarize the relevant qualifications and experience of, and provide resumes for, each team member. For each of the lead consultant staff, identify the percentage of time commitment for the project. The consultant selected for the project will be required by contract to commit these personnel through the life of the project, although the City will retain the right to request a staff change.
5. Clearly identify:
 - a. The project manager who will supervise the project on a day-to-day basis;
 - b. The person(s) who will attend and facilitate public meetings and make presentations; and
 - c. Key personnel for subconsultants and major tasks.

D. Work Approach and Methodology

Provide a brief statement/summary expressing the firm's general approach to and understanding of the methodology proposed for fulfilling project requirements.

E. Scope of Work

Provide your firm's responses to the scope of work. This section must be detailed enough for City selection staff to evaluate your methodology and ability to perform the work requested. The proposed work program and the project schedule is to be provided. Potential strategies for addressing issues in the EIR shall be provided.

F. Schedule

The perspective consultant shall submit a detailed (estimated) schedule. It should include all elements of the scope of work program and meeting milestones. Time frames should be stated in terms of the number of calendar days or weeks required to complete the specified tasks. The schedule should include a project start-up meeting to initiate the project. The schedule shall be as aggressive as reasonable and possible and assume an immediate start date. Provide at least three (3) weeks for review of administrative draft documents by City staff and include time for meetings with City staff to discuss changes to draft documents.

G. Cost Estimate

Proposals shall include the following:

1. A not-to-exceed (NTE) maximum amount for each of the major tasks, including the response to public comments received as a result of the environmental document's circulation.
2. A detailed itemization demonstrating how the estimate was determined, including all anticipated tasks, time requirements, hourly rates, and rates for direct costs items, such as photocopying, printing, and travel expenses.
3. Assumptions for numbers of copies of documents and numbers of meetings by type (e.g. public workshop, staff meeting). Provide time and material estimates for additional items (copies, meetings) that might be requested.
4. Indirect costs or overhead should only cover those expenses that cannot be credited to any single project and should be factored in as a fixed percentage of personnel costs.

The only exception to the "not to exceed" cost shall be the response to public comments received as a result of the environmental document's circulation. If the City receives excessive comments on the draft document, then the costs will be determined on a "negotiated basis" when the draft document and comments on the project become available. Excessive comments are

generally considered to be more than ten (10) commenting agencies/individuals and/or over 75 comments that require answers other than "comment noted."

The proposal must provide that prior to exceeding the approved budget, the consultant shall seek and obtain written approval from the City **before** such costs are incurred. Failure to get prior written approval may result in such costs being disallowed.

Attachments:

- One (1) CD of the Development Plans and Application Materials.

END

CITY OF WILDOMAR – COUNCIL
Agenda Item #
CONSENT
Meeting Date: March 9, 2016

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
PREPARED BY: Janet Morales, Senior Administrative Analyst
SUBJECT: FY 2014-15 Measure Z Oversight Advisory Committee Annual Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council receive and file the Measure Z Oversight Advisory Committee's FY 2014-15 Annual Report.

BACKGROUND/DISCUSSION:

In accordance with the reporting requirements of Measure Z, the committee prepared the Measure Z Annual Report for FY 2014-15. Committee members individually submitted their comments to staff and a public meeting was held on February 25, 2016 to discuss their comments and prepare the report.

FISCAL IMPACTS:

None at this time.

Submitted By:
Janet Morales
Administrative Analyst

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

FY 2014-15 Measure Z Oversight Advisory Committee Annual Report

Attachment A

Measure Z
Oversight Advisory Committee
FY 2014-15 Annual Report

FY 2014-15

City of Wildomar



MEASURE Z ANNUAL REPORT

City of Wildomar

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

Gary Nordquist
City Manager

Thomas D. Jex
City Attorney

Parks Sub-Committee

Bridgette Moore, Mayor Pro Tem
Marsha Swanson, Council Member

Measure Z Oversight and Advisory Committee

Scott Bradstreet, Chair
Jamie Johnson, Vice-Chair
Douglas Ames, Member
Kathleen A. Bundy, Member
Sheila Urlaub, Member

Community Services and Parks Operations Staff

Janet Morales, Analyst II
Rochelle Johnson, Accounting Specialist
Kirk Schrader, Manager of Operations
Daniel Torres, Groundsman II
Les Chapman, Public Works Supervisor
Keith Ross, Code Enforcement Specialist
Debbie Lee, City Clerk

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Introduction

The purpose of this report is to provide the City Council of the City of Wildomar with the amount of funds collected and expended, the status of the community parks and community park facilities, programs and services funded by the tax proceeds raised by Measure Z, including the costs of staff, utilities, materials, contract services and other items related to the repair and maintenance of community parks and community park facilities.

On November 6, 2012, Wildomar residents voted and approved a \$28 annual parcel tax (Measure Z) to assist in the funding of park operations and related park activities. By Statute, the passage of Measure Z triggered a number of tasks, one of which was establishing the Parks Funding Measure Citizen's Oversight Advisory Committee. During Fiscal Year 2014-15, the committee members were

Scott Bradstreet, Chair
Jamie Johnson, Vice-Chair
Douglas Ames, Member
Kathleen A. Bundy, Member
Sheila Urlaub, Member

Committee Meetings for FY 2014-15, were held:

- July 14, 2014
- September 11, 2014
- October 23, 2014
- January 29, 2015
- February 3, 2015

Description of Wildomar Parks

MARNA O'BRIEN PARK - located at 20505 Palomar Street, is the ideal recreation area with something for every member of the family to enjoy. For the sports lover, the park consists of three baseball fields with spectator and player benches, a full basketball court, and two large multi-use soccer fields along with state of the art sports field lighting. Younger children will enjoy running throughout the open play area and new tot-lot. Mama O'Brien Park rehabilitation also included picnic shelters, a granite walking trail with a fitness course station, a new (resurfaced) parking lot, tot lot and a contemporary restroom/concession stand.

REGENCY HERITAGE PARK- 20171 Autumn Oaks Place. New Neighborhood Park for the residents of Wildomar. The renovation of the existing play area will include an area for both 5-12 year old children as well as tots to take pleasure in. Two basketball courts, a granite walkway, picnic shelters and park benches also encompass this charming park. Attention dog lovers; Heritage Park is the place to be! Yes, it is true Heritage Park will include a dog park so you and your best friend can have a safe environment to run and play freely. The dog park includes a fenced walkway to leash and unleash your pet upon entering and exiting the main park site. The park is designed with a direct access so that its facilities can be shared with neighborhood school. This park will allow parents a safe place to walk and pick up their children from school.

WINDSONG PARK- located at 35459 Prairie Road. A peaceful neighborhood park tucked away in Wildomar along Prairie Road and Autumn Oaks Road. Windsong Park includes the rehabilitation of the existing concrete walkway around the perimeter of the park, new picnic tables with an improved picnic pavilion and a tot lot for the young children.

Measure Z's Oversight and Advisory Committee Member Comments

Consistent with the requirements of City of Wildomar Municipal Code 3.18.040 – Annual Report, the following are comments from the Committee (presiding at 6-30-2014) regarding “...(a) the amount of funds collected and expended, and (b) the status of the community park and community park facilities, programs and services funded by the tax proceeds raised pursuant to this chapter, including the costs of staff, utilities, materials, contract services and other items related to the repair and maintenance of community parks and community park facilities.

The following pages are comments from three of the five committee members:

CITY OF WILDOMAR
MEASURE Z OVERSIGHT ADVISORY COMMITTEE
ANNUAL PARKS ASSESSMENT

Committee Member: Scott Bradstreet

Date: 20 July 2015

STATUS OF COMMUNITY PARK AND COMMUNITY PARK FACILITIES:

The facilities for all three community parks have improved over the past year. However, only the condition of the landscape for Windsong Park has improved. The following is the status and recommended improvements by park.

Windsong Park

This park is in the best condition of any of the three parks since Wildomar incorporated. Overall, the park is clean and well-kept, free of trash, debris, and graffiti. All shade structures, play equipments, and site furnishings are clean and in good repair.

The turf is in fair condition, but has gopher holes and needs some weed eradication. Most of the trees in the park are pruned properly and in a healthy condition. However, the several trees need to be re-staked. Many of the new shrubs and ground covers have grown over the past year, but several have been lost. The areas where plants have died still need to be replanted. About a 90% of the planting area is moving toward plant establishment.

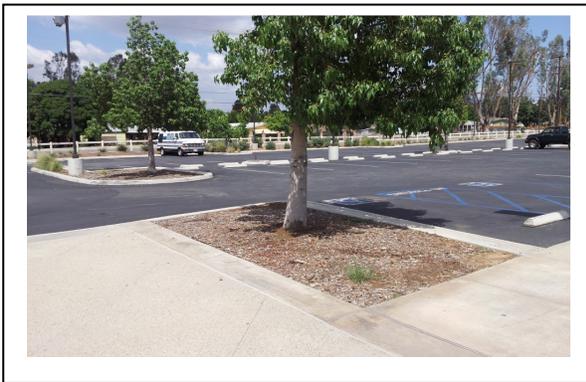


Marna O'Brien Park

The facilities at this park are in good condition. The parks is free of trash, debris, and graffiti. All shade structures, play equipments, and site furnishings are clean and in good repair. The only facility item needing attention is paint for fascia on the snackbar/restroom building.

The turf requires significant weed eradication and repair in heavy wear areas. The ballfields have gopher holes and minor drainage issues. The infield arc for the ballfields requires edging and there are weeds in the infield brickdust and dugouts. Most of the trees in the park are pruned properly and in a healthy condition. Several require re-staking. This park still needs additional planting due to the loss of shrubs and groundcover. Some have survived, but in all, more plant material has been lost since last year without replacement. The Cape Myrtles along the street are not doing well. Many shrubs have not survived in perimeter planters, parking lot islands, and the street frontage swale. There should be a replanting program as I had mentioned last year. About 85% of the planting area is either established of

moving toward plant establishment. It is possible for this park to be brought into Average condition with reasonable effort.



Heritage Regency Park

Overall, this park is in very poor condition because of the lack of landscape care. The condition is a disappointment and embarrassment to our city. The facilities for this park are acceptable, but there is some trash and debris present, especially in the drainage swale. All shade structures, play equipments, and site furnishings are clean and in good repair.

There are still large areas with no turf. New trees in the park need to be re-staked. There are several areas where the plants have not established and still have not been replaced or installed. The vacant planting areas and missing turf are now fields of weeds. The southern half of the drainage swale has mud and weeds in it. Less than 50% of the planting area is moving toward plant establishment. It would require significant time and effort to bring this park into Average condition.





STATUS OF PROGRAMS AND SERVICES:

Programs and services have continued expansion, increasing the quality of life for Wildomar residents.

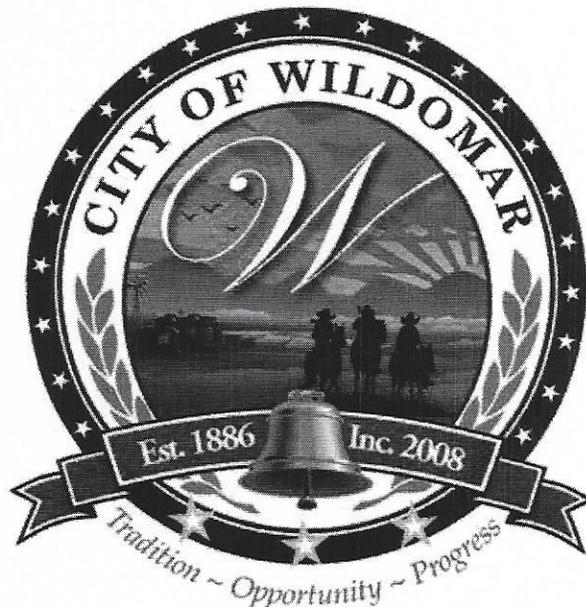
COMMENTS/CONCERNS:

Based on my review of the parks, it appears the Measure Z Funds are not providing the level of care expected. Of the three community parks, only Windsong Park is in at least Average condition. Marna O'Brien Park is in Below Average condition and Heritage Regency Park is in Very Poor Condition. It has now been two years since the City began maintaining the parks. At least an Average condition for each park is expected by now.

City of Wildomar
Measure Z Oversight Advisory Committee

Wildomar Parks
Annual Assessment Guide

June 2015



Scott Bradstreet, Chairman
Douglas Ames, Committee Member
Kathleen Bundy, Committee Member
Jamie Johnson, Committee Member
Sheila Urlaub, Committee Member



Marna O'Brien Park
20505 Palomar Street
Wildomar, CA. 92595

1.0 LANDSCAPE DETAIL

The landscape detail consists of areas that are covered by turf, trees, shrubs, and bark. This detail also includes the baseball diamonds and dugouts. The majority of these locations are maintained by the parks landscape contractor.

1.1 Turf Maintenance

155,000sqft. of "Field" turf used by baseball, football, and soccer leagues.
 36,000sqft. of "Park" turf used alongside the Gazebos and Tot lots.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the turf at this park location.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The turf is evenly mowed and trimmed along the edges.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The turf is being adequately watered.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The amount of weeds is held to a minimum.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.2 Shrub Gardens

The shrub gardens are located on the perimeter of the park and also around parking lot.
 Totaling 26,346sqft.

	Poor	Below Average	Average	Excellent
1. The shrubs are green and appear healthy.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The shrubs are well hedged and properly shaped.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The gardens are adequately watered.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The garden is properly groomed with no trash and minimal leaves.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.3 Trees

Original: Bottle Trees – around parking lot
 Camphor Tree – next to the water tower and east side of building
 GDOS: Chitalpas – perimeter of park turf
 Lagerstroemia – along Palomar
 Platanus – large trees in shrub gardens and around gazebos

	Poor	Below Average	Average	Excellent
1. The trees appear healthy.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. Tree aprons are trimmed at an adequate height.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The trees allow visibility throughout the park.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. All tree limbs are attached and do not present a safety hazard.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

1.4 Bark Areas

This area consists of all locations that are covered with bark, but not including the Tot Lot. Totaling 35,209sqft.

	Poor	Below Average	Average	Excellent
1. The bark areas are clear of weed and debris.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The bark is at a reasonable level according to curbs.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The bark is properly groomed with minimal dirt exposed.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The bark area does not show any signs of excess watering.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.5 Baseball Diamonds / Dugouts / Bleachers

There are 3-Baseball Diamonds; each with 2-Dugout and surrounding spectator Bleachers.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the baseball fields	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The diamonds and dugouts are clear of all weeds and debris.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The diamonds are adequately level and free of trip hazards.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The bleachers are clean and clear of graffiti.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

1.6 Additional Comments

Please use this area for any additional comments or concerns:

SEVERAL BARE TURF SPOTS MAINLY NEAR BALL FIELDS
BARE BARK AREAS THROUGHOUT PARK
DEAD OR MISSING TREES. ONE TREE WITH HEAVY SNOW DAMAGE
FENCING AT BALL FIELDS DAMAGED & STRETCHED, MAINLY NEAR
HOME PLATE AREAS-

2.0 STRUCTURAL DETAIL

The structural detail is based on the main building that is located in the center of the park. The building contains two restrooms, a snack bar, and picnic benches. Also included in this detail are the 3-Gazebos, Tot Lot and Water Tower.

2.1 Building Appearance

This pertains to the overall appearance of the building such as paint, doors, benches, stainless roll-up doors, rain gutters, and vents.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the main building	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The paint on the building is in good conditions.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. There is no visible graffiti or vandalism.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. There are no signs corrosion due to the lack of maintenance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.2 Building Components

This section pertains to the working components of the building such as rain gutters, doors and handles, stainless roll-up doors, lighting fixtures and electrical outlets.

	Poor	Below Average	Average	Excellent
1. The rain gutter are in working condition	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The doors are working properly	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The light fixtures and electrical outlets are working properly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. There are no visible missing parts to the building.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.3 Restrooms

Men's: 2-stalls and 1- urinal with 2-sinks

Women's: 3-stalls with 2-sinks

	Poor	Below Average	Average	Excellent
1. The restrooms are clean, sanitary and graffiti free.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The sinks, toilets, and urinal are in proper working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The soap and toilet paper are adequately stocked.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The stalls close and lock properly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.4 Snack Bar Area

This area contains 2-roll up doors with counters and 4-Picnic Tables with Benches.

	Poor	Below Average	Average	Excellent
1. The roll-up doors are visibly appealing and in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The counters are clean, well painted, and graffiti free.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The tables and benches are clean and safe for use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. There are no food stains or odors in the general area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.5 Gazebos

There are 3-Gazebos at this location; each with 2-Picnic Tables w/ Benches, BBQ's and Trash Can. The Gazebo closest to the Tot Lot does not contain a BBQ due to the location of a storm drain.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the Gazebos.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The paint is in good and presentable condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The area is in proper working condition and safe for general use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The Gazebos are clean of all debris and graffiti free.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.6 Tot Lot

The Tot Lot is labeled for the age group of 2-5 years old. Totaling 4,300sqft.

	Poor	Below Average	Average	Excellent
1. The Tot Lot is safe and in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The area is clean and clear of all debris or graffiti.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The bark is clean and clearly maintained.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The area is appealing and safe for the designated age group.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.7 Water Tower

The Water Tower is located in the center of the parking lot in front of the main structure.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the Water Tower.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The area is clean and free of vandalism or graffiti.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The general area is safe and free of hazards.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.8 Additional Comments

Please use this area for any additional comments or concerns:

WATER TOWER - PAINT ON WOOD FRAME REQUIRES TOUCH UP
STAINS / DIRT ON WALLS IN CENTER COMMON AREA NEAR SWING BAY

MET WITH DANIEL WHO UNLOCKED ALL DOORS
SEVERAL OUTSIDE LIGHTS NOT WORKING ON MAIN BUILDING

3.0 PARK ASSETS

This category consists of park assets that require maintenance or servicing. The majority of these items are serviced by the janitorial contractor.

3.1 Basketball Courts

This park contains 2-courts with 4-hoops on a Plexipave surface.

	Poor	Below Average	Average	Excellent
1. The Basketball Courts are in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The area is safe and free of hazards.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The Plexipave surface is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The general area is appealing and welcoming for use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.2 Exercise Equipment

This park location has 2-exercise devices located around the Park Turf area.

	Poor	Below Average	Average	Excellent
1. The equipment are safe and free of hazards.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The area is well maintained and properly groomed.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The equipment is clear of graffiti or debris.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.3 Parking Lot

The parking lot has two entrances from Palomar and may hold up to 149 vehicles.

	Poor	Below Average	Average	Excellent
1. The Parking Lot is clear of debris and graffiti.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The area is safe and properly painted for use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The handicap and fire sections are clearly marked.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. There are no trip hazards, sink holes, or unpaved areas.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.4 Light Poles

The 71 light poles vary from 14 -20 feet tall and require a plastic base cover. The poles are located throughout the park.

	Poor	Below Average	Average	Excellent
1. The poles are visibly safe and in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The poles are equipped with the proper base covers.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. There is no present graffiti or vandalism.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.5 Picnic Tables and Benches

The Picnic Table locations are: 12-Gazebos, 4-Snack Bar, and 2-Park Turf.

The Bench locations are: 4-Basketball Court, and 4-around the Tot Lot.

	Poor	Below Average	Average	Excellent
1. The Picnic Tables and Benches are clean and safe for use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The Picnic Tables and Benches are securely fastened down.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The general area is clear of debris and graffiti.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.6 Drinking Fountains

The Haws drinking fountains are located as following:

2-Snack Bar and 2-Basketball Courts.

	Poor	Below Average	Average	Excellent
1. The Drinking Fountains are operating properly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The area is clean and sanitary.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The fountains are safe and accessible for ADA and children use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. There is no stains or odors in general area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.7 Trash Cans

The Trash Cans are located as following:

3-Gazebos, 1-Tot Lot, 1-Snack Bar, 1-Basketball Court and 5-Field Turf walkway.

	Poor	Below Average	Average	Excellent
1. The trash cans are clean and the odor held to a minimum.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. There is no signs of insects or pest in general area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The park is adequately equipped with trash cans.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

3.8 Dog Bag Dispenser

There are 2 – Dispensers in this park which are located on the east and west entry of the Field Turf walkway.

	Poor	Below Average	Average	Excellent
1. The location of Dog Bag Dispensers encourage use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The dispensers are properly supplied with bags.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The park has an adequate amount of dispensers.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The dispensers are visibly appealing and in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.9 Additional Comments

Please use this area for any additional comments or concerns:

DOG BAGS WELL STOCKED

ALL TRASH CANS FRESHLY SERVICED DURING ALL MY VISITS

ONE LIGHT POLE IN SW CORNER OF PARK IS MISSING ITS PLASTIC BASE COVER BUT A TEMP COVER IS INSTALLED

MINOR TRASH IN PARKING LOT



Windsong Park
35459 Prairie Road
Wildomar, CA. 92595

1.0 LANDSCAPE DETAIL

The landscape detail consists of areas that are covered by turf, trees, shrubs, and bark. This detail also includes the creek behind the chain link fence on the west side of the park. These areas are maintained by the parks landscape contractor.

1.1 Turf Maintenance

There is 34,341sqft. of turf at this park location that is irrigated with recycled water from EVMWD.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the turf at this park location.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The turf is evenly mowed and trimmed along the edges.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The turf is being adequately watered.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The amount of weeds is held to a minimum.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

1.2 Shrub Gardens

This park location contains 35,591sqft. of Shrub Gardens that are located around the perimeter. This includes the 10,500sqft. of ground cover.

	Poor	Below Average	Average	Excellent
1. The shrubs are green and appear healthy.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The shrubs are well hedged and properly shaped.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The gardens are adequately watered.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The garden is properly groomed with no trash and minimal leaves.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.3 Trees

- Original: Fremont Cotton Wood – largest trees in park
 Ornamental Pear – located at each entry
 Chinese Tallow – north of tot lot
 Bottle Tree – north side slope
 Eucalyptus – along south end of creek
 GDOS: Chitalpa – surrounding basketball court
 Coast Live Oak – south entry

	Poor	Below Average	Average	Excellent
1. The trees appear healthy.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. Tree aprons are trimmed at an adequate height..	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The trees allow visibility throughout the park.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. All tree limbs are attached and do not present a safety hazard.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

1.4 Bark Areas

This area consists of all locations that are covered with bark, but not including the Tot lot. Totaling 37,714sqft.

	Poor	Below Average	Average	Excellent
1. The bark areas are clear of weed and debris.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The bark is at a reasonable level according to curbs.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The bark is properly groomed with minimal dirt exposed.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The bark area does not show any signs of excess watering.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.5 Creek Garden

This area is not accessible to the general public. It is sectioned off by 450 linear feet of fencing.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the creek garden	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The shrubs are properly trimmed	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The trees are trimmed and allow clear visibility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The creek is clear of all trash and debris.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

1.6 Additional Comments

Please use this area for any additional comments or concerns:

MINDR WEEDS PRESENT

BROWN PATCHES ON TURF

BARK IS THIN OR MISSING IN SEVERAL AREAS

CREEK GARDEN NEEDS A GOOD WALK THROUGH & CLEANING TO REMOVE TRASH & DEBRIS

2.0 STRUCTURAL DETAIL

This detail is based on the main structures that are found at this location which consists of the Tot Lot and 3-Gazebos.

2.1 Gazebos

There are 3-Gazebos at this location; each with 2-Picnic Tables, BBQ's and Trash Can. The Gazebo closest to the creek has 2-BBQ grills but does not contain any Picnic Tables due to the increased of vandalism.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the Gazebos.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The paint is in good and presentable condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The area is in proper working condition and safe for general use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The Gazebos are clean of all debris and graffiti free.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.2 Tot Lots

The Tot Lot is labeled for the age group of 2-5 years old. Totaling 3228sqft.

	Poor	Below Average	Average	Excellent
1. The Tot Lots are in safe and working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The area is clean and clear of all debris or graffiti.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The bark is clean and clearly maintained.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The area is appealing and safe for the designated age group.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.3 Additional Comments

Please use this area for any additional comments or concerns:

ONE GAZEBO HAS NO TABLES

TOT LOT IN GREAT SHAPE & WAS BEING USED DURING EACH OF MY VISITS

3.0 PARK ASSETS

This category consists of park assets that require maintenance or servicing. The majority of these items are serviced by the janitorial contractor.

3.1 Basketball Court

This park contains 1-court with 2-hoops on a Plexipave surface.

	Poor	Below Average	Average	Excellent
1. The Basketball Courts are in working condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The area is safe and free of hazards.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The Plexipave surface is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The general area is appealing and welcoming for use.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

3.2 Light Poles

The 3-light poles at this location are 14ft tall and require a plastic base cover. The poles are found on the west side fence line.

	Poor	Below Average	Average	Excellent
1. The poles are visibly safe and in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The poles are equipped with the proper base covers.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. There is no present graffiti or vandalism.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.3 Picnic Tables and Benches

The Picnic Table locations are: 4-Gazebos.
 The Bench locations are: 1-North Entry, 3-South of Tot Lot

	Poor	Below Average	Average	Excellent
1. The Picnic Tables and Benches are clean and safe for use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The Picnic Tables and Benches are securely fastened down.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The general area is clear of debris and graffiti.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

3.4 Trash Cans

There is 1- Trash Can located at each of the Gazebos.

	Poor	Below Average	Average	Excellent
1. The trash cans are clean and the odor held to a minimum.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. There is no signs of insects or pest in general area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The park is adequately equipped with trash cans.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.5 Fencing

This park location is enclosed by chain link fencing. This detail consists of 450 linear feet that section off the west side creek, the 41 linear feet at the south entry, and the 26 linear feet at the north entry.

	Poor	Below Average	Average	Excellent
1. The fencing and posts are functioning properly	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The paint and coating are in good, presentable condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. There are no breaks or missing components.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The fence does not take away from the parks appearance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.6 Rocks

Surrounding the east side of this park location are 38 rocks that act as décor.

	Poor	Below Average	Average	Excellent
1. The rocks are evenly placed throughout the perimeter.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. There is no visible growth on the rocks due to over watering.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The rocks are graffiti free	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The rocks are fixed and do not presenting a hazard.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.7 Additional Comments

Please use this area for any additional comments or concerns:

ONE BASKETBALL NET IS TORN
 PICNIC TABLES HAVE SCRATCHED IN GRAFFITI
 TRASH CANS HAD FRESH LINERS EACH VISIT
 PORTA POTTI CLEAN & RECENTLY SERVICED



**Heritage Regency Park
 20171 Autumn Oak Place
 Wildomar, CA. 92595**

1.0 LANDSCAPE DETAIL

The landscape detail consists of areas that are covered by groundcover, trees, shrubs and swale that runs along the entire park. These areas are maintained by the parks landscape contractor.

1.1 Groundcover Maintenance

This pertains to the 30,248sqft of weeds that act as groundcover. The reasoning behind the weed growth is to prevent dirt from washing into the swale during rain or rain runoff.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of this park location.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The weeds are evenly mowed and trimmed along the edges.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The weeds are watered to a minimum to promote growth.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The amount of exposed dirt is held to a minimum.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

1.2 Shrub Gardens

The shrubs area consists of 45,880sqft of hillside that is located around the north side wall and south side of the Dog Park.

	Poor	Below Average	Average	Excellent
1. The shrubs are green and appear healthy.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The shrubs are well hedged and properly shaped.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The gardens are adequately watered.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The garden is properly groomed with no trash and minimal leaves.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.3 Trees

Original: Afghan Pine – along north side wall and south gazebo

California Sycamore – along north side wall

GDOS: Coast Live Oak – along north side wall

California Sycamore – along north and south perimeters

	Poor	Below Average	Average	Excellent
1. The trees appear healthy.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. Tree aprons are trimmed at an adequate height.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The trees allow visibility throughout the park.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. All tree limbs are attached and do not present a safety hazard.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.4 Swale

This area pertains to the drain that runs along the 756 linear feet of park.

	Poor	Below Average	Average	Excellent
1. The Swale is clear of all debris.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. There is a minimal amount of dirt or sand in the swale.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The Swale is not over run by weeds or other vegetation.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The cobble stones are visible and fixed along the Swale.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.5 Additional Comments

Please use this area for any additional comments or concerns:

MANY DIRT PATCHES WITH NO GROUND COVER
SUMMER IS HOME TO MANY WEEDS & EXCESSIVE DIRT

ONE TREE AT ENTRANCE NEAR SCHOOL & DOG PARK
HAS A LOW HANGING BRANCH

2.0 STRUCTURAL DETAIL

This detail is based on the main structures that are found at this location which consists of the Tot Lot, 2-Gazebos and 1- Shade Structure.

2.1 Gazebos

There are 2-Gazebos at this location; each with 3-Picnic Tables, BBQ's and Trash Can.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the Gazebos.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The paint is in good and presentable condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The area is in proper working condition and safe for general use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The Gazebos are clean of all debris and graffiti free.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.2 Shade Structure

The shade structure is located in the center of the park with 3-Picnic Tables.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the Shade Structure.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The paint is in good and presentable condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The area is in proper working condition and safe for general use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The structure is clean of all debris and graffiti free.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.3 Tot Lot

The Tot Lot is labeled for the age group of 5 -12 years old. Totaling 5,442sqft.

	Poor	Below Average	Average	Excellent
1. The Tot Lots are in safe and working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The area is clean and clear of all debris or graffiti.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The bark is clean and clearly maintained.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The area is appealing and safe for the designated age group.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.4 Dog Park

This area pertains to the 12,177sqft. that is split into two separate sections:
 Large Dogs and Small Dogs.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the Dog Park.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The Dog Park is free of all trash and debris.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The DG is well groomed with weeds held to a minimum.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The equipment is in good and safe condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.5 Additional Comments

Please use this area for any additional comments or concerns:

MINOR TRASH & WEEDS IN DOG PARK
DOG PARK SHOULD BE SURFACED DRUG

HAPPY TO SEE GATE LATCHES REPAIRED

3.0 PARK ASSETS

This category consists of park assets that require maintenance or servicing. The majority of these items are serviced by the janitorial contractor.

3.1 Basketball Court

This park contains 2-half courts with 2-hoops on a concrete surface.

	Poor	Below Average	Average	Excellent
1. The Basketball Courts are in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The area is safe and free of hazards.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The surface is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The general area is appealing and welcoming for use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.2 Picnic Tables and Benches

The Picnic Table locations are: 3-Gazebos, 3-Shade Structure

The Bench locations are: 4-Tot Lot, 2-East Walkway 2-Large Dog Park, 2-Small Dog Park

	Poor	Below Average	Average	Excellent
1. The Picnic Tables and Benches are clean and safe for use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The Picnic Tables and Benches are securely fastened down.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The general area is clear of debris and graffiti.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.3 Trash Cans

The Trash Cans are located as following:
2-Gazebos and 1-Shade Structure, 1-Large Dog Park

	Poor	Below Average	Average	Excellent
1. The trash cans are clean and the odor held to a minimum.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. There is no signs of insects or pest in general area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The park is adequately equipped with trash cans.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.4 Dog Bag Dispenser

The Dispensers are located as following:
1- Autumn Oak entrance, 1-Large Dog Park.

	Poor	Below Average	Average	Excellent
1. The location of Dog Bag Dispensers encourage use.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The dispensers are properly supplied with bags.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The park has an adequate amount of dispensers.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The dispensers are visibly appealing and in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.5 Fencing

The majority of this park location is enclosed by chain link fencing. The Dog Park is also enclosed and separated by black vinyl coated fencing.

	Poor	Below Average	Average	Excellent
1. The fencing and posts are functioning properly	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The paint and coating are in good, presentable condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. There are no breaks or missing components.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The fence does not take away from the parks appearance.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

3.6 Additional Comments

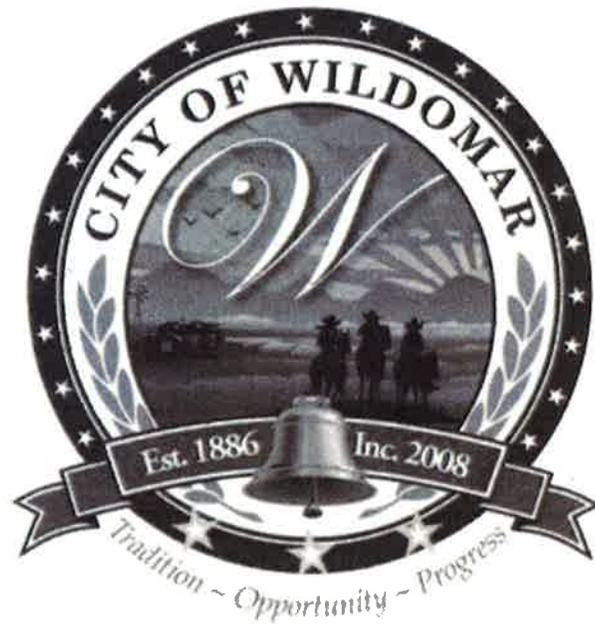
Please use this area for any additional comments or concerns:

GAZEBO #2 HAS POLE WITH NOTHING ATTACHED
 GATE AT ENTRANCE NEAR SCHOOL & DOG PARK SHOWS
 DAMAGE ? REPAIR FROM CLIMBING OVER
 FENCE POLE NEAR DOG PARK (BUT NOT DP FENCE) HAS A BENT POLE
 HOLE IN FENCING NEAR MAIN ENTRANCE
 FENCE JUST OUTSIDE OF DP DAMAGED ? DOWN
 "LARGE DOG" SIGN MISSING
 SMALL DOG AREA SHOULD HAVE ITS OWN DOG BAG
 DISPENSER

City of Wildomar
Measure Z Oversight Advisory Committee

Wildomar Parks
Annual Assessment Guide

June 2015



RECEIVED

AUG 11 2015

CITY OF WILDOMAR
CITY CLERK'S OFFICE

Scott Bradstreet, Chairman
Douglas Ames, Committee Member

From


Kathy Bundy



**Marna O'Brien Park
 20505 Palomar Street
 Wildomar, CA. 92595**

1.0 LANDSCAPE DETAIL

The landscape detail consists of areas that are covered by turf, trees, shrubs, and bark. This detail also includes the baseball diamonds and dugouts. The majority of these locations are maintained by the parks landscape contractor.

1.1 Turf Maintenance

155,000sqft. of "Field" turf used by baseball, football, and soccer leagues.
 36,000sqft. of "Park" turf used alongside the Gazebos and Tot lots.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the turf at this park location.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The turf is evenly mowed and trimmed along the edges.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The turf is being adequately watered.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The amount of weeds is held to a minimum.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.2 Shrub Gardens

The shrub gardens are located on the perimeter of the park and also around parking lot.
 Totaling 26,346sqft.

	Poor	Below Average	Average	Excellent
1. The shrubs are green and appear healthy.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The shrubs are well hedged and properly shaped.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The gardens are adequately watered.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The garden is properly groomed with no trash and minimal leaves.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

1.3 Trees

Original: Bottle Trees – around parking lot
 Camphor Tree – next to the water tower and east side of building
 GDOS: Chitalpas – perimeter of park turf
 Lagerstroemia – along Palomar
 Platanus – large trees in shrub gardens and around gazebos

	Poor	Below Average	Average	Excellent
1. The trees appear healthy.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. Tree aprons are trimmed at an adequate height.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The trees allow visibility throughout the park.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. All tree limbs are attached and do not present a safety hazard.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.4 Bark Areas

This area consists of all locations that are covered with bark, but not including the Tot Lot. Totaling 35,209sqft.

	Poor	Below Average	Average	Excellent
1. The bark areas are clear of weed and debris.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The bark is at a reasonable level according to curbs.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The bark is properly groomed with minimal dirt exposed.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The bark area does not show any signs of excess watering.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.5 Baseball Diamonds / Dugouts / Bleachers

There are 3-Baseball Diamonds; each with 2-Dugout and surrounding spectator Bleachers.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the baseball fields	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The diamonds and dugouts are clear of all weeds and debris.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The diamonds are adequately level and free of trip hazards.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The bleachers are clean and clear of graffiti.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

1.6 Additional Comments

Please use this area for any additional comments or concerns:

This park is used the most & maintained for events. It is maintained well.

2.0 STRUCTURAL DETAIL

The structural detail is based on the main building that is located in the center of the park. The building contains two restrooms, a snack bar, and picnic benches. Also included in this detail are the 3-Gazebos, Tot Lot and Water Tower.

2.1 Building Appearance

This pertains to the overall appearance of the building such as paint, doors, benches, stainless roll-up doors, rain gutters, and vents.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the main building	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The paint on the building is in good conditions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. There is no visible graffiti or vandalism.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. There are no signs corrosion due to the lack of maintenance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.2 Building Components

This section pertains to the working components of the building such as rain gutters, doors and handles, stainless roll-up doors, lighting fixtures and electrical outlets.

	Poor	Below Average	Average	Excellent
1. The rain gutter are in working condition	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The doors are working properly	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The light fixtures and electrical outlets are working properly.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. There are no visible missing parts to the building.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

2.3 Restrooms

Men's: 2-stalls and 1- urinal with 2-sinks

Women's: 3-stalls with 2-sinks

	Poor	Below Average	Average	Excellent
1. The restrooms are clean, sanitary and graffiti free.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The sinks, toilets, and urinal are in proper working condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The soap and toilet paper are adequately stocked.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The stalls close and lock properly.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

2.4 Snack Bar Area

This area contains 2-roll up doors with counters and 4-Picnic Tables with Benches.

	Poor	Below Average	Average	Excellent
1. The roll-up doors are visibly appealing and in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The counters are clean, well painted, and graffiti free.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The tables and benches are clean and safe for use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. There are no food stains or odors in the general area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.5 Gazebos

There are 3-Gazebos at this location; each with 2-Picnic Tables w/ Benches, BBQ's and Trash Can. The Gazebo closest to the Tot Lot does not contain a BBQ due to the location of a storm drain.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the Gazebos.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The paint is in good and presentable condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The area is in proper working condition and safe for general use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The Gazebos are clean of all debris and graffiti free.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.6 Tot Lot

The Tot Lot is labeled for the age group of 2-5 years old. Totaling 4,300sqft.

	Poor	Below Average	Average	Excellent
1. The Tot Lot is safe and in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The area is clean and clear of all debris or graffiti.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The bark is clean and clearly maintained.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The area is appealing and safe for the designated age group.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.7 Water Tower

The Water Tower is located in the center of the parking lot in front of the main structure.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the Water Tower.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The area is clean and free of vandalism or graffiti.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The general area is safe and free of hazards.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.8 Additional Comments

Please use this area for any additional comments or concerns:

3.0 PARK ASSETS

This category consists of park assets that require maintenance or servicing. The majority of these items are serviced by the janitorial contractor.

3.1 Basketball Courts

This park contains 2-courts with 4-hoops on a Plexipave surface.

	Poor	Below Average	Average	Excellent
1. The Basketball Courts are in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The area is safe and free of hazards.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The Plexipave surface is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The general area is appealing and welcoming for use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.2 Exercise Equipment

This park location has 2-exercise devices located around the Park Turf area.

	Poor	Below Average	Average	Excellent
1. The equipment are safe and free of hazards.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The area is well maintained and properly groomed.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The equipment is clear of graffiti or debris.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

3.3 Parking Lot

The parking lot has two entrances from Palomar and may hold up to 140 vehicles.

	Poor	Below Average	Average	Excellent
1. The Parking Lot is clear of debris and graffiti.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The area is safe and properly painted for use.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The handicap and fire sections are clearly marked.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. There are no trip hazards, sink holes, or unpaved areas.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

3.4 Light Poles

The 71 light poles vary from 14 -20 feet tall and require a plastic base cover. The poles are located throughout the park.

	Poor	Below Average	Average	Excellent
1. The poles are visibly safe and in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The poles are equipped with the proper base covers.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. There is no present graffiti or vandalism.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

3.5 Picnic Tables and Benches

The Picnic Table locations are: 12-Gazebos, 4-Snack Bar, and 2-Park Turf.
The Bench locations are: 4-Basketball Court, and 4-around the Tot Lot.

	Poor	Below Average	Average	Excellent
1. The Picnic Tables and Benches are clean and safe for use.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The Picnic Tables and Benches are securely fastened down.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The general area is clear of debris and graffiti.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

3.6 Drinking Fountains

The Haws drinking fountains are located as following:
2-Snack Bar and 2-Basketball Courts.

	Poor	Below Average	Average	Excellent
1. The Drinking Fountains are operating properly.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The area is clean and sanitary.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The fountains are safe and accessible for ADA and children use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. There is no stains or odors in general area.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

3.7 Trash Cans

The Trash Cans are located as following:
3-Gazebos, 1-Tot Lot, 1-Snack Bar, 1-Basketball Court and 5-Field Turf walkway.

	Poor	Below Average	Average	Excellent
1. The trash cans are clean and the odor held to a minimum.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. There is no signs of insects or pest in general area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The park is adequately equipped with trash cans.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>



**Windsong Park
 35459 Prairie Road
 Wildomar, CA. 92595**

1.0 LANDSCAPE DETAIL

The landscape detail consists of areas that are covered by turf, trees, shrubs, and bark. This detail also includes the creek behind the chain link fence on the west side of the park. These areas are maintained by the parks landscape contractor.

1.1 Turf Maintenance

There is 34,341sqft. of turf at this park location that is irrigated with recycled water from EVMWD.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the turf at this park location.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The turf is evenly mowed and trimmed along the edges.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The turf is being adequately watered.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The amount of weeds is held to a minimum.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.2 Shrub Gardens

This park location contains 35,591sqft. of Shrub Gardens that are located around the perimeter. This includes the 10,500sqft. of ground cover.

	Poor	Below Average	Average	Excellent
1. The shrubs are green and appear healthy.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The shrubs are well hedged and properly shaped.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The gardens are adequately watered.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The garden is properly groomed with no trash and minimal leaves.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.3 Trees

- Original:** Fremont Cotton Wood – largest trees in park
 Ornamental Pear – located at each entry
 Chinese Tallow – north of tot lot
 Bottle Tree – north side slope
 Eucalyptus – along south end of creek
GDOS: Chitalpa – surrounding basketball court
 Coast Live Oak – south entry

	Poor	Below Average	Average	Excellent
1. The trees appear healthy.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. Tree aprons are trimmed at an adequate height.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The trees allow visibility throughout the park.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. All tree limbs are attached and do not present a safety hazard.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.4 Bark Areas

This area consists of all locations that are covered with bark, but not including the Tot lot. Totaling 37,714sqft.

	Poor	Below Average	Average	Excellent
1. The bark areas are clear of weed and debris.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The bark is at a reasonable level according to curbs.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The bark is properly groomed with minimal dirt exposed.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The bark area does not show any signs of excess watering.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

1.5 Creek Garden

This area is not accessible to the general public. It is sectioned off by 450 linear feet of fencing.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the creek garden	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The shrubs are properly trimmed	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The trees are trimmed and allow clear visibility	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The creek is clear of all trash and debris.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

1.6 Additional Comments

Please use this area for any additional comments or concerns:

2.0 STRUCTURAL DETAIL

This detail is based on the main structures that are found at this location which consists of the Tot Lot and 3-Gazebos.

2.1 Gazebos

There are 3-Gazebos at this location; each with 2-Picnic Tables, BBQ's and Trash Can. The Gazebo closest to the creek has 2-BBQ grills but does not contain any Picnic Tables due to the increased of vandalism.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the Gazebos.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The paint is in good and presentable condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The area is in proper working condition and safe for general use.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The Gazebos are clean of all debris and graffiti free.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

2.2 Tot Lots

The Tot Lot is labeled for the age group of 2-5 years old. Totaling 3228sqft.

	Poor	Below Average	Average	Excellent
1. The Tot Lots are in safe and working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The area is clean and clear of all debris or graffiti.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The bark is clean and clearly maintained.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The area is appealing and safe for the designated age group.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.3 Additional Comments

Please use this area for any additional comments or concerns:

Basketball net needs replacement
 Needs another picnic table

3.0 PARK ASSETS

This category consists of park assets that require maintenance or servicing. The majority of these items are serviced by the janitorial contractor.

3.1 Basketball Court

This park contains 1-court with 2-hoops on a Plexipave surface.

	Poor	Below Average	Average	Excellent
1. The Basketball Courts are in working condition.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The area is safe and free of hazards.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The Plexipave surface is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The general area is appealing and welcoming for use.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

3.2 Light Poles

The 3-light poles at this location are 14ft tall and require a plastic base cover. The poles are found on the west side fence line.

	Poor	Below Average	Average	Excellent
1. The poles are visibly safe and in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The poles are equipped with the proper base covers.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. There is no present graffiti or vandalism.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

3.3 Picnic Tables and Benches

The Picnic Table locations are: 4-Gazebos.

The Bench locations are: 1-North Entry, 3-South of Tot Lot

	Poor	Below Average	Average	Excellent
1. The Picnic Tables and Benches are clean and safe for use.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The Picnic Tables and Benches are securely fastened down.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The general area is clear of debris and graffiti.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.4 Trash Cans

There is 1- Trash Can located at each of the Gazebos.

	Poor	Below Average	Average	Excellent
1. The trash cans are clean and the odor held to a minimum.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. There is no signs of insects or pest in general area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The park is adequately equipped with trash cans.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.5 Fencing

This park location is enclosed by chain link fencing. This detail consists of 450 linear feet that section off the west side creek, the 41 linear feet at the south entry, and the 26 linear feet at the north entry.

	Poor	Below Average	Average	Excellent
1. The fencing and posts are functioning properly	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The paint and coating are in good, presentable condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. There are no breaks or missing components.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The fence does not take away from the parks appearance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

3.6 Rocks

Surrounding the east side of this park location are 38 rocks that act as décor.

	Poor	Below Average	Average	Excellent
1. The rocks are evenly placed throughout the perimeter.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. There is no visible growth on the rocks due to over watering.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The rocks are graffiti free	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The rocks are fixed and do not presenting a hazard.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.7 Additional Comments

Please use this area for any additional comments or concerns:



**Heritage Regency Park
 20171 Autumn Oak Place
 Wildomar, CA. 92595**

1.0 LANDSCAPE DETAIL

The landscape detail consists of areas that are covered by groundcover, trees, shrubs and swale that runs along the entire park. These areas are maintained by the parks landscape contractor.

1.1 Groundcover Maintenance

This pertains to the 30,248sqft of weeds that act as groundcover. The reasoning behind the weed growth is to prevent dirt from washing into the swale during rain or rain runoff.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of this park location.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The weeds are evenly mowed and trimmed along the edges.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The weeds are watered to a minimum to promote growth.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The amount of exposed dirt is held to a minimum.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

1.2 Shrub Gardens

The shrubs area consists of 45,880sqft of hillside that is located around the north side wall and south side of the Dog Park.

	Poor	Below Average	Average	Excellent
1. The shrubs are green and appear healthy.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The shrubs are well hedged and properly shaped.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The gardens are adequately watered.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The garden is properly groomed with no trash and minimal leaves.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

1.3 Trees

Original: Afghan Pine – along north side wall and south gazebo

California Sycamore – along north side wall

GDOS: Coast Live Oak – along north side wall

California Sycamore – along north and south perimeters

	Poor	Below Average	Average	Excellent
1. The trees appear healthy.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Tree aprons are trimmed at an adequate height.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The trees allow visibility throughout the park.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. All tree limbs are attached and do not present a safety hazard.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

1.4 Swale

This area pertains to the drain that runs along the 756 linear feet of park.

	Poor	Below Average	Average	Excellent
1. The Swale is clear of all debris.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. There is a minimal amount of dirt or sand in the swale.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The Swale is not over run by weeds or other vegetation.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The cobble stones are visible and fixed along the Swale.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

1.5 Additional Comments

Please use this area for any additional comments or concerns:

The shrub in center of park
 near school gate needs to be
 Trimmed

2.0 STRUCTURAL DETAIL

This detail is based on the main structures that are found at this location which consists of the Tot Lot, 2-Gazebos and 1- Shade Structure.

2.1 Gazebos

There are 2-Gazebos at this location; each with 3-Picnic Tables, BBQ's and Trash Can.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the Gazebos.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The paint is in good and presentable condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The area is in proper working condition and safe for general use.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The Gazebos are clean of all debris and graffiti free.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

2.2 Shade Structure

The shade structure is located in the center of the park with 3-Picnic Tables.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the Shade Structure.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The paint is in good and presentable condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The area is in proper working condition and safe for general use.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The structure is clean of all debris and graffiti free.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

2.3 Tot Lot

The Tot Lot is labeled for the age group of 5 -12 years old. Totaling 5,442sqft.

	Poor	Below Average	Average	Excellent
1. The Tot Lots are in safe and working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The area is clean and clear of all debris or graffiti.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The bark is clean and clearly maintained.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The area is appealing and safe for the designated age group.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2.4 Dog Park

This area pertains to the 12,177sqft. that is split into two separate sections: Large Dogs and Small Dogs.

	Poor	Below Average	Average	Excellent
1. Please rate the overall appearance of the Dog Park.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The Dog Park is free of all trash and debris.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The DG is well groomed with weeds held to a minimum.	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The equipment is in good and safe condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

2.5 Additional Comments

Please use this area for any additional comments or concerns:

Dog Park has star stickers

The Trees need lower branches trimmed & shaped to grow nicely

3.0 PARK ASSETS

This category consists of park assets that require maintenance or servicing. The majority of these items are serviced by the janitorial contractor.

3.1 Basketball Court

This park contains 2-half courts with 2-hoops on a concrete surface.

	Poor	Below Average	Average	Excellent
1. The Basketball Courts are in working condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The area is safe and free of hazards.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. The surface is in good condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The general area is appealing and welcoming for use.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

3.2 Picnic Tables and Benches

The Picnic Table locations are: 3-Gazebos, 3-Shade Structure

The Bench locations are: 4-Tot Lot, 2-East Walkway 2-Large Dog Park, 2-Small Dog Park

	Poor	Below Average	Average	Excellent
1. The Picnic Tables and Benches are clean and safe for use.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The Picnic Tables and Benches are securely fastened down.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. The general area is clear of debris and graffiti.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

3.3 Trash Cans

The Trash Cans are located as following:

2-Gazebos and 1-Shade Structure, 1-Large Dog Park

	Poor	Below Average	Average	Excellent
1. The trash cans are clean and the odor held to a minimum.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The paint is in good condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. There is no signs of insects or pest in general area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The park is adequately equipped with trash cans.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.4 Dog Bag Dispenser

The Dispensers are located as following:

1- Autumn Oak entrance, 1-Large Dog Park.

	Poor	Below Average	Average	Excellent
1. The location of Dog Bag Dispensers encourage use.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. The dispensers are properly supplied with bags.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. The park has an adequate amount of dispensers.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. The dispensers are visibly appealing and in working condition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

3.5 Fencing

The majority of this park location is enclosed by chain link fencing. The Dog Park is also enclosed and separated by black vinyl coated fencing.

	Poor	Below Average	Average	Excellent
1. The fencing and posts are functioning properly	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. The paint and coating are in good, presentable condition.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. There are no breaks or missing components.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The fence does not take away from the parks appearance.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

3.6 Additional Comments

Please use this area for any additional comments or concerns:

The gates need to open towards the park.

Two places need fence fixed when entering from the gates left embankment other side - North West near dog park channel

Annual Financial Summary

Total appropriations for FY 2014-15 were \$314,300 and actual expenditures were \$311,220. Total revenues for FY 2014-15 were budgeted at \$329,700 as compared to the actual revenues of \$336,515. The fund balance at June 30, 2015 was budgeted at \$47,976 as compared to the actual fund balance of \$57,871 or 18% of expenditures.

The following pages are the Audited Financial Statement from Lance, Soll and Lunghard, the City's external Auditors.

**WILDOMAR MEASURE Z PARK FUND
CITY OF WILDOMAR, CALIFORNIA
FUND FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2015**

WILDOMAR MEASURE Z PARK FUND
CITY OF WILDOMAR, CALIFORNIA
FUND FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2015

Prepared By:
The City of Wildomar, California
Finance Department

WILDOMAR MEASURE Z PARK FUND
 FUND FINANCIAL STATEMENTS
 FOR THE FISCAL YEAR ENDED JUNE 30, 2015

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INDEPENDENT AUDITORS' REPORT

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

Report on Financial Statements

We have audited the accompanying financial statements of the governmental activities of the Measure Z Park Fund, a special revenue fund of the City of Wildomar, California, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Measure Z Park Fund'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 of the Measure Z Park Fund, 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.

Other Matters

Required Supplementary Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing 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. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

As discussed in Note 1, the financial statements present only the Measure Z Park Special Revenue Fund and are not intended to present fairly the financial position and results of operations of the City of Wildomar in conformity with accounting principles generally accepted in the United States of America.

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 City's internal control over financial reporting and compliance.

Brea, California
January 26, 2016

WILDOMAR MEASURE Z PARK FUND

**STATEMENT OF NET POSITION
JUNE 30, 2015**

	<u>Primary Government Governmental Activities</u>
Assets:	
Cash and investments	\$ 59,727
Receivables:	
Accounts	<u>10,521</u>
Total Assets	<u>70,248</u>
Liabilities:	
Accounts payable	<u>12,377</u>
Total Liabilities	<u>12,377</u>
Net Position:	
Restricted for:	
Community development projects	<u>57,871</u>
Total Net Position	<u>\$ 57,871</u>

WILDOMAR MEASURE Z PARK FUND

STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2015

	Expenses	Program Revenues		Net (Expenses) Revenues and Changes in Net Position
		Charges for Services	Operating Contributions and Grants	
Functions/Programs				
Primary Government:				
Governmental Activities:				
General government	\$ 2,544	\$ -	\$ -	\$ (2,544)
Community services	308,676	11,325	325,190	27,839
Total Governmental Activities	311,220	11,325	325,190	25,295
Total Primary Government	\$ 311,220	\$ 11,325	\$ 325,190	\$ 25,295
Change in Net Position				25,295
Net Position at Beginning of Year				32,576
Net Position at End of Year				\$ 57,871

WILDOMAR MEASURE Z PARK FUND

**BALANCE SHEET
JUNE 30, 2015**

Assets:	
Pooled cash and investments	\$ 59,727
Receivables:	
Accounts	<u>10,521</u>
Total Assets	<u>\$ 70,248</u>
Liabilities and Fund Balances:	
Liabilities:	
Accounts payable	<u>\$ 12,377</u>
Total Liabilities	<u>12,377</u>
Fund Balances:	
Restricted for:	
Community development projects	<u>57,871</u>
Total Fund Balances	<u>57,871</u>
Total Liabilities and Fund Balances	<u>\$ 70,248</u>

WILDOMAR MEASURE Z PARK FUND

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

Fund balances of governmental funds	<u>\$ 57,871</u>
Net Position of governmental activities	<u><u>\$ 57,871</u></u>

WILDOMAR MEASURE Z PARK FUND

**STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE
YEAR ENDED JUNE 30, 2015**

Revenues:	
Intergovernmental	\$ 325,190
Charges for services	<u>11,325</u>
Total Revenues	<u>336,515</u>
Expenditures:	
Current:	
General government	2,544
Community services	<u>308,676</u>
Total Expenditures	<u>311,220</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	25,295
Fund Balances, Beginning of Year	<u>32,576</u>
Fund Balances, End of Year	<u>\$ 57,871</u>

WILDOMAR MEASURE Z PARK FUND

**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	<u>\$ 25,295</u>
Change in net position of governmental activities	<u><u>\$ 25,295</u></u>

WILDOMAR MEASURE Z PARK FUND

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2015

Note 1: Summary of Significant Accounting Policies

a. Description of the Reporting Entity

The Wildomar Measure Z Park Fund was established on November 6, 2012, pursuant to voter-approved annual parcel assessment to assist in the funding of park operations and related activities. On February 13, 2013, the City Council approved Resolution 2013-05 establishing the Measure Z Oversight and Advisory Committee and appointing 5 residents as committee members.

The Measure Z Park Fund is included as a special revenue fund of the City of Wildomar (the City) and, accordingly, the accompanying fund financial statements are included as a special revenue fund of the basic financial statements prepared by the City. The accompanying financial statements are intended to reflect the financial position of operations for the Measure Z Park Fund only and do not purport to, and do not, present the financial position of the City of Wildomar, California. Separate financial statements are prepared for the City of Wildomar, and may be obtained from the City.

b. Government-Wide and Fund Financial Statements

The Measure Z Park Fund's financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the fund. 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.

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. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

WILDOMAR MEASURE Z PARK FUND

NOTES TO FINANCIAL STATEMENTS (CONTINUED) JUNE 30, 2015

Note 1: Summary of Significant Accounting Policies (Continued)

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.

d. Assets, 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.

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.

WILDOMAR MEASURE Z PARK FUND

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2015

Note 1: Summary of Significant Accounting Policies (Continued)

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:

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

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.

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. The Measure Z fund balance is recorded as restricted as of June 30, 2015.

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. There was no committed amount as of June 30, 2015.

WILDOMAR MEASURE Z PARK FUND

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)
JUNE 30, 2015**

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. There was no assigned amount as of June 30, 2015.

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.

Functional Classifications

Expenditures of the governmental funds are classified by function. Functional classifications are defined as General Government which includes legislative activities, City Clerk, City Attorney, City Manager as well as management or supportive services across more than one functional area.

Note 2: Cash and Investments

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

Governmental Activities	<u>\$ 59,727</u>
-------------------------	------------------

The Measure Z Park Fund is pooled with the City of Wildomar's cash and investments in order to generate optimum interest income. The information required by GASB Statement No. 40 related to authorized investments, credit risk, etc. is available in the comprehensive annual financial report of the City.

WILDOMAR MEASURE Z PARK FUND

**REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2015**

Budgetary Comparison Information

General Budget Policies

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.

Encumbrances

Encumbrances are estimations of costs related to unperformed contracts for goods and services. These commitments are recorded for budgetary control purposes in the fund. Encumbrances represent the estimated amount of the expenditure ultimately to result if unperformed contracts in process at year-end are completed. They do not constitute expenditures or estimated liabilities.

Budget Basis of Accounting

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

WILDOMAR MEASURE Z PARK FUND FINANCIAL STATEMENTS

**BUDGETARY COMPARISON SCHEDULE
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
Charges for services	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 services	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

Measure Z

Year End Fiscal Year 2014-15

Revenue and Expenditures

By

Function and Detail Account

revstat.rpt
 03/03/2016 3:59PM
 Periods: 0 through 14

Revenue Status Report
Measure Z Revenue Summary FY 2014-15
City of Wildomar
 7/1/2014 through 6/30/2015

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
255 Measure Z Park					
3320 Special Event Revenue	2,000.00	2,320.00	2,320.00	-320.00	116.00
3550 Special Assessment	320,200.00	325,189.76	325,189.76	-4,989.76	101.56
3553 MARNA O'BRIEN PARK-FACILITY RENT	1,500.00	5,293.50	5,293.50	-3,793.50	352.90
3554 HERITAGE PARK-FACILITY RENT	100.00	10.00	10.00	90.00	10.00
3555 WINSONG PARK-FACILITY RENT	100.00	45.00	45.00	55.00	45.00
3556 Breakfast With Santa	4,200.00	3,079.00	3,079.00	1,121.00	73.31
3850 Miscellaneous Income	600.00	578.25	578.25	21.75	96.38
3852 Donations	1,000.00	0.00	0.00	1,000.00	0.00
Total Measure Z Park	329,700.00	336,515.51	336,515.51	-6,815.51	102.07
Grand Total	329,700.00	336,515.51	336,515.51	-6,815.51	102.07

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 Periods: 0 through 14

Expenditure Status Report
 Measure Z FY 2014-15 Expenditure Summary
 City of Wildomar
 7/1/2014 through 6/30/2015

255 Measure Z Park

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
255-410 General Government						
255-410-4610 Community Services						
Total Community Services	71,900.00	74,487.57	74,487.57	0.00	-2,587.57	103.60
255-410-4611 O'Brien Park						
Total O'Brien Park	153,900.00	153,959.35	153,959.35	0.00	-59.35	100.04
255-410-4612 Heritage Park						
Total Heritage Park	35,500.00	35,918.68	35,918.68	0.00	-418.68	101.18
255-410-4613 Windsong Park						
Total Windsong Park	53,000.00	46,855.65	46,855.65	0.00	6,144.35	88.41
Total Measure Z Park	314,300.00	311,221.25	311,221.25	0.00	3,078.75	99.02
Grand Total	314,300.00	311,221.25	311,221.25	0.00	3,078.75	99.02

Expenditure Status Report
 Measure Z FY 2014-15 Year End Expenditure Report
 City of Wildomar
 7/1/2014 through 6/30/2015

255 Measure Z Park

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
255-410	General Government					
255-410-4610	Community Services					
255-410-4610-51001	Salaries	19,400.00	31,525.08	31,525.08	0.00	-12,125.08 162.50
255-410-4610-51100	Auto Allowance	500.00	491.15	491.15	0.00	8.85 98.23
255-410-4610-51105	Cell Phone Allowance	400.00	345.00	345.00	0.00	55.00 86.25
255-410-4610-51107	Internet Allowance	400.00	347.40	347.40	0.00	52.60 86.85
255-410-4610-51150	PERS Retirement	7,500.00	6,765.10	6,765.10	0.00	734.90 90.20
255-410-4610-51160	Medicare	500.00	482.98	482.98	0.00	17.02 96.60
255-410-4610-51164	SUI	200.00	126.37	126.37	0.00	73.63 63.19
255-410-4610-51200	Medical Ins.	5,200.00	4,494.12	4,494.12	0.00	705.88 86.43
255-410-4610-51201	Dental Ins.	700.00	583.64	583.64	0.00	116.36 83.38
255-410-4610-51202	Vision Ins.	200.00	112.57	112.57	0.00	87.43 56.29
255-410-4610-51208	Other Ins Premium	0.00	0.00	0.00	0.00	0.00 0.00
255-410-4610-52010	Office Supplies	100.00	0.00	0.00	0.00	100.00 0.00
255-410-4610-52012	Departmental Supplies	3,200.00	3,613.15	3,613.15	0.00	-413.15 112.91
255-410-4610-52016	Reproduction	100.00	22.68	22.68	0.00	77.32 22.68
255-410-4610-52020	Legal Notices	0.00	0.00	0.00	0.00	0.00 0.00
255-410-4610-52105	Meetings/Conferences	100.00	19.85	19.85	0.00	80.15 19.85
255-410-4610-52115	Contractual Services	16,000.00	6,785.93	6,785.93	0.00	9,214.07 42.41
255-410-4610-52116	Professional Services	12,600.00	13,543.75	13,543.75	0.00	-943.75 107.49
255-410-4610-52117	Legal Services	4,800.00	5,228.80	5,228.80	0.00	-428.80 108.93
Total Measure Z Park		71,900.00	74,487.57	74,487.57	0.00	-2,587.57 103.60
Grand Total		71,900.00	74,487.57	74,487.57	0.00	-2,587.57 103.60

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 Periods: 0 through 14

Expenditure Status Report
 Measure Z FY 2014-15 Year End Expenditure Report
 City of Wildomar
 7/1/2014 through 6/30/2015

255 Measure Z Park

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
255-410	General Government					
255-410-4611	O'Brien Park					
255-410-4611-51010	2,000.00	2,049.47	2,049.47	0.00	-49.47	102.47
255-410-4611-52010	500.00	334.89	334.89	0.00	165.11	66.98
255-410-4611-52012	21,600.00	24,181.72	24,181.72	0.00	-2,581.72	111.95
255-410-4611-52015	0.00	7.18	7.18	0.00	-7.18	0.00
255-410-4611-52016	500.00	1,068.08	1,068.08	0.00	-568.08	213.62
255-410-4611-52115	56,800.00	67,269.94	67,269.94	0.00	-10,469.94	118.43
255-410-4611-52116	11,000.00	750.00	750.00	0.00	10,250.00	6.82
255-410-4611-53020	200.00	0.00	0.00	0.00	200.00	0.00
255-410-4611-53024	1,200.00	40.53	40.53	0.00	1,159.47	3.38
255-410-4611-53025	23,700.00	25,438.25	25,438.25	0.00	-1,738.25	107.33
255-410-4611-53026	36,400.00	32,100.38	32,100.38	0.00	4,299.62	88.19
255-410-4611-53027	0.00	0.00	0.00	0.00	0.00	0.00
255-410-4611-53028	0.00	718.91	718.91	0.00	-718.91	0.00
Total Measure Z Park	153,900.00	153,959.35	153,959.35	0.00	-59.35	100.04
Grand Total	153,900.00	153,959.35	153,959.35	0.00	-59.35	100.04

Expenditure Status Report
 Measure Z FY 2014-15 Year End Expenditure Report
 City of Wildomar
 7/1/2014 through 6/30/2015

255 Measure Z Park

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
255-410 General Government						
255-410-4612 Heritage Park						
255-410-4612-51010 Overtime	1,700.00	2,107.18	2,107.18	0.00	-407.18	123.95
255-410-4612-52010 Office Supplies	100.00	0.00	0.00	0.00	100.00	0.00
255-410-4612-52012 Departmental Supplies	15,300.00	14,566.51	14,566.51	0.00	733.49	95.21
255-410-4612-52115 Contractual Services	12,500.00	14,960.59	14,960.59	0.00	-2,460.59	119.68
255-410-4612-52116 Professional Services	2,400.00	0.00	0.00	0.00	2,400.00	0.00
255-410-4612-53020 Telephone	0.00	0.00	0.00	0.00	0.00	0.00
255-410-4612-53024 Solid Waste	1,000.00	565.40	565.40	0.00	434.60	56.54
255-410-4612-53025 Electricity	500.00	435.34	435.34	0.00	64.66	87.07
255-410-4612-53026 Water	2,000.00	3,283.66	3,283.66	0.00	-1,283.66	164.18
255-410-4612-53027 Gas	0.00	0.00	0.00	0.00	0.00	0.00
255-410-4612-53028 Communications	0.00	0.00	0.00	0.00	0.00	0.00
Total Measure Z Park	35,500.00	35,918.68	35,918.68	0.00	-418.68	101.18
Grand Total	35,500.00	35,918.68	35,918.68	0.00	-418.68	101.18

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 Periods: 0 through 14

Expenditure Status Report
Measure Z FY 2014-15 Year End Expenditure Report
 City of Wildomar
 7/1/2014 through 6/30/2015

255 Measure Z Park

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
255-410	General Government					
255-410-4613	Windsong Park					
255-410-4613-51010	Overtime	1,000.00	967.05	967.05	0.00	32.95 96.71
255-410-4613-52010	Office Supplies	600.00	512.48	512.48	0.00	87.52 85.41
255-410-4613-52012	Departmental Supplies	23,400.00	20,327.28	20,327.28	0.00	3,072.72 86.87
255-410-4613-52115	Contractual Services	18,100.00	17,240.36	17,240.36	0.00	859.64 95.25
255-410-4613-52116	Professional Services	1,600.00	0.00	0.00	0.00	1,600.00 0.00
255-410-4613-53020	Telephone	0.00	0.00	0.00	0.00	0.00 0.00
255-410-4613-53024	Solid Waste	600.00	0.00	0.00	0.00	600.00 0.00
255-410-4613-53025	Electricity	500.00	510.37	510.37	0.00	-10.37 102.07
255-410-4613-53026	Water	6,700.00	6,579.20	6,579.20	0.00	120.80 98.20
255-410-4613-53028	Communications	500.00	718.91	718.91	0.00	-218.91 143.78
Total Measure Z Park		53,000.00	46,855.65	46,855.65	0.00	6,144.35 88.41
Grand Total		53,000.00	46,855.65	46,855.65	0.00	6,144.35 88.41

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.9
CONSENT CALENDAR
Meeting Date: March 9, 2016

TO: Mayor and City Council Members
FROM: Debbie A. Lee, CMC, City Clerk
SUBJECT: Measure Z Oversight Advisory Committee Appointments

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council appoint Scott Bradstreet to the Committee and direct the City Clerk to post the two vacant positions.

BACKGROUND:

In February, 2013, in accordance with the provisions contained in Measure Z, the City Council appointed the very first Measure Z Oversight Advisory Committee. The term of office is two years, which means every year; two or three members would need to be appointed to the committee. This year there are three seats to appoint which are currently held by Scott Bradstreet, Kathy Bundy and Jamie Johnson.

In January this year the City Council declared the vacancies and the City Clerk's Office posted the vacancies. As of the publishing of this agenda, the City Clerk's Office received one application from Scott Bradstreet. Should the City Council reappoint Mr. Bradstreet this still leaves two vacancies on the committee.

Staff will repost the positions again and send out email blasts.

FISCAL IMPACT:

Minimal cost for posting.

Submitted by:
Debbie A. Lee, CMC
City Clerk

Approved by:
Gary Nordquist
City Manager

Debbie Lee

From: skdabradstreet <skdabradstreet@yahoo.com>
Sent: Friday, March 04, 2016 4:15 PM
To: Debbie Lee
Subject: Measure Z Committee Appointment

Dear Ms. Lee,

If the City Council would approve, I would like to be appointed to the Wildomar Parks Measure Z Committee for another term from 2016 to 2018.

Thank you,
Scott Bradstreet

Volunteer Application
Wildomar Community Parks Funding Measure Citizen's Oversight
Advisory Committee

RECEIVED

City of Wildomar
23873 Clinton Keith Rd Ste. 201
Wildomar, CA 92595
951.677.7751 (phone)
951.698.1463 (fax)

FEB 05 2014

CITY OF WILDOMAR

VOLUNTEER APPLICANT INFORMATION						
Last Name:	<u>BRADSTREET</u>	First Name:	<u>SLOTT</u>	MI:	<u>A</u>	
Address:	[REDACTED]		City:	<u>WILDOMAR</u>	Zip Code:	<u>92595</u>
Home:	[REDACTED]		Cell Phone:	[REDACTED]		
Email Address:	[REDACTED]					

QUESTIONNAIRE
What type of Volunteer Experiences Have You Had? <ul style="list-style-type: none">• MEASURE 2 OVERSIGHT COMMITTEE 2013• RANCHO DAMACITAS BOARD OF DIRECTORS• TEAM LEAD FOR GREAT DAY OF SERVICE
Education, Credentials, Parks & Recreation and Accounting Experience: <ul style="list-style-type: none">• BACHELORS DEGREE IN LANDSCAPE ARCHITECTURE• LANDSCAPE ARCHITECT #3957, STATE OF CA• MBA . 5 YRS AS CITY PARK PLANNER
Public Communication Experience: <ul style="list-style-type: none">• CITY PARK PLANNER - FACILITATED PUBLIC WORKSHOPS• COMPETENT TOASTMASTER• PART TIME INSTRUCTOR - CAL POLY, POMONA
Project Leadership Skills/Experience: <ul style="list-style-type: none">• \$100 MILLION IN PARK DEVELOPMENT AS PARK PLANNER• \$500 MILLION IN DEVELOPMENT AS LANDSCAPE ARCHITECT FOR U.S. NAVY (4 YRS)
Computer Skills: <u>WORD, EXCEL, OUTLOOK, AUTOCAD 2014</u>
Other Relevant Skills/Information: <u>25 YRS LANDSCAPE DESIGN, PROTECT MGMT, PARK PLANNING, CAPITAL DEVELOPMENT, LANDSCAPE MAINTENANCE.</u>

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

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

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

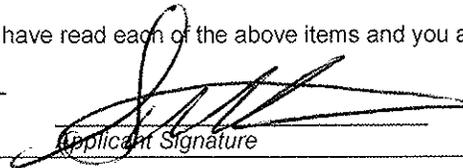
As a Volunteer, I understand that:

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

VOLUNTEER CONSENT

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

GLOTT BRADSTREET
Applicant Name (print)


Applicant Signature

2, 3, 14
Date



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

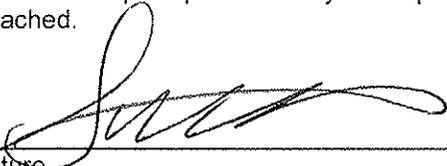
PRINT NAME: SCOTT BRADSTREET

PLEASE TYPE OR PRINT LEGIBLY

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

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

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


Signature

2-3-14
Date

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

(SEE ATTACHED)

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

For the 2013 year, I previously served the City of Wildomar on the Measure Z Oversight Committee for one term. As a landscape architect, I have worked in local government as staff for two agencies. For five years I served the City of Carlsbad as Park Planner. During the booming economy between 2001 and 2006, I managed 4 major community park development projects with a value of over \$50 million in capital funding. The responsibilities included hiring and managing design consultants and contractors, making presentations to the city council and city commissions, representing the city at public meetings, managing budgets, managing construction, and writing reports. Budgeting included planning for maintenance and operations and transferring responsibility and training parks maintenance staff. For the City of Aliso Viejo, I served as Landscape and Irrigation Manager. Responsibilities included managing private maintenance contractors, managing construction for small parks projects, managing the conversion of the city's irrigation meters to recycled water, and managing the conversion to and monitoring of the central irrigation control system.

Currently, I serve as Landscape Architect for the US Navy. Although, I am a federal employee, I work for over 20 Navy and Marine bases in the Southwest Region. Since I am only one of three landscape architects in the region, I manage the landscape portion of 1/3 of all projects in the region. Every military base I support is very similar to a local government, each with their own leadership. I am currently involved with 6 parks projects where I am the lead technical design support. This includes a central park, a 3-mile athletic trail, and a multi-use sports field for Marine Corps Base, Twentynine Palms. It also includes a park and fitness center with baseball fields, soccer field, and athletic pool for Naval Base Coronado.

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

In short, the role and responsibility of the oversight committee is to serve the Wildomar City Council. The City of Wildomar is a small city with limited resources. The city council has done an outstanding job of managing all the issues when they are in high demand and receive little appreciation and pay for their efforts.

The advisory committee will receive direction from the council on what issues to study and discuss with the public. The committee may make recommendations to the council for issues to study. The committee will hold meetings and receive public input which will be summarized and reported to the council. The committee members will have the expertise to study maintenance and development budgets so that reports can be presented to the council with analysis backed advice.

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

I want to continue to serve the City of Wildomar judiciously. In the first term I served on the Measure Z Oversight Committee, we gathered funding and renovated the parks. I would like to be on board when the parks are reopened and the public has an opportunity to appreciate them once again. I would also like to help continue to move these parks forward to a nice condition for the citizens. I hope to support the council in making good decisions that lead to successful use of public funds, successful maintenance of existing parks, and successful planning for future parks.

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

Previous experience serving on the Measure Z Oversight Committee would be the most valuable asset. The education and experience I bring to the committee are directly related to the responsibilities. With a BS in landscape architecture and an MBA, I have a very rare dual education of design and finance. At this point in my career, I have 10 years of public sector and 13 years of private parks and landscape project management experience.

More important, the qualities I would bring that would be an asset are: loyalty to the sitting council, servant-leadership, creativity, trustworthiness, perseverance, the ability to build consensus, and the ability to see the future's big picture. As a Conservative Christian, I strive to live by Biblical truths with Christ as my model.

Two more important qualities are that I am a public servant and community leader. As a US Defense Department employee, I currently serve all US taxpayers, including Wildomarians. As a community leader, I have served as a Cub-scout Cubmaster, a Little League Coach and Manager, a Sunday School Teacher, a Junior Achievement Volunteer, and a Senior Meals Driver. Currently, I serve on the Board of Directors for Rancho Damacitas, a group fostercare agency in Temecula.

5. *What is your experience with government accounting?*

As a design professional, I obtained a Masters of Business Administration language (MBA) so that I may speak the language of accounting and finance. That is why I was selected to be Park Planner for the City of Carlsbad, where I created and managed budgets and accounts for park development projects. In addition to large projects, I also wrote contracts and managed small projects including creating accounts, approval of invoices, and payment authorization.

For the federal government, the DFARS accounting process is highly detailed and has regulations to enforce full ethical conduct. I work for Naval Facilities Engineering Command Southwest (NAVFAC SW) with 3,200 employees. Although the purpose

of the command is to build and maintain facilities, the Acquisitions Department is 1/4 of the organization's staff and the Finance Department is 1/8 of the organization's staff. This experience with government accounting has forced me to act as one who is above reproach.

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

There are advantages to both line item budgeting and zero based budgeting when used in the correct context. What is commonly misunderstood is that capital improvement funds and maintenance and operations (M&O) funds are not the same. I believe some accountants and finance folks don't fully appreciate the difference because they have not managed development or operations. My experience with an city that emphasized zero based budgeting had little concept of the advantages of line item budgeting. Carlsbad, a city over 50 years old had operated on zero based budgeting, providing balanced M&O budgets and once-in-a-while development projects. However, between 2001 and 2006, the city exploded from 20,000 residents to 100,000; very similar to Temecula and Murrieta. Unfortunately, the Finance Director did not share the City Manager's Vision for parks, which caused much anxiety. When considering large capital improvement projects, it is important to use line item budgeting to be flexible with changing priorities and a changing economy.

6. *What is your experience with governmental and nonprofit audits?*

In my professional career job capacities, I have not experienced nonprofit audits. However, as a member of the Board of Directors for Rancho Damacitas, I am responsible for implementing and reviewing nonprofit audits. Rancho Damacitas is a non-profit fostercare agency that receives public funding from the County of Riverside and private donations. The Board directs staff in conducting annual audits and reviews and approves the audit reports. Our organization is known as the standard for fostercare in Riverside County both in the service we provide and how we do business.

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

My experience with vendor selection and contract review would be one of my best assets I could offer the City. My career in public service with the City of Carlsbad, the City of Aliso Viejo, and the US Department of Defense comprises 10 years of public sector acquisition and contract management. In written and managed contracts for landscape maintenance contractors, architects and engineers, commercial general contractors, landscape construction contractors, and commercial pool contractors. I have also been responsible for operating public events which required hiring event coordinators, equipment and party rentals, caterers, restrooms, and temporary staff. In addition, I have managed minor municipal projects hiring utility contractors, modular buildings, fencing, paving contractors, and site furnishing vendors.

8. *What is your experience in park maintenance?*

For the City of Aliso Viejo, I supervised private landscape contractors who maintained 15 community parks and over 200 acres of open space. This required weekly coordination meetings and monthly site walks to confirm work was meeting the standard the City required. Site reviews would identify needs for pruning, mowing, fertilization, pest control, plant replacement, clean-up, and graffiti removal. I was fortunate to also operate the City's central control irrigation system. This required close coordination with the landscape contractor for managing irrigation water schedules and making irrigation repairs. As landscape architect and park planner, I have 20 years of experience working with landscape maintenance staff in transferring projects from construction to maintenance. I regularly review completed landscape projects and train maintenance staff on how to maintain the newly installed landscape.

What is your standard level of service for maintenance?

I'm unsure of what this question means. However, I will answer to my best understanding. My standard level of service for maintenance is excellence. I expect the landscape contractors I have hired to perform an excellent job and will not accept less. Wildomar has limited park maintenance funds, but I am able to get contractors to perform efficiently and effectively with less. The Navy and Marine bases I currently serve have very limited resources. Landscape maintenance levels are being decreased and turf areas are being eliminated. My job is to assist in these changes by providing innovative solutions that provide efficient low maintenance landscapes that still have beauty. The use of native plants and rockscape have reduced maintenance and water costs. The Navy has a tiered maintenance system with levels from 1 to 4. Level 1 standard of service would be a manicured landscape one would find at a Headquarters of Child Development Center. Level 4 standard of service is no maintenance, which could be found at a Firing Range or Armory.

9. *What is your experience in Recreation Programs?*

As Park Planner for the City of Carlsbad, I worked for the Recreation Department. This was a great opportunity for someone with a landscape architecture background to interact with recreation staff and learn from their experiences. Recreation staff were always fun to work with. One of my responsibilities was to hold public workshops in existing parks and recreation facilities. The recreation staff worked with me and taught me event planning for the workshops. For the park projects in development, I would work directly with the recreation program staff in gathering the community's recreation needs. The staff would share with me the programs and I would implement the park design to meet those needs. I would make regular presentations to community groups like homeowner's associations, baseball little league, and the PTA to discuss the recreation program needs of the coming parks.

In addition to working for a city recreation department, I have personal experience working with recreation programs. My teenage sons were both active in youth sports where I coached and managed their teams. My younger son was a participant in the “Challengers” league for children with special needs. Throughout my adulthood, I have also been active in adult sports leagues, primarily softball.

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

The key issue facing City parks in the next 5 to 10 years is a funding challenge. This will have a major impact on Wildomar as a young city. I have experience that will help provide the City with ideas to be efficient in these lean times with both landscape maintenance and in preparation for possible future park development.

The key issues that face Wildomar Parks in the next 5 to 10 years are:

1. Community Services Commission: The Council will be appointing the commission this year with high expectations.
2. Creation of a Parks and Community Trails Master Plan: A park master plan should be studied to find the locations for potential new parks and community trails. A task force should be organized to find creative funding mechanisms, ideas, and volunteers to help develop future parks and trails. The first order of business is to create a plan for the Wildomar Community Park located near Ronald Reagan Elementary.
3. Proper Planning of Developer Parks: so the parks serve the needs of the community.
4. Utility Costs: The rising cost of water will increase maintenance costs for the existing parks. Water Conservation is a necessity.
5. Maintenance Planning: As the City grows, it will need to further assess how to provide parks and landscape maintenance. This may require creation of landscape maintenance districts. There will need further discussion on how to gain funding.
6. Population Growth: If the US Economy finally turns and Wildomar begins to see the growth that Temecula and Murrieta experienced, there will be a need to plan for a potential population of 100,000.
7. Recreation Needs: There needs to be public outreach and forecasting for both current and future recreation needs. The future of Wildomar Parks will be shaped by the forecast of recreation needs.
8. Development Fee Collection: A creative park development fee needs to be implemented that will welcome businesses, stimulate growth, and generate park development fees.
9. Recycled Water Distribution: Working with EVMWD the City should create a master plan for recycled water use at existing and future parks and major landscape areas.

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

1. Serve the City Council.
2. Objectively and fairly represent the citizens of Wildomar.
3. Be respectful, but willing to challenge the Council when needed. I believe that is what they want me to do.
4. Be transparent as possible to help instill trust and respect for public officials.
5. Provide wise advice to the City Council for the use of park maintenance funding.
6. Befriend those who are haters or naysayers and help them become believers.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.10
CONSENT CALENDAR
Meeting Date: March 9, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Ordinance No. 116 Second Reading – Horizons Mixed-Use Development Project (PA 14-0040)

STAFF REPORT

RECOMMENDATION

The Planning Commission recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 116

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)

DISCUSSION

The City Council approved the first reading of Ordinance No. 116 at the February 10, 2016 Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 116.

Submitted by:
Matthew Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENT

Ordinance No. 116

ORDINANCE NO. 116

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)

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA

The approval of this Change of Zone is in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on February 10, 2016, at a duly noticed public hearing, the City Council certified the Environmental Impact Report (EIR) and adopted a Mitigation Monitoring & Reporting Program for the Horizons Mixed-Use Development project (PA No. 14-0040) reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the project. The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595.

SECTION 2. Multiple Species Habitat Conservation Plan (MSHCP)

The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. Change of Zone Findings

In accordance with the State of California, Government Code Section 65855 and Chapter 17.280 of the Wildomar Zoning Ordinance, the City Council, upon recommendation of the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, finds and determines as follows:

- A. The proposed change of zone is in conformance with the adopted General Plan for the City of Wildomar.

Evidence: The applicant is proposing to amend the existing general plan land use designation from Business Park (BP) to Commercial Retail (CR) on the southerly 7.73± net acres of the project site, and from Business Park (BP) to High Density Residential (HDR) on the northerly 10.68± net acres of the site. With the approval of the proposed general plan amendment, the proposed Change of Zone from R-R to C-1/C-P for the southerly 7.73± net acres of the project site, and from R-R to R-3 for the northerly 10.68± net acres of the site is in conformance with the proposed Commercial Retail (CR) and High Density Residential (HDR) land use designations, respectively as each is intended for the proposed development of Horizons Mixed-Use Development project. The proposed townhouse project will have an density of 11.8 units/acre which falls within the HDR density range of 8 – 14 units/acre. The R-3 (General Residential) zone is intended to allow the development of multi-family attached townhouse dwellings subject to a plot plan approval, the Change of Zone to R-3 for the townhouse site is consistent with the General Plan land use designation of HDR. Further, the C-1/C-P zone is intended to allow the development of medical related uses subject to a CUP, the Senior Assisted Living Facility / Skilled Nursing Facility is consistent with the General Plan land use designation of CR.

Further, the Horizons Mixed-Use Development project, upon approval of the proposed GPA, is consistent with, and implements, the following goals and polices of the General Plan:

- LU 2.1 The proposed townhouse and Senior Assisted Living Facility/Skilled Nursing Facility project will accommodate a land use development that is in accordance with patterns and distribution of land uses that are depicted on the General Plan Land Use map proposed for the subject site.
- LU 4.1 The proposed townhouse and Senior Assisted Living Facility/Skilled Nursing Facility project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.
- LU 6.1 The proposed townhouse and Senior Assisted Living Facility/Skilled Nursing Facility project will be developed in accordance with the proposed General Plan land use designation that ensures compatibility and minimizes impacts.
- LU 22.1 The proposed townhouse and Senior Assisted Living Facility/Skilled Nursing Facility project will accommodate the development of multi-family residential units in an area that is appropriately designated by the General Plan.
- LU 22.4 The proposed townhouse and Senior Assisted Living Facility/Skilled Nursing Facility project will provide a specific housing type, style and

density that is accessible to and meets the needs of a range of lifestyles, physical abilities and income levels.

- LU 22.10 The proposed townhouse and Senior Assisted Living Facility/Skilled Nursing Facility project are designed to consider the surrounding areas to visually enhance, and not degrade, the appearance of adjacent residential structures.
- LU 23.1 The proposed land use amendment resulting in the Senior Assisted Living Facility/Skilled Nursing Facility is properly located and designated for commercial development in accordance with the General Plan.
- LU 23.8 The proposed land use amendment resulting in the Senior Assisted Living Facility/Skilled Nursing Facility is part of a mixed use development in a commercially designated area that will provide needed services and jobs for the Wildomar community in accordance with the General Plan.
- H-1.1 The proposed townhouse project will help ensure a sufficient supply of properly planned land to meet housing needs identified in the City's Regional Housing Needs Allocation (RHNA) required in the Housing Element.
- H-6.1 The proposed townhouse project will utilize energy conservation measures in that each enclosed garage space has an EV charging outlet for electric vehicles, and will be designed to meet Green Building code standards.

SECTION 4: Amendment to the Zoning Map

The City Council, based on the findings above, hereby approves a change to the City of Wildomar Zoning Map for Change of Zone No. 14-0040 from R-R (Rural Residential) to C-1/C-P (General Commercial) for the southerly 7.73± acres of the project site, and from R-R (Rural Residential) to R-3 (General Residential) for the northerly 10.68± acres of the site located at the northwest corner of Elizabeth Lane and Prielipp Road, otherwise known as APN: 380-250-023 and as illustrated in Exhibit 1 of this Ordinance.

SECTION 5. Effective Date of the Ordinance.

This Ordinance shall take effect and be in full force and operation 30 days after its second reading and adoption.

SECTION 6 Severability.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any

court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. City Clerk Action

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

PASSED, APPROVED AND ADOPTED this 9th day of March, 2016.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

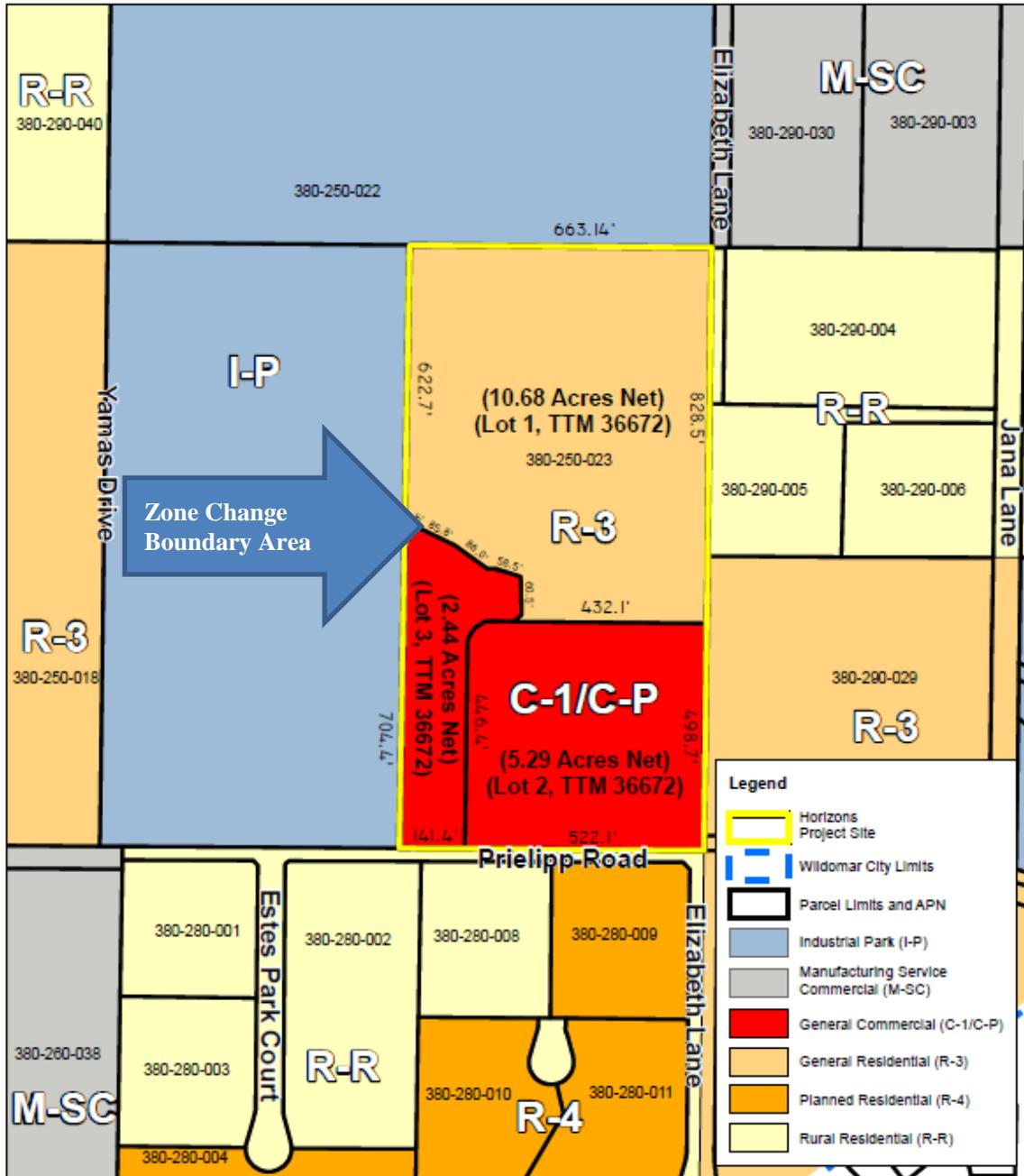
ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT 1

Horizons Zone Change Boundary Exhibit



CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.11
CONSENT CALENDAR
Meeting Date: March 9, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Ordinance No. 117 Second Reading – Grove Park Mixed-Use Development Project

STAFF REPORT

RECOMMENDATION

The Planning Commission recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 117

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)

DISCUSSION

The City Council approved the first reading of Ordinance No. 117 at the February 10, 2016 Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 117.

Submitted by:
Matthew Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENT

Ordinance No. 117

ORDINANCE NO. 117

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)

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA

The approval of this Change of Zone is in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on February 11, 2016, at a duly noticed public hearing, the City Council certified the Environmental Impact Report (EIR) and Mitigation Monitoring & Reporting Program for Change of Zone No. 14-0069 reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the project. The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595.

SECTION 2. Multiple Species Habitat Conservation Plan (MSHCP)

The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. Change of Zone Findings

In accordance with the State of California, Government Code 65856 and 65857 and Chapter 17.280 of the Wildomar Zoning Ordinance, the City Council, upon recommendation of the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, finds and determines as follows:

- A. The proposed change of zone is in conformance with the adopted General Plan for the City of Wildomar.

Evidence: The applicant is proposing to amend the general plan land use designation from Business Park (BP) to Commercial Retail (CR) on the northerly 10± acres of the project site that is proposed for commercial/office use. The Change of Zone from R-R to C-P-S for the Grove Park Mixed-Use Development

project, upon approval of the proposed GPA to CR, is consistent with, and implements, the following goals and polices of the General Plan:

- LU 2.1 The proposed commercial retail portion of the project will accommodate a land use development that is in accordance with patterns and distribution of land uses that are depicted on the General Plan Land Use map proposed for the subject site.
- LU 4.1 The proposed commercial retail portion of the project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.
- LU 6.1 The proposed commercial retail portion of the project will be developed in accordance with the proposed General Plan land use designation that ensures compatibility and minimizes impacts.
- LU 23.1 The proposed land use amendment resulting in the commercial retail portion of the project is properly located and designated for commercial development in accordance with the General Plan.
- LU23.6 The proposed commercial portion of the project will have proper mitigation measures to protect the neighboring residential areas from Noise, light, fumes , odors, vehicular traffic , parking and operational hazards.
- LU23.7 The proposed commercial portion of the project will be served by water and sewer along Clinton Keith Road to meet the projects demands.
- LU 23.8 The proposed land use amendment will provide needed services and jobs for the Wildomar community in accordance with the General Plan.

SECTION 4: Amendment to the Zoning Map

The City Council, based on the findings above, hereby approves a change to the City of Wildomar Zoning Map on the northerly 10± acres of APN 380-250-003 located at the southwest corner of Clinton Keith Road Lane and Yamas Drive, as illustrated herein in Exhibit 1 attached to this Ordinance.

SECTION 5. Effective Date of the Ordinance.

This Ordinance shall take effect and be in full force and operation 30 days after its second reading and adoption.

SECTION 6 Severability.

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

SECTION 7. City Clerk Action

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

PASSED, APPROVED AND ADOPTED this 9th day of March, 2016.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

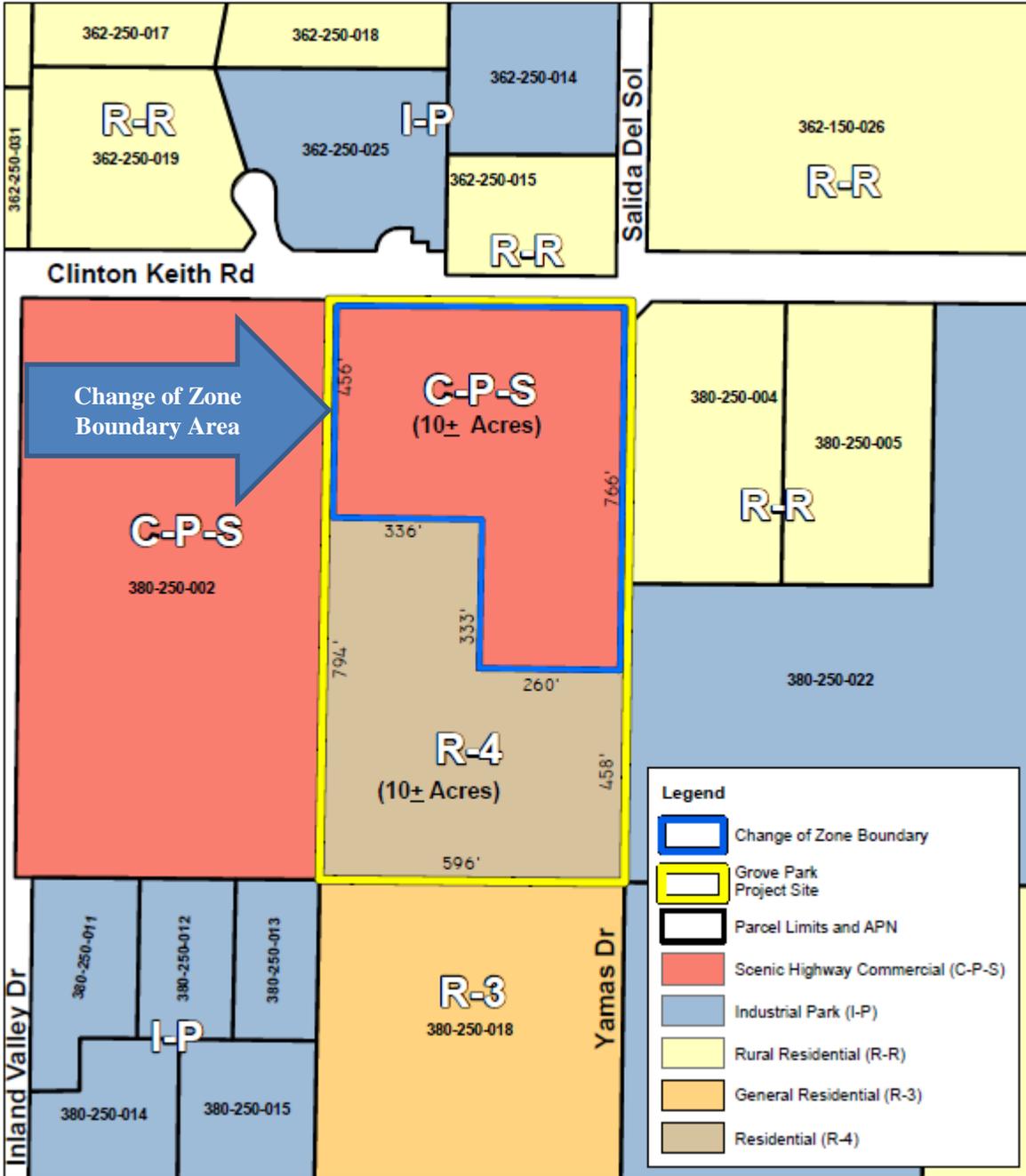
ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT 1_[A1]

Grove Park Zone Change Boundary Exhibit



CITY OF WILDOMAR - CITY COUNCIL

Agenda Item #2.1

PUBLIC HEARING

Meeting Date: March 9, 2016

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: Proposed Voting By-District Boundary Maps; An Ordinance Changing The City's Electoral System From At-Large To By-District Elections With Respect To Electing City Council Members; Establishing District Boundaries; and Scheduling Elections Within The Districts

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Hold the third public hearing on proposed electoral district boundary maps for the new by-district electoral system as required under Elections Code section 10010;
2. Receive public comments and approve an electoral district map for use in the City's General Municipal Election in 2016 and thereafter until the district boundaries are adjusted as required by law; and
3. Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WILDOMAR AMENDING CHAPTER 1.12 OF THE WILDOMAR MUNICIPAL CODE BY REPEALING SECTION 1.12.020 AND ADDING NEW SECTIONS 1.12.020, 1.12.030, AND 1.12.040 CHANGING THE CITY'S ELECTORAL SYSTEM FROM AT-LARGE TO BY-DISTRICT ELECTIONS WITH RESPECT TO ELECTING CITY COUNCIL MEMBERS, ESTABLISHING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE 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 that meeting a tentative schedule of activities was approved as well as the adoption of a resolution including criteria for the establishment of a district election system for the City. The first

of three planned Public Hearings was held at the regularly scheduled City Council Meeting on February 10, 2016. During the meeting, three draft election district maps were presented and publicly discussed. Following the public testimony and discussion, the City Council directed staff to prepare revisions of the draft district boundaries. These additional draft maps would be designed to reflect comments and recommended changes to the original three draft maps.

The second Public Hearing was held at a special City Council Meeting on February 24, 2016. During the meeting, the original three draft election district maps as well two new configurations for electoral district boundaries responsive to council direction were presented and publicly discussed. Following the public testimony and discussion, the City Council discussed the draft district boundary maps and expressed a preference for Draft Map A with some modifications which was called Draft Map A+. The City Council gave direction to bring back Draft Map A+ for adoption by ordinance.

The purpose of holding this third public hearing is to receive public comment on any draft maps including any draft map the public has submitted and to discuss the new draft plan reflected in Draft Map A+ that has been prepared and professionally reproduced by the City's consultant, National Demographics Corporation (NDC) in accordance with City Council direction at the February 24, 2016 Public Hearing. Additionally, this is the third of three public hearings in this process to establish electoral district boundaries that is required by law. If the City Council directs revisions to be made to any draft map, an additional public hearing will be required.

If the City Council does not direct further revisions to any draft map, at this meeting the City Council may finally select and approve a boundary map as the electoral district map for the City of Wildomar, and, pursuant to California Government Code section 35886, introduce and approve first reading of the attached Ordinance.

ANALYSIS:

The third public hearing conducted at the March 9, 2016 meeting of the City Council satisfies the requirements of Elections Code 10010.

The attached Ordinance accomplishes three things: 1) changes the city's electoral system from at-large to by-district elections with respect to electing city council members pursuant to California Government Code section 35886; 2) establishes and describes the district boundaries; and, 3) schedules elections within the districts pursuant to California Government Code section 34878. These three actions are necessary to complete the change of the City's electoral system from at-large to by-district elections, commencing in 2016. Therefore, it is recommended that the City Council adopt the attached Ordinance.

The City Council may also provide direction to staff on possible revisions to the draft maps for the proposed boundaries of five voting districts. If staff is directed to make changes to the proposed boundaries it will be necessary to schedule an additional public hearing.

FISCAL IMPACT:

Estimated cost to establish the districts for voting by-district elections is \$70,000.

Submitted by:
Gary Nordquist
City Manager

ATTACHMENTS:

- 1) Ordinance
- 2) Documents regarding draft map A+ prepared by National Demographics Corporation

INCORPORATED BY REFERENCE:

Plans and demographic profiles for five draft maps all available on City web site and included in agenda packet materials for February 10 and 24, 2016 public hearings.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 1.12 OF THE WILDOMAR MUNICIPAL CODE BY REPEALING SECTION 1.12.020 AND ADDING NEW SECTIONS 1.12.020, 1.12.030, AND 1.12.040 CHANGING THE CITY'S ELECTORAL SYSTEM FROM AT-LARGE TO BY-DISTRICT ELECTIONS WITH RESPECT TO ELECTING CITY COUNCIL MEMBERS, ESTABLISHING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS

WHEREAS, the City of Wildomar supports the full participation of all residents in electing Members of the City Council; and

WHEREAS, the City of Wildomar currently elects its five City Council Members using an at-large election system; and

WHEREAS, in the at-large election system, candidates may reside in any part of the City and each City Council Member is elected by the voters of the entire City; and

WHEREAS, in a by-district election system, a candidate for City Council must reside in the district which he or she wishes to represent, and only the voters of that district are entitled to vote to decide who their representative will be; and

WHEREAS, under the provisions of California Government Code sections 34870-34884, a proposal to adopt a by-district method of election in a general law city must be submitted to the voters of the City along with the proposed boundaries of the districts; and

WHEREAS, California Government Code section 34886, effective January 1, 2016, permits the City Council of a city with a population of fewer than 100,000 people, to change the city's method of election by ordinance, with certain formalities, to a "by-district" system in which each City Council member is elected only by the voters in the district in which the candidate resides; and

WHEREAS, on or about December 21, 2015, the City received a letter asserting 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, the letter received on December 21 did not contain any evidence of a violation, but the cost of defending against a claim under the California Voting Rights Act is extremely high, even if the City is successful, and at this time such an expensive defense would severely burden the City's budget and curtail the City's ability to provide needed services to its residents; and

WHEREAS, pursuant to California Government Code section 34886, it is declared the change in the method of electing members of the City Council of the City of

Wildomar made by this ordinance is to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in Section 14031 of the California Voting Rights Act, and

WHEREAS, under the provisions of California Elections Code section 10010, a political subdivision that changes from an at-large method of election to a by-district method of election shall hold at least two public hearings on a proposal to establish the district boundaries of the political subdivision prior to a public hearing at which the governing body of the political subdivision votes to approve or defeat the proposal; and

WHEREAS, the City Council held public hearings on the proposal to establish district boundaries on February 10, 2016 and February 24, 2016, at which it considered the proposal to establish district boundaries, and also held a public hearing on March 9, 2016, the public meeting at which the City Council voted on the proposal; and

WHEREAS, the purpose of this Ordinance is to enact, pursuant to California Government Code section 34886, an ordinance providing for the election of the Members of the City Council of the City of Wildomar by-district in five single-member districts as reflected in Exhibit 1 to this Ordinance.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF WILDOMAR DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 1.12 of the Wildomar Municipal Code is hereby repealed as follows:

~~Members of the City Council shall be elected from the community at large without regard to their geographical residence within the City in accord with the terms and conditions of incorporation imposed by the Riverside County Local Agency Formation Commission.~~

SECTION 2. Chapter 1.12 of the Wildomar Municipal Code is hereby amended by adding new Sections 1.12.020, 1.12.030 and 1.12.040 to read as follows:

Section 1.12.020. By-District Electoral System.

- A. Pursuant to California Government Code section 34886, Members of the City Council of the City of Wildomar shall be elected by-districts in five (5) single-member districts.
- B. (1) Beginning with the general municipal election in November 2016, Members of the City Council shall be elected in the electoral districts established by Section 1.12.030 and subsequently reapportioned as provided by State law. Elections shall take place on a by-district basis as that term is defined in California Government Code section 34871, meaning one Member of the City Council shall be elected from each district, by the voters of that district alone. Each Member of the City

Council shall serve a four-year term until his or her successor is qualified.

- (2) Except as provided in subdivision (3) hereof, the Council Member elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must live in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to California Government Code section 34882 and Elections Code section 10227. Termination of residency in a district by a Council Member shall create an immediate vacancy for that Council district unless a substitute residence within the district is established within thirty (30) days after the termination of residency.
- (3) Notwithstanding any other provision of this section, the Members of the City Council in office at the time the Ordinance codified in this chapter takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified. At the end of the term of each Council Member that Member's successor shall be elected on a by-district basis in the districts established in Section 1.12.030 and as provided in Section 1.12.040.

Section 1.12.030. Establishment of City Council Electoral Districts.

- A. Subject to Section 1.12.040, Members of the City Council shall be elected on a "by-district" basis from the Council districts described as follows:
 - (1) Council District 1 shall comprise all that portion of the City beginning at the intersection of Corydon Rd and Garden Rd on the western border of the City, thence proceeding southeasterly along Garden to Mission Trail; thence proceeding northerly along Mission Trail to Bundy Canyon Rd; thence proceeding easterly along Bundy Canyon Rd to the eastern border of Census Block 060650432741067; thence proceeding northerly along the eastern border of Census Block 060650432741067 and the western and northern borders of Census Block 060650432741054 to Crooked Arrow Dr and the border of Census Blocks 060650432741054 and 060650432741054; thence proceeding northwesterly along Crooked Arrow Dr to Crab Hollow Circle; thence proceeding northeasterly along Crab Hollow Circle to the eastern border of Census Block 060650432741011; thence proceeding northerly along the eastern border of Census Block 060650432741011 to the City border; thence proceeding counter-clockwise along the City border to the point of beginning.
 - (2) Council District 2 shall comprise all that portion of the City beginning at the intersection of the City's eastern border and the southeastern corner of Census Block 060650432793022; thence proceeding southwest and northwest along the southern border of Census Block 060650432793022 to the intersection of Census Block 060650432793022, Census Block 060650432761000 and Farm Rd; thence proceeding southwest and west along the southern border of Census Blocks 060650432761000,

060650432761003 and 060650432792003 to the eastern edge of Census Block 060650432792012; thence proceeding southerly along the eastern edge of Census Block 060650432792012 to Baxter Rd; thence proceeding easterly along the extension of Baxter Rd along the northern edge of Census Block 060650432792015 to Opalo Rd; thence proceeding southerly along Opalo Rd to Rosita Dr; thence proceeding southeasterly along Rosita Dr to Portola Pl; thence proceeding southerly along Portola Pl and its extension southerly between 24175 Brillante Dr on the east and 24161 Brillante Dr on the west and continuing southerly between 24154 Senna Dr on the east and 24140 Senna Dr on the west; thence proceeding southerly along Iodine Springs Rd to La Estrella Dr; thence proceeding westerly along La Estrella Dr and its extension to the northern extension of Susan Dr; thence proceeding southerly to and along Susan Dr to Glazebrook Rd; thence proceeding westerly to the end of Glazebrook Rd and its extension to Interstate 15; thence proceeding northwesterly along I-15 to the intersection of I-15 and Baxter Rd; thence proceeding westerly along Baxter Rd to White St; thence proceeding northerly along White St to Walnut St; thence proceeding westerly along Walnut St to Almond St; thence proceeding northerly along Almond St to Bundy Canyon Rd thence proceeding easterly along Bundy Canyon Rd to the eastern border of Census Block 060650432741067; thence proceeding northerly along the eastern border of Census Block 060650432741067 and the western and northern borders of Census Block 060650432741054 to Crooked Arrow Dr at the border of Census Blocks 060650432741054 and 060650432741054; thence proceeding northwesterly along Crooked Arrow Dr to Crab Hollow Circle; thence proceeding northeasterly along Crab Hollow Circle to the eastern border of Census Block 060650432741011; thence proceeding northerly along the eastern border of Census Block 060650432741011 to the City border; thence proceeding clockwise along the City border to the point of beginning.

(3) Council District 3 shall comprise all that portion of the City beginning at the intersection of Walnut St and Almond St; thence proceeding southerly along Almond St to Wesley St; thence proceeding southwestly along Wesley St to Palomar St; thence proceeding southeasterly along Palomar St to Central St; thence proceeding southwestly along Central St to Darby St; thence proceeding southeasterly along Darby St to S Pasadena St; thence proceeding northeasterly along S Pasadena St to Palomar St; thence proceeding southeasterly along Palomar St to Clinton Keith Rd; thence proceeding northeasterly along Clinton Keith Rd to Interstate 15; thence proceeding northwesterly along I-15 to the intersection of I-15 and Baxter Rd; thence proceeding westerly along Baxter Rd to White St; thence proceeding northerly along White St to Walnut St; thence proceeding westerly along Walnut St to the point of beginning.

(4) Council District 4 shall comprise all that portion of the City beginning at the intersection of Corydon Rd and Garden Rd on the western border of

the City, thence proceeding southeasterly along Garden to Mission Trail; thence proceeding northerly along Mission Trail to Bundy Canyon Rd; thence proceeding easterly along Bundy Canyon Rd to Almond St; thence proceeding southerly along Almond St to Wesley St; thence proceeding southwesterly along Wesley St to Palomar St; thence proceeding southeasterly along Palomar St to Central St; thence proceeding southwesterly along Central St to Darby St; thence proceeding southeasterly along Darby St to Penrose St; thence proceeding southwesterly along Penrose St to Grand Ave; thence proceeding southeasterly along Grand Ave to its intersection with the City border approximately 700 feet southeast of the intersection of Grand Ave and Jane Ct; thence proceeding clockwise along the City border to the point of beginning.

(5) Council District 5 shall comprise all that portion of the City beginning at the intersection of the City's eastern border and the southeastern corner of Census Block 060650432793022; thence proceeding southwest and northwest along the southern border of Census Block 060650432793022 to the intersection of Census Block 060650432793022, Census Block 060650432761000 and Farm Rd; thence proceeding southwest and west along the southern border of Census Blocks 060650432761000, 060650432761003 and 060650432792003 to the eastern edge of Census Block 060650432792012; thence proceeding southerly along the eastern edge of Census Block 060650432792012 to Baxter Rd; thence proceeding easterly along the extension of Baxter Rd along the northern edge of Census Block 060650432792015 to Opalo Rd; thence proceeding southerly along Opalo Rd to Rosita Dr; thence proceeding southeasterly along Rosita Dr to Portola Pl; thence proceeding southerly along Portola Pl and its extension southerly between 24175 Brillante Dr on the east and 24161 Brillante Dr on the west and continuing southerly between 24154 Senna Dr on the east and 24140 Senna Dr on the west; thence proceeding southerly along Iodine Springs Rd to La Estrella Dr; thence proceeding westerly along La Estrella Dr to Susan Dr; thence proceeding southerly along Susan Dr to Glazebrook Rd; thence proceeding westerly to the end of Glazebrook Rd and its extension to Interstate 15; thence proceeding southerly along I-15 to Clinton Keith Rd; thence proceeding southwesterly along Clinton Keith Rd to Palomar St; thence proceeding northwesterly along Palomar St to S Pasadena St; thence proceeding southwesterly along S Pasadena St to Darby St; thence proceeding northwesterly along Darby St to Penrose St; thence proceeding southwesterly along Penrose St to Grand Ave; thence proceeding southeasterly along Grand Ave to its intersection with the City border approximately 700 feet southeast of the intersection of Grand Ave and Jane Ct; thence proceeding counter-clockwise along the City border to the point of beginning.

B. The Council districts specified in subdivision (A) shall continue in effect until they are amended or repealed in accordance with law.

Section 1.12.040. Election Schedule.

Council Members shall be elected in Council Districts 2 and 4 beginning at the General Municipal Election in November, 2016, and every four years thereafter. Council Members shall be elected from Council Districts 1, 3, and 5 beginning at the General Municipal Election in November, 2018, and every four years thereafter.

SECTION 3. Implementation.

A map showing the districts described in the Ordinance codified in this chapter is attached hereto as Exhibit 1 and incorporated by this reference. To the extent there is a conflict between the descriptions contained in the Ordinance codified in this chapter and the map incorporated herein, the map shall prevail.

If necessary to facilitate the implementation of this Ordinance, the City Clerk is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk shall consult with the City Manager and City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

SECTION 4. Effective Date.

This Ordinance shall be effective 30 days from and after its final passage.

SECTION 5. Inconsistencies.

To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior City ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof.

SECTION 6. Interpretation.

In interpreting this Ordinance or resolving any ambiguity, this Ordinance shall be interpreted in a manner that effectively accomplishes its stated purposes.

SECTION 7. Severability.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Wildomar hereby declares they would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 8. 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 9th day of March, 2016.

Bridgette Moore
Mayor

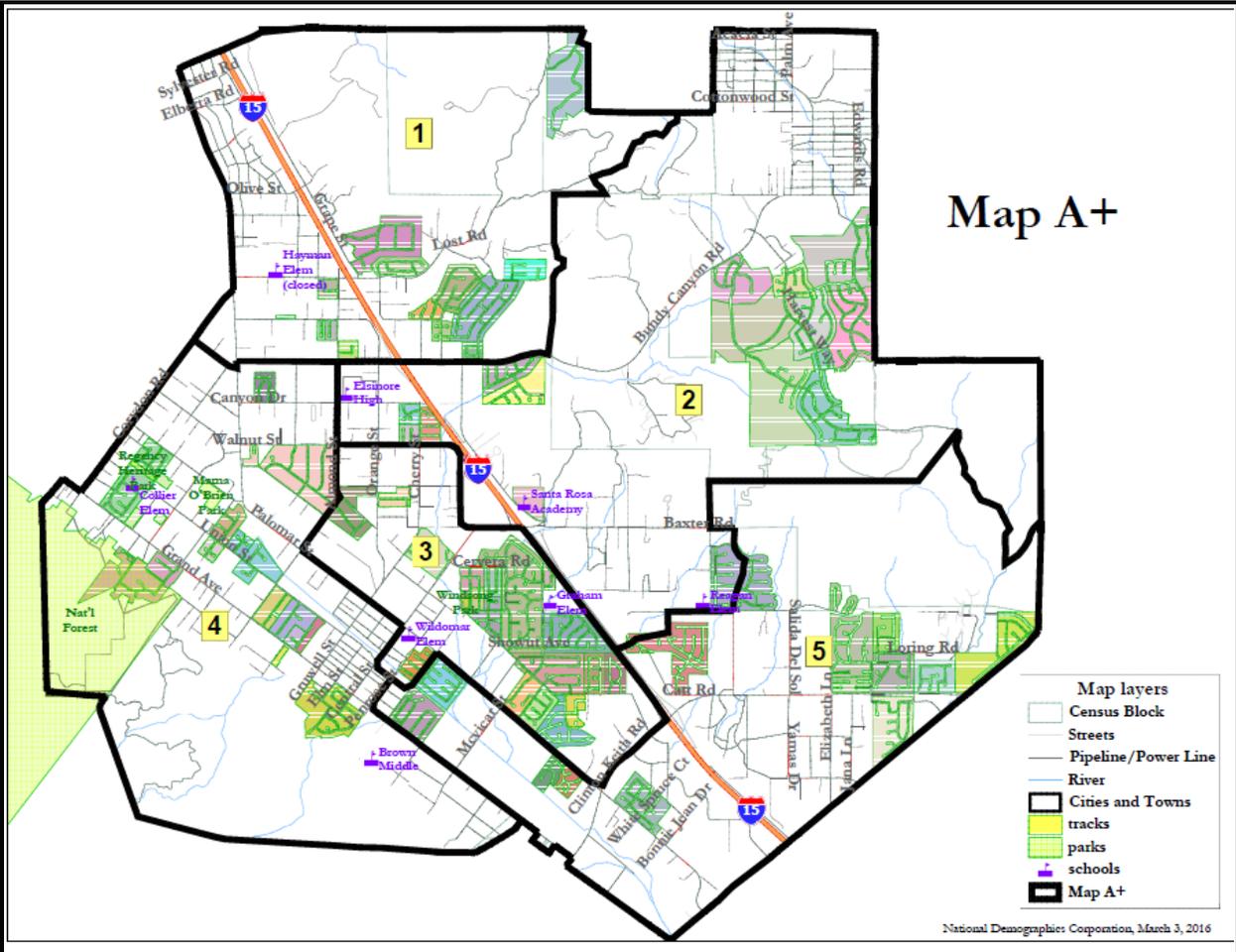
APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

Exhibit 1 MAP OF ELECTORAL DISTRICTS



Attachment 1

Ordinance

**CITY OF WILDOMAR
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF WILDOMAR AMENDING
CHAPTER 1.12 OF THE WILDOMAR MUNICIPAL CODE BY
REPEALING SECTION 1.12.020 AND ADDING NEW SECTIONS
1.12.020, 1.12.030, AND 1.12.040 CHANGING THE CITY'S
ELECTORAL SYSTEM FROM AT-LARGE TO BY-DISTRICT
ELECTIONS WITH RESPECT TO ELECTING CITY COUNCIL
MEMBERS, ESTABLISHING DISTRICT BOUNDARIES, AND
SCHEDULING ELECTIONS WITHIN THE DISTRICTS**

WHEREAS, the City of Wildomar supports the full participation of all residents in electing Members of the City Council; and

WHEREAS, the City of Wildomar currently elects its five City Council Members using an at-large election system; and

WHEREAS, in the at-large election system, candidates may reside in any part of the City and each City Council Member is elected by the voters of the entire City; and

WHEREAS, in a by-district election system, a candidate for City Council must reside in the district which he or she wishes to represent, and only the voters of that district are entitled to vote to decide who their representative will be; and

WHEREAS, under the provisions of California Government Code sections 34870-34884, a proposal to adopt a by-district method of election in a general law city must be submitted to the voters of the City along with the proposed boundaries of the districts; and

WHEREAS, California Government Code section 34886, effective January 1, 2016, permits the City Council of a city with a population of fewer than 100,000 people, to change the city's method of election by ordinance, with certain formalities, to a "by-district" system in which each City Council member is elected only by the voters in the district in which the candidate resides; and

WHEREAS, on or about December 21, 2015, the City received a letter asserting 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, the letter received on December 21 did not contain any evidence of a violation, but the cost of defending against a claim under the California Voting Rights Act is extremely high, even if the City is successful, and at this time such an expensive defense would severely burden the City's budget and curtail the City's ability to provide needed services to its residents; and

WHEREAS, pursuant to California Government Code section 34886, it is declared the change in the method of electing members of the City Council of the City of Wildomar made by this ordinance is to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in Section 14031 of the California Voting Rights Act, and

WHEREAS, under the provisions of California Elections Code section 10010, a political subdivision that changes from an at-large method of election to a by-district method of election shall hold at least two public hearings on a proposal to establish the district boundaries of the political subdivision prior to a public hearing at which the governing body of the political subdivision votes to approve or defeat the proposal; and

WHEREAS, the City Council held public hearings on the proposal to establish district boundaries on February 10, 2016 and February 24, 2016, at which it considered the proposal to establish district boundaries, and also held a public hearing on March 9, 2016, the public meeting at which the City Council voted on the proposal; and

WHEREAS, the purpose of this Ordinance is to enact, pursuant to California Government Code section 34886, an ordinance providing for the election of the Members of the City Council of the City of Wildomar by-district in five single-member districts as reflected in Exhibit 1 to this Ordinance.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF WILDOMAR DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 1.12 of the Wildomar Municipal Code is hereby repealed as follows:

~~Members of the City Council shall be elected from the community at large without regard to their geographical residence within the City in accord with the terms and conditions of incorporation imposed by the Riverside County Local Agency Formation Commission.~~

SECTION 2. Chapter 1.12 of the Wildomar Municipal Code is hereby amended by adding new Sections 1.12.020, 1.12.030 and 1.12.040 to read as follows:

Section 1.12.020. By-District Electoral System.

- A. Pursuant to California Government Code section 34886, Members of the City Council of the City of Wildomar shall be elected by-districts in five (5) single-member districts.
- B. (1) Beginning with the general municipal election in November 2016, Members of the City Council shall be elected in the electoral districts established by Section 1.12.030 and subsequently reapportioned as provided by State law. Elections shall take place on a by-district basis as that term is defined in California Government Code section 34871, meaning one Member of the City Council shall be elected from each district, by the voters of that district alone. Each Member of the City Council shall serve a four-year term until his or her successor is qualified.
- (2) Except as provided in subdivision (3) hereof, the Council Member elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must live in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to California Government Code section 34882 and Elections Code section 10227. Termination of residency in a district by a Council Member shall create an immediate vacancy for that Council district unless a substitute residence within the

district is established within thirty (30) days after the termination of residency.

- (3) Notwithstanding any other provision of this section, the Members of the City Council in office at the time the Ordinance codified in this chapter takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified. At the end of the term of each Council Member that Member's successor shall be elected on a by-district basis in the districts established in Section 1.12.030 and as provided in Section 1.12.040.

Section 1.12.030. Establishment of City Council Electoral Districts.

- A. Subject to Section 1.12.040, Members of the City Council shall be elected on a "by-district" basis from the Council districts described as follows:

- (1) Council District 1 shall comprise all that portion of the City beginning at the intersection of Corydon Rd and Garden Rd on the western border of the City, thence proceeding southeasterly along Garden to Mission Trail; thence proceeding northerly along Mission Trail to Bundy Canyon Rd; thence proceeding easterly along Bundy Canyon Rd to the eastern border of Census Block 060650432741067; thence proceeding northerly along the eastern border of Census Block 060650432741067 and the western and northern borders of Census Block 060650432741054 to Crooked Arrow Dr and the border of Census Blocks 060650432741054 and 060650432741054; thence proceeding northwesterly along Crooked Arrow Dr to Crab Hollow Circle; thence proceeding northeasterly along Crab Hollow Circle to the eastern border of Census Block 060650432741011; thence proceeding northerly along the eastern border of Census Block 060650432741011 to the City border; thence proceeding counter-clockwise along the City border to the point of beginning.

- (2) Council District 2 shall comprise all that portion of the City beginning at the intersection of the City's eastern border and the southeastern corner of Census Block 060650432793022; thence proceeding southwest and northwest along the southern border of Census Block 060650432793022 to the intersection of Census Block 060650432793022, Census Block 060650432761000 and Farm Rd; thence proceeding southwest and west along the southern border of Census Blocks 060650432761000, 060650432761003 and 060650432792003 to the eastern edge of Census Block 060650432792012; thence proceeding southerly along the eastern edge of Census Block 060650432792012 to Baxter Rd; thence proceeding easterly along the extension of Baxter Rd along the northern edge of Census Block 060650432792015 to Opalo Rd; thence proceeding southerly along Opalo Rd to Rosita Dr; thence proceeding southeasterly along Rosita Dr to Portola Pl; thence proceeding southerly along Portola Pl and its extension southerly between 24175 Brillante Dr on the east and 24161 Brillante Dr on the west and continuing southerly between 24154 Senna Dr on the east and 24140 Senna Dr on the west; thence proceeding southerly along Iodine Springs Rd to La Estrella Dr; thence proceeding westerly along La Estrella Dr and its extension to the northern extension of Susan Dr; thence proceeding southerly to and along Susan Dr to Glazebrook Rd; thence proceeding westerly to the

end of Glazebook Rd and its extension to Interstate 15; thence proceeding northwesterly along I-15 to the intersection of I-15 and Baxter Rd; thence proceeding westerly along Baxter Rd to White St; thence proceeding northerly along White St to Walnut St; thence proceeding westerly along Walnut St to Almond St; thence proceeding northerly along Almond St to Bundy Canyon Rd thence proceeding easterly along Bundy Canyon Rd to the eastern border of Census Block 060650432741067; thence proceeding northerly along the eastern border of Census Block 060650432741067 and the western and northern borders of Census Block 060650432741054 to Crooked Arrow Dr at the border of Census Blocks 060650432741054 and 060650432741054; thence proceeding northwesterly along Crooked Arrow Dr to Crab Hollow Circle; thence proceeding northeasterly along Crab Hollow Circle to the eastern border of Census Block 060650432741011; thence proceeding northerly along the eastern border of Census Block 060650432741011 to the City border; thence proceeding clockwise along the City border to the point of beginning.

- (3) Council District 3 shall comprise all that portion of the City beginning at the intersection of Walnut St and Almond St; thence proceeding southerly along Almond St to Wesley St; thence proceeding southwesterly along Wesley St to Palomar St; thence proceeding southeasterly along Palomar St to Central St; thence proceeding southwesterly along Central St to Darby St; thence proceeding southeasterly along Darby St to S Pasadena St; thence proceeding northeasterly along S Pasadena St to Palomar St; thence proceeding southeasterly along Palomar St to Clinton Keith Rd; thence proceeding northeasterly along Clinton Keith Rd to Interstate 15; thence proceeding northwesterly along I-15 to the intersection of I-15 and Baxter Rd; thence proceeding westerly along Baxter Rd to White St; thence proceeding northerly along White St to Walnut St; thence proceeding westerly along Walnut St to the point of beginning.
- (4) Council District 4 shall comprise all that portion of the City beginning at the intersection of Corydon Rd and Garden Rd on the western border of the City, thence proceeding southeasterly along Garden to Mission Trail; thence proceeding northerly along Mission Trail to Bundy Canyon Rd; thence proceeding easterly along Bundy Canyon Rd to Almond St; thence proceeding southerly along Almond St to Wesley St; thence proceeding southwesterly along Wesley St to Palomar St; thence proceeding southeasterly along Palomar St to Central St; thence proceeding southwesterly along Central St to Darby St; thence proceeding southeasterly along Darby St to Penrose St; thence proceeding southwesterly along Penrose St to Grand Ave; thence proceeding southeasterly along Grand Ave to its intersection with the City border approximately 700 feet southeast of the intersection of Grand Ave and Jane Ct; thence proceeding clockwise along the City border to the point of beginning.
- (5) Council District 5 shall comprise all that portion of the City beginning at the intersection of the City's eastern border and the southeastern corner of Census Block 060650432793022; thence proceeding southwest and northwest along the southern border of Census Block 060650432793022 to the intersection of Census Block 060650432793022, Census Block

060650432761000 and Farm Rd; thence proceeding southwest and west along the southern border of Census Blocks 060650432761000, 060650432761003 and 060650432792003 to the eastern edge of Census Block 060650432792012; thence proceeding southerly along the eastern edge of Census Block 060650432792012 to Baxter Rd; thence proceeding easterly along the extension of Baxter Rd along the northern edge of Census Block 060650432792015 to Opalo Rd; thence proceeding southerly along Opalo Rd to Rosita Dr; thence proceeding southeasterly along Rosita Dr to Portola Pl; thence proceeding southerly along Portola Pl and its extension southerly between 24175 Brillante Dr on the east and 24161 Brillante Dr on the west and continuing southerly between 24154 Senna Dr on the east and 24140 Senna Dr on the west; thence proceeding southerly along Iodine Springs Rd to La Estrella Dr; thence proceeding westerly along La Estrella Dr to Susan Dr; thence proceeding southerly along Susan Dr to Glazebrook Rd; thence proceeding westerly to the end of Glazebrook Rd and its extension to Interstate 15; thence proceeding southerly along I-15 to Clinton Keith Rd; thence proceeding southwesterly along Clinton Keith Rd to Palomar St; thence proceeding northwesterly along Palomar St to S Pasadena St; thence proceeding southwesterly along S Pasadena St to Darby St; thence proceeding northwesterly along Darby St to Penrose St; thence proceeding southwesterly along Penrose St to Grand Ave; thence proceeding southeasterly along Grand Ave to its intersection with the City border approximately 700 feet southeast of the intersection of Grand Ave and Jane Ct; thence proceeding counter-clockwise along the City border to the point of beginning.

- B. The Council districts specified in subdivision (A) shall continue in effect until they are amended or repealed in accordance with law.

Section 1.12.040. Election Schedule.

Council Members shall be elected in Council Districts two (2) and four (4) beginning at the general municipal election in November 2016, and every four years thereafter. Council Members shall be elected from Council Districts one (1), three (3), and five (5) beginning at the general municipal election in November 2018, and every four years thereafter.

SECTION 3. Implementation.

A map showing the districts described in the Ordinance codified in this chapter is attached hereto as Exhibit 1 and incorporated by this reference. To the extent there is a conflict between the descriptions contained in the Ordinance codified in this chapter and the map incorporated herein, the map shall prevail.

If necessary to facilitate the implementation of this Ordinance, the City Clerk is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk shall consult with the City Manager and City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

SECTION 4. Effective Date.

This Ordinance shall be effective 30 days from and after its final passage.

SECTION 5. Inconsistencies.

To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior City ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof.

SECTION 6. Interpretation.

In interpreting this Ordinance or resolving any ambiguity, this Ordinance shall be interpreted in a manner that effectively accomplishes its stated purposes.

SECTION 7. Severability.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Wildomar hereby declares they would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 8. 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 fifteen (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 thirty (30) days after its adoption.

PASSED, APPROVED AND ADOPTED this 9th day of March, 2016.

Bridgette Moore
Mayor

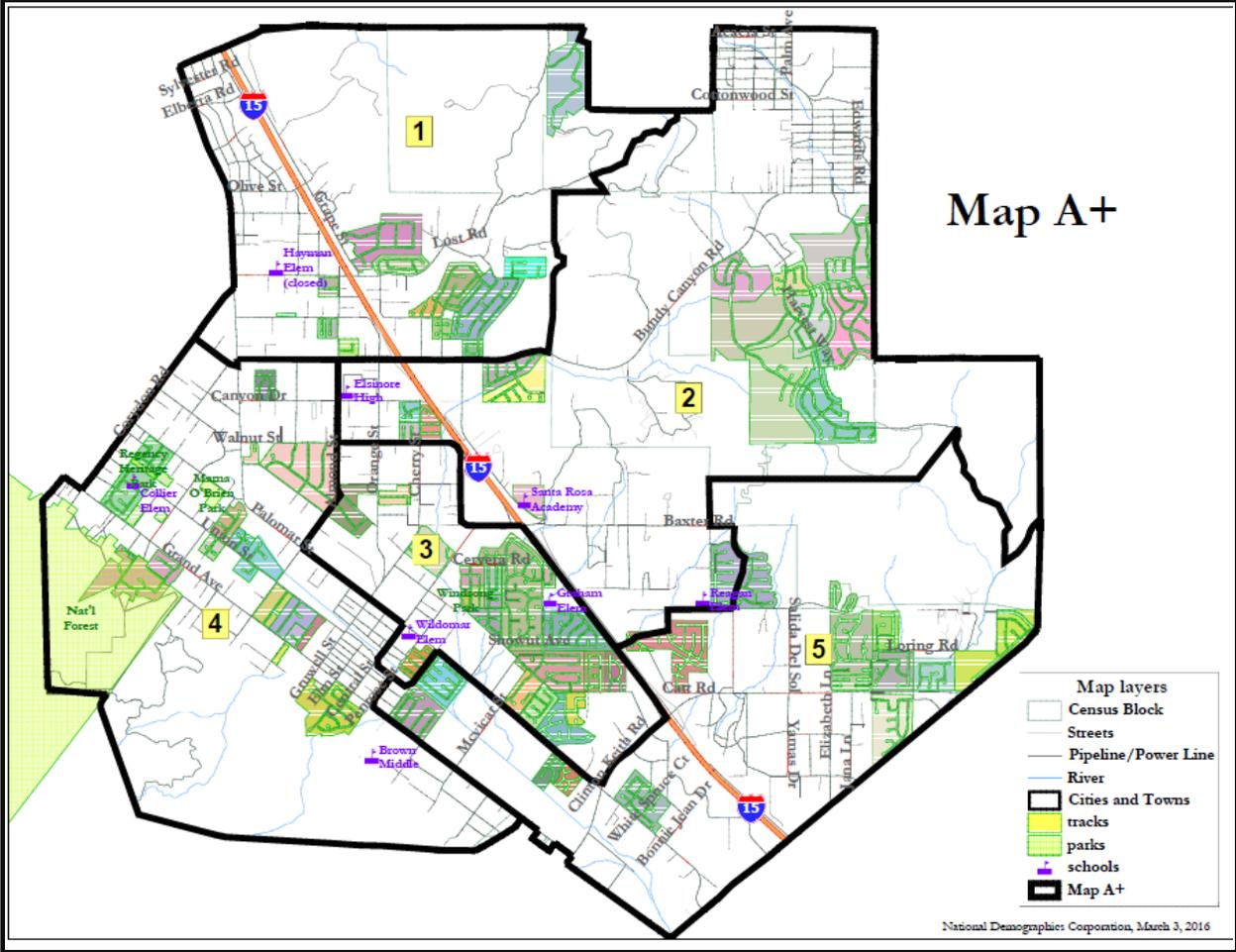
APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney City

Debbie A. Lee, CMC
Clerk

Exhibit 1 MAP OF ELECTORAL DISTRICTS



Attachment 2

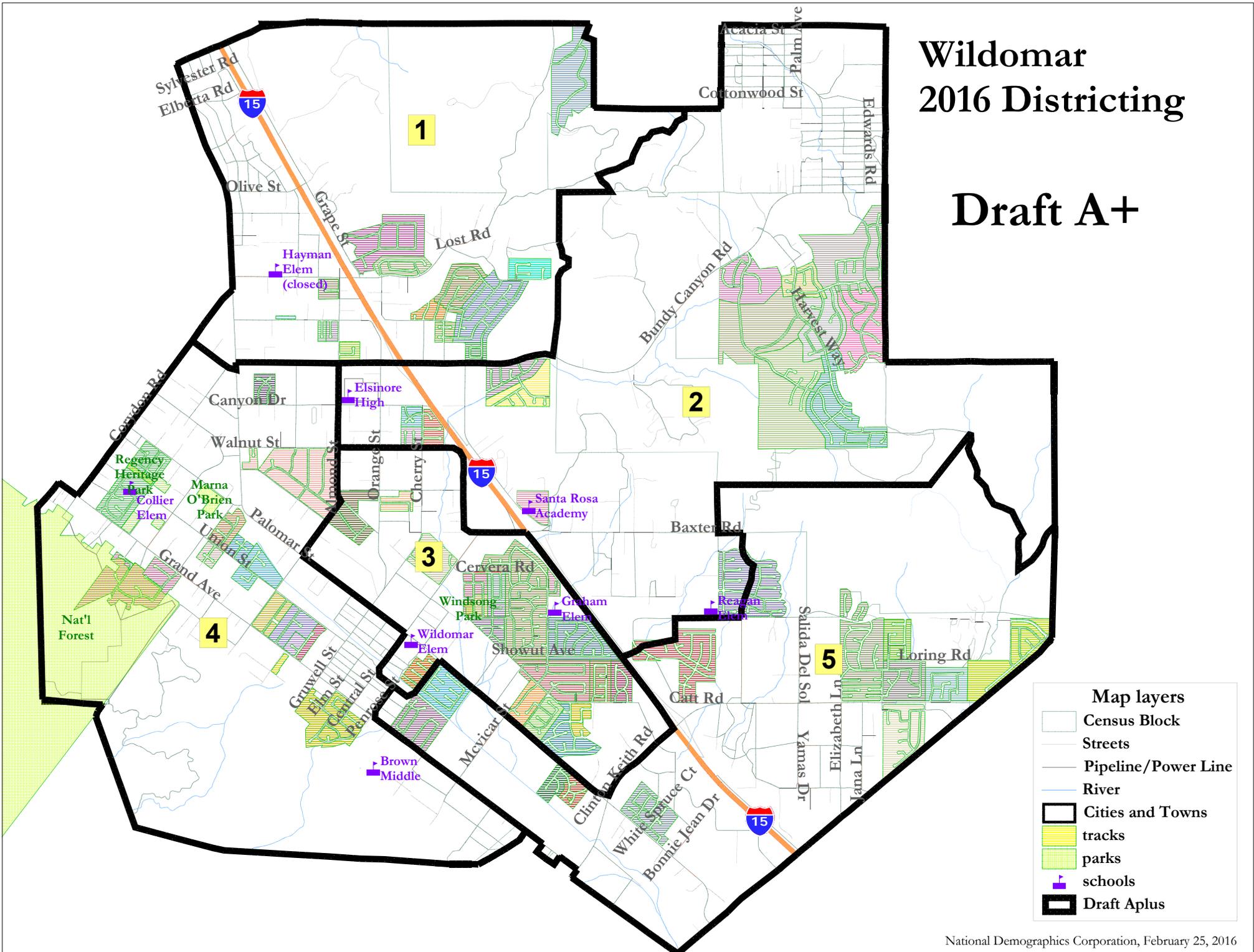
Map A+

and

Supporting Documents

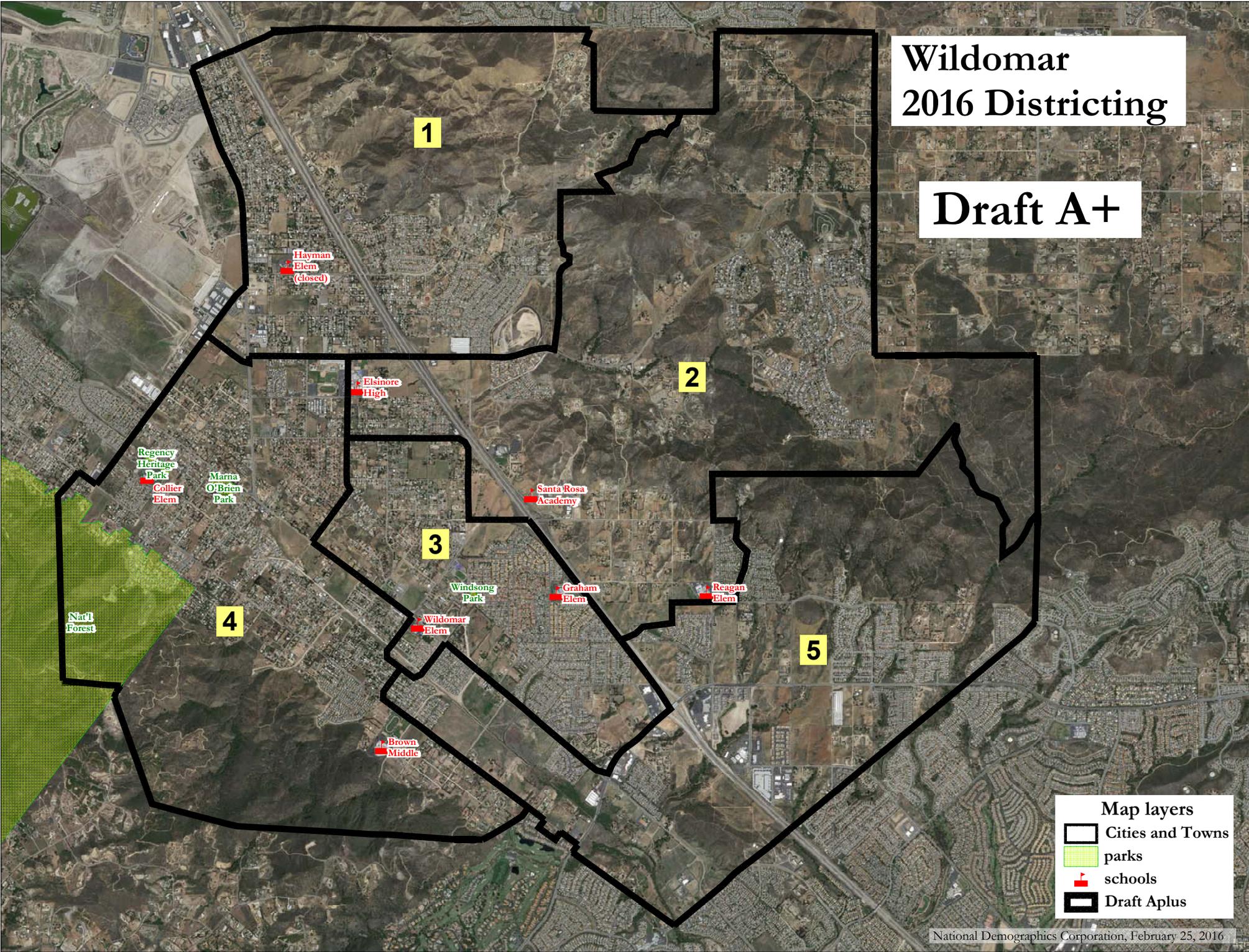
Wildomar 2016 Districting

Draft A+



Wildomar 2016 Districting

Draft A+



1

2

3

4

5

Hayman
Elem
(closed)

Elsinore
High

Santa Rosa
Academy

Regency
Heritage
Park
Collier
Elem

Marna
O'Brien
Park

Windsong
Park

Graham
Elem

Reagan
Elem

Wildomar
Elem

Brown
Middle

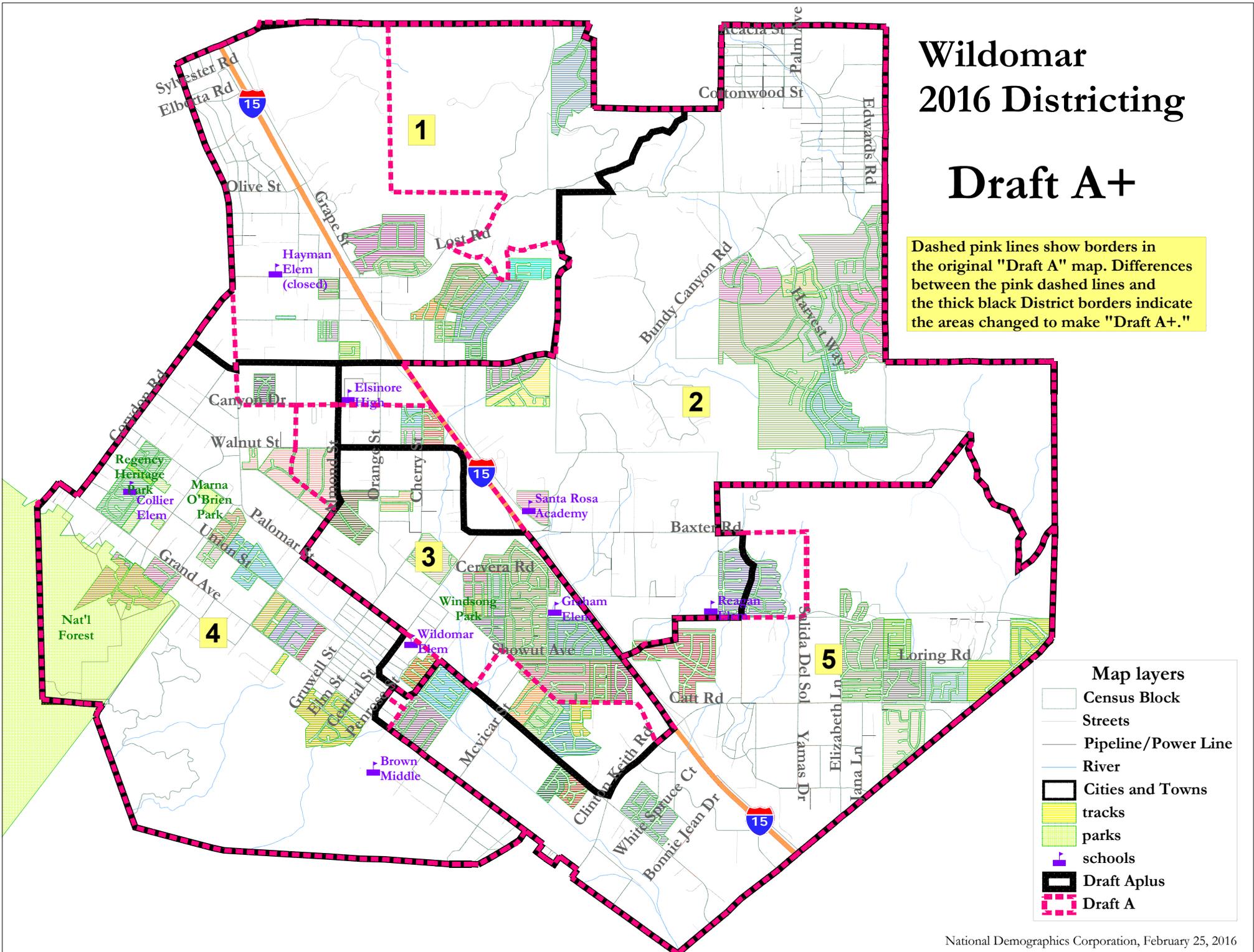
Nat'l
Forest

Map layers

-  Cities and Towns
-  parks
-  schools
-  Draft Aplus

Wildomar 2016 Districting Draft A+

Dashed pink lines show borders in the original "Draft A" map. Differences between the pink dashed lines and the thick black District borders indicate the areas changed to make "Draft A+."



Wildomar - Draft A+

District		1	2	3	4	5	Total
	Total Pop	6,639	6,194	6,458	6,348	6,537	32,176
	Deviation from ideal	204	-241	23	-87	102	445
	% Deviation	3.17%	-3.75%	0.36%	-1.35%	1.59%	6.92%
Total Pop	% Hisp	47%	30%	33%	37%	30%	37%
	% NH White	45%	62%	55%	55%	52%	54%
	% NH Black	3%	2%	4%	3%	6%	3%
	% Asian-American	3%	4%	6%	3%	11%	4%
Voting Age Pop	Total	4,699	4,565	4,749	4,630	4,567	18,643
	% Hisp	41%	25%	29%	32%	26%	32%
	% NH White	51%	66%	59%	60%	55%	59%
	% NH Black	3%	2%	4%	3%	5%	3%
	% Asian-American	3%	4%	6%	3%	12%	4%
Citizen Voting Age Pop	Total	3,433	4,141	4,883	4,307	4,119	16,765
	% Hisp	36%	25%	22%	40%	18%	30%
	% NH White	56%	68%	68%	58%	58%	63%
	% NH Black	3%	3%	3%	1%	15%	3%
	% Asian-American	3%	2%	4%	2%	9%	3%
Voter Registration (Nov 2012)	Total	2,661	2,929	3,244	2,913	3,178	11,747
	% Latino	31%	18%	23%	24%	23%	24%
	% Asian-Surnamed	1%	1%	1%	1%	2%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
Voter Turnout (Nov 2012)	Total	1,702	2,035	2,237	2,023	2,123	7,996
	% Latino	28%	15%	22%	21%	21%	21%
	% Asian-Surnamed	0%	1%	1%	1%	2%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
Voter Registration (Nov 2014)	Total	2,464	2,858	3,269	2,897	2,947	11,488
	% Latino	33%	20%	25%	23%	23%	25%
	% Asian-Surnamed	1%	1%	1%	1%	2%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
Voter Turnout (Nov 2014)	Total	839	1,113	1,263	1,238	1,078	4,453
	% Latino	23%	12%	18%	16%	18%	17%
	% Asian-Surnamed	1%	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	0%	2%	1%
ACS Pop. Est.	Total	6,586	6,004	6,739	6,416	6,573	25,746
Age	age0-19	30%	31%	29%	29%	34%	30%
	age20-60	56%	52%	54%	52%	53%	54%
	age60plus	13%	18%	17%	19%	13%	17%
Immigration	immigrants	21%	11%	12%	17%	18%	15%
Housing Stats	vacant	9%	12%	6%	9%	3%	9%
	occupied	91%	88%	94%	91%	97%	91%
	rented	24%	19%	27%	25%	32%	24%
	owned	76%	81%	73%	75%	68%	76%
	singlefamily	96%	99%	90%	99%	91%	96%
	multifamily	4%	1%	10%	1%	9%	4%
Language spoken at home	english	66%	83%	80%	70%	74%	75%
	spanish	29%	15%	14%	26%	17%	21%
	asian-lang	2%	1%	4%	1%	5%	2%
	other lang	3%	1%	2%	3%	3%	2%
Child in Household	child-under18	37%	41%	37%	31%	42%	37%
Work (percent of pop age 16+)	employed	59%	52%	55%	56%	61%	56%
	Commute on Public Transit	1%	1%	2%	0%	0%	1%
Household Income	hhincome0-25k	15%	18%	19%	13%	12%	16%
	hhincome25-50k	23%	18%	18%	27%	15%	21%
	hhincome50-75k	22%	23%	22%	21%	21%	22%
	hhincome75-200k	37%	39%	38%	36%	49%	38%
	hhincome200k-plus	2%	2%	2%	4%	4%	2%
Education (among those age 25+)	hs-grad	66%	67%	71%	66%	67%	67%
	bachelor	11%	16%	13%	11%	16%	12%
	graduatedegree	4%	5%	5%	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.							

CITY OF WILDOMAR – COUNCIL
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: March 9, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Zoning Ordinance Amendment No. 15-04 – CEQA exemption and a proposed code amendment related to the Pre-Application Review (PAR) process.

STAFF REPORT

RECOMMENDATION:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING AN EXEMPTION IN ACCORDANCE WITH SECTION
15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
GUIDELINES AND APPROVING AN AMENDMENT TO THE WILDOMAR
MUNICIPAL CODE TO MOVE THE PROVISIONS OF CHAPTER 15.68 RELATED
TO THE CITY'S PRE-APPLICATION REVIEW (PAR) PROCESS TO CHAPTER
17.214 (A NEW CHAPTER)

BACKGROUND:

January 6, 2016 PC Meeting:

The Planning Commission reviewed the proposed zoning ordinance amendment at its January 6, 2016 meeting. There were no public comments offered during the public hearing, and the Planning Commission also did not have any questions. After close of the public hearing and Commission discussion, the Commission voted 5–0 recommending City Council approval of Zoning Ordinance Amendment No. 15-04..

ANALYSIS:

When the City incorporated in 2008, it adopted the County Code as the Wildomar Municipal Code, including Title 15 (Building and Construction) and Title 17 (Zoning). For reasons unknown, the County put the Planning Department's Pre-Application Review Process (a.k.a. PAR process) in the Building and Construction title of municipal code rather than the Zoning title, and the PAR process remains in Title 15 of the Wildomar Municipal Code. The PAR process is a function of the Planning Department

and managed by the planners. As a code clean-up item, staff is proposing to move the provisions of the PAR process from Title 15 to Title 17.

Staff is not proposing any changes to the PAR process or the provisions contained therein. This amendment is only moving the PAR provisions from Title 15 to Title 17. Given that the PAR process is managed by the Planning Department, it is logical that the PAR provisions be located in the Zoning Ordinance (Title 17).

Staff has proposed to create a new chapter number (Chapter 17.214) which will be located organizationally right before the Plot Plan provisions outlined in Chapter 17.216. The new code section for the PAR provisions are contained in the attached Council Ordinance (Attachment A).

CEQA DETERMINATION:

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 15-04. Based on this review, the Planning Department has determined that the adoption of the proposed amendment has no potential to cause a significant adverse impact on the environment whatsoever. Therefore, Zoning Ordinance Amendment No. 15-04 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3) which states "that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Planning Commission considered staff's analysis and is recommending the City Council adopt this CEQA Exemption for Zoning Ordinance Amendment No. 15-04.

FINDINGS OF FACT – ZOA NO. 15-04

in accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the Planning Commission has recommended the City Council make the following finding for approving Zoning Ordinance Amendment No. 15-04.

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

The proposed amendment is consistent with the City of Wildomar General Plan in that the proposed amendment will implement the Pre-Application Review provisions for new development. All new development is evaluated based on specific general plan use policies (i.e., land use, circulation, etc.), and the PAR provisions represent the first step in the development review process to ensure the new projects are consistent with general plan policies. Given this, the proposed code amendment (ZOA No. 15-04) is consistent with the Wildomar General Plan.

PUBLIC NOTICING:

In accordance with Chapter 17.04 of the Wildomar Municipal Code, the Planning Department published a legal notice in the Press Enterprise, a local newspaper of general circulation, on February 26, 2016 (a minimum of 10 days prior to the hearing) notifying the general public of the City Council public hearing for the proposed Zoning Ordinance Amendment No. 15-04. As of the date of this report, staff has not received any public comments on the proposed amendment.

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION IN ACCORDANCE WITH SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND AN APPROVING AN ORDINANCE AMENDING THE WILDOMAR MUNICIPAL CODE TO MOVE THE PROVISIONS OF SECTION 15.68 RELATED TO THE CITY'S PRE-APPLICATION REVIEW (PAR) PROCESS TO SECTION 17.214 OF THE ZONING ORDINANCE

WHEREAS, the Planning Department has proposed to amend Title 15 and Title 17 of the Wildomar Municipal Code regarding the City's Pre-Application Review (PAR) process; and

WHEREAS, in accordance with Chapter 17.280 of the Wildomar Municipal Code, the City Council has the authority to take action on, and recommend adoption by the City Council of Zoning Ordinance Amendment No. 15-04; and

WHEREAS, in accordance with Chapter 17.04 of the Wildomar Municipal Code, the Planning Department, on February 26, 2016, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of a City Council public hearing set for March 9, 2016 regarding Zoning Ordinance Amendment No. 15-04; and

WHEREAS, in accordance with Chapter 17.280 of the Wildomar Municipal Code, on March 9, 2016, the City Council of the City of Wildomar, conducted the duly noticed public hearing, at which time interested persons had an opportunity to testify in support of, or opposition to Zoning Ordinance Amendment No. 15-04, and at which time the City Council received public testimony concerning Zoning Ordinance Amendment No. 15-04.

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

SECTION 1: CEQA/ENVIRONMENTAL DETERMINATION.

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), the City Council has determined that the adoption of the proposed amendment has no potential to cause a significant adverse impact on the environment whatsoever. Therefore, Zoning Ordinance Amendment No. 15-04 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3) which states "that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

SECTION 2: AMENDMENT TO THE MUNICIPAL CODE

Chapter 15.68 (Pre-Application Review Procedures for Development Proposals) of the Wildomar Municipal Code is hereby deleted in its entirety.

SECTION 3: AMENDMENT TO THE ZONING ORDINANCE

Title 17 (Zoning Ordinance) of the Wildomar Municipal Code is hereby amended to add a new chapter (17.214 - Pre-Application Review Procedures for Development Proposals) to read as follows:

“Chapter 17.214 PRE-APPLICATION REVIEW PROCEDURES FOR DEVELOPMENT PROPOSALS

17.214.010 Purpose.

Pre-application review (PAR) is an optional procedure for all development proposals identified below as Category 1, Category 2 or Category 3 proposals. The purpose of PAR is to:

- A. Advise a prospective applicant of current City standards and requirements;
- B. Assess whether a prospective applicant’s development proposal is consistent with current City standards and requirements before an application is actually filed and fees are paid;
- C. Shorten the length of time required to process a development proposal once it has been accepted for processing;
- D. Encourage development proposal designs which are sensitive to environmental and developmental constraints and which lessen the need for subsequent costly and time consuming redesigns;
- E. Provide a written record of staff’s assessment of a development proposal in the form of a PAR letter;
- F. Limit requests for special studies to those identified in the PAR letter.

17.214.020 Classifications and exemptions.

Development proposals which are subject to PAR are divided into three (3) categories on the basis of their relative complexity. The simplest proposals are classified as Category 1 proposals. The most complex proposals are classified as Category 3 proposals.

- A. Category 1 proposals consist of the following:
 - 1. Temporary outdoor events;
 - 2. Temporary use permits;
 - 3. Variances filed alone;
 - 4. Kennels and catteries;
 - 5. Accessory wind energy conversion systems permits.

- B. Category 2 proposals consist of the following:
 - 1. General plan amendments;
 - 2. Amendments to specific plans;
 - 3. Hazardous waste facility siting permits;
 - 4. Conditional use permits;
 - 5. Public use permits;
 - 6. Plot plans;
 - 7. Revised permits;
 - 8. Parcel maps - residential;
 - 9. Parcel maps - revised;
 - 10. Tract maps - revised multifamily;
 - 11. Tract maps - revised single-family residential;
 - 12. Vesting maps - residential parcel maps.

- C. Category 3 proposals consist of the following:
 - 1. Specific plans;
 - 2. Surface mining permits;
 - 3. Parcel maps - commercial and industrial maps;
 - 4. Tract maps - multifamily;

5. Tract maps - single-family residential;
6. Vesting maps:
 - a. Parcel maps - commercial and industrial,
 - b. Tract maps - statutory condominiums,
 - c. Tract maps - single-family residential;
7. Commercial wind energy conversion systems permits.

17.214.030 Applications.

- A. Every PAR application shall be made in writing to the Planning Director on the forms provided by the Planning Department. The application shall be accompanied by the filing fee set forth in Title 3.44 of the WMC. All primary exhibits or maps submitted with an application must be clearly drawn and legible.
- B. The amount of information which an applicant must submit with a PAR application increases with the complexity of the development proposal. The information required under subsections C and D of this section is considered to be the minimum required, and the Planning Director may require additional information if the information submitted does not adequately define the proposal.
- C. Applicants with Category 1 proposals must submit a PAR exhibit containing the following information:
 1. Name, address and telephone number of the applicant;
 2. Name, address and telephone number of the land owner;
 3. Name, address and telephone number of the map or exhibit preparer;
 4. Assessor's parcel number(s) and, if available, the property's address;
 5. Scale of the exhibit (i.e., number of feet per inch). The exhibit must use an engineer's scale (i.e., one inch equals 10 feet or an even multiple of 10 feet). An architect's scale is only acceptable for floor plans, elevations and landscaping plans;
 6. North arrow;
 7. Title of the exhibit (e.g., "Temporary Use Permit," "Plot Plan," "Tract Map No.," etc.);

8. Proposed improvement schedule (i.e., Schedule "A," "B," "C," etc.) where applicable;
 9. Overall dimensions and approximate total net and gross acreage of the property;
 10. Project boundary lines;
 11. Existing and proposed zoning and land use of property as well as existing zoning and land use of surrounding property;
 12. Circulation:
 - a. Location and dimensions of existing and proposed ingress and egress, and methods of vehicular circulation,
 - b. Any off-site rights-of-way that may be required for access or alternate access to or from the project site as may be required by Section 16.08.020(l);
 13. Waste disposal system proposed (i.e., subsurface septic system or sewer);
 14. Location and dimensions of existing dwellings, buildings or other structures, labeled as existing, and indicating whether they will remain or be removed;
 15. Setback dimensions of existing structures and paved areas that are to remain;
 16. Uniform Building Code occupancy group and construction type for all existing and proposed structures;
 17. Vicinity map inset showing the site's relationship to major highways, access roads, and cities. Paved roads both existing and proposed must be labeled or shown by heavy dark lines. Streets, alleys, and rights-of-ways providing legal access to the property must be indicated. A north arrow for the vicinity map inset is also required.
- D. In addition to the items listed for Category 1 proposals, applicants for Category 2 and Category 3 proposals must submit a PAR exhibit containing the following additional items:
1. Contour lines showing the existing topography of the property, with the source(s) of the contour lines identified. When adjacent property is unimproved or vacant, the contour lines must extend sufficiently beyond

the boundaries of the subject property to include land needed for off-site improvements such as roads, channels, or manufactured slopes. When adjacent property is not unimproved or vacant, contour lines need only extend enough beyond the boundaries of the subject property to determine compatibility with adjacent property. Maximum contour interval should be five feet with no less than two contour lines provided on any application. Flood control district and Transportation Department base maps are acceptable sources of information. Topography from U.S.G.S. maps may be used only when more detailed information is not available. Additional topography may be required if deemed necessary;

2. FEMA mapped floodplains and floodways including zone designations;
3. The above and below ground location(s) and amount(s) of flammable/combustible liquids and waste oil;
4. For land divisions:
 - a. Proposed lot lines and approximate lot dimensions, or
 - b. Proposed boundary lines and approximate dimensions for each lot or space in the case of mobile homes or recreational vehicles.

The exact dimensions of each lot, space or site are unnecessary. For example, although there may be some variation in size and/or shape, if most lots are expected to be a 60-foot-wide and 100-foot-deep rectangle, then all lots may be represented this way on the PAR exhibit;

5. If the project is within a specific plan, the specific plan planning area number and the land use designation of the subject property and all surrounding property;
6. For condominiums, mobile home parks, or recreational vehicle parks:
 - a. Number each condominium, mobile home, or recreational vehicle space and indicate the total number of each type of unit, lot or space,
 - b. Delineate common areas, open space, and recreational areas. For each area, give its dimensions, acreage, any proposed uses, and the name of the proposed owner(s) or entity(ies) who will maintain it.

The exact dimensions of each lot, space or site are unnecessary. For example, although there may be some variation in size and/or shape, if most lots are expected to be a 60-foot-wide and 100-foot-deep rectangle, then all lots may be represented this way on the PAR exhibit;

7. As required by Title 16, a restricted single-family residential subdivision (i.e., R-2 zone), shall provide the following: building footprints, floor plan assignments, proposed setbacks, pad elevations, street grades, and all cut and fill slopes in excess of one foot in vertical height.

17.214.040 Procedures.

Once the Planning Director determines that a PAR application is complete, the Planning Director shall:

- A. Notify affected City departments and agencies and affected special districts that the applicant has submitted a PAR application;
- B. Conduct a PAR session concerning the development proposal at the next regularly scheduled review session occurring after the affected departments, agencies and special districts have had at least two weeks to review the proposal. The applicant and a representative from each affected department, agency and special district (hereinafter "staff") shall be present during the session and, if any such representative is not present, the City shall immediately refund to the applicant the full amount of the filing fee referenced in Section 17.214.030;
- C. Within three weeks after the PAR session, prepare and mail the applicant a PAR letter, described in Section 17.214.060, summarizing the requirements and recommendations of staff.

17.214.050 Pre-application review.

At the PAR session, the applicant shall present a brief overview of the development proposal. Staff shall be prepared to discuss the proposal in detail and to identify any major issues that may arise if the proposal is processed. The session shall be limited to one hour in duration. If additional time is required, this can be arranged at an additional cost to the applicant. If, at the end of the session, the status of some issues remain unresolved, staff shall identify those issues and/or include any additional recommendations or study requests in the applicant's PAR letter described in Section 17.68.060.

17.214.060 Pre-application review letter.

- A. The PAR letter shall contain staff comments on the applicant's development proposal, but shall not constitute or be considered approval of the development proposal. Although the content of the PAR letter will depend on the type of proposal, its proposed location, the background information provided by the applicant, and other factors, the letter shall generally provide the applicant with the following types of information:
 1. Any applications which must be filed to process the proposal as well as any timing requirements associated with filing such applications. Applications which may be required include but are not limited to the

following: General Plan amendments, specific plans, changes of zone, tract maps, and parcel maps;

2. Any special studies which must be filed to process the proposal as well as any timing requirements associated with filing such special studies. Special studies which may be required include but are not limited to the following: fiscal impact, service and infrastructure impact, private debt burden, biological, archeological, paleontological, geological, flood, traffic, slope stability and noise studies;
 3. Any special plans which must be filed to process the proposal. Special plans which may be required include but are not limited to the following: conceptual grading plans, detailed grading plans, stormwater pollution prevention plans, dust control plans, and area development plans;
 4. Current fees including but not limited to the following: application fees, mitigation fees (e.g., signal mitigation fees or area drainage fees), and special district fees administered by the City (e.g., road and bridge benefit district fees);
 5. Any major environmental issues associated with the proposal, including the possible need for an EIR subject to the anticipated environmental assessment;
 6. Any major design considerations associated with the proposal (e.g., internal drainage design or limitations on density);
 7. The availability of water, sewer, and fire flow rate;
 8. The concerns remaining for the proposal, if any;
 9. The changes that staff will require before making an approval recommendation, or a statement that an approval recommendation will not be made given the proposal's present configuration;
 10. Findings required for the necessary permit or approval.
- B. No issues other than those identified in the PAR letter shall be raised by staff during processing of the development proposal. The PAR letter shall be valid for two years from the date thereof, unless a shorter period is specified in the letter.
- C. Where the Planning Director subsequently determines, however, that conditions have changed or that the existing information does not fully address all significant concerns, staff may require an additional study or studies not specified in the PAR letter. Similarly, City and special district policies may

change during the letter's two-year life, and policy recommendations, which were valid when the letter was issued, may or may not be valid when the development proposal is filed and processed. In such cases, the development application will be subject to City and special district policies in effect at the time of filing or hearing, whichever is appropriate. State and federal policies and laws unknown or not effective at the time of PAR may also affect the subsequent application.

- D. Notwithstanding the above, the PAR letter shall not in any manner whatsoever bind the appropriate hearing officer or body and shall not preclude such hearing officer or body from requiring additional information or studies or from making additional recommendations in the course of the decision-making process.

17.214.070 Revisions.

The PAR letter shall apply to the development proposal described in the PAR application and discussed at the PAR session. Substantial revisions to the proposal after issuance of the PAR letter which do not conform to the comments of the letter shall invalidate the letter. To process a substantially revised proposal, a new PAR application and a new application fee will be required of the applicant. For purposes of this section, the Planning Director shall determine whether or not revisions made are substantial.”

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. PUBLICATION.

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

SECTION 7. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance

to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this _____ day of _____, 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 #3.1
GENERAL BUSINESS
Meeting Date: March 9, 2016

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Grand Avenue Bike and Multi-purpose Trail Improvements Agreement with South Coast Air Quality Management District

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council approve the agreement with the South Coast Air Quality Management District (SCAQMD) for partial funding of bike lanes on Grand Avenue.

BACKGROUND

The City applied for a grant from SCAQMD for bike lanes on Grand Avenue. SCAQMD granted an award of \$500,000. Attachment A includes the agreement between SCAQMD and the City to receive these funds.

Attachment B includes a slide presentation shared with the public on December 8, 2015. City Council requested Staff present the slides at a regular City Council meeting.

FISCAL IMPACT

Execution of the SCAQMD agreement provides funding towards the bike lane portion of the Grand Avenue Bike Lane and Multi-purpose Trail project.

Submitted by:
Daniel A. York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS

- A. MSRC Agreement
- B. Presentation

ATTACHMENT A



AB 2766/MSRC LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of Wildomar (hereinafter referred to as "CONTRACTOR") whose address is 23873 Clinton Keith Road, Suite 201, Wildomar, California 92595.

2. RECITALS
 - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Match Program Application/Proposal dated August 7, 2015.
 - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

3. DMV FEES - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.

4. AUDIT AND RECORDS RETENTION
 - A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
 - B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. TERM - The term of this Contract is for nineteen (19) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.
6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
8. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
9. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and

understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

10. INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:
- A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
 - B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
 - C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.
11. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.
12. PAYMENT
- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of Five Hundred Thousand Dollars (\$500,000) in accordance with Attachment 2 – Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
 - B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
 - C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.

- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
 3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
13. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
14. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
 - C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate

total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

15. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: cravenstein@aqmd.gov

CONTRACTOR:
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attn: Daniel York, email: DYork@CityofWildomar.org

16. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.
17. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.
18. OWNERSHIP - Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.

19. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
20. CITIZENSHIP AND ALIEN STATUS
- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.
21. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
22. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.
23. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
24. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.
25. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not

affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

26. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
27. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
28. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
29. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.
30. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.
31. PREVAILING WAGES - CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq., and the compliance monitoring and enforcement of such requirements by the Department of Industrial Relations ("DIR"). CONTRACTOR and all of CONTRACTOR's subcontractors must comply with the California Public Works Contractor Registration Program and must be registered with the DIR to participate in public works projects. CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. Proof of compliance with these requirements must be provided to SCAQMD upon request. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
32. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.

33. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF WILDOMAR

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____
Name:
Title:

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: Barbara Baud

//MSRC Master Boilerplate
Revised December 16, 2014

**Attachment 1
Statement of Work
City of Wildomar
Contract Number ML16035**

1. Project

The City of Wildomar (hereinafter referred to as “CONTRACTOR”) is to install Class II bicycle lane (striped lane for one-way bicycle travel adjacent to auto travel lanes) improvements along approximately 5.2 miles of roadway. Lanes are to be constructed on both sides of the following roadway locations within the City of Wildomar:

- A. Grand Avenue from Pasadena Street to Clinton Keith Road; and
- B. Clinton Keith Road from Grand Avenue to George Avenue.

A map of the relevant roadways is provided in Attachment 3 – Supporting Documentation. CONTRACTOR shall be reimbursed according to Attachment 2 - Payment Schedule.

Before commencing construction, CONTRACTOR is to collect counts of bicycle usage within the project limits. At a minimum, counts shall be conducted in one location on two separate days of the week, for at least two hours each day. Following completion of construction, CONTRACTOR shall collect counts of bicycle usage at the same location on the same days of the week, as in the pre-construction survey.

2. Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC’s co-funding of the bicycle lane improvements. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until all bicycle lane improvements are complete, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, results of pre- and post-construction bicycle counts, and impact of project on future bicycle transportation projects.

**Attachment 1
Statement of Work
City of Wildomar
Contract Number ML16035**

4. Project Schedule

CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
Collect pre-project counts	Month 3
Submit Public Outreach Plan	Month 7
Acquire Right of Way and complete environmental documentation	Month 8
Enter contract with construction contractor	Month 11
Complete construction	Month 14
Implement Public Outreach Plan	Month 16
Quarterly reports	Months 4, 7, 10, and 13
Final Report including post-project counts	Month 17

**Attachment 2
Payment Schedule
City of Wildomar
Contract Number ML16035**

Cost Breakdown

Purchase Category	Maximum AB2766 Discretionary Funds payable under this Contract	CONTRACTOR AB2766 Subvention Funds Applied	Other Funds Applied to Match	Additional Project Co-Funding (not matched)	Total Cost
Bicycle lane improvements	\$500,000	\$30,000	\$500,000	\$871,340	<u>\$1,901,340</u>

No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachment 1 is completed and proof of completion is provided to SCAQMD. If the project described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include:

- Representative photos;
- a report signed by a responsible official certifying that the bicycle lanes have been completed as described in Attachment 1; and
- invoice(s) from subcontractor(s) performing the construction.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis, so that the amount reimbursed to CONTRACTOR shall not exceed the actual amount of Subvention funds plus other funds applied.

Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.

**Attachment 3
Supporting Documentation
City of Wildomar
Contract Number ML16035**

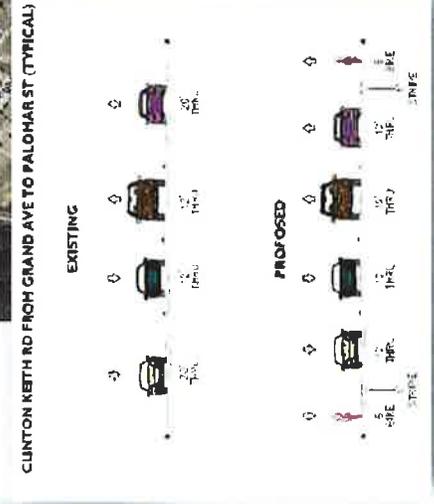
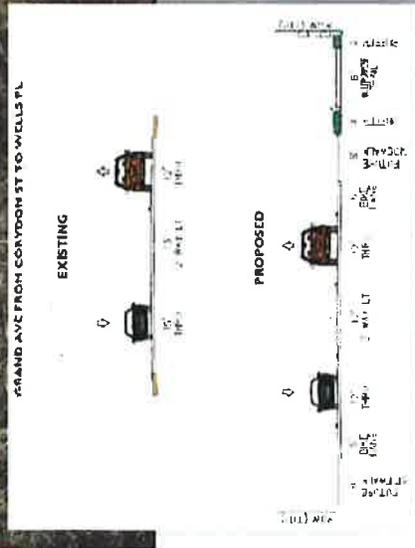
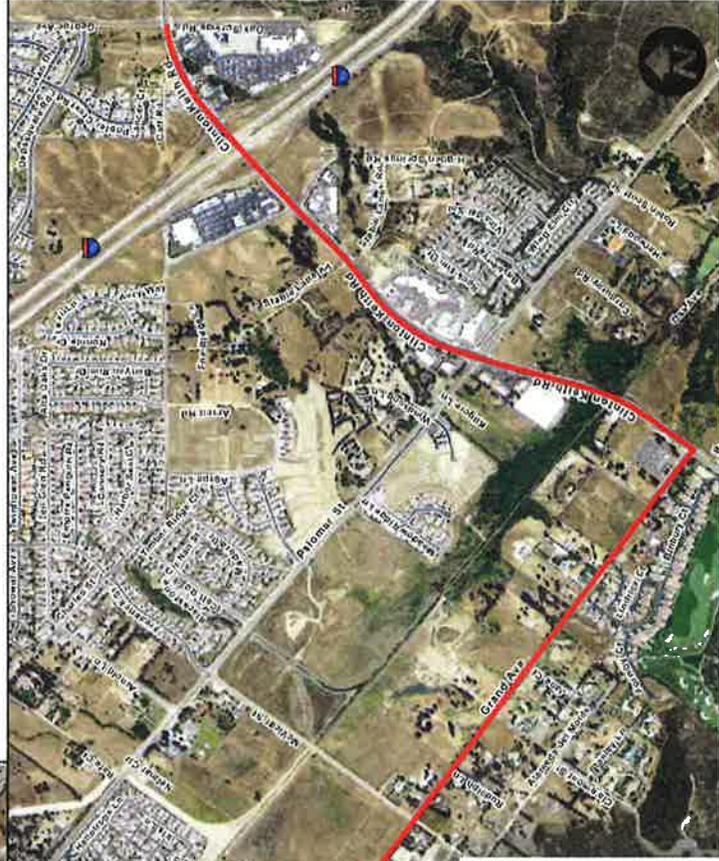
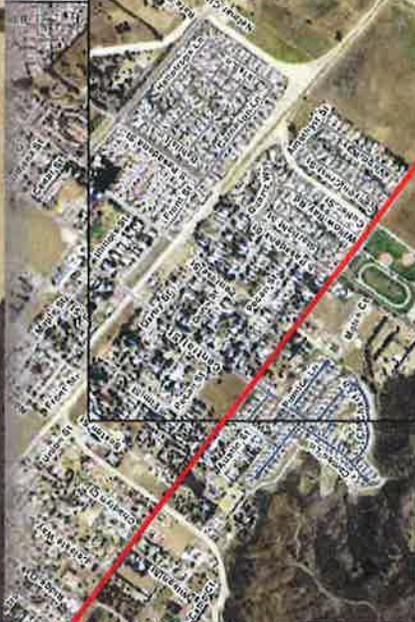
The supporting documents attached hereto as Attachment 3 represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the SCAQMD or granting any rights to third parties against the SCAQMD.

1. Map of Project Roadways



**Wildomar Non-Motorized
Transportation Improvement Project
Along Grand Avenue and Clinton Keith Rd**

Figure 2. Project Description



Legend

Project Limits (5.2 Miles)

ATTACHMENT B



City of Wildomar

Grand Avenue Bike Lane Improvements and Multipurpose Trail Project

Public Meeting



Presentation Overview

- **Better Active Transportation**
- **Best Practices and Innovation**
- **Project Overview**
- **Project Funding**
- **Existing Conditions**
- **Proposed Features**
- **Project Schedule**



Rationale For Better Active Transportation

WALKABLE, BIKABLE, TRANSIT-ORIENTED COMMUNITIES ARE ASSOCIATED WITH HEALTHIER POPULATIONS THAT HAVE:



IMPROVED
MOBILITY FOR
NON-DRIVERS



LOWER RATES
OF TRAFFIC
INJURIES



LESS AIR
POLLUTION



ECONOMIC
DEVELOPMENT



SAFETY



MORE
PHYSICAL
ACTIVITY



LOWER
BODY
WEIGHT

Best Practices and Innovation

Promote Active Modes of Transportation



Roundabout



Photo Credit: MIG

Median Treatments



Bike Boulevard



Cycle Track



Protected Bikeway



Mini Roundabout

Project Overview

5 Miles of Bike Lanes and 3.7 Miles of Multipurpose Trail

Within 1 mile:

3

Schools

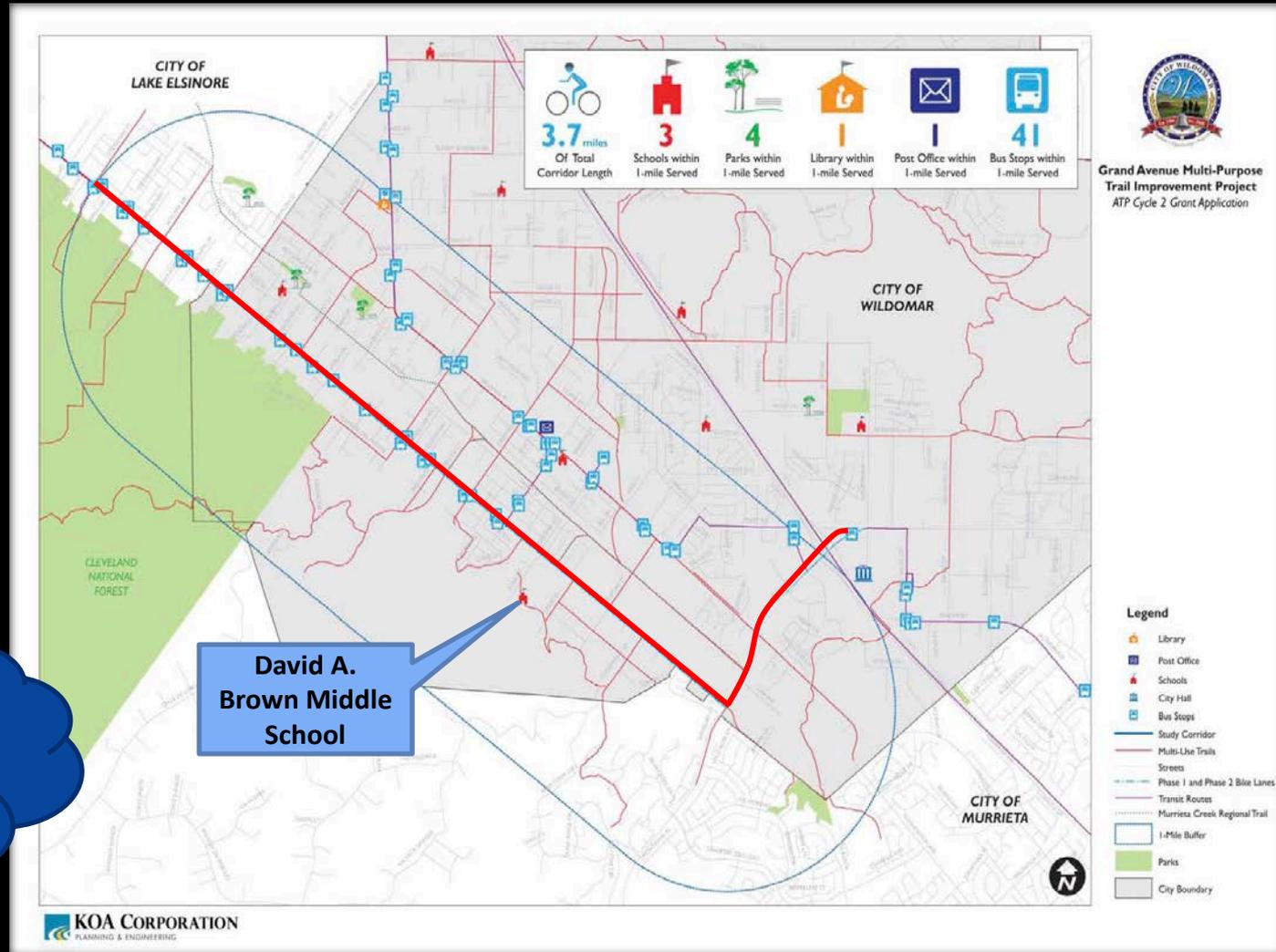
4

Parks

41

Bus Stops

Regional
Connectivity



Project Funding

\$1.4M

CMAQ – Congestion Mitigation and Air Quality

\$1.2M

ATP – Active Transportation Program

\$226k

SB821 – Bicycle and Pedestrian Facilities Program

\$500k

MSRC – Mobile Source Air Pollution Reduction Committee



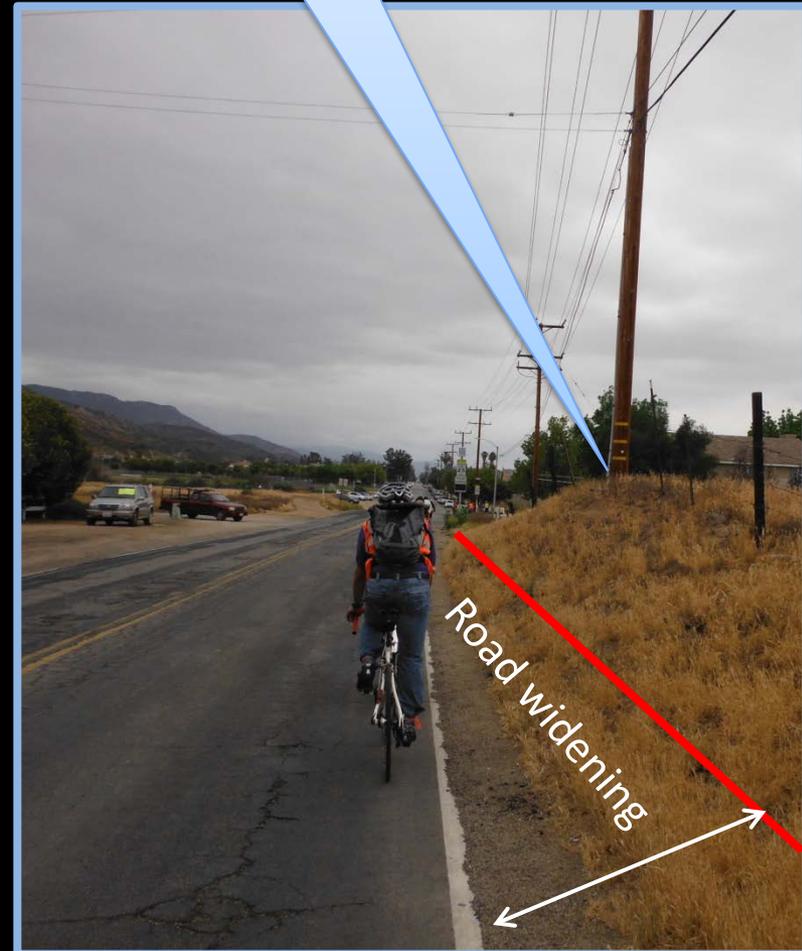
Existing Conditions



Encroaching
property
fences



Existing power
poles



Road widening

Existing Conditions

Existing Mailboxes



Existing storm channel



Dangerous weaving area for bicyclists



Existing Roadway Alignment

Proposed Features

Shared-Use Path

I can't keep up!!

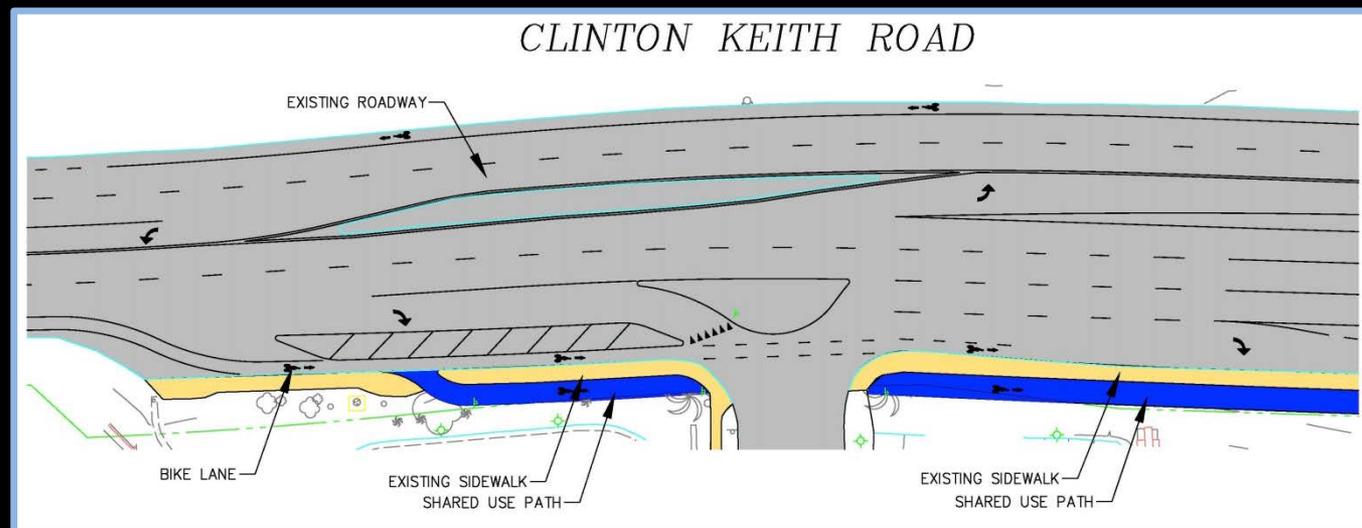


Falling behind from the group



Proposed Locations

- In front of 'The Shops at Clinton Keith'
- Before the SB I-15 on-ramp
- Before the NB I-15 on-ramp



Proposed Features

Traffic Calming and Bicycle Safety Treatments

Proposed Roundabout at Grand Ave and Sheila Ln



High visibility paint for increased safety



Sample Roundabout – Lindsay, CA

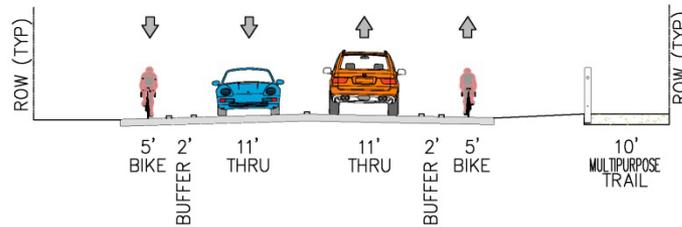
Green paint in weaving areas



Proposed Features

Typical Section along Grand Avenue

Typical Proposed Cross Section



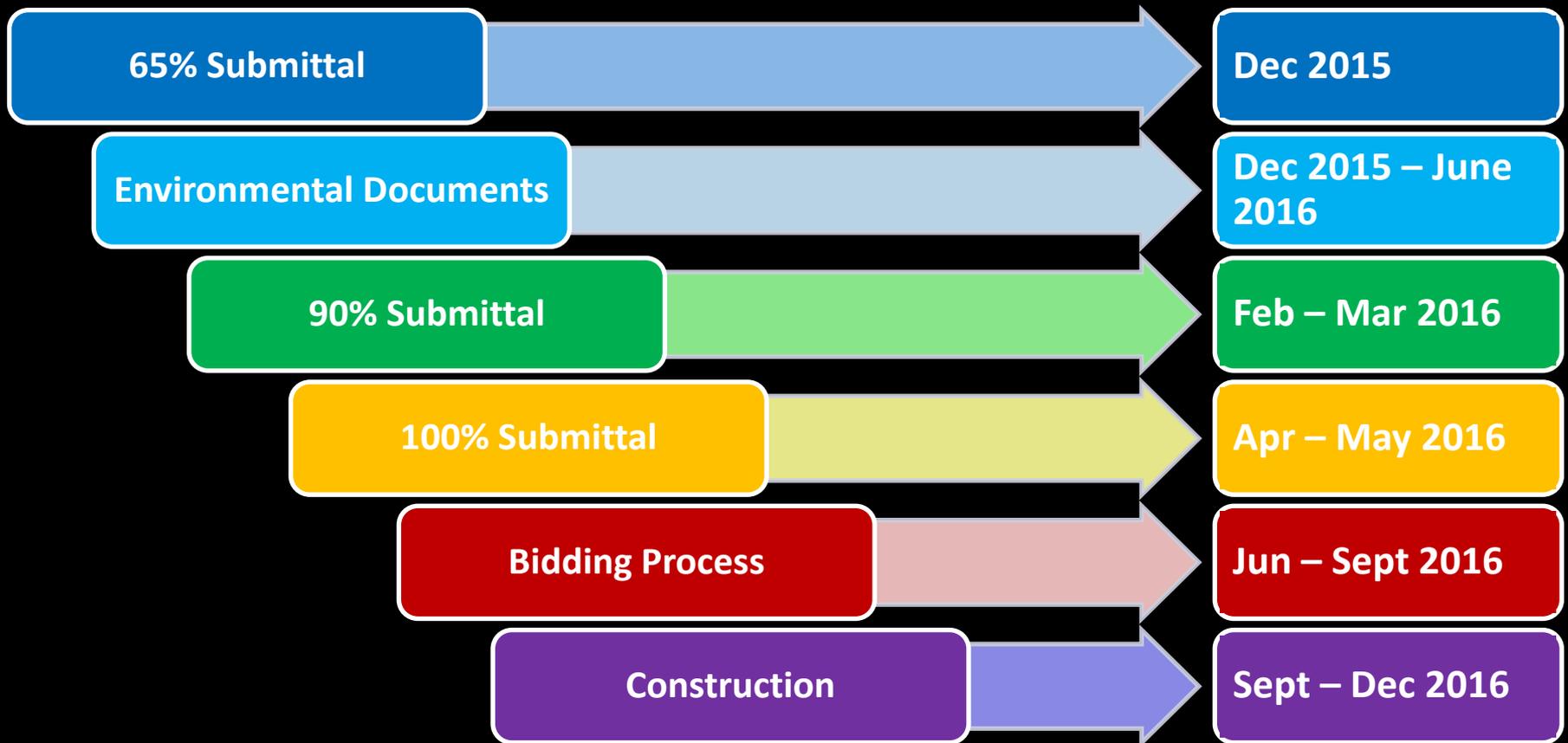
Property fences
relocated to City R/W

Narrow travel lanes
with buffered bike
lanes



Project Schedule

Tentative Schedule as of December 8, 2015



The image features a central graphic element consisting of a rounded square with a white border. The interior of the square has a blue gradient background with faint, abstract patterns of light rays and dots. In the center of this square, the text "Q&A" is displayed in a white, serif font. The "Q" is the largest character, followed by the ampersand "&" and the "A".

Q&A

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: March 9, 2016

TO: Mayor and City Council Members
FROM: Janet Morales, Senior Administrative Analyst
SUBJECT: WRCOG BEYOND Framework Fund Program

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council accept \$39,814 in grant funding from the Western Riverside County of Governments (WRCOG) and authorize the City Manager to execute the BEYOND Framework Fund Program Funding Agreement.

BACKGROUND/DISCUSSION:

In 2015, WRCOG launched the BEYOND Framework Fund Program, to provide local assistance funding to help its member agencies develop and implement plans and programs that can improve the quality of life in Western Riverside County. BEYOND projects address critical growth components such as economic development, water, education, environment, energy, health, and transportation. Of the \$1.8 million that was allocated amongst all the agencies, the City of Wildomar's proration was \$39,814.

Program funding can be used towards developing plans or implementing projects that meet the Economic Development and Sustainability Framework Goals. The City received approval on February 11th, 2016 to implement the following projects:

- A. Enhance the current website or build a new website that is more stable, easily updated, informative, user and environmentally friendly, has the capacity to provide instant updates and enhanced automated services than are currently available.
- B. Replace the current server which will expand our data storage capacity for even more online features.
- C. Implement accounts receivable module to increase online payment capacity and reduce trips to City Hall.

Funding is a non-matching 100 % reimbursable grant. The Project must be completed within 18 months of the signed agreement.

FISCAL IMPACTS:

None at this time.

Submitted By:
Janet Morales
Administrative Analyst

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

BEYOND Framework Fund Agreement

Attachment A

BEYOND Framework Fund Agreement

For Public Agency Use Only

**BEYOND FRAMEWORK FUND PROGRAM FUNDING AGREEMENT
[INSERT PROJECT NAME]**

THIS FUNDING AGREEMENT (“Agreement”) is entered into as of this 9th day of March, 2016, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and The City of Wildomar (“AGENCY”)**]. WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the BEYOND Framework Fund Program, an economic development and sustainability local assistance funding program intended to help WRCOG member agencies develop and implement plans and programs that can improve the quality of life in Western Riverside County by addressing critical growth components such as economy, water, education, environment, health, and transportation (“BEYOND”).

B. For Round I of BEYOND, which launched in Fiscal Year 2015/2016, WRCOG has allocated one million eight-hundred thousand dollars (\$1,800,000) for use by WRCOG member agencies through BEYOND (“Program Funds”). Funding allocations for Round I to each member agency are listed in Exhibit “A” attached hereto and incorporated herein by reference.

C. WRCOG member agencies shall use these funds in any of the following manners: (1) to develop plans and/or implement projects consistent with WRCOG’s Economic Development and Sustainability Framework Goals; (2) to provide a match for grants and other funding opportunities consistent with WRCOG’s Economic Development and Sustainability Framework Goals; or (3) to pool resources with other member agencies for larger projects consistent with WRCOG’s Economic Development and Sustainability Framework Goals.

D. WRCOG has reviewed and approved the application submitted by the AGENCY for use of Program Funds to implement a project that is consistent with WRCOG’s Economic Development and Sustainability Framework Goals, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release Program Funds to the AGENCY.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Project. This Agreement is intended to distribute Program Funds to the AGENCY for Website Update, (the “Project”). The Work, including a project schedule and a detailed scope of work, is more fully described in Exhibit “B” attached hereto and incorporated herein by reference (“Scope of Work”) and, pursuant to Section 18 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The Scope of Work shall also include the stated purpose(s) for which the Program Funds shall be used, and such stated

For Public Agency Use Only

purpose(s) shall be consistent with WRCOG's Economic Development and Sustainability Framework Goals set forth in Exhibit "C" attached hereto and incorporated herein by reference.

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed THIRTY NINE THOUSAND EIGHT HUNDRED FOURTEEN DOLLARS (\$39,814.00), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute Program Funds in excess of the maximum allocation identified in Exhibit "A". The Parties also acknowledge and agree that if the AGENCY does not use or need all of the funding allocated to the AGENCY for Round I, WRCOG is neither obligated nor required to distribute those remaining unused funds to the AGENCY during the next cycle, unless the Project is a multi-year effort, approved by WRCOG.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, among others, provided that such items are included in the Scope of Work attached hereto as Exhibit "B": (1) AGENCY and/or consultant costs associated with direct Project coordination and support such as staff time (including interns) and overhead (which may not exceed 25% of the Funding Amount); (2) Project materials; (3) events, workshops, and fairs; and (4) matches for grant applications when the Project meets at least one goal contained in WRCOG's Economic Development and Sustainability Framework Goals. The AGENCY's use of Program Funds to pay for the Total Project Cost shall be solely for the stated purpose(s) listed in the Scope of Work. **In advance of incurring Project costs to be covered by Program Funds, WRCOG strongly encourages the AGENCY to contact WRCOG staff to confirm that those Project costs are eligible Project costs.**

4. Ineligible Project Costs. The Total Project Cost shall not include expenses for items of work not included within, or for purposes other than those listed in, the Scope of Work, which shall be borne solely by the AGENCY without reimbursement.

5. Procedures for Distribution of Program Funds to AGENCY.

a. Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. When submitting an invoice, AGENCY shall indicate the general cost categories for which Program Funds are being used (e.g., labor, material, overhead, consultant, etc.) Documents evidencing the AGENCY'S payment of the invoices shall be retained for three (3) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly. AGENCY may use the template invoice attached hereto as Exhibit "D" attached hereto and incorporated herein by reference.

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b. Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days after receipt by WRCOG of an invoice. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute, and payment for that disputed amount will be withheld, without interest, pending resolution of the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Administration & Finance Committee, provided the AGENCY submits its request for appeal to WRCOG's Administration & Finance Committee within thirty (30) days of the meet and confer process. The WRCOG Administration & Finance Committee shall provide its recommendation in writing to the full WRCOG Executive Committee, which shall then decide whether the disputed amount is eligible for reimbursement by WRCOG. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "E", attached hereto and incorporated herein by reference.

c. Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Total Project Cost, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within thirty (30) days of notification by WRCOG. The determination of whether WRCOG has provided reimbursement of ineligible Project costs shall be at the sole discretion of WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional Program Funds by a written amendment to this Agreement approved by WRCOG's Executive Director. In no case shall the amount of Program Funds allocated to the AGENCY for the Project in Round I exceed the maximum funding allocation for the AGENCY, as listed in Exhibit "A". No such increased funding shall be expended to pay for any Project already completed.

7. Transfer of Program Funds to Another Entity. The AGENCY may not transfer or give Program Funds to another individual, entity, agency, or organization without the express written approval of WRCOG, provided that such approval shall be at the sole discretion of WRCOG.

8. IF THE AGENCY INTENDS TO USE PROGRAM FUNDS AS MATCHING FUNDS FOR A GRANT OPPORTUNITY, THE AGENCY MUST INDICATE AN ALTERNATIVE USE OF THE PROGRAM FUNDS IN THE EVENT THE GRANT APPLICATION IS UNSUCCESSFUL. Prior to the use of Program Funds for the Alternative Project, AGENCY shall submit and obtain WRCOG's approval of, pursuant to Section 18 of this Agreement, a revised Exhibit "B" containing the scope of work for the Alternative Project.

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9. Term/Completion Report. The term of this Agreement shall be from the date first herein above written until August 31, 2017, **[THE PROJECT MUST BE COMPLETED BY JULY 31, 2017, UNLESS APPROVED AS A MULTI-YEAR PROJECT]**, unless this Agreement is terminated pursuant to Section 13. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement. Within 30 days of the completion of the Project, the AGENCY shall submit a final progress report (to be provided under separate cover) to WRCOG, providing the following information: description of Project outcomes, lessons learned, deliverables, summary of financials, and any other information as requested by WRCOG.

10. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates Gary Nordquist, City Manager, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

11. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

12. Review of Services/Progress Reports. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

13. Termination.

a. Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

b. Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute Program Funds to the AGENCY in an amount equal to the aggregate total of all unpaid invoices which have been received from the

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AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which Program Funds have been provided.

c. Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

14. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

15. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project. The AGENCY, however, must submit to WRCOG at least two progress reports annually, regardless of whether WRCOG makes requests for such reports.

16. Indemnification.

a. AGENCY Responsibilities. In addition to the indemnification required under Section 14, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors.

b. WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in

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defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

c. Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

17. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

i. Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

ii. Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

iii. Contain standard separation of insured provisions.

b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

c. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

18. Project Amendments. Any changes to the Scope of Work or the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG shall: (a) be requested in writing by the AGENCY and subject to the approval of

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WRCOG's Representative, provided that such approval shall be in the sole discretion of WRCOG's Representative, and (b) require an amendment to this Agreement in accordance with Section 30.

19. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

20. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

21. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

22. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

24. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

25. Time of Essence. Time is of the essence for each and every provision of this Agreement.

26. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

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27. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

28. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Project. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; “CEQA”) and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

29. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Wildomar
23873 Clinton Keith Road Ste. 201
Wildomar, CA 92595
Attention: Janet Morales, Senior Administrative Analyst
Telephone: (951) 677-7751
Facsimile: (951) 698-1463

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Jennifer Ward, Director of Government Relations
Telephone: (951) 955-0186
Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

30. Integration; Amendment. This Agreement contains the entire agreement between the Parties. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the Parties.

31. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

32. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms

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and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

33. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

34. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

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

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF WILDOMAR

By: _____ Date: _____
Rick Bishop
Executive Director

By: _____ Date: _____
Gary Nordquist
City Manager

Approved to Form:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

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EXHIBIT "A"**MEMBER AGENCY FUNDING ALLOCATION****Round I**

Member Agency	Total Funds
City of Banning	\$39,300
City of Calimesa	\$36,177
City of Canyon Lake	\$36,537
City of Corona	\$147,600
City of Eastvale	\$83,549
City of Hemet	\$86,597
City of Jurupa Valley	\$88,942
<i>Project 1</i>	<i>\$20,000</i>
<i>Project 2</i>	<i>\$20,000</i>
<i>Project 3</i>	<i>\$28,942</i>
<i>Project 4</i>	<i>\$20,000</i>
City of Lake Elsinore	\$83,238
City of Menifee	\$87,039
City of Moreno Valley	\$153,294
City of Murrieta	\$140,126
City of Norco	\$38,650
City of Perris	\$85,280
<i>Project 1</i>	<i>\$42,640</i>
<i>Project 2</i>	<i>\$42,640</i>
City of Riverside	\$169,740
City of San Jacinto	\$41,471
City of Temecula	\$140,357
<i>Project 1</i>	<i>\$2,500</i>
<i>Project 2</i>	<i>\$15,000</i>
<i>Project 3</i>	<i>\$15,000</i>
<i>Project 4</i>	<i>\$20,000</i>
<i>Project 5</i>	<i>\$72,857</i>
<i>Project 6</i>	<i>\$15,000</i>
City of Wildomar	\$39,814
County of Riverside	\$161,402
<i>Project 1</i>	<i>\$136,402</i>
<i>Project 2</i>	<i>\$25,000</i>
Eastern Municipal Water District	\$35,000
<i>Project 1</i>	<i>\$20,000</i>
<i>Project 2</i>	<i>\$15,000</i>
Western Municipal Water District	\$35,000
<i>Project 1</i>	<i>\$20,000</i>
<i>Project 2</i>	<i>\$15,000</i>
Riverside County Superintendent of Schools	\$35,000
Morongo Band of Mission Indians	\$35,000

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EXHIBIT “B”

SCOPE OF WORK

SCOPE OF WORK:

Scope of Work

- a. Enhance the current website or build a new website that is more stable, easily updated, informative, user and environmentally friendly and that also has the capacity to provide instant updates from the city and that has more automated services than are currently available.
- b. Upgrade or replace the current server using technical consultants to build and implement a more stable, less vulnerable and completely integrated system which will also expand our data storage capacity to better utilize the existing and proposed new Eden system(s) for even more online features.
- c. Increase our online capability by adding another Eden module for Online Business Licensing.

Budget

\$39,814.00	DRAFT ELIGIBLE EXPENSE	AMOUNT
\$39,814.00	Staff time and overhead/administration	\$ -
\$18,087.58	Consultant services - AWAITING RFP (APPROXIMATE \$10,000.00 BUDGET)	\$ 21,726.42
\$10,700.00	Materials: SERVER	\$ 7,387.58
\$ -	Materials: EDEN - ACCOUNTS RECEIVABLE	\$ 10,700.00
\$ -	Events/workshops/fairs	\$ -
\$ -	Match funding for grant applications when the project can meet at least one goal contained in the framework	\$ -
\$ -	Indirect costs allocation plan	\$ -

Timeline

- a. March 15, 2016 Release RFP
- b. April 12, 2016 RFP Due
- c. May 11,, 2016 Send to Council for approval to award contract
- d. June 1, 2016 Project Implementation
- e. December 15, 2016 Project Complete

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EXHIBIT “C”**ECONOMIC DEVELOPMENT AND SUSTAINABILITY FRAMEWORK GOALS****Economic Development**

- Goal ED-1: Vision and Branding: A common understanding of, and unified voice for, economic development needs, services, assets, and challenges.
- Goal ED-2: Subregional Capacity Building: A diversified, robust, and well-known array of economic development service providers supporting the growth and expansion of local businesses.
- Goal ED-3: Economic Development Activities: Effective and coordinated local and regional economic development activities.

Education

- Goal E-1: New Partnerships: Unite with education and business leaders to increase the number of students who are college ready, enroll and graduate from college, and who achieve technical degrees that are in demand in Western Riverside County.
- Goal E-2: Education First Culture: Unite with education and business leaders to create an education first culture in Western Riverside County.
- Goal E-3: WRCOG Leadership: Integrate education into the WRCOG mission to improve partnerships between K–12 schools, colleges and universities, government, and businesses.

Health

- Goal H-1: Health Care Access: Facilitate the conditions needed for a growing, viable, and integrated health care system in Western Riverside County.
- Goal H-2: Health Care Workforce: Advocate for a trained, home-grown workforce to serve the healthcare needs of Western Riverside County.
- Goal H-3: Healthy Environment: Support efforts of local jurisdictions, business, and regional government to improve the health of our region’s environment.
- Goal H-4: Community Design: Facilitate local efforts to improve the opportunities and choices for a healthy and active lifestyle.
- Goal H-5: Implementation + Action: Facilitate local strategic planning that improves the health and wellness of residents and communities.

Transportation

- Goal T-1: Transportation Programs: Continue to address regional transportation needs through ongoing collaboration and program administration.
- Goal T-2: Vehicle Miles Traveled: Reduce vehicle miles traveled and improve mobility for pedestrians, transit users, and bicyclists.
- Goal T3: Goods Movement: Support efforts to improve the sustainable and efficient movement of goods through Western Riverside County.
- Goal T-4: Air Transportation: Maintain and improve air transportation access.

Water

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- Goal W-1: Agency Coordination: Advocate for and support regional, state, and federal initiatives pertinent to the mission of the Riverside County Water Task Force.
- Goal W-2: Water Reliability: Advocate for and support efforts of local water districts to ensure long-term reliability of water supply for Western Riverside County.
- Goal W-3: Water Quality: Preserve and improve regional water quality.
- Goal W-4: Water Efficiency: Serve as a communication link and information clearinghouse on water efficiency issues for the benefit of member agencies, businesses, and residents.

Energy / Environment

- Goal EE-1: Energy Efficiency Programs: Develop and support programs to reduce energy use and GHG emissions.
- Goal EE-2: Climate Action Planning: Provide assistance to the region on climate action planning and implementation.
- Goal EE-3: Air Quality Improvements: Partner with state and regional agencies to advocate and support efforts for cleaner air.
- Goal EE-4: Environment Conservation and Enhancement: Support regional plans and programs to maintain or improve the quality of the natural environment.
- Goal EE-5: Local Food Production: Advocate for and support regional efforts to maintain access to local food sources.

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EXHIBIT "D"

TEMPLATE INVOICE

<i>Member Agency</i>		<i>Invoice #:</i>
<i>Address</i>		<i>Date:</i>
<i>City, State, Zip Code</i>		
<i>Bill to: Western Riverside Council of Governments</i>		
<i>Attn: Ernie Reyna, Chief Financial Officer</i>		
<i>Purpose of Invoice: Beyond Initiative Expenses:</i>		
<i>List cost categories and itemizations here:</i>		
<i>Total Invoice Amount:</i>		\$
<i>Make check out to:</i>		
<p><u>Contact</u></p> <p><i>Name</i> <i>Rute Bishop</i></p> <p><i>Title:</i></p> <p><i>Phone:</i></p> <p><i>Email:</i></p>		

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Elements of Compensation**EXHIBIT “E”****PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES**

1. At least each quarter, and not more often than each month, the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding time period. The original invoice shall be submitted to WRCOG’s Chief Financial Officer. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “E-1”.
2. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 10th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
3. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. All documentation from the AGENCY’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “E-2”.
4. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “E” and its attachment.
5. Charges for each task and milestone listed in Exhibit “B” shall be listed separately in the invoice.

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EXHIBIT "E-1"
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Director of Government Relations
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the [PROJECT NAME] per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

By: _____
Name
Title

cc:

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: March 9, 2016

TO: Mayor and City Council Members
FROM: Dan York, Assistant City Manager
SUBJECT: Fire Station #61 Grant Deed Acceptance

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, ACCEPTING A GRANT DEED FROM THE COUNTY OF RIVERSIDE
FOR FIRE STATION #61, ENCOMPASSING COUNTY ASSESSOR'S PARCEL 368-
093-008 AND FINDING THE ACCEPTANCE OF THE GRANT DEED EXEMPT FROM
CEQA

DISCUSSION:

The County of Riverside offers the transfer of Fire Station #61, located at 32637 Gruwell Street, to the City of Wildomar. The Riverside County Fire Department will continue to operate the facility and there will be no change to current service levels provided to the community. The County of Riverside Board of Supervisors staff report and Resolution 2016-022 conveying the real property for Fire Station #61 is included as Attachment A.

The county provides fire services to the city through a co-operative agreement approved by the city council on June 24, 2015. Through the co-operative agreement the city is responsible to provide and maintain a fire station. Currently, the city reimburses the county for use of the existing station, repairs, and maintenance costs. The county invoices the city for the actual expenses plus a cost allocation for repairs and maintenance costs. If the city accepts the grant deed, the city will comply with the co-operative agreement by directly paying for the costs of repairs and maintenance less the county's cost allocation.

The Planning Commission adopted PC Resolution 2016-12 on February 3, 2016 recommending the City Council adopt an exemption in accordance with section 15061(B)(3) and 15301 of the California Environmental Quality Act (CEQA) making the findings that the acquisition of Fire Station #61 from the County of Riverside is

consistent with the Wildomar General Plan in accordance with Government Code Section 65402(A).

The city ordered a preliminary Title Report (Attachment B). The purpose of reviewing the title is to describe the land, identify current ownership and title interest, and identify any potential or existing defect, lien or encumbrance affecting the land. The preliminary title report revealed no evidence of concern pertaining to acceptance of the grant deed.

The city conducted a Phase I Environmental Site Assessment (ESA) (Attachment C). The purpose of conducting the ESA is to identify Recognized Environmental Conditions (RECs). A REC is the presence or likely presence of any hazardous substances or petroleum products: in, on, or at a property due to any release to the environment; under conditions indicative of a release to the environment; or, under conditions that pose a material threat of a future release to the environment. The Phase I ESA revealed no evidence of RECs in connection with the subject site.

FISCAL IMPACT:

Acceptance of the Grant Deed and direct payment of repair and maintenance costs are expected to be expenditure neutral compared to payment of County invoices for like services.

Submitted by:
Daniel A. York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- Resolution
 - Exhibit A – Grant Deed
- A. Board of Supervisors Report and Resolution
- B. Preliminary Title Report
- C. Phase I Environmental Site Assessment

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING A GRANT DEED FROM THE COUNTY OF RIVERSIDE FOR FIRE STATION #61, ENCOMPASSING COUNTY ASSESSOR'S PARCEL 368-093-008 AND FINDING THE ACCEPTANCE OF THE GRANT DEED EXEMPT FROM CEQA

WHEREAS, on February 09, 2016, the County of Riverside Board of Supervisors adopted Resolution Number 2016-022 titled Authorization to Convey Real Property to the City of Wildomar in the City of Wildomar, California Assessor's Parcel Number 368-093-008 by Grant Deed, and;

WHEREAS, the County Resolution authorizes the County to convey to the City of Wildomar the property known as APN 368-093-008 (the "Property"); and

WHEREAS, the Property consists of approximately 0.54 total acres and is intended to be used as a fire station, and

WHEREAS, City staff has performed a Due Diligence investigation and determined that the Property is suitable to be acquired for fire station use.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the City Council of the City of Wildomar, California as follows:

1. The City Council finds that the acceptance of the Property from the County is consistent with the City's General Plan Policy(ies) for Long-Range Fire Safety Planning; Disaster Preparedness, Response & Recovery; Critical Facilities and Lifelines; and, Public Information and Outreach.
2. The City Council finds and determines that the acceptance of the Property from the County is exempt from CEQA based on the recommendation of PC Resolution No. 2016-12 finding that there is no potential to cause a significant adverse impact on the environment (CEQA Guideline 15061(b)(3)). Further, as the Fire Station is an existing building/structure, the decision to accept the Grant Deed is also exempt (Section 15301, Existing Facility). The City Manager is authorized to cause a Notice of Exemption to be filed with the County Clerk-Recorder's Office.
3. The City Council accepts the Grant Deed by the County to the City for the Property attached hereto as Exhibit A, and;
4. The City Clerk shall return the original Grant Deed and this Resolution certified to the County of Riverside for recordation.

PASSED, APPROVED, AND ADOPTED this 9th day of March, 2016

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT A
GRANT DEED

Recorded at request of and return to:

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

FREE RECORDING
This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

CAO:ra/121515/029FR/18.009

(Space above this line reserved for Recorder's use)

PROJECT: City of Wildomar
Fire Station #61
APN: 368-093-008

GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Grants(s) to the City of Wildomar, a municipal corporation, the fee simple interest in real property in the City of Wildomar, County of Riverside, State of California, as more particularly described as:

See Exhibit "A" attached hereto
and made a part hereof

Dated: February 9, 2016

GRANTOR:

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: John J. Benoit
John J. Benoit, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

FEB 09 2016 310

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 February 9, 2016, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By. 
Deputy Clerk

(SEAL)

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Lots 13, 14 and 15 in Block 39 of T. Frames Addition of Wildomar, in the County of Riverside, State of California, as per map recorded in Book 1, Page 35 of Maps, in the Office of the County Recorder of San Diego County, California, together with at portion of the Southeast half of the alley coincident with said lots lying Northeast of the Northwesterly prolongation of the Southwest line of said Lot 13 and Southwest of the Northwesterly prolongation of the Northeast line of said Lot 15, said alley being vacated by Resolution of the Board of Supervisors of the County of Riverside, a certified copy of said resolution being recorded April 6, 1978, as Instrument No. 65718 of Official Records.

Assessor's Parcel No: 368-093-008

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.1
CONSENT CALENDAR
Meeting Date: March 9, 2016

TO: Chairman and Board of Trustees
FROM: James Riley, Finance Director
SUBJECT: Warrant Register

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 02-04-16, in the amount of \$42.72;
2. Warrant Register dated 02-11-2016, in the amount of \$4,179.59;
3. Warrant Register dated 02-18-2016, in the amount of \$741.50; &
4. Warrant Register dated 02-25-2016, in the amount of \$53.69.

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 FY 2015-16 Budget.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Voucher List 02/04/2016
Voucher List 02/11/2016
Voucher List 02/18/2016
Voucher List 02/25/2016

Voucher List
City of Wildomar

02/04/2016 2:10:09PM

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>
205753	2/4/2016	000367 CINTAS CORPORATION	55217613		STAFF UNIFORM MAINTENANCE	42.72

Total : 42.72

1 Vouchers for bank code : wf

Bank total : 42.72

1 Vouchers in this report

Total vouchers : 42.72

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205783	2/11/2016	000456 ABLE TREE SERVICE	366530 366531		PINE TREES TRIMMED 2/5/16 PINE TREES TRIMMED 2/8/16	1,000.00 1,000.00 Total : 2,000.00
205784	2/11/2016	000367 CINTAS CORPORATION	55220245		STAFF UNIFORM MAINTENANCE	42.72 Total : 42.72
205785	2/11/2016	000011 CR&R INC.	285196		FEB 2016 WASTE SERVICES - 3 YD COMMERCIA	129.54 Total : 129.54
205786	2/11/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER	7845699		12/14/15-1/14/16 CEMETERY WATER SERVICES	247.93 Total : 247.93
205787	2/11/2016	000379 HOME DEPOT CREDIT SERVICES	2011410		CEMETERY MAINTENANCE SUPPLIES	157.30 Total : 157.30
205788	2/11/2016	000631 LABOR READY	20575105 20597770		CEMETERY LABOR 1/16/16-1/22/16 CEMETERY LABOR 1/23/16-1/29/16	697.50 706.80 Total : 1,404.30
205789	2/11/2016	000215 THE PRESS-ENTERPRISE	20116		NEWSPAPER SUBSCRIPTION 26 WKS ENDING 7/2	79.05 Total : 79.05
205790	2/11/2016	000020 VERIZON	11916		CEMETERY VOICE/INTERNET SVC 1/19/16-2/18	118.75 Total : 118.75
8 Vouchers for bank code : wf						Bank total : 4,179.59
8 Vouchers in this report						Total vouchers : 4,179.59

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>
205819	2/18/2016	000367 CINTAS CORPORATION	55222902		STAFF UNIFORM MAINTENANCE	44.00
					Total :	44.00
205820	2/18/2016	000631 LABOR READY	20614711		CEMETERY LABOR 1/30/16-2/05/16	697.50
					Total :	697.50
2 Vouchers for bank code : wf						Bank total : 741.50
2 Vouchers in this report						Total vouchers : 741.50

Voucher List
City of Wildomar

02/25/2016 3:25:24PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
205821	2/25/2016	000367 CINTAS CORPORATION	55225548		STAFF UNIFORM MAINTENANCE	41.44	
					Total :	41.44	
205822	2/25/2016	000608 DEJONG, PETER	21116		CEMETERY DRINKING WATER	12.25	
					Total :	12.25	
2 Vouchers for bank code : wf						Bank total :	53.69
2 Vouchers in this report						Total vouchers :	53.69

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: March 09, 2016

TO: Mayor and City Council Members
FROM: James R. Riley, CPA, Finance Director
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Report for January, 2016.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of January, 2016.

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
January 2016**

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	\$ 124,796.33	\$ 124,796.33	\$ 124,796.33	100.00%	0	0.000%
TOTAL	\$ 124,796.33	\$ 124,796.33	\$ 124,796.33	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	\$ 122,550.22	\$ 2,246.11	\$ 0.00	\$ 124,796.33	0.000%
TOTAL	\$ 122,550.22	\$ 2,246.11	\$ 0.00	\$ 124,796.33	

TOTAL INVESTMENT	\$ 124,796.33
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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

James A. Riley, CPA
Finance Director

2/15/2016

Date

WILDOMAR CEMETERY DISTRICT— BOARD OF TRUSTEES
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: March 9, 2016

TO: Chair and Board of Trustees
FROM: Debbie A. Lee, Clerk of the Board
SUBJECT: Resolution Designating the Chair and Vice Chair of the District

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees adopt a Resolution entitled:

RESOLUTION NO. WCD2016 - 01

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT, DESIGNATING THAT THE MAYOR AND MAYOR PRO TEM OF THE WILDOMAR CITY COUNCIL SHALL AUTOMATICALLY SERVE AS THE CHAIR AND VICE CHAIR OF THE WILDOMAR CEMETERY DISTRICT

DISCUSSION:

On November 9, 2011, the Wildomar City Council adopted a Resolution accepting the Wildomar Cemetery District as a subsidiary district of the City. This Resolution also stated that the Wildomar City Council shall serve as the Board of Trustees of the District. At the first meeting of the Cemetery District Board immediately thereafter, the Board voted for the Mayor and Mayor Pro Tem to serve as the Chair and the Vice-Chair of the Board.

On December 14, 2011, the Board of Trustees approved a Policies and Procedures Manual, which stated that the Chair and the Vice Chair of the Board of Trustees of the District shall be selected from the membership of the Board of Trustees. Since these policies were adopted, the Mayor and Mayor Pro Tem have automatically served as the Chair and Vice Chair. Therefore, for consistency and clarity, staff recommends that the Board adopt the attached Resolution, which formally adopts the practice of having the Mayor and Mayor Pro Tem of the City automatically serve in the positions of Chair and Vice Chair of the District.

FISCAL IMPACT:

None.

Submitted by:
Debbie Lee
Clerk of the Board

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:
Resolution

RESOLUTION NO. WCD2016 - 01
A RESOLUTION OF THE BOARD OF TRUSTEES OF
THE WILDOMAR CEMETERY DISTRICT,
DESIGNATING THAT THE MAYOR AND MAYOR PRO
TEM OF THE WILDOMAR CITY COUNCIL SHALL
AUTOMATICALLY SERVE AS THE CHAIR AND VICE
CHAIR OF THE WILDOMAR CEMETERY DISTRICT

WHEREAS, the Wildomar City Council adopted a resolution on November 9, 2011 accepting the Wildomar Cemetery District (the "District") as a subsidiary district and approving the Plan of Services as approved by LAFCO; and

WHEREAS, the resolution approved on November 9, 2011 also stated that the Wildomar City Council shall serve as the Board of Trustees of the District; and

WHEREAS, the Board of Trustees of the District approved a Policies and Procedures Manual on December 14, 2011, which stated that the Chairman and the Vice Chairman of the Board of Trustees of the District shall be selected from the membership of the Board of Trustees; and

WHEREAS, the Mayor and Mayor Pro Tem of the City have been serving as the Chair and Vice Chair of the Board of Trustees of the District since the District adopted the Policies and Procedures Manual; and

WHEREAS, for consistency and clarity, the Board now seeks to formally designate the assignment of the positions of Chairman and Vice Chairman of the District.

NOW, THEREFORE, BE IT RESOLVED as follows:

A. The above recitals are true and correct.

B. The Board of Trustees of the Wildomar Cemetery District hereby designates that the Mayor of the City of Wildomar shall automatically serve as the Chairman of the District, and the Mayor Pro Tem of the City of Wildomar shall automatically serve as the Vice Chairman of the District.

PASSED, APPROVED AND ADOPTED this 9th day of March, 2016.

Bridgette Moore
Chair

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
District Counsel

Debbie A. Lee, CMC
City Clerk