

CITY OF WILDOMAR CITY COUNCIL  
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

MARCH 13, 2013  
Council Chambers  
23873 Clinton Keith Road



Timothy Walker, Mayor/Chairman  
Marsha Swanson, Mayor Pro Tem/Vice-Chairman  
Ben Benoit, Council Member/Trustee  
Bob Cashman, Council Member/Trustee  
Bridgette Moore, 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 13, 2013**

**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](http://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)(1) to confer with legal counsel with regard to the following matter of pending litigation: Parra v. Empire Transportation, Inc., et al; Riverside Superior Court Case Number RIC1212172.
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: Martha Bridges and John Burkett v. City of Wildomar; Riverside Superior Court Case No. RIC1216373.
3. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation. Title: City Manager.

**ANNOUNCEMENT**

**ADJOURN CLOSED SESSION**

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

### **ROLL CALL**

### **FLAG SALUTE**

### **PRESENTATIONS**

Clinton Keith Interchange Construction Project Update

Fire Department Update

Police Department Update & Presentation

### **PUBLIC COMMENTS**

This is the time when the City Council receives general public comments regarding any items or matters within the jurisdiction of the City Council 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 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 open session agenda item, 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 the desire of the City Council, the agenda can be reordered at this time.

## **1.0 CONSENT CALENDAR**

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

### **1.1 Reading of Ordinances**

**RECOMMENDATION:** Approve the reading by title only of all ordinances.

### **1.2 Warrant & Payroll Registers**

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

1. Warrant Register dated 02-07-13 in the amount of \$116,813.62;
2. Warrant Register dated 02-14-13 in the amount of \$2,043,206.76;
3. Warrant Register dated 02-21-13 in the amount of \$492,221.44;
4. Warrant Register dated 02-28-13 in the amount of \$134,427.70; &
5. Payroll Register dated 02-06-13 in the amount of \$49,646.86.

### **1.3 Treasurer's Report**

**RECOMMENDATION:** Staff recommends that the City Council approve the Treasurer's Report for January, 2013.

### **1.4 Final Map and Subdivision Improvement Agreement for Tentative Tract Map 31736, Oak Springs Ranch (08-0015)**

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

RESOLUTION NO. 2013 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP  
31736, OAK SPRINGS RANCH, AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT  
AGREEMENT

### **1.5 Subdivision Improvements for Tract 30997, Wildomar Ranches**

**RECOMMENDATION:** Staff recommends that the City Council accept as complete the Subdivision Improvements for Tract 30997, Wildomar Ranches and request that the County of Riverside release the improvement security.

**1.6 Janitorial Services Purchase Order - Marna O'Brien Park**

**RECOMMENDATION:** Staff recommends that the City Council authorize the City Manager to issue a purchase order to A&A Janitorial Services for \$1,070 per month thru 6-30-2013.

**2.0 PUBLIC HEARINGS**

**2.1 Change of Zone No. 12-0386; 33891 Mission Trail; APN 370-060-045; Mission Pools**

**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, APPROVING CHANGE OF ZONE NO. 12-0386 FROM R-R (RURAL RESIDENTIAL) TO M-SC (MANUFACTURING SERVICE COMMERCIAL) TO BE CONSISTENT WITH THE GENERAL PLAN LAND USE DESIGNATION OF LIGHT INDUSTRIAL (LI) FOR A 2.5 ACRE SITE LOCATED AT 33891 MISSION TRAIL IN THE CITY OF WILDOMAR (APN: 370-060-045)

**2.2 Light Pollution Ordinance Update**

**RECOMMENDATION:** Staff recommends that the City Council introduce and approve for first reading an Ordinance entitled:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15061(B)(3) OF CEQA AND APPROVING AN AMENDMENT TO THE WILDOMAR MUNICIPAL CODE SECTION 8.64 (LIGHT POLLUTION) TO MINIMIZE NEGATIVE IMPACTS OF OUTDOOR LIGHT FIXTURES AND TO ALLOW FOR THE USE OF NEW LIGHTING TECHNOLOGY

**2.3 Zoning Ordinance Amendment No. 13-01; LED Signs**

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

ORDINANCE NO. \_\_\_\_\_

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15061(B)(3) OF CEQA AND APPROVING ZONING ORDINANCE AMENDMENT NO. 13-01 AMENDING CHAPTER 17.252 (SIGN REGULATIONS) RELATED TO ELECTRONIC MESSAGE SIGNS FOR INDIVIDUAL BUSINESSES, PRIVATE SCHOOLS AND NON-PROFIT SERVICE CLUB ORGANIZATIONS

**3.0 GENERAL BUSINESS**

**3.1 FY 2012/13 California Supplemental Law Enforcement Services Fund (SLESF) Grant Program**

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

RESOLUTION NO. 2013 - \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING THE USE OF \$100,000 FROM THE 2012-13 STATE BUDGET TO PROVIDE FUNDING ADDITIONAL PUBLIC SAFETY PERSONNEL

**3.2 License Agreement for County Corporate Yard**

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

RESOLUTION NO. 2013 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AN AGREEMENT WITH RIVERSIDE COUNTY FOR COUNTY CORPORATE YARD USAGE AT 22-800 BUNDY CANYON ROAD, WILDOMAR CALIFORNIA

**3.3 Professional Services Agreements with URS Corporation (URS) for Transportation Uniform Mitigation Fee (TUMF) Projects**

**RECOMMENDATION:** Staff recommends that the City Council approve Professional Services Agreements with URS for TUMF Projects for (1) Clinton Keith Road Widening Project, I-15 to Copper Craft and (2) Palomar Road Widening Project, Mission Trail to Jefferson Projects.

**3.4 Pavement Management Program Report**

**RECOMMENDATION:** Staff recommends that the City Council receive and file the report.

**CITY MANAGER REPORT**

**CITY ATTORNEY REPORT**

**COUNCIL COMMUNICATIONS**

**FUTURE AGENDA ITEMS**

**ADJOURN THE CITY COUNCIL**

In accordance with Government Code Section 54952.3, I, Debbie A. Lee, City Clerk of the City of Wildomar, 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 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 02-07-13, in the amount of \$2,258.69;
2. Warrant Register dated 02-14-13, in the amount of \$187.77; &
3. Warrant Register dated 02-28-13, in the amount of \$218.60.

##### **4.2 Treasurer's Report**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the Treasurer's Report for January, 2013.

#### **5.0 PUBLIC HEARINGS**

There are no items scheduled.

#### **6.0 GENERAL BUSINESS**

There are no items scheduled.

#### **GENERAL MANAGER REPORT**

#### **CEMETERY DISTRICT COUNSEL REPORT**

#### **FUTURE AGENDA ITEMS**

#### **ADJOURN WILDOMAR CEMETERY DISTRICT**

**2013 City Council/Wildomar Cemetery District Regular Meeting Schedule**

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

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 7, 2013, 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,  
Mission Trail Library, 34303 Mission Trail Blvd.



Debbie A. Lee, CMC, City Clerk

CITY OF WILDOMAR CITY COUNCIL  
AND WILDOMAR CEMETERY DISTRICT AGENDA

**AGENDA ADDENDUM**

5:30 P.M. – CLOSED SESSION

6:30 P.M. – REGULAR MEETING

MARCH 13, 2013  
Council Chambers  
23873 Clinton Keith Road



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

Gary Nordquist  
City Manager/General Manager

Thomas D. Jex  
City Attorney/District Counsel

## **PRESENTATIONS**

Clinton Keith Interchange Construction Project Update

**Recognition of Harv Dykstra, Inaugural Planning Commission**

Fire Department Update

Police Department Update & Presentation

I, Debbie A. Lee, Wildomar City Clerk, do certify that on March 8, 2013, by 5:00 p.m., a true and correct copy of this agenda addendum was posted at the three designated posting locations:

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



Debbie A. Lee, CMC, City Clerk

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item#1.2**  
**CONSENT CALENDAR**  
**Meeting Date: March 13, 2013**

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**TO:** Mayor and City Council Members  
**FROM:** Misty V. Cheng, Controller  
**SUBJECT:** Warrant and Payroll Registers

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the following:

1. Warrant Register dated 02-07-13 in the amount of \$116,813.62;
2. Warrant Register dated 02-14-13 in the amount of \$2,043,206.76;
3. Warrant Register dated 02-21-13 in the amount of \$492,221.44;
4. Warrant Register dated 02-28-13 in the amount of \$134,427.70; &
5. Payroll Register dated 02-06-13 in the amount of \$49,646.86.

**DISCUSSION:**

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

**FISCAL IMPACT:**

These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2012-13 Budgets.

Submitted by:  
Misty V. Cheng  
Finance Director

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Voucher List 2/7/2013  
Voucher List 2/14/2013  
Voucher List 2/21/2013  
Voucher List 2/28/2013  
Payroll List 2/6/13

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201933	2/7/2013	000312 ADAME LANDSCAPE, INC.	49861		REPLACED RAINBIRD SPRINKLER/	72.45
					Total :	72.45
201934	2/7/2013	000033 AMERICAN FORENSIC NURSES	62638		BLOOD DRAW	82.16
					Total :	82.16
201935	2/7/2013	000008 AT&T MOBILITY	12813		COUNCIL MOBILE PHONE 12/21/12	110.45
					Total :	110.45
201936	2/7/2013	000034 BIO-TOX LABORATORIES	26263 26264		RSO LAKE ELSINORE-LAB SERVIC	738.52
					RSO LAKE ELSINORE-LAB SERVIC	707.50
					Total :	1,446.02
201937	2/7/2013	000080 BURKE, WILLIAMS AND SORENSON,, LL	162717		LEGAL FEES- DEC. 2012	54,130.03
					Total :	54,130.03
201938	2/7/2013	000043 CHENG, MISTY	1/31/2013		ACCOUNTING CONTRACTUAL SER	13,615.00
					Total :	13,615.00
201939	2/7/2013	000058 DEPARTMENT OF JUSTICE	951773		POLICE BLOOD ALCOHOL ANALYSI	140.00
					Total :	140.00
201940	2/7/2013	000022 EDISON	2713 2713A		ZONE 73-LMD 89-1 ELECTRICAL 1/	102.73
					CSA 103 PALOMAR ST. ELECTRICA	34.47
					Total :	137.20
201941	2/7/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER	5907101 5907102		WATER SERVICES CSA 103 12/21-1	64.83
					WATER SERVICES CSA 103 12/21-1	138.34
					Total :	203.17
201942	2/7/2013	000079 LAN WAN ENTERPRISE	45807 45842		MAINTENANCE SUPPLIES FOR THI	2,892.47
					TECH SUPPORT 1/31/13	980.00
					Total :	3,852.47
201943	2/7/2013	000113 LEAGUE OF CALIFORNIA CITIES	1423		MEMBERSHIP DUES 2013	100.00
					Total :	100.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201944	2/7/2013	000507 NESS ELECTRIC, INC.	3839		L530 INSTALLED 30AMP CIRCUITS	900.00
					<b>Total :</b>	<b>900.00</b>
201945	2/7/2013	000508 PACIFIC WEST MAINTENANCE	16968		GRAFFITI REMOVAL MARNIA O'BRIE	298.00
					<b>Total :</b>	<b>298.00</b>
201946	2/7/2013	000509 PMC	36896 3697		PROFESSIONAL SERVS. PROJECT	75.00
					PROFFESIONAL SERV. PROJECT	5,742.50
					<b>Total :</b>	<b>5,817.50</b>
201947	2/7/2013	000042 PV MAINTENANCE, INC.	005-141		GAS TAX/PUBLIC WORKS CONTRC	20,620.41
					<b>Total :</b>	<b>20,620.41</b>
201948	2/7/2013	000149 RIVERSIDE COUNTY EXECUTIVE, OFFIC 1213-05WIL			ANIMAL SHELTER SRVS. JAN. 2013	13,363.40
					<b>Total :</b>	<b>13,363.40</b>
201949	2/7/2013	000464 SOUTHWEST HEALTHCARE SYSTEM	001		POLICE DEPT. EXAM 1/21/2013 #W	900.00
					<b>Total :</b>	<b>900.00</b>
201950	2/7/2013	000064 TYLER TECHNOLOGIES	045-41878		DASHBOARD SUPPORT	651.11
					<b>Total :</b>	<b>651.11</b>
201951	2/7/2013	000020 VERIZON	122213		FIOS INTERNET SERVICES 12/22-1.	129.99
					<b>Total :</b>	<b>129.99</b>
201952	2/7/2013	000025 WILLETTE, PAULA	2413		REIMBURSEMENT FOR STAFF HOI	244.26
					<b>Total :</b>	<b>244.26</b>
<b>20 Vouchers for bank code : wf</b>						<b>Bank total : 116,813.62</b>
<b>20 Vouchers in this report</b>						<b>Total vouchers : 116,813.62</b>

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201955	2/14/2013	000044 A&A JANITORIAL SERVICES	001908	0000067	JANITORIAL SERV. MARN O' BRIE	970.00
					Total :	970.00
201956	2/14/2013	000511 A.P.C.O.	2413		FCC LICENSE FEE OPERATE CALS	210.00
					Total :	210.00
201957	2/14/2013	000080 BURKE, WILLIAMS AND SORENSON,, LL 163605			LEGAL FEES JAN. 2013	61,227.34
					Total :	61,227.34
201958	2/14/2013	000028 CALPERS	12713		CITY MANAGER- BEN. CONTR. 1/14	5,975.82
					Total :	5,975.82
201959	2/14/2013	000183 CASHMAN, BOB	21313		REFUND OF UNUSED FUNDS FROI	107.09
					Total :	107.09
201960	2/14/2013	000019 DEVINE, ROBERT	11613		PLANNING COMMISSION MEETING	75.00
					Total :	75.00
201961	2/14/2013	000015 DYKSTRA, HARV	11613		PLANNING COMMISSION MEETING	75.00
					Total :	75.00
201962	2/14/2013	000022 EDISON	2613 2613A 2613B 2713		CSA 22 ELECT 1/1/13-2/1/13 CSA 103 ELECT 1/1/13-2/1/13 WILDOMAR CITY LAMPS 1/1/13-2/1/13 CSA 142 ELECTRICAL 1/1/13-2/1/13	3,138.86 13,773.07 80.55 2,082.26
					Total :	19,074.74
201963	2/14/2013	000065 KAZMIER, MICHAEL	11613		PLANNING COMMISSION MEETING	75.00
					Total :	75.00
201964	2/14/2013	000500 MATTHEW FAGAN CONSULTING SERV. 2			RANCON MEDICAL O RETAIL CEQA	3,300.00
					Total :	3,300.00
201965	2/14/2013	000512 MILLER, MITCH	21313		REFUND OF UNUSED FUNDS FROI	125.39
					Total :	125.39
201966	2/14/2013	000431 MOORE, BRIDGETTE	21313		REFUND OF UNUSED FUNDS FROI	94.79

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Voucher List  
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201866	2/14/2013	000431 000431 MOORE, BRIDGETTE			(Continued)	Total : 94.79
201967	2/14/2013	000084 MUNISERVICES, LLC	0000029738		SALES& USED TAX REPORTING SY	383.00 Total : 383.00
201988	2/14/2013	000018 ONTRAC	76188118		PROJECT RELATED SHIPPING COE	10.77 Total : 10.77
201969	2/14/2013	000508 PACIFIC WEST MAINTENANCE	17023		GRAFFITI REMOVAL- MARNA O' BR	275.00 Total : 275.00
201970	2/14/2013	000005 PARSAC	12813		SELF INSURED RETENTION- PARR	5,000.00 Total : 5,000.00
201871	2/14/2013	000504 SANTA ANA REGIONAL WATER QUAL	13113A		ENVIRONMENTAL PERMITS FOR TI	948.00 Total : 948.00
201972	2/14/2013	000223 SMITH, STAN	1613		PLANNING COMMISSION MEETING	75.00 Total : 75.00
201973	2/14/2013	000475 THE SAN DIEGO UNION-TRIBUNE, LLC	310169		PUBLIC NOTICE- EOT	450.96 Total : 450.96
201974	2/14/2013	000020 VERIZON	2113 2113A		OFFICE TELEPHONE CHARGES2/1- TELEPHONE CHARGES 2/1-2/28/13	644.39 37.47 Total : 681.86
201975	2/14/2013	000055 WRCOG	123112		TUMF FEES DEC 2012	1,944,072.00 Total : 1,944,072.00
21 Vouchers for bank code : wf						Bank total : 2,043,206.76
21 Vouchers in this report						Total vouchers : 2,043,206.76

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vchlist  
02/21/2013 4:19:37PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201976	2/21/2013	000312 ADAME LANDSCAPE, INC.	50005	0000035	MONTHLY LANDSCAPE MAINTENAI	125.00
					Total :	125.00
201977	2/21/2013	000031 AFLAC, REMITTANCE PROCESSING, CE	320639		CITY COUNCIL MEDICAL INS. BENE	475.45
					Total :	475.45
201978	2/21/2013	000028 CALPERS	21013		RETIREMENT BENEFIT CONTR. 1/2	5,612.57
					Total :	5,612.57
201979	2/21/2013	000319 CORTUM COMMUNICATIONS, INC.	4711		RELOCATED STATION EXTENSION:	95.00
					Total :	95.00
201980	2/21/2013	000036 DATAQUICK	B-2124712		CODE ENFORCEMENT-SOFTWARE	150.00
					Total :	150.00
201981	2/21/2013	000027 DIRECT TV	19792700041		CABLE SERV. - CITY HALL 02/12-03	94.99
					Total :	94.99
201982	2/21/2013	000022 EDISON	21513		CITY HALL ELECTRICAL SERV. 1/14	2,222.42
					Total :	2,222.42
201983	2/21/2013	000024 GUARDIAN	1613 21413		PLANNING DENTAL BENEFITS JAN	2,458.74
					CITY COUNCIL DENTAL BENEFITS I	1,768.69
					Total :	4,227.43
201984	2/21/2013	000016 INNOVATIVE DOCUMENT SOLUTIONS	125968		CONTRACT COPIER SERV. 1/1-/31/	616.66
					Total :	616.66
201985	2/21/2013	000072 INTERWEST CONSULTING GROUP	14019		CONTRACTUAL SERVICES DEC 20	162,360.92
					Total :	162,360.92
201986	2/21/2013	000514 KRISTAR ENTERPRISES, INC.	0089491-IN 089490-IN		ZONE 59-CATCH BASIN FILTER MAI	235.00
					ZONE 52- CATCH BASIN FILTER MA	1,300.00
					Total :	1,535.00
201987	2/21/2013	000513 LAKE ELSINORE UNIFIED SCHOOL D	2013/316		SCHOOL FACILITY FOR AUTUMNW	170.00

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201987	2/21/2013	000513	000513 LAKE ELSINORE UNIFIED SCHOOL (Continued)			Total : 170.00
201988	2/21/2013	000510	OCHOA'S BACKFLOW SYSTEMS 8658	0000080	BACKFLOW CERTIFICATION- CATT	40.00
						Total : 40.00
201989	2/21/2013	000131	WESTERN RIVERSIDE COUNTY, REGION 123112		MSHCP MITIGATION FEES- DEC 20	314,496.00
						Total : 314,496.00
14 Vouchers for bank code : wf						Bank total : 492,221.44
14 Vouchers in this report						Total vouchers : 492,221.44

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201994	2/28/2013	000458 AMERICAN FENCE COMPANY, INC.	169254		CODE ENFORCEMENT FENCE-GR/	625.00
					Total :	525.00
201995	2/28/2013	000008 AT&T MOBILITY	2202013		COUNCIL MOBILE 1/13/13-2/12/13	77.22
					Total :	77.22
201996	2/28/2013	000028 CALPERS	904		MEDICAL PREMIUM MARCH 2013	12,175.36
					Total :	12,175.36
201997	2/28/2013	000320 COUNTY OF RIVERSIDE EDA	21913		CK/15 CONDEMNATION DEPOSIT F	62,358.00
					Total :	62,358.00
201998	2/28/2013	000035 COUNTY OF RIVERSIDE, TLMA	TL0000002540 TL0000009310 TL0000009381		JAN. 2013 SLF COSTS	73.11
					OCT. & NOV. 2012 SLF COSTS	1,112.32
					DEC. 2012 SLF COSTS	1,015.48
					Total :	2,200.91
201999	2/28/2013	000313 DELAMORA, YESENIA	2413		DEVELOPER DEPOSIT REFUND #1.	1,523.23
					Total :	1,523.23
202000	2/28/2013	000054 DEPARTMENT OF TRANSPORTATION	SL130540		SIGNAL LIGHT OCT. 2012- DEC. 20	1,145.27
					Total :	1,145.27
202001	2/28/2013	000077 EXEC-U-CARE	22013		MEDICAL INSURANCE MARCH 2013	1,785.80
					Total :	1,785.80
202002	2/28/2013	000515 FRIENDS FOR WILDOMAR PARKS	21113		BREAKFAST WITH SANTA FUNDS F	398.60
					Total :	398.60
202003	2/28/2013	000072 INTERWEST CONSULTING GROUP	14072		COMPUTER- HARDWARE SOFTWA	1,096.59
					Total :	1,096.59
202004	2/28/2013	000517 JIMENEZ, RAUL	12813		DEVELOPER DEPOSIT REFUND 12	1,574.45
					Total :	1,574.45
202005	2/28/2013	000067 PETTY CASH	52 53		PETTY CASH REPLENISHMENT PO	0.73
					PETTY CASH FASTNERS FOR STO	29.38

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
202005	2/28/2013	000087	PETTY CASH (Continued) 54		PETTY CASH STORAGE RACK SUP	38.39	
					<b>Total :</b>	<b>68.50</b>	
202006	2/28/2013	000042	PV MAINTENANCE, INC.	005-142	0000061	CONTRACTUAL SERV. JAN 2013	25,009.54
					<b>Total :</b>	<b>25,009.54</b>	
202007	2/28/2013	000516	QUEEN, SARAH	22713		CPR CANCELLATION AND REFUND	25.00
					<b>Total :</b>	<b>25.00</b>	
202008	2/28/2013	000053	REPUBLIC ITS, INC.	400093292 400093293 400093297 400093300 400094019 400094020		TRAFFIC SIGNAL NOV. 2012 TRAFFIC SIGNAL RESPONSE CALL TRAFFIC SIGNAL MAIN 10/2012 TRAFFIC SIGNAL MAIN NOV. 2012 TRAFFIC SIGNAL RESPONSE DEC. TRAFFIC SIGNAL MAINT. DEC. 2012	80.91 229.28 1,576.40 1,210.28 1,483.04 1,576.40
					<b>Total :</b>	<b>6,166.31</b>	
202009	2/28/2013	000435	STRATA OAK, LLC C/O STRATA, EQUITY 3113			CITY HALL MONTHLY LEASE MARC	10,052.69
					<b>Total :</b>	<b>10,052.69</b>	
202010	2/28/2013	000518	THE FARM PROP OWNER'S ASSOC., GE 2413			DEVELOPER DEPOSIT REFUND #0	8,255.23
					<b>Total :</b>	<b>8,255.23</b>	
17 Vouchers for bank code : wf						<b>Bank total :</b>	<b>134,427.70</b>
17 Vouchers in this report						<b>Total vouchers :</b>	<b>134,427.70</b>

City of Wildomar  
Payroll Warrant Register  
February 6, 2013

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/15/2013	Payroll People	1/26-2/8/13	24,318.32
3/1/2013	Payroll People	2/9-2/22/13	24,283.89
3/1/2013	Payroll People	2/1-2/28/13	1,044.65
		TOTAL	49,646.86

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.3**  
**CONSENT CALENDAR**  
**Meeting Date: March 13, 2013**

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**TO:** Mayor and City Council Members

**FROM:** Misty V. Cheng, Controller

**SUBJECT:** Treasurer's Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the Treasurer's Report for January 2013.

**DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of January 2013.

**FISCAL IMPACT:**

None.

Submitted by:  
Misty V. Cheng  
Controller

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Treasurer's Report

**CITY OF WILDOMAR  
TREASURER'S REPORT FOR  
CASH AND INVESTMENT PORTFOLIO  
January 2013**

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	\$ 8,278,187.09	0.00%
		TOTAL	\$ 8,278,187.09	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	\$ 8,485,880.08	\$ 1,406,632.22	\$ (1,614,325.21)	\$ 8,278,187.09	0.000%
		TOTAL	\$ 8,485,880.08	\$ 1,406,632.22	\$ (1,614,325.21)	\$ 8,278,187.09	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	\$ 1,540,155.70	\$ 1,540,155.70	\$ 1,540,155.70	100.00%	0	0.286%
	TOTAL	\$ 1,540,155.70	\$ 1,540,155.70	\$ 1,540,155.70	100.00%		

**CITY - TOTAL CASH AND INVESTMENT**      \$ 9,818,342.79

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,538,907.28	\$ 1,248.42	\$ 0.00	\$ 1,540,155.70	0.286%
	TOTAL	\$ 1,538,907.28	\$ 1,248.42	\$ 0.00	\$ 1,540,155.70	

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.

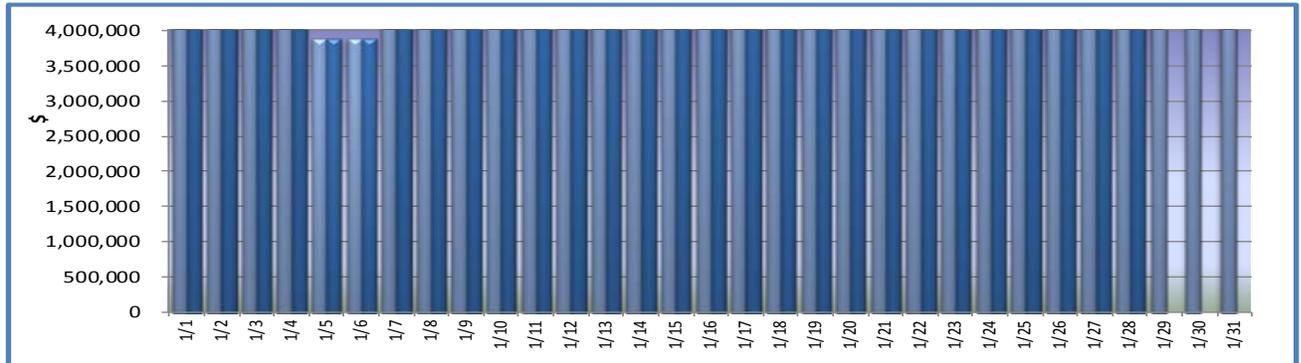
\_\_\_\_\_  
Misty V. Cheng  
Controller

\_\_\_\_\_  
Date



# January 2013

## Daily Cash Balance All Funds Checking Only Pool Report Balance



Fiscal Year	Ending Balance	Monthly Net Activity
Jan 2012	3,459,306	
Feb 2012	2,106,711	(1,352,595)
Mar 2012	2,102,433	(4,279)
Apr 2012	3,052,012	949,579
May 2012	5,602,180	2,550,168
June 2012	4,566,993	(1,035,187)
July 2012	4,200,028	(366,965)
August 2012	4,109,986	(90,042)
Sept 2012	4,225,751	115,764
Oct 2012	3,856,256	(369,494)
Nov 2012	3,865,806	9,550
Dec 2012	8,485,880	4,620,074
Jan 2013	8,278,187	(207,693)

January 2013		
Date	Ending Balance In Whole \$	Net Change from Prior Day
1/1	8,485,880	-
1/2	8,505,813	19,933
1/3	8,468,120	(37,693)
1/4	8,461,002	(7,118)
1/5	3,875,574	(4,585,428)
1/6	3,875,574	-
1/7	7,775,012	3,899,437
1/8	7,298,733	(476,279)
1/9	7,507,827	209,094
1/10	7,378,948	(128,879)
1/11	7,361,730	(17,218)
1/12	7,361,730	-
1/13	7,361,730	-
1/14	7,361,334	(396)
1/15	7,376,712	15,379
1/16	7,476,443	99,731
1/17	7,480,695	4,252
1/18	7,485,328	4,633
1/19	7,485,328	-
1/20	8,320,629	835,301
1/21	8,320,629	-
1/22	7,416,206	(904,423)
1/23	7,434,474	18,268
1/24	8,064,602	630,128
1/25	8,058,810	(5,792)
1/26	8,058,810	-
1/27	8,058,810	-
1/28	8,055,415	(3,395)
1/29	8,280,025	224,610
1/30	8,318,529	38,504
1/31	8,278,187	(40,342)

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.4**  
**CONSENT CALENDAR**  
**Meeting Date: March 13, 2013**

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**TO:** Mayor and Council Members

**FROM:** Tim D'Zmura, Director of Public Works

**PREPARED:** Dan York, City Engineer

**SUBJECT:** Final Map and Subdivision Improvement Agreement for Tentative Tract Map 31736, Oak Springs Ranch (08-0015)

**STAFF REPORT**

**RECOMMENDATION:**

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

RESOLUTION NO. 2013 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 31736, OAK  
SPRINGS RANCH, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
SUBDIVISION IMPROVEMENT AGREEMENT

**BACKGROUND:**

Tentative Tract Map 31736, Oak Springs Ranch, was originally approved on November 20, 2007 by the County of Riverside (County), prior to the incorporation of the City of Wildomar (City). Oak Springs Ranch is on the south side of Clinton Keith Road, between George Avenue and Inland Valley Drive. Attached for reference is Site Location Map.

The Oak Springs Ranch project includes 312 multifamily units, and 103 single family units on 48 acres. The 48 acre project includes 14 acres of open space. The Final Map submitted for approval by GLJ Partners includes two (2) residential and one (1) open space lot. This Final Map (Exhibit A to Attachment 1) has been examined and checked for compliance with Title 22 of the Wildomar Municipal Code and the California Subdivision Map Act. The City Engineer has determined that the location and configuration of the Lots created by this Final Map substantially comply with the previously-approved Tentative Map.

A Subdivision Improvement Agreement has been reviewed and approved by the City Attorney. Appropriate Security has been submitted to the City for performance, labor and materials, and warranty.

All applicable Final Map conditions of approval have been satisfied

**FISCAL IMPACTS:**

There are no fiscal impacts to the City as this time. Once the project is constructed and the public improvements are accepted by the City, the City will be responsible for the maintenance of street improvements on Clinton Keith Road and Inland Valley Drive, and storm drain improvements on Clinton Keith Road.

Submitted by:  
Tim D’Zmura  
Public Works Director

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Attachment 1- Site Location Map  
Attachment 2- Resolution  
Attachment 3- Subdivision Improvement Agreement

# **ATTACHMENT 1**



# ATTACHMENT 2

**RESOLUTION NO. 2013 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 31736, OAK SPRINGS RANCH, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT**

**WHEREAS**, the Board of Supervisors of the County of Riverside (County) approved Tentative Tract Map 31736, Oak Springs Ranch, on November 20, 2007, prior to incorporation of the City of Wildomar (City); and

**WHEREAS**, consistent with the approved Tentative Map, GLJ Properties, submitted to the City for approval the Oak Springs Ranch Final Map; and

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

**WHEREAS**, a Subdivision Improvement Agreement has been approved by the City Attorney and a bond has been submitted to the City for the construction of the required improvements for this final map; and

**WHEREAS**, an Environmental Impact Report was prepared for the project and certified by the County of Riverside on December 12, 2007 prior to incorporation of the City ; and

**WHEREAS**, the City has determined that this Final Map is categorically exempt from the California Environmental Quality Act (CEQA) Statuary Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial Projects, approval of final subdivision maps and a Notice of Exemption is attached hereto.

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

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

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

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

Recorder of the County of Riverside for filing and transmit the Notice of Exemption attached hereto as Exhibit B to the County Clerk of the County of Riverside for filing.

PASSED, APPROVED, AND ADOPTED this 13<sup>th</sup> day of March, 2013.

---

Timothy Walker  
Mayor

APPROVED AS TO FORM:

ATTEST:

---

Thomas D. Jex  
City Attorney

---

Debbie A. Lee, CMC  
City Clerk

# **ATTACHMENT 3**

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

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

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**SUBDIVISION IMPROVEMENT AGREEMENT**

**FINAL TRACT MAP 31736-1**

**By and Between**

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

**and**

**OAK SPRINGS RANCH, LLC  
a Delaware limited liability company**

**DATED February 19, 2013**

## SUBDIVISION IMPROVEMENT AGREEMENT

### FINAL TRACT MAP 31736-1

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this 19th day of February, 2013 by and between the City of Wildomar, a municipal corporation (“City”) and Oak Springs Ranch, LLC, a Delaware limited liability company (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

### RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 31736-1. On November 20, 2007, the City conditionally approved Tract No. 31736.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.) (“Map Act”), the City Ordinances, the conditions of approval for Tract No. 31736-1, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 31736-1.

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

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 31736-1.

### DEFINED TERMS

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

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

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

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

**“Property”** shall mean the all of the real property contained within the boundaries of Tract Map No. 31736-1 located in the City of Wildomar, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment “A”.

**“Public Improvements”** shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 31736 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 31736-1. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment “B. Notwithstanding, Attachment “B”, Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 31736.

**“Required Insurance”** shall mean the insurance required to be maintained by Developer under Section 16.

**“Security”** shall mean the Set Aside Letter or other security approved by the City Engineer and City Attorney provided under the terms of Section 12.

**“Set Aside Letter”** shall mean that irrevocable instrument of credit executed by Developer and Developer’s lender pledging that the funds necessary to carry out and secure this Agreement are on deposit until released by the City.

**“Tract No 31736-1.”** shall mean the final map prepared and approved by the City for tentative tract map no. 31736.

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

## **OPERATIVE PROVISIONS**

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

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

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

1.2 **Final Map and Agreement Approval.** The City Council of the City (“City Council”) approves the final map for Tract No. 31736-1 and this Agreement;

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

1.4 **Record Final Map.** Developer records the final map for Tract No. 31736-1 in the Recorder’s Office of the County of Riverside.

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

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

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

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

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public

Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

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

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

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

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures as they may be amended from time to time. A copy of the current acceptance policies and procedures are attached hereto as Exhibit "D". City agrees to schedule the Public Improvements for acceptance by the City Council at the next regular City Council meeting after all of the items listed in Exhibit "D" (as such list may be amended from time to time) are completed by Developer, provided the agenda deadline for the next regular City Council meeting has not passed. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to

City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within three (3) years (36 months) following approval of the final map for Tract No. 31736-1.

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

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

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 31736-1 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the

Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 31736-1 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 31736-1, or as required by other governmental agencies having jurisdiction over Tract No. 31736-1.

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

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

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

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

10.2 **City Acceptance of Public Improvements.** If Tract No. 31736-1 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

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

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

12. **SECURITY.** Prior to City's approval and execution of this Agreement, Developer shall provide City with either a Set Aside Letter or another form of security acceptable to the City Engineer and City Attorney in the amounts and under the terms set forth below. The amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 15.0 of this Agreement.

12.1 **Set Aside Letter.** Developer may provide City a Set Aside Letter executed by Developer and a financial institution subject to regulation by the state or federal government whereby the financial institution agrees to earmark and set aside One Million One Hundred Sixty Five Thousand dollars (\$1,165,000.00), which sum shall not be less than one hundred and sixty percent (160%) of the Estimated Costs, to guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 17.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, and to secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement.

12.2 **Surety Bonds.** Developer may provide one or more surety bonds to satisfy all or a portion of its obligations under Section 12.1. The amount of the Set Aside Letter shall be reduced in an amount equal to the amount of the surety bond(s) provided by Developer, if any.

12.3 **Form of Security.** The Set Aside Letter and any surety bonds shall be substantially similar to the forms set forth in Attachment "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney. When the Security is completed to the satisfaction of City, it shall be attached hereto as Attachment "C" and incorporated herein by this reference.

12.4 **Release of Security.** Developer and City may draw down upon the Set Aside Letter as provided therein. Any funds remaining after the completion of the Public Improvements and their acceptance by the City shall be released as provided in the Set Aside Letter. Surety bonds may be released in whole or in part as provided for under Section 7.16.060(E) of the Wildomar Municipal Code (Section 16.60.010(E)) of the Riverside County Code).

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

12.6 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed

hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 31736-1 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of Eleven Thousand Six Hundred Fifty Dollars (\$11,650.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 31736-1.

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

15. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

16. **INSURANCE.**

16.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the

Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

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

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

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

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

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

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

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

16.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a

person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

## 17. **DEFAULT; NOTICE; REMEDIES.**

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

17.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. City agrees not to take action to complete the remaining work, arrange for completion of the remaining work, and/or conduct remedial activity to remedy the default or violation until at least ten (10) days has passed from the written demand by the City, or twenty-four (24) hours has passed from the verbal demand by the City, as provided for in Section 17.1. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be

prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

17.3 **Other Remedies.** No action by City pursuant to Section 17.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

## 18. GENERAL PROVISIONS.

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

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

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

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

### **CITY:**

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

### **DEVELOPER:**

GLJ Partners  
Attn: Tony Ditteaux  
5790 Fleet Street, Suite 140  
Carlsbad, CA 92008

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

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

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

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

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

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

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

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

involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

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

18.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 31736-1, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

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

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

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

**CITY OF WILDOMAR**

By: \_\_\_\_\_  
Gary Nordquist, City Manager

**ATTEST:**

\_\_\_\_\_  
Debbie Lee  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Thomas D. Jex  
City Attorney

Oak Springs Ranch, LLC, a Delaware limited liability company

By: Oak Springs Ranch Member, LLC, a Delaware limited liability company, its sole member

By: GLJ Oak Springs Ranch, LLC, a Georgia limited liability company, its managing member

By: GLJ Corporation, Inc., a Georgia corporation, its manager

By:   
Name: E. Garth Erdossy  
Its: President

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of San Diego

On 2/19/13 before me, Diane Nido, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared E. Barth Erdossy  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Diane Nido  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Subdivision Improvement Agreement Final Tract

Document Date: 2/19/13 Number of Pages: Map 31736-1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

**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**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_
- TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

- PARTNER(S)  LIMITED
- GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**TRACT NO. 31736-1**

The land is situated in the City of Wildomar, County of Riverside, State of California, and is described as follows:

PARCEL A

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT NO. 5180 AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 01, 2007 AS INSTRUMENT NO. 2007-0669993 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 8 OF PARCEL MAP 9637, AS SHOWN BY MAP ON FILE IN BOOK 58 OF PARCEL MAPS AT PAGES 1 THROUGH 5 INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 2558 BY GRANT DEED RECORDED MARCH 25, 1988 AS INSTRUMENT NO. 79410, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 8, SAID CORNER BEING ON THE CENTERLINE OF PHILO WAY (60.00 FEET ROAD EASEMENT IN FULL WIDTH) OF SAID PARCEL MAP 9637;

THENCE SOUTH 00° 44'41" WEST ALONG THE EASTERLY LINE OF SAID PARCEL 8 AND ALONG SAID CENTERLINE, A DISTANCE OF 450.01 FEET;

THENCE NORTH 89° 15' 19" WEST, A DISTANCE OF 174.45 FEET;

THENCE SOUTH 35° 54' 23" WEST, A DISTANCE OF 66.94 FEET;

THENCE NORTH 89°15' 19" WEST, A DISTANCE OF 279.57 FEET;

THENCE SOUTH 47° 47' 46" WEST, A DISTANCE OF 11.54 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 76.99 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 44° 04' 19" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28° 16' 27", AN ARC DISTANCE OF 37.99 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 72° 20' 46" WEST;

THENCE SOUTH 15° 13 '42" EAST, A DISTANCE OF 47.18 FEET;

THENCE SOUTH 18° 32' 54" EAST, A DISTANCE OF 45.99 FEET;

THENCE SOUTH 06° 24' 53" EAST, A DISTANCE OF 13.62 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 63.30 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 79° 01' 30" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE

OF 45° 27' 57", AN ARC DISTANCE OF 50.23 FEET TO A POINT THEREON, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 73.00 FEET, THE RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 63.30 FEET BEARS NORTH 55° 30' 33" WEST, THE RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 73.00 FEET BEARS NORTH 61° 09' 52" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33° 15' 50", AN ARC DISTANCE OF 42.38 FEET TO A POINT THEREON, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 180.49 FEET, THE RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 73.00 FEET BEARS NORTH 27° 54' 02" WEST, THE RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 180.49 FEET BEARS SOUTH 19° 38' 46" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15° 46' 35", AN ARC DISTANCE OF 49.70 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 35° 25' 21" EAST;

THENCE SOUTH 67° 39' 40" WEST, A DISTANCE OF 34.60 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 334.37 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 27° 48' 35" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17° 27' 46", AN ARC DISTANCE OF 101.91 FEET TO A POINT THEREON, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 200.27 FEET, THE RADIAL LINE FROM SAID CURVE, HAVING A RADIUS OF 334.37 FEET BEARS SOUTH 45° 16' 21" EAST, THE RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 200.27 FEET BEARS SOUTH 29° 10' 00" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13° 44' 21", AN ARC DISTANCE OF 48.02 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 42° 54' 21" EAST;

THENCE SOUTH 65° 44' 01" WEST, A DISTANCE OF 40.03 FEET;

THENCE SOUTH 22° 45' 27" WEST, A DISTANCE OF 32.14 FEET;

THENCE SOUTH 61° 05' 19" WEST, A DISTANCE OF 15.61 FEET;

THENCE SOUTH 45° 02' 30" WEST, A DISTANCE OF 96.21 FEET;

THENCE SOUTH 64° 49' 16" WEST, A DISTANCE OF 52.39 FEET;

THENCE SOUTH 34° 08' 52" WEST, A DISTANCE OF 30.67 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 191.47 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 40° 05' 19" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15° 15' 18", AN ARC DISTANCE OF 50.98 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 55° 20' 37" EAST;

THENCE SOUTH 39° 30' 56" WEST, A DISTANCE OF 20.57 FEET;

THENCE SOUTH 43° 58' 12" EAST, A DISTANCE OF 21.52 FEET;

THENCE SOUTH 24° 15' 59" EAST, A DISTANCE OF 58.00 FEET;

THENCE SOUTH 07° 50' 45" EAST, A DISTANCE OF 29.42 FEET;

THENCE SOUTH 16° 38' 23" WEST, A DISTANCE OF 22.47 FEET;

THENCE SOUTH 07° 07' 30" WEST, A DISTANCE OF 44.61 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.33 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37° 52' 30", AN ARC DISTANCE OF 16.75 FEET;

THENCE SOUTH 45° 00' 00" WEST, A DISTANCE OF 14.25 FEET;

THENCE SOUTH 01° 34' 55" WEST, A DISTANCE OF 15.52 FEET;

THENCE SOUTH 16° 00' 11" EAST, A DISTANCE OF 97.81 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 82.81 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 61° 02' 37" WEST;

THENCE SOUTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39° 45' 16", AN ARC DISTANCE OF 57.46 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS NORTH 79° 12' 07" WEST:

THENCE SOUTH 02° 31' 04" EAST, A DISTANCE OF 69.41 FEET;

THENCE SOUTH 35° 29' 19" EAST, A DISTANCE OF 27.98 FEET;

THENCE SOUTH 45° 07' 28" EAST, A DISTANCE OF 19.82 FEET;

THENCE SOUTH 39° 11' 49" EAST, A DISTANCE OF 44.56 FEET;

THENCE SOUTH 53° 56' 11" EAST, A DISTANCE OF 40.31 FEET;

THENCE SOUTH 86° 39' 42" EAST, A DISTANCE OF 16.72 FEET;

THENCE NORTH 76° 53' 20" EAST, A DISTANCE OF 74.64 FEET;

THENCE NORTH 73° 16' 23" EAST, A DISTANCE OF 56.66 FEET;

THENCE NORTH 43° 26' 41" EAST, A DISTANCE OF 54.92 FEET;

THENCE NORTH 65° 39' 32" EAST, A DISTANCE OF 32.47 FEET;

THENCE NORTH 28° 52' 01" EAST, A DISTANCE OF 20.48 FEET;

THENCE NORTH 55° 07' 52" EAST, A DISTANCE OF 7.78 FEET;

THENCE NORTH 44° 51' 09" EAST, A DISTANCE OF 43.92 FEET;

THENCE NORTH 22° 19' 33" EAST, A DISTANCE OF 18.61 FEET;

THENCE NORTH 59° 03' 58" EAST, A DISTANCE OF 56.09 FEET;

THENCE NORTH 47° 32' 53" EAST, A DISTANCE OF 11.52 FEET;

THENCE NORTH 61° 30' 29" EAST, A DISTANCE OF 33.25 FEET;

THENCE NORTH 65° 04' 18" EAST, A DISTANCE OF 23.43 FEET;

THENCE NORTH 57° 44' 10" EAST, A DISTANCE OF 12.90 FEET;

THENCE NORTH 57° 05' 01" EAST, A DISTANCE OF 50.65 FEET;

THENCE NORTH 49° 26' 44" EAST, A DISTANCE OF 57.80 FEET;

THENCE NORTH 37° 24' 32" EAST, A DISTANCE OF 33.15 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 81.93 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 80° 52' 54" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 68° 04' 31", AN ARC DISTANCE OF 97.34 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 12° 48' 23" EAST;

THENCE NORTH 50° 53' 31" EAST, A DISTANCE OF 35.82 FEET;

THENCE NORTH 36° 28' 54" EAST, A DISTANCE OF 13.46 FEET;

THENCE NORTH 58° 41' 16" EAST, A DISTANCE OF 38.21 FEET

THENCE NORTH 19° 08' 01" EAST, A DISTANCE OF 54.46 FEET;

THENCE NORTH 06° 55' 34" EAST, A DISTANCE OF 32.06 FEET;

THENCE NORTH 34° 15' 28" EAST, A DISTANCE OF 16.73 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 44.75 FEET, THE RADIAL LINE FROM SAID POINT BEARS NORTH 41° 05' 22" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49° 28' 05", AN ARC DISTANCE OF 38.63 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 89° 26' 32" EAST;

THENCE NORTH 12° 35' 14" EAST, A DISTANCE OF 32.48 FEET;

THENCE NORTH 20° 36' 07" WEST, A DISTANCE OF 78.59 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 30.31 FEET, THE RADIAL LINE FROM SAID POINT BEARS NORTH 75° 41' 38" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 71° 17' 01", AN ARC DISTANCE OF 37.71 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 33° 01' 21" EAST;

THENCE NORTH 09° 45' 15" EAST, A DISTANCE OF 35.19 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 140.30 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 86° 18' 32" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41° 29' 02", AN ARC DISTANCE OF 101.58 FEET TO A POINT THEREON, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 46.00 FEET, THE RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 140.30 FEET BEARS SOUTH 44° 49' 29" EAST, THE RADIAL LINE FROM SAID POINT FROM SAID CURVE HAVING A RADIUS OF 46.00 FEET BEARS SOUTH 52° 23' 23" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 59° 26' 18", AN ARC DISTANCE OF 47.72 FEET TO A POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 07° 02' 55" WEST;

THENCE SOUTH 89° 15' 19" EAST, A DISTANCE OF 67.00 FEET TO A POINT ON SAID CENTER LINE OF INLAND VALLEY DRIVE;

THENCE SOUTH 00° 44' 41" WEST ALONG SAID CENTERLINE, A DISTANCE OF 536.94 FEET TO THE NORTHWEST CORNER OF LOT "B" (INLAND VALLEY DRIVE 44.00 FEET IN HALF WIDTH) OF PARCEL MAP NO. 21911, AS SHOWN BY MAP ON FILE IN BOOK 152 OF PARCEL MAPS AT PAGES 56 AND 57 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL 8, SAID CORNER ALSO BEING THE MOST EASTERLY CORNER OF LOT LINE ADJUSTMENT NO. 2186 PER GRANT DEED RECORDED NOVEMBER 19, 1985 AS INSTRUMENT NO. 260680, OFFICIAL RECORDS OF RIVERSIDE CALIFORNIA;

THENCE SOUTH 46° 49' 48" WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL A AND ALONG THE NORTHEASTERLY BOUNDARY LINE OF PARCEL MAP NO. 25065, AS SHOWN BY MAP ON FILE IN BOOK 168 AT PAGES 92 AND 93 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 1377.33 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, PER DEED RECORDED APRIL 6, 1955 IN BOOK 1718 AT PAGE 563 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 40° 05' 14" EAST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE BOUNDARY LINE OF SAID PARCEL A OF LOT LINE ADJUSTMENT NO. 2558, A DISTANCE OF 496.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL A;

THENCE NORTH 89° 36' 04" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 570.61 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL A;

THENCE NORTH 00° 46' 16" EAST ALONG THE WESTERLY LINE OF SAID PARCEL A AND ALONG THE WESTERLY LINE OF SAID LOT 8, A DISTANCE OF 2583.53 FEET TO THE NORTHWEST CORNER THEREOF, SAID CORNER BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1745.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 06° 51' 57" EAST;

THENCE EASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 13' 51", AN ARC DISTANCE OF 220.22 FEET;

THENCE SOUTH 89° 38' 06" EAST, A DISTANCE OF 1017.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED APRIL 6, 1955 IN BOOK 1718, PAGE 563 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION DEDICATED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED JUNE 5, 1986 AS INSTRUMENT NO. 130638 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DOCUMENT RECORDED JUNE 6, 1978 AS INSTRUMENT NO. 113710 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B

NON-EXCLUSIVE EASEMENT APPURTENANT PARCEL 1 ABOVE FOR DRIVEWAY EASEMENT CREATED BY RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT RECORDED OCTOBER 8, 1999, AS DOCUMENT NO. 1999-448329, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

## EXHIBIT "B"

### LIST OF PUBLIC IMPROVEMENTS

#### TRACT NO. 31736-1

#### 1. STREET IMPROVEMENT PLANS

##### a) Clinton Keith Road (STA. 10+00 – 16+50)

- 6" AC over 10.5 "AB
- 5' Sidewalk
- 8" Curb and Gutter
- 8" Curb
- Bus stop structure
- Street Light
- 6" AC Dike
- Concrete Bus Pad
- Headwall Outlet Structure

##### b) Clinton Keith Road (STA. 16+50 – 26+89)

- 6" AC over 10.5 "AB
- Cross Gutter
- Curbside Catch Basin
- Curb Ramp
- Curb Ramp (modified)
- 8" Curb and Gutter
- 8" Curb
- 5' Sidewalk
- 6' Sidewalk
- Street Light
- 6" AC Dike
- Headwall Outlet Structure

##### c) Inland Valley Drive (STA. 10+00 – 23+57)

- 6" Curb & Gutter
- Driveway (commercial)
- Curbside Catch Basin
- Curb Ramp (Case A)
- Street Light
- 6" AC Dike
- 5" AC over 5" AB
- Headwall Outlet Structure
- Split Trail Fence
- Wrought Iron Fence
- DG Trail

#### 2. SIGNING AND STRIPING PLANS

##### a) Clinton Keith Road (STA. 7+00 – 27+00)

- 4" Solid Double Yellow
- 8" Dashed White Stripe
- 4" Dashed White Stripe
- Thermoplastic Pavement
- Arrow Markings
- Std MUTCD Sign
- Thermoplastic "STOP"
- 8" Solid White Stripe
- Blue Reflective Marker
- Misc Custom Signs
- W74 Sign
- Type "F" Delineator

##### b) Inland Valley Drive (STA. 10+00 – 14+00)

- 12" Solid White Stripe
- Thermoplastic Pavement
- Arrow Markings
- Blue Reflective Marker

#### 3. TRAFFIC SIGNAL PLANS

##### a) Clinton Keith Road (STA 19+00 – 24+00)

- Modify Exist Traffic Controller Assembly
- Remove & Salvage Exist. PPB Assembly

- Remove & Relocate Exist. Pole & Equipment
- Remove & Salvage Exist. Pole & Equipment
- Install R73-2
- Install 2" Conduit

#### 4. STORM DRAIN PLANS

##### a) Clinton Keith Road (City of Wildomar Maintained, SD STA. 10+00.00 – 12+29.79)

- 96" RCP Pipe
- 60" RCP Pipe
- Manhole #2
- Junction Structure
- Concrete Collar
- 84" RCP
- Velocity Control Rings
- Manhole #3

##### b) On-Site County Maintained (SD STA. 12+29.09 – 34+74.97)

- 66" RCP Pipe
- Manhole Shaft
- Manhole #2
- Energy Dissipater Impact Basin
- Rip-Rap
- 3" AC over 5" AB

##### c) On-Site HOA Maintained (SD STA. 10+00.00 – 13+98.12)

- 96" RCP Pipe
- Manhole #2
- Diversion Structure
- Velocity Control Rings
- Rip-Rap
- Straight Wing Wall

#### 5. SEWER AND WATER PLANS

##### a) Clinton Keith Road (STA. 10+00 – 22+38.07)

- 6" PVC Pipe
- Sewer Connections
- 12" Ductile Iron Pipe
- Tee w/ Thrust Blocks w/12" Valve
- 8" Compound Meter
- 1" Irrigation Meter
- Tee w/ Thrust Blocks w/6" Valve
- Fire Hydrants
- 6" Ductile Iron Pipe

##### b) Inland Valley Drive (STA. 10+00 – 23+00)

- 6" Ductile Iron Pipe
- Fire Hydrants
- 12" Ductile Iron Pipe
- Tee w/ Thrust Blocks w/6" Valve
- 12" End Cap
- 1" Irrigation Meter

#### 6. LANDSCAPE CONSTRUCTION PLAN

##### a) Clinton Keith Road (STA. 10+00 – 22+00)

- Planting and Irrigation along meandering walkway.
- Planting and Irrigation in center Median Island. (STA. 15+18 – 21+87)

##### b) Inland Valley Drive (STA. 10+00 – 23+57)

- Planting and Irrigation along D.G. trail.

**EXHIBIT "C"**

**SURETY BONDS AND OTHER SECURITY**

**TRACT NO. 31736-1**

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

**SET ASIDE LETTER PRINCIPAL AMOUNT:**           \$

Financial Institution:

Address:

**PERFORMANCE BOND PRINCIPAL AMOUNT:**   \$ 1,165,000.00

Surety: Philadelphia Indemnity Insurance  
Company

Attorney-in-fact: Michael E. Cundiff

Address: 231 St. Asaph's Road, Suite 100  
Bala Cynwyd, PA 19004-0950

**MATERIAL AND LABOR BOND PRINCIPAL AMOUNT:**   \$ 582,500.00

Surety: Philadelphia Indemnity Insurance  
Company

Attorney-in-fact: Michael E. Cundiff

Address: 231 St. Asaph's Road, Suite 100  
Bala Cynwyd, PA 19004-0950

**CASH MONUMENT SECURITY:**   \$

Amount deposited per Cash Receipt No. P 2986

Date: 2/6/13

FIRST TERM PREMIUM FULLY EARNED

BOND NO. PB03180000003

INITIAL PREMIUM: \$23,300.00

SUBJECT TO RENEWAL

**CITY OF WILDOMAR**

**TRACT MAP NO. 31736-1 IMPROVEMENTS**

**FORM OF PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and Oak Springs Ranch, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 31736-1 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated FEB 19, 2013 ("Improvement Agreement");

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

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

NOW, THEREFORE, Principal and Philadelphia Indemnity Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Pennsylvania, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of One Million One Hundred Sixty Five Thousand Dollars (\$1,165,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

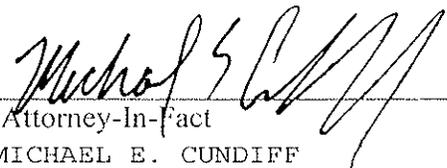
THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement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

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

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

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

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at PASADENA, CA, this 20TH day of FEBRUARY, 2013.

Oak Springs Ranch, LLC Principal By:  Its: <u>Managing Member VICE PRES.</u> <u>ANTHONY DITTEAUX</u> (print name)	PHILADELPHIA INDEMNITY INSURANCE COMPANY Surety By:  Attorney-In-Fact <u>MICHAEL E. CUNDIFF</u> ATTORNEY - IN - FACT (print name)
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**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**

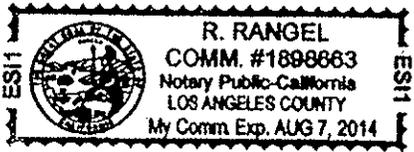
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles }

On 2/20/2013 before me, R. RANGEL  
Date Here Insert Name and Title of the Officer

personally appeared Michael E. Cundiff  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

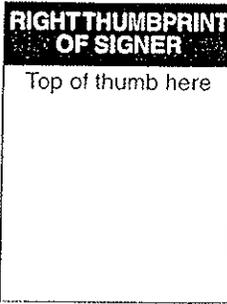
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

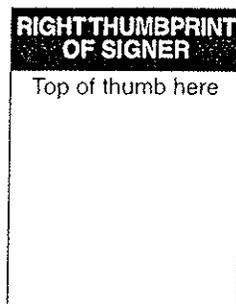
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

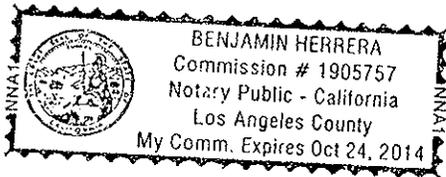
State of California

County of Los Angeles

On Feb. 20, 2013 before me, Benjamin Herrera Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Anthony Dittcaux  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ 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.

Place Notary Seal Above

Signature: [Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

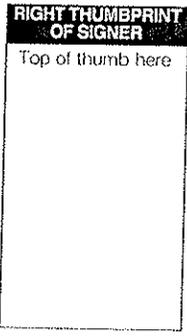
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer -- Title(s): \_\_\_\_\_
- Individual
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer -- Title(s): \_\_\_\_\_
- Individual
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: MICHAEL E. CUNDIFF, MICHAEL G. HALL AND JASMINE SHUPPER OF PHILADELPHIA INDEMNITY INSURANCE COMPANY its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00 ;

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 15<sup>TH</sup> DAY OF NOVEMBER 2012.



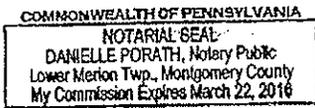
(Seal)



President

Sean S. Sweeney, President  
Philadelphia Indemnity Insurance Company

On this 15<sup>th</sup> day of November 2012, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:



residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Sean S. Sweeney, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of February 2012

  
\_\_\_\_\_  
Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

BOND NO. PB03180000003  
INITIAL PREMIUM: INCLUDED IN PERFORMANCE BOND  
SUBJECT TO RENEWAL

**CITY OF WILDOMAR**  
**TRACT MAP 31736-1 IMPROVEMENTS**  
**FORM OF LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and Oak Springs Ranch, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 31736-1 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated FEB 19, 2013 ("Improvement Agreement");

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

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

NOW, THEREFORE, Principal and Philadelphia Indemnity Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Pennsylvania, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Five Hundred Eighty Two Thousand Five Hundred Dollars (\$582,500.00), said sum being not less than 50% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

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

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

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

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

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at PASADENA, CA, this 20TH day of FEBRUARY, 2013.

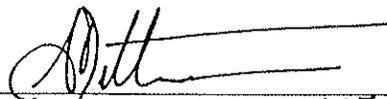
Oak Springs Ranch, LLC

Principal

PHILADELPHIA INDEMNITY  
INSURANCE COMPANY

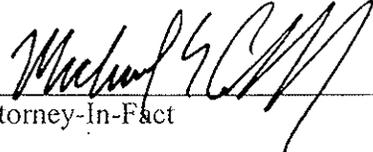
Surety

By:

  
Its: ~~Managing Member~~ VICE PRES.

ANTHONY DITTEAUX  
(print name)

By:

  
Attorney-in-Fact

MICHAEL E. CUNDIFF  
ATTORNEY-IN-FACT

(print name)

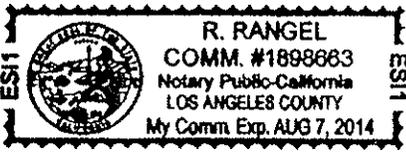
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles }

On 2/20/2013 before me, R. RANGEL  
Date Here Insert Name and Title of the Officer

personally appeared Michael E. Cundiff  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

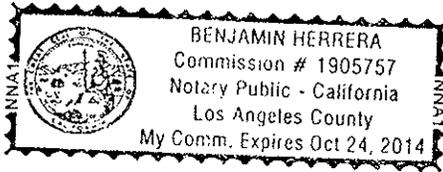
State of California

County of Los Angeles

On Feb. 20, 2013 before me, Benjamin Herrera Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Anthony Dittcaux  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~re~~ 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: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

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Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Individual

Partner --  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Individual

Partner --  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint MICHAEL E. CUNDIFF, MICHAEL G. HALL AND JASMINE SHUPPER OF PHILADELPHIA INDEMNITY INSURANCE COMPANY its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 15<sup>TH</sup> DAY OF NOVEMBER 2012.



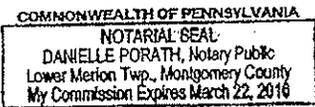
(Seal)

*Sean S. Sweeney*

President

Sean S. Sweeney, President  
Philadelphia Indemnity Insurance Company

On this 15<sup>th</sup> day of November 2012, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

*Danielle Porath*

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

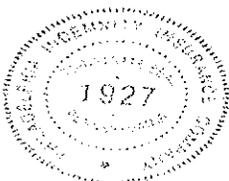
March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Sean S. Sweeney, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20<sup>th</sup> day of February 2013

*Craig P. Keller*

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



## EXHIBIT "D"

### PUBLIC IMPROVEMENT ACCEPTANCE POLICY

1. Payment of a minimum deposit of \$1,500.00 to the City of Wildomar to initiate the acceptance process and establish records for project acceptance, including but not limited to inspections, staff reports, setting up files and records, and completion letters or notices, as appropriate.
2. The Developer/Contractor shall maintain an accurate record of all approved deviations from the plans before and during construction. Upon completion of work, one set of red-lined plans reflecting all such deviations shall be submitted to the City for review. Following the City's review and approval, the redlined sets shall be converted to Record Drawings. The cover sheet shall include the following statement signed by the engineer in responsible charge: These record drawings reflect the original City approved design and City approved revisions thereto, along with all field modifications reported by the contractor. Each sheet shall be marked "RECORD DRAWING" and shall contain the design engineer's original registration stamp and signature.
3. The following shall be submitted to the City of Wildomar in consideration of improvement acceptance:
  - a. One set of large format (36" by 24" or 34" by 22") of record drawings on Mylar (2 mil min thickness). Mylars shall include SafCo Master File Carrier Strip #6551, or approved equal, attached to each sheet. Grid coordinate data for plans, maps, data, and exhibits shall be submitted in California State Plane, Zone II, North American Horizontal Datum of 1983 (NAD 83), and National Geodetic Vertical Datum of 1929 (NGVD 29) grid projection in US survey feet. CAD files shall incorporate these grid data.
  - b. Three Compact Disks (CDs) each containing the following:
    - i. Record Drawings of all improvements in a PDF File. The format shall be Adobe Acrobat, most recent or second most recent published software version. The resolution of improvement plan images shall be at least 400 dpi and the PDF file shall be no larger than 500KB in size per drawing sheet in the file.
    - ii. A separate copy of the Record Drawing sheets for streetlight and traffic signal improvements in a PDF file. The file shall contain all sheets pertaining to streetlight improvements, including streetlight locations and circuit diagrams. The format shall be Adobe Acrobat, most recent or second most recent published software version. The resolution of improvement plan images shall be at least 400 dpi and the PDF file shall be no larger than 500KB in size per drawing sheet in the file.
    - iii. The most up-to-date Computer-Aided Drafting file reflecting the original approved design and any approved revisions that were made electronically. The format shall be AUTOCAD, most recent or second most recent published software version.

- iv. An Excel-compatible spreadsheet data file containing comprehensive attribute data, in the format provided by the Director, for the street system, including signing and striping, associated with the subject development.
- v. An Excel-compatible spreadsheet data file containing comprehensive attribute data, in the format provided by the Director, for the storm drainage system associated with the subject development.

Each CD shall have the name of the project and date of preparation neatly printed on it and shall be initialed by the design engineer.

- 4. 8 ½ x 11 inch exhibit of Tract Map.
- 5. Correction of Project Improvements as listed in the punch lists provided by the City of Wildomar Inspection.

Upon confirmation of completion of all items, this project will be scheduled for approval with the City. Upon approval, a letter of acceptance will be prepared and, where appropriate, bonds will be released.

All correspondence should be directed to:

CITY OF WILDOMAR  
Development Services, Public Works  
23873 Clinton Keith Road, Suite 201  
Wildomar, California 92595  
Telephone: 951/677-7751  
Fax: 951/698-1463  
[www.cityofwildomar.org](http://www.cityofwildomar.org)



# CITY OF WILDOMAR

23873 Clinton Keith Rd, Ste 201, Wildomar, CA 92595  
951.677.7751 Phone, 951.698.1463 Fax  
[www.CityofWildomar.org](http://www.CityofWildomar.org)

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## PROJECT ACCEPTANCE

1. Payment of a minimum deposit of \$1,500.00 to the City of Wildomar to initiate the acceptance process and establish records for project acceptance, including but not limited to inspections, staff reports, setting up files and records, and completion letters or notices, as appropriate.
2. The Developer/Contractor shall maintain an accurate record of all approved deviations from the plans before and during construction. Upon completion of work, one set of red-lined plans reflecting all such deviations shall be submitted to the City for review. Following the City's review and approval, the redlined sets shall be converted to Record Drawings. The cover sheet shall include the following statement signed by the engineer in responsible charge: These record drawings reflect the original City approved design and City approved revisions thereto, along with all field modifications reported by the contractor. Each sheet shall be marked "RECORD DRAWING" and shall contain the design engineer's original registration stamp and signature.
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  - b. Three Compact Disks (CDs) each containing the following:
    - i. Record Drawings of all improvements in a PDF File. The format shall be Adobe Acrobat, most recent or second most recent published software version. The resolution of improvement plan images shall be at least 400 dpi and the PDF file shall be no larger than 500KB in size per drawing sheet in the file.
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    - iii. The most up-to-date Computer-Aided Drafting file reflecting the original approved design and any approved revisions that were made electronically. The format shall be AUTOCAD, most recent or second most recent published software version.

- iv. An Excel-compatible spreadsheet data file containing comprehensive attribute data, in the format provided by the Director, for the street system, including signing and striping, associated with the subject development.
- v. An Excel-compatible spreadsheet data file containing comprehensive attribute data, in the format provided by the Director, for the storm drainage system associated with the subject development.

Each CD shall have the name of the project and date of preparation neatly printed on it and shall be initialed by the design engineer.

4. 8 ½ x 11 inch exhibit of Tract Map.
5. Correction of Project Improvements as listed in the punch lists provided by County of Riverside Inspection and City Inspection.

Upon confirmation of completion of all items, this project will be scheduled for approval with the City. Upon approval, a letter of acceptance will be prepared and, where appropriate, bonds will be released.

All correspondence should be directed to:

CITY OF WILDOMAR  
Development Services, Public Works  
23873 Clinton Keith Road, Suite 201  
Wildomar, California 92595  
Telephone: 951/677-7751  
Fax: 951/698-1463  
[www.cityofwildomar.org](http://www.cityofwildomar.org)

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.5**  
**CONSENT CALENDAR**  
**Meeting Date: March 13, 2013**

---

**TO:** Mayor and Council Members  
**FROM:** Tim D'Zmura, Public Works Director  
**PREPARED:** Dan York, City Engineer  
**SUBJECT:** Subdivision Improvements for Tract 30997, Wildomar Ranches

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council accept as complete the Subdivision Improvements for Tract 30997, Wildomar Ranches and request that the County of Riverside release the improvement security.

**BACKGROUND:**

On September 2, 2008 the County of Riverside entered into an agreement with Wildomar Ranches II, LLC for the improvement of streets and the installation of a water and sewer system within Tract 30997. Tract 30997 is included as Attachment 1. The County is overseeing the improvement agreement and securities that are included as Attachment 2.

The City's public works staff, in conjunction with the County's transportation inspection group, has completed inspection of the project and is recommending acceptance at this time. A copy of the Notice of Completion for the project is included as Attachment 3.

**DISCUSSION:**

Upon acceptance and action by the City Council, the County of Riverside will release the improvement securities in accordance with the Subdivision Improvement Agreement as follows:

<b>Security</b>	<b>Time of Release</b>
Faithful Performance Security	After Council acceptance
Payment Security	120 days after Council acceptance provided no claims have been filed
Warranty Security	365 days after Council acceptance, provided all warranty issues are satisfied

**FISCAL IMPACTS:**

The City is required to maintain the public streets and storm drain less than 36-inches in diameter. City maintenance is funded by Gas Tax and Measure A.

Submitted by:  
Tim D'Zmura  
Public Works Director

Approved by:  
Gary Nordquist  
CityManager

**ATTACHMENTS**

1. Tract map
2. Subdivision Improvement Agreement and Bonds
3. Notice of Completion

# **ATTACHMENT 1**

# **ATTACHMENT 2**

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

509 B



FROM: TLMA - Transportation Dept.

SUBMITTAL DATE:

JUNE 30, 2006

SUBJECT: Approval of TRACT 30997  
A Schedule "B" Subdivision in the WILDOMAR AREA

RECOMMENDED MOTION: That the Board approve the Improvement Agreements and Securities as approved by County Counsel, approve the final map and authorize the Chairman to sign the Improvement Agreements and map for Tract 30997.

BACKGROUND: This map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. The developer desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities which have been approved by County Counsel.

REVIEWED BY EXECUTIVE OFFICE

DATE 6/30/06 AG  
Departmental Concurrence

*George A. Johnson*  
George A. Johnson  
Director of Transportation

HS:lf  
Submittals: Final Map  
Road/Drainage Imprvmt Agrmts  
Water System Imprvmt Agrmts  
Sewer System Imprvmt Agrmts  
Survey Monument Agreements

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Wilson and duly carried, IT WAS ORDERED that the above is approved as recommended.

Ayes: Buster, Stone, Wilson and Ashley  
Nays: None  
Absent: Tavaglione  
Date: July 11, 2006  
xc: Transp., COB

Nancy Romero  
Clerk of the Board  
*Nancy Romero*  
Deputy

Prev. Agn. Ref.: District: 1 Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

2.26

**AGREEMENT  
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Wildomar Ranches II, LLC, hereinafter called Contractor.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 30997, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Eight hundred thirty-five thousand and no/100 Dollars (\$835,000.00).

**SECOND:** Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgement rendered.

**THIRD:** County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

**FOURTH:** The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

**FIFTH:** The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

**SIXTH:** Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

**EIGHTH:** Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

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

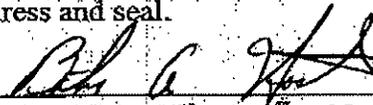
County

Contractor

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

Wildomar Ranches II, LLC  
20100 S. Western Avenue  
Torrance, CA 90501

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By   
President, Wesco Homes & Development Inc.  
Title Managing Member of Wildomar Ranches II, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

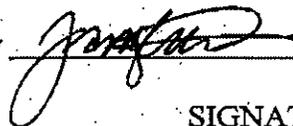
COUNTY OF RIVERSIDE

By   
**BOB BUSTER** CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:  
NANCY ROMERO,  
Clerk of the Board

By   
Deputy

APPROVED AS TO FORM  
JOE S. RANK, County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE WITNESSES BY NOTARY  
AND EXECUTED IN TRIPPLICATE

JUL 11 2006

2.26

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5807

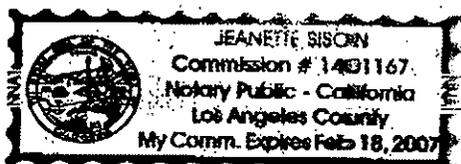
State of CALIFORNIA

County of LOS ANGELES

On DEC 9, 2005 before me, JEANETTE SISON, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared BART A. HORNSTEIN  
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

*Jeanette Sison*  
SIGNATURE OF NOTARY

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)  LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

**AGREEMENT  
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Wildomar Ranches II, LLC, hereinafter called Contractor.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 30997, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Elsinore Valley Municipal Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of One hundred eighty-five thousand and no/100 Dollars (\$185,000.00).

**SECOND:** Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgement rendered.

**THIRD:** County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Landowner shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Landowner shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

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

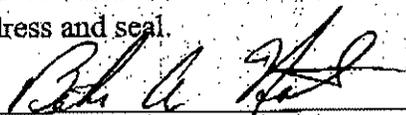
County

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

Contractor

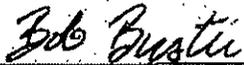
Wildomar Ranches II, LLC  
20100 S. Western Avenue  
Torrance, CA 90501

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

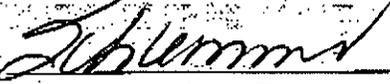
By   
President, Wesco Homes & Development Inc.  
Title Managing Member of Wildomar Ranches II, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_

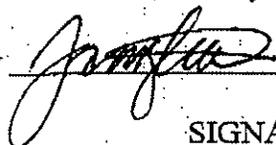
COUNTY OF RIVERSIDE

By   
**BOB BUSTER** CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:  
NANCY ROMERO,  
Clerk of the Board

By   
Deputy

APPROVED AS TO FORM  
JOE S. RANK, County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE WITNESSES BY NOTARY  
AND EXECUTED IN TRIPPLICATE

JUL 11 2006 226

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

NO. 5007

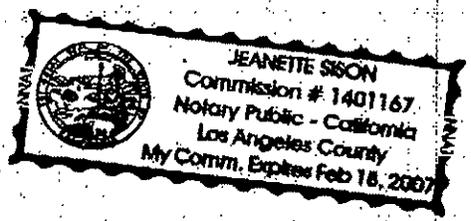
State of CALIFORNIA

County of LOS ANGELES

On DEC 9, 2005 before me, JEANETTE SISON, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared BART A. HODINSTEIN  
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Jeanette Sison  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**AGREEMENT  
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Wildomar Ranches II, LLC, hereinafter called Contractor.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 30997, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Elsinore Valley Municipal Water District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of Three hundred thirty thousand and no/100 Dollars (\$330,000.00).

**SECOND:** Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgement rendered.

**THIRD:** County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

**FOURTH:** The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

**FIFTH:** The Contractor shall provide adequate notice and warning to the traveling public of each and every

hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

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

County

Contractor

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

Wildomar Ranches II, LLC  
20100 S. Western Avenue  
Torrance, CA 90501

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By [Signature]  
President, Wesco Homes & Development Inc.  
Title Managing Member of Wildomar Ranches II, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By [Signature]  
**BOB BUSTER** CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:  
NANCY ROMERO,  
Clerk of the Board

By [Signature]  
Deputy

APPROVED AS TO FORM  
JOE S. RANK, County Counsel

By [Signature]

SIGNATURES OF CONTRACTOR MUST BE WITNESSES BY NOTARY  
AND EXECUTED IN TRIPLICATE

JUL 11 2006

226

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CALIFORNIA

County of LOS ANGELES

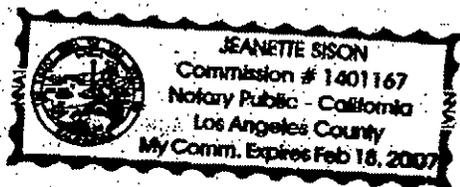
On DEC 9, 2005 before me, JEANETTE SISON, NOTARY PUBLIC

DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared BART A HORNSTEIN

NAME(S) OF SIGNER(S)

[X] personally known to me - OR - [ ] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Handwritten signature of Jeanette Sison

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- [ ] INDIVIDUAL
[ ] CORPORATE OFFICER

TITLE(S)

- [ ] PARTNER(S) [ ] LIMITED
[ ] GENERAL

- [ ] ATTORNEY-IN-FACT
[ ] TRUSTEE(S)
[ ] GUARDIAN/CONSERVATOR
[ ] OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

**AGREEMENT  
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Wildomar Ranches II, LLC hereinafter called Contractor.

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 30997, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, his surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of Seventeen thousand two hundred and no/100 Dollars (\$17,200.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the County Surveyor. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the monuments, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgement rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees

and contractors of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow him to carry out this agreement.

FIFTH: Contractor agrees to file with County prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

SIXTH: If contractor neglects, refuses, or fails to prosecute the work as to insure its completion within the time specifies, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor in such agreement, but said termination shall not affect or terminate any of the rights of County as against Contractor or his Surety then existing or which thereafter accrue because of such default. The determination of the County Surveyor of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, his Surety, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

SEVENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

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

County

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

Contractor

Wildomar Ranches II, LLC  
20100 S. Western Avenue  
Torrance, CA 90501

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By [Signature]  
President, Wesco Homes & Development Inc  
Title Managing Member of Wildomar Ranches II, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By [Signature]  
**BOB BUSTER** CHAIRMAN, BOARD OF SUPERVISORS

ATTEST  
NANCY ROMERO,  
Clerk of the Board

By [Signature]  
Deputy

APPROVED AS TO FORM  
JOE S. RANK, County Counsel

By [Signature]

SIGNATURES OF CONTRACTOR MUST BE WITNESSES BY NOTARY  
AND EXECUTED IN TRIPLICATE

JUL 11 2006 220

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

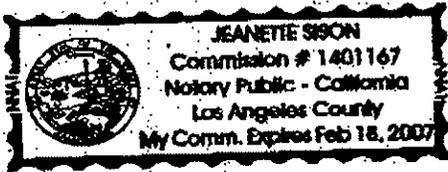
State of CALIFORNIA

County of LOS ANGELES

On DECEMBER 9, 2005 before me, JEANETTE SISON, NOTARY PUBLIC

personally appeared BART A. HORNSTEIN

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



WITNESS my hand and official seal.

Signature of Notary: Jeanette Sison

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
CORPORATE OFFICER

- PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

**MATERIAL AND LABOR BOND**  
**COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
 (Government Code Section 66499.1)

FOR: Streets and Drainage	\$ 417,500.00	Tract No.	30997
Water System	\$ 92,500.00	Parcel Map No.	
Sewer System	\$ 165,000.00	Bond No.	6331934
		Premium	incl in Performance bond

Surety	Safeco Insurance Company of America	Principal	Wildomar Ranches II, LLC
Address	330 N. Brand Boulevard	Address	20100 S. Western Avenue
City/State	Glendale, CA	City/State	Torrance, CA
Zip	91203	Zip	90501
Phone	949-956-4338	Phone	(310) 224-5000

WHEREAS, the County of Riverside, State of California, and Wildomar Ranches II, LLC (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 30997, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Riverside to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of Six Hundred Seventy Five Thousand Dollars (\$ 675,000.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitles to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FORM APPROVED  
 COUNTY COUNSEL

MAR 24 2006

BY *J. [Signature]*

**MATERIAL AND LABOR BOND**

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on December 2nd, 2005

NAME OF PRINCIPAL: Wildomar Ranches II, LLC

AUTHORIZED SIGNATURE(S) By: *Barton A. Hornstein*, President  
Title

*T. C. Anderson* SECRETARY

Barton A. Hornstein, President, and  
T. C. Anderson, Secretary, of  
Wesco Homes & Development,  
Inc., Managing Member of  
Wildomar Ranches II, LLC.

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Safeco Insurance Company of America

AUTHORIZED SIGNATURE: *Jane Kepner*

Its Attorney-in-Fact Title  
Jane Kepner, Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)



ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

State of CALIFORNIA

County of LOS ANGELES

On DECEMBER 7, 2005 before me, JEANETTE SISON, NOTARY PUBLIC

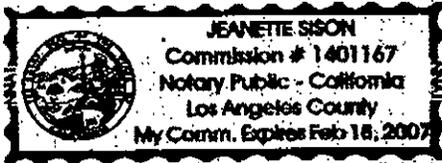
DATE

NAME, TITLE OF OFFICER (E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared BART A. HORNSTEIN & T.C. ANDERSON

NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

*Jeanette Sison*  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5807

State of California

County of Orange

On 12/2/05 before me, Rhonda C. Abel, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Jane Kepner

NAME(S) OF SIGNER(S)

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

WITNESS my hand and official seal.



Rhonda C. Abel  
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)  LIMITED
- ATTORNEY-IN-FACT  GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

TITLE OR TYPE OF DOCUMENT

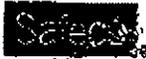
NUMBER OF PAGES

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



POWER OF ATTORNEY

Safeco Insurance Companies
PO Box 34528
Seattle, WA 98124-1528

No. 8675

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

RHONDA C. ABEL; JERI A. ODACA; ALEXIS H. BRYAN; LINDA ENRIGHT; JANE KEFNER; NANETTE MARIELLA-MYERS; MIKE PARIZINO; GRACE REZA; ROSA E. RIVAS; JAMES A. SCHALLER; ASHLEY K. WARD; Irvine, California

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 2nd day of June 2005

Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

Handwritten signature of Mike Peters

MIKE PETERS, PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

On any certificate executed by the Secretary or an assistant secretary of the Company setting out: (i) The provisions of Article V, Section 13 of the By-Laws, and (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and (iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof.

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 5th day of December 2005



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

**FAITHFUL PERFORMANCE BOND**  
**COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
 (Government Code Section 66499.1)

FOR: Streets and Drainage	\$ 835,000.00	Tract No.	30997
Water System	\$ 185,000.00	Parcel Map No.	
Sewer System	\$ 330,000.00	Bond No.	6331934
		Premium	\$ 24,300.00

Surety	<u>Safeco Insurance Company of America</u>	*Principal	<u>Wildomar Ranches II, LLC</u>
Address	<u>330 No. Brand Boulevard</u>	Address	<u>20100 S. Western Avenue</u>
City/State	<u>Glendale, CA</u>	City/State	<u>Torrance, CA 90501</u>
Zip	<u>91203</u>	Zip	<u>90501</u>
Phone	<u>949 956-4338</u>	Phone	<u>(310) 224-5000</u>

WHEREAS, the County of Riverside, State of California, and Wildomar Ranches II, LLC

(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 30997, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and Safeco Insurance Company of America, as surety, are held and firmly bound unto the County of Riverside in the penal sum of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

FORM APPROVED  
 COUNTY COUNSEL  
 MAR 24 2006  
 BY *[Signature]*

**FAITHFUL PERFORMANCE BOND**

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement is complete, the County of Riverside will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreements(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on December 2nd, 2005.

NAME OF PRINCIPAL: Wildomar Ranches II, LLC

AUTHORIZED SIGNATURE(S): By: *Barton A. Hornstein*, President  
Title

*T. C. Anderson*, SECRETARY  
Barton A. Hornstein, President, and  
T. C. Anderson, Secretary, of  
Wesco Homes & Development,  
Inc., Managing Member of  
Wildomar Ranches II, LLC.  
(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Safeco Insurance Company of America

AUTHORIZED SIGNATURE: *Jane Kepner*  
Its Attorney-in-Fact Title  
Jane Kepner, Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

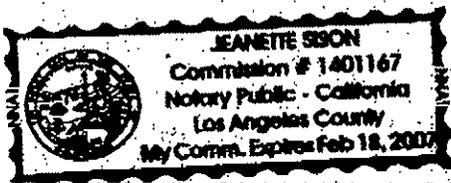
State of CALIFORNIA

County of LOS ANGELES

On DECEMBER 7, 2005 before me, JEANETTE GIBSON, NOTARY PUBLIC,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared BART A. HORNSTEIN & T.C. ANDERSON
NAME(S) OF SIGNER(S)

[X] personally known to me - OR - [ ] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Handwritten signature of Jeanette Gibson

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- [ ] INDIVIDUAL
[ ] CORPORATE OFFICER

TITLE(S)

- [ ] PARTNER(S) [ ] LIMITED [ ] GENERAL
[ ] ATTORNEY-IN-FACT
[ ] TRUSTEE(S)
[ ] GUARDIAN/CONSERVATOR
[ ] OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Orange

On 12/2/05 before me, Rhonda C. Abel, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Jane Kepner  
NAME(S) OF SIGNER(S)

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

WITNESS my hand and official seal.

Rhonda C. Abel  
SIGNATURE OF NOTARY



OPTIONAL

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  - ATTORNEY-IN-FACT  GENERAL
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER: \_\_\_\_\_

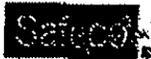
NUMBER OF PAGES

SIGNER IS REPRESENTING:

DATE OF DOCUMENT

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE



POWER OF ATTORNEY

Safeco Insurance Companies  
PO Box 34526  
Seattle, WA 98124-1526

No. 9675

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*RHONDA C. ABBE; JERI APODACA; ALEXIS H. BRYAN; LINDA ENRIGHT; JANE KEPNER; NANETTE MARIELLA-MYERS; MIKE PARIZINO; GRACE REZA; ROSA E. RIVAS; JAMES A. SCHALLER; ASHLEY M. WARD; Irvine, California\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 2nd day of June 2005

STEPHANIE DALEY-WATSON, SECRETARY

MIKE PETERS, PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. -- FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out:  
(i) The provisions of Article V, Section 13 of the By-Laws, and  
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and  
(iii) Certifying that said power-of-attorney appointment is in full force and effect,  
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 2nd day of December 2005



STEPHANIE DALEY-WATSON, SECRETARY

**SUBDIVISION MONUMENT BOND**  
**COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
 (Government Code Section 66496)

Tract/Parcel Map No. 30997Bond No. 6331933

Safeco Insurance Company of America

Surety

Address 330 No. Brand BoulevardCity/State Glendale, CAZip 91203Phone 818 956-4338Principal Wildomar Ranches II, LLCAddress 20100 S. Western AvenueCity/State Torrance, CAZip 90501Phone (310) 224-5000

## KNOW ALL MEN BY THESE PRESENTS:

That, Wildomar Ranches II, LLC  
 subdivider, as principal, and ~~Safeco Insurance Company of America~~  
 a corporation, as surety, are hereby jointly and severally bound to pay to the County of Riverside  
 the sum of Seventeen Thousand Two Hundred Dollars (\$ 17,200.00 ).

The condition of this obligation is that, whereas the subdivider, as a condition of the filing of the  
 final map of Tract/Parcel Map Number 30997, entered into an agreement with the  
 County of Riverside to set Survey Monuments and Tie Points in said tract and furnish Tie Notes  
 therefore and to pay the engineer or surveyor performing the work, in full, within 30 days after  
 completion.

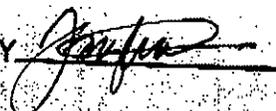
NOW, THEREFORE, if the subdivider shall well and truly perform said agreement during the  
 original term thereof, or of any extension of said term that may be granted by the County of  
 Riverside, with or without notice to the surety, then this obligation shall become null and void;  
 otherwise, it shall remain in full force and effect.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition  
 to the terms of this agreement or to the work to be performed thereunder or the specifications  
 accompanying the same shall in anywise affect its obligation on this bond, and it does hereby  
 waive notice of any such change, extension of time, alteration or addition. Surety further  
 stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement  
 of construction are not conditions precedent to surety's obligations hereunder and are hereby  
 waived by surety.

FORM APPROVED  
 COUNTY COUNSEL

MAR 24 2006

BY 

### SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on December 2nd, 2005

NAME OF PRINCIPAL: Wildomar Ranches II, LLC

AUTHORIZED SIGNATURE(S) By: *Barton A. Hornstein*, President  
Title

*T. C. Anderson* SECRETARY

Barton A. Hornstein, President, and  
T. C. Anderson, Secretary, of  
Wesco Homes & Development,  
Inc., Managing Member of  
Wildomar Ranches II, LLC.  
(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Safeco Insurance Company of America

AUTHORIZED SIGNATURE: *Jane Kepner*  
Its Attorney-in-Fact Title  
Jane Kepner, Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

Nd. 5907

State of CALIFORNIA

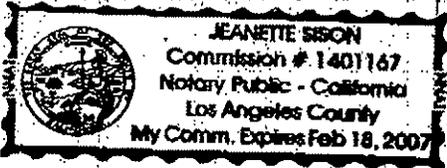
County of LOS ANGELES

On DECEMBER 7, 2005 before me, JEANETTE GIBSON, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared BART A. HORNSTEIN & T.C. ANDERSON  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*Jeanette Gibson*  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Orange

On 12/2/05 before me, Rhonda C. Abel, Notary Public  
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

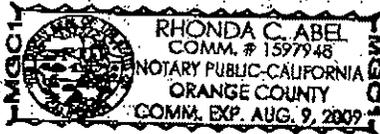
personally appeared Jane Kepner

NAME(S) OF SIGNER(S)

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

WITNESS my hand and official seal.

Rhonda C. Abel  
SIGNATURE OF NOTARY



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- TITLE(S)
- PARTNER(S)  LIMITED
  - ATTORNEY-IN-FACT  GENERAL
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER: \_\_\_\_\_

TITLE OR TYPE OF DOCUMENT

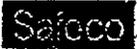
NUMBER OF PAGES

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



POWER OF ATTORNEY

Safeco Insurance Companies  
PO Box 34526  
Seattle, WA 98124-1526

No. 9675

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*RHONDA C. ABEL; JERI AFODACA; ALEXIS H. BRYAN; LINDA ENRIGHT; JANE KEPNER; NANETTE MARIELLA-MYERS; MIKE PARIZINO; GRACE REZA; ROSA B. RIVAS; JAMES A. SCHALLER; ASHLEY K. WARD, Irvine, California\*\*\*\*\*

Its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 2nd day of June 2005

STEPHANIE DALEY-WATSON, SECRETARY

MIKE PETERS, PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out:  
(i) The provisions of Article V, Section 13 of the By-Laws, and  
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and  
(iii) Certifying that said power-of-attorney appointment is in full force and effect,  
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 2nd day of December 2005



STEPHANIE DALEY-WATSON, SECRETARY

**IMPORTANT NOTICE TO SURETY BOND CUSTOMERS REGARDING  
THE TERRORISM RISK INSURANCE ACT OF 2002**

As a surety bond customer of one of the SAFECO insurance companies (SAFECO Insurance Company of America, General Insurance Company of America, First National Insurance Company, American States Insurance Company or American Economy Insurance Company), it is our duty to notify you that the Terrorism Risk Insurance Act of 2002 extends to "surety insurance". This means that under certain circumstances we may be eligible for reimbursement of certain surety bond losses by the United States government under a formula established by this Act.

Under this formula, the United States government pays 90% of losses caused by certified acts of terrorism that exceed a statutorily established deductible to be paid by the insurance company providing the bond. The Act also establishes a \$100 billion cap for the total of all losses to be paid by all insurers for certified acts of terrorism. Losses on some or all of your bonds may be subject to this cap.

This notice does not modify any of the existing terms and conditions of this bond, the underlying agreement guaranteed by this bond, any statutes governing the terms of this bond or any generally applicable rules of law.

At this time there is no premium change resulting from this Act.

# **ATTACHMENT 3**

NOTICE OF COMPLETION

TRACT / PARCEL MAP NO. 30997

DATE: 2/14/13

Construction on Tract 30997, IP 050006, located in the City of Wildomar, has been completed in accordance with the approved plans.

I recommend acceptance of: Streets  Water  Sewer  Storm Drain

Construction Began: February 2006

Developer: Wesco

**Contractors:**

Landscaping: Adame Landscaping Co.

Storm Drain: Earl Fraser Const. Co.

Streets: All American Asphalt

Curb and Gutter: Southwest Const. Co.

Water: Earl Fraser Const. Co.

Sewer: Earl Fraser Const. Co.

Utilities: Cass Const. Co.

Gas: \_\_\_\_\_

Riverside County Flood Control Released by: N/A Date: \_\_\_\_\_

Landscaping Accepted by: N/A Date: \_\_\_\_\_

Traffic Signal Accepted by: N/A Date: \_\_\_\_\_

Water/Sewer Accepted by: EVMWD Date: 9/16/11

Survey Monuments Completed/Checked with: Bob Robinson Date: 3/20/12

As Builts Received / Approved on: Yes 10/23/2012

Structural Section: SEE ATTACHED SHEET

Remarks: Contractor's performance was satisfactory.



Date: 2-14-13

Inspector

Transportation - Construction Inspection Department

**Construction Inspection Report of Completion  
For Modification / Addition To Pavement Management System**



Project / Tract No.: 30997

Plan / Profile No. 941Q

Date Completed: \_\_\_\_\_

Remarks: \_\_\_\_\_

Type of Project: Sub-Division

Street Name	Length Ft.	Pavement Width (Ft.)	C&G	Dike	Structural Section A.C. / Agg Base (Tenths)
<u>Cashew St</u>	_____	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>.25'A.C./ .53' AB II</u>
<u>Laguna Rd</u>	_____	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>.25'AC./ .56' AB II</u>
<u>Wesley St.</u>	_____	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>.25AC/ .82' AB II</u>
<u>Cabernet Pl.</u>	_____	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>.25'AC/ .54' AB II</u>
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
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			<input type="checkbox"/>	<input type="checkbox"/>	

Drainage: Storm Drain  Drop Inlets / 303's

Other - RCB's, Bridge, Dip Xing. Etc  Horse Trail

Wheel Chair Ramps Installed? Yes  No

Off-Site Improvements: \_\_\_\_\_

Inspector: Joe Axtell

Supervisor: George Yassa

Date: 2/14/13

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.6**  
**CONSENT CALENDAR**  
**Meeting Date: March 13, 2013**

---

**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, City Manager  
**SUBJECT:** Janitorial Services Purchase Order - Marna O'Brien Park

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to issue a purchase order to A&A Janitorial Services for \$1,070 per month thru 6-30-2013.

**BACKGROUND/DISCUSSION:** On February 4, 2013, Staff conducted a solicitation of vendors to provide janitorial services at Marna Obrien Park. Four quotes were received and Staff is recommending A&A Janitorial Services to be issued a purchase order to provide services through June 30, 2013. The firm of A&A Janitorial Services has provided these services to the City in the past and the pricing is competitive. With the ongoing changes at the Parks, Staff is recommending issuing as this interim purchase order until the request for proposal for a multi-year agreement process is completed. This process is planned to be completed prior to July 1, 2013.

**FISCAL IMPACTS:**

Funds are available in the Community Services Department budget for these services.

Submitted & Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

Verbal/Written Quote Summary Sheet

# Attachment A

## City of Wildomar

### VERBAL/Written QUOTE SUMMARY SHEET

Minimum 3 verbal quotes required for items/services costing at least \$1,000 but less than \$9,999.  
Minimum 3 written quotes required for items/services costing at least \$10,000 but less than \$50,000.

Use this form to summarize quotes received and to recommend vendor for award.

Item/Service Requested: Janitorial Services for Marna O'Brien Park

Name: Paula Willette Dept: Community Services Phone: 951.677.7751 ext. 206

Signature of Person Obtaining Quotes: \_\_\_\_\_

Note: If you are unable to obtain 3 quotes, contact the Purchasing Department at (951) 677-7751, x 212.

#	Date	Vendor Name	Contact Person	Phone Number	Total \$ Amount Quoted
1	2-4-13	A&A Janitorial Services	Gordon Anderson	951-293-1833	\$1,070 cleaning & graffiti removal + materials
2	2-4-13	Pacific West Maintenance	David Knip	951.454.4827	\$975 includes all graffiti on building & daily porter service - \$65 per hour + materials for all other graffiti
3	2-4-13	Personal Touch	Sarah Harman	800-650-2092	\$1,182 cleaning and \$180 for 2 services per week. Removal from walls or concrete \$90 per hour 2 hr min.
4	2-4-13	Service Master	Larry	larry@servicemaster.com 951.973.1048	\$1,425 includes porter service - \$65 per hour + materials for graffiti
5	2-5-13	PacificClean	Denise Ritzman	951.973.1051	\$2,100 includes daily porter service and all graffiti

Recommended Vendor: APT Janitorial - Wildomar 6/30/2013

(If you are recommending other than low quote, you are required to provide written justification as to why low quote was not selected):

Purchasing Acknowledgement: [Signature] Date: 3/6/2013

Attach this form and written quotes to the vendor file and/or Purchase Order for submittal to Purchasing. Questions may be directed to the Purchasing Division (951) 677-7751 x 212.

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #2.1**  
**PUBLIC HEARING**  
**Meeting Date: March 13, 2013**

---

**TO:** Mayor and City Council Members  
**FROM:** Matthew C. Bassi, Planning Director  
**SUBJECT:** Change of Zone No. 12-0386; 33891 Mission Trail; APN 370-060-045; Mission Pools

**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, APPROVING CHANGE OF ZONE NO. 12-0386 FROM R-R (RURAL RESIDENTIAL) TO M-SC (MANUFACTURING SERVICE COMMERCIAL) TO BE CONSISTENT WITH THE GENERAL PLAN LAND USE DESIGNATION OF LIGHT INDUSTRIAL (LI) FOR A 2.5 ACRE SITE LOCATED AT 33891 MISSION TRAIL IN THE CITY OF WILDOMAR (APN: 370-060-045)

**PROJECT BACKGROUND**

The Planning Commission reviewed the proposed change of zone at its February 20, 2013 meeting. The only speaker from the public was the applicant's representative, Mr. Larry Markham. Upon considering the staff report, presentation and its deliberations for the proposed request, the Planning Commission voted 4-0-1 (Chairman Smith abstained) to adopt PC Resolution No. 13-04 recommending City Council approval of Change of Zone No. 12-0386.

**PROJECT DESCRIPTION**

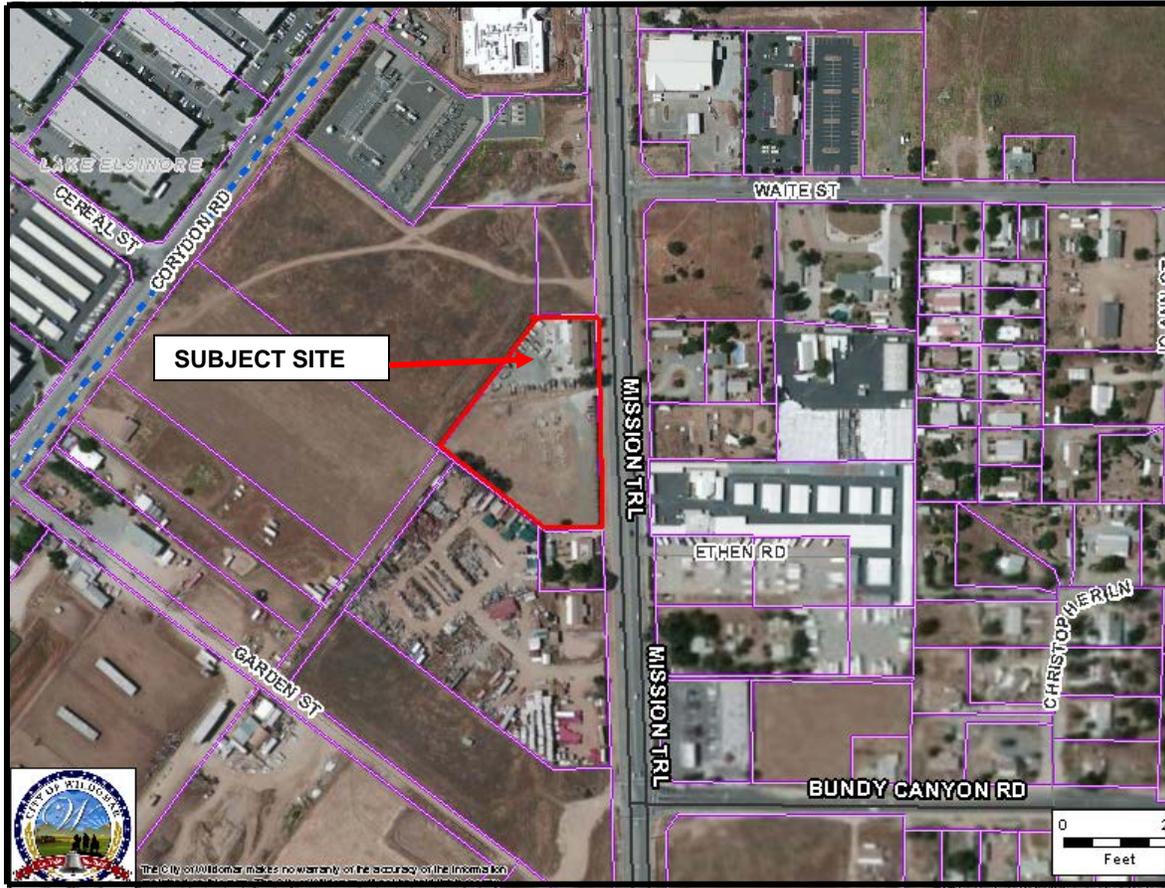
The applicant is requesting City Council approval of a change of zone (CZ No. 12-0386) from R-R (Rural Residential) to M-SC (Manufacturing Service Commercial) for the property located at 33891 Mission Trail (APN: 370-060-045). Approval of the change of zone will bring the property into consistency with the General Plan land use designation of Light Industrial (LI).

The property is currently owned by Mission Pools and is being used site for their headquarters and storage yard. The project site is 2.5 acres in size and is located on the west side of Mission Trail just north of Bundy Canyon Road. The project site is surrounded by relatively vacant land to the west and north. A blend of existing commercial and retail uses are located east of the site across Mission Trial. There are existing industrial users immediately south of the site.

The table below summarizes the current Land Use, General Plan and Zoning designations of the subject site and surrounding properties. The subject site and surrounding area is shown in the vicinity/aerial map provided on the following page.

<b>ADJACENT ZONING, LAND USE AND APPLICABLE STANDARDS</b>			
<b>Location</b>	<b>Current Land Use</b>	<b>General Plan Land Use Designation</b>	<b>Zoning</b>
<b>Subject Prop.</b>	Mission Pools Yard	Light Industrial	R-R (Rural Residential)
<b>North</b>	Vacant Residential	Light Industrial	I-P (Industrial Park)
<b>South</b>	Vacant/ Commercial	Light Industrial	R-R (Rural Residential)
<b>East</b>	Retail / Commercial Uses	Commercial Retail	C-1/C-P (General Commercial)
<b>West</b>	Vacant/ Residential	Light Industrial	I-P (Industrial Park)

## Vicinity / Aerial Map



## **PROJECT ANALYSIS**

### Change of Zone:

The proposed Change of Zone from R-R (Rural Residential) to M-SC (Manufacturing Service Commercial) for the subject property is necessary so the site can be consistent with the General Plan land use designation of Light Industrial. As noted above, the surrounding properties to the north, west and south all have a land use designation of Light Industrial. Two of these three properties have a consistent zoning designation of I-P (Industrial Park). The applicant's request to rezone the site to M-SC would be compatible with the IP zoning and is also consistent with the Light Industrial land use designation.

When the County of Riverside adopted its General Plan update in 2003, they planned to follow through with a consistency zoning program to rezone all the land in Wildomar that had changed as a result of the update. Government Code Section 65860(c) states that In the event that a zoning designation becomes inconsistent with a general plan by reason of an amendment or update to the plan, the zoning shall be amended within a reasonable time so that it is consistent with the general plan as amended. However,

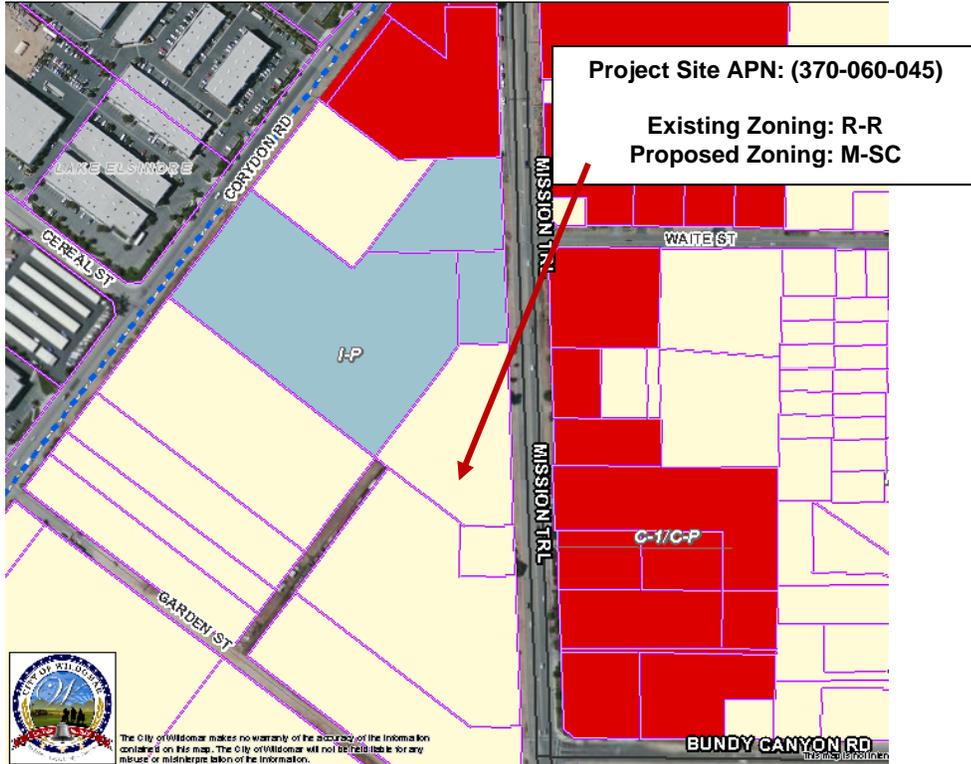
this zoning consistency program was never implemented by the County, so when the City incorporated, we inherited several hundred parcels (including the subject site) that had inconsistent zoning.

It now has been 10 years since the General Plan was updated. While the City is unable to financially perform a comprehensive zoning consistency program at this time, a request by an individual property owner desiring to take on this task (and expense) is beneficial to the City.

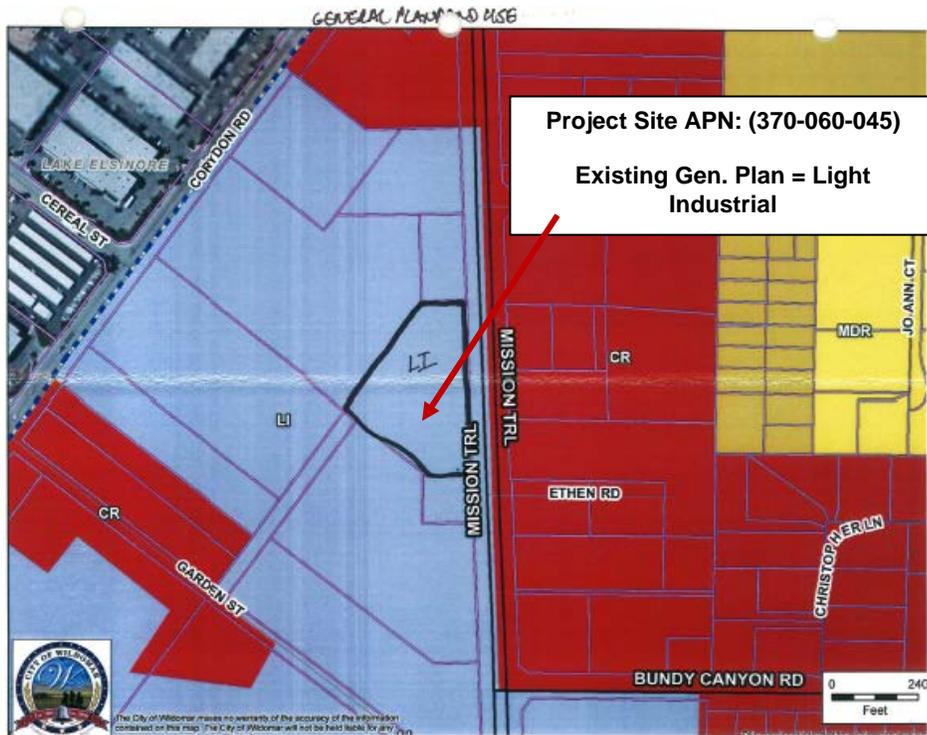
Staff, and by recommendation of the Planning Commission, supports the applicant's request to rezone the site because it will become consistent with the General Plan land use designation. Approval of the change of zone will also eliminate the current non-conforming status for the property. The M-SC zone allows for a variety of service commercial and industrial related land uses including warehousing/distribution, office/storage, assembly and light manufacturing, etc.

According to General Plan policy, LU-42, the intent of the Light Industrial land use designation is intended to: 1) promote and attract industrial and manufacturing activities which will provide jobs to local residents and strengthen the City's economic base; 2) provide the necessary improvements to support industrial growth; and 3) insure that new industry is compatible with uses on adjacent lands. With the proposed zoning of M-SC in place, consistent with the General Plan land use designation, the existing business meets this policy. Further, approval of the change of zone will remove any non-conforming land use status on the site. The exhibit on the following page illustrates the applicant's change of zone request. An illustration of the General Plan land use for the site and surrounding properties is also provided on the following page.

## Existing and Proposed Zoning Exhibit



## General Plan Land Use Exhibit



## **ENVIRONMENTAL DISCUSSION**

The General Plan is not a stand-alone document and is designed to be used in tandem with several other adopted City regulatory documents and plans, such as the City's Zoning Ordinance. In order to maintain consistency with the General Plan, updates of the Zoning Ordinance are required.

The General Plan is a long-term policy guide for the development of the City, but does not propose specific development that can be analyzed at a project-specific level. Therefore, the General Plan EIR is a program EIR. A program EIR provides a more general analysis that focuses on the overall effects of implementation of the General Plan. Because the General Plan does not contain details of any specific project, the location-specific effects cannot be analyzed without speculation as to the ultimate use that could be proposed on a particular site. "Where future development is unspecified and uncertain, no purpose can be served by requiring an EIR to engage in sheer speculation as to future environmental consequences." (City of Santee v. County of San Diego (1989) 214 Cal.App3d at p. 1453)

Any future development applications on the subject site will be subject to project-specific CEQA review at the time a project is proposed to determine if mitigation would be required to reduce potential impacts. This process would include an opportunity for public review and comment. If feasible measures are available to reduce impacts, those will be imposed on the site-specific project. However, as there is currently no development proposal for the subject site, there is insufficient information to conduct project-level review at this time and any attempt to provide project-level review would be speculative. As the proposed zoning is consistent with the General Plan designation assumed in the General Plan and analyzed in the EIR for the General Plan (EIR No. 441), the General Plan EIR analysis provides adequate program level of analysis of potential impacts. No further analysis is required. A copy of EIR No. 441 is available for review at City Hall and can be found online at: [www.rctlma.org/genplan/default.aspx](http://www.rctlma.org/genplan/default.aspx).

## **REQUIRED FINDINGS**

### CEQA Findings:

The Planning Commission recommends the City Council, in light of the whole record before it, including but not limited to, the Commission report dated February 6, 2013, the Council report dated March 13, 2013, the City of Wildomar General Plan Environmental Impact Report (EIR) No. 441, Public Resources Code Section 21083.3, and the CEQA Guidelines Section 15162, find and determine as follows:

- A. The General Plan adopted by the Riverside County Board of Supervisors in 2003, and subsequently adopted by the City of Wildomar City Council on July 1, 2008 (per Resolution No. 08-01) has designated said property located at 33891 Mission Trail (APN: 370-060-045) as Light Industrial to accommodate industrial development for which EIR No. 441 analyzed potential environmental impacts. Prior to adoption of the General Plan and EIR No. 441 the subject site

was used for industrial purposes and is currently being used for industrial purposes. The subject site does not contain any features that would create environmental impacts that would be peculiar to the subject site beyond what was originally analyzed and evaluated in the General Plan and EIR No. 441.

B. In accordance with Section 15162 of the CEQA Guidelines, no subsequent EIR is needed for the proposed Change of Zone from R-R (Rural Residential) to M-SC (Manufacturing Service Commercial) to be consistent with the General Plan land use designation of Light Industrial for said property located at 33891 Mission Trail (APN: 370-060-045), as none of the three conditions set forth in Section 15162 (1) – (3) exist as follows:

(1) The land use designation for the property has not changed since the General Plan and EIR No. 441 were adopted in 2003. Therefore, there has been no substantial changes to the project that would require major revisions to EIR No. 441 due to the involvement of new significant environmental impacts or a substantial increase in the severity of previously identified environmental impacts;

(2) No substantial changes have occurred with respect to the circumstances at the property since the General Plan and EIR No. 441 were adopted in 2003 which would require major revisions to EIR No. 441 due to the involvement of new significant environmental impacts or a substantial increase in the severity of previously identified environmental impacts.

(3) There is no new information of substantial importance, which was not known and could not have been known when EIR No. 441 was certified as complete. The proposed Change of Zone from R-R (Rural Residential) to M-SC (Manufacturing Service Commercial) to make the property site zoning designation consistent with the General Plan land use designation of Light Industrial does not result in any increase in impacts or require new mitigation measures originally identified and analyzed in EIR No. 441.

C. That the decision regarding the environmental analysis and discussion above reflects the independent judgment and analysis of the City.

#### Change of Zone:

In accordance with the provisions of the Wildomar Zoning Ordinance, the Planning Commission recommends the City Council make the following finding:

A. The proposed change of zone is in conformance with the adopted General Plan for the City.

The General Plan Land Use Designation for the project site is Light Industrial, and according to the consistency rezoning table established with the adopted General Plan, the M-SC (Manufacturing Service Commercial) zoning category

is highly consistent with the General Plan. Consequently, the Change of Zone from R-R (Rural Residential) to M-SC (Manufacturing Service Commercial) the project site located at 33891 Mission Trail (APN: 370-060-045) is in conformance with the General Plan.

**CONCLUSION**

In conclusion, staff supports the proposed change of zone as it meets the findings described above. The proposal will also result in the property being consistent with the General Plan land use designation of Light Industrial, and removing the non-conforming status.

Submitted by:  
Matthew C. Bassi  
Planning Director

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS**

Ordinance No. \_\_\_\_\_

Exhibit 1 - Legal Description for Change of Zone No. 12-0386

# ATTACHMENT A

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 12-0386 FROM R-R (RURAL RESIDENTIAL) TO M-SC (MANUFACTURING SERVICE COMMERCIAL) TO BE CONSISTENT WITH THE GENERAL PLAN LAND USE DESIGNATION OF LIGHT INDUSTRIAL (LI) FOR A 2.5 ACRE SITE LOCATED AT 33891 MISSION TRAIL IN THE CITY OF WILDOMAR (APN: 370-060-045)**

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

**SECTION 1: ENVIRONMENTAL DETERMINATION**

The City Council, in light of the whole record before it including but not limited to the staff report dated February 6, 2013, the City of Wildomar General Plan Environmental Impact Report (EIR) No. 441, Public Resources Code Section 21083.3, and the CEQA Guidelines Section 15162 hereby finds and determines as follows:

- A. The General Plan adopted by the Riverside County Board of Supervisors in 2003, and subsequently adopted by the City of Wildomar City Council on July 1, 2008 (per Resolution No. 08-01) has designated said property located at 33891 Mission Trail (APN: 370-060-045) as Light Industrial to accommodate industrial development for which EIR No. 441 analyzed potential environmental impacts. Prior to adoption of the General Plan and EIR No. 441 the subject site was used for industrial purposes and is currently being used for industrial purposes. The subject site does not contain any features that would create environmental impacts that would be peculiar to the subject site beyond what was originally analyzed and evaluated in the General Plan and EIR No. 441.
- B. In accordance with Section 15162 of the CEQA Guidelines, no subsequent EIR is needed for the proposed Change of Zone from R-R (Rural Residential) to M-SC (Manufacturing Service Commercial) to be consistent with the General Plan land use designation of Light Industrial for said property located at 33891 Mission Trail (APN: 370-060-045), as none of the three conditions set forth in Section 15162 (1) – (3) exist as follows:
  - (1) The land use designation for the property has not changed since the General Plan and EIR No. 441 were adopted in 2003. Therefore, there have been no substantial changes to the project that would require major revisions to EIR No. 441 due to the involvement of new significant environmental impacts or a substantial increase in the severity of previously identified environmental impacts.

- (2) No substantial changes have occurred with respect to the circumstances at the property since the General Plan and EIR No. 441 were adopted in 2003 which would require major revisions to EIR No. 441 due to the involvement of new significant environmental impacts or a substantial increase in the severity of previously identified environmental impacts.
  - (3) There is no new information of substantial importance, which was not known and could not have been known when EIR No. 441 was certified as complete. The proposed Change of Zone from R-R (Rural Residential) to M-SC (Manufacturing Service Commercial) to make the property site zoning designation consistent with the General Plan land use designation of Light Industrial does not result in any increase in impacts or require new mitigation measures originally identified and analyzed in EIR No. 441.
- C. That the decision regarding the environmental analysis and discussion above reflects the independent judgment and analysis of the City.
- D.

**SECTION 2. REQUIRED CHANGE OF ZONE FINDINGS.**

In accordance with the provisions of the Wildomar Zoning Ordinance, the City Council hereby makes the following finding for Change of Zone No. 12-0386.

- A. The proposed change of zone is in conformance with the adopted General Plan for the City.

The General Plan Land Use Designation for the project site is Light Industrial, and according to the consistency rezoning table established with the adopted General Plan, the M-SC (Manufacturing Service Commercial) zoning category is highly consistent with the General Plan. Consequently, the Change of Zone from R-R (Rural Residential) to M-SC (Manufacturing Service Commercial) the project site located at 33891 Mission Trail (APN: 370-060-045) is in conformance with the General Plan. The proposed change of zone is described herein and illustrated in Exhibit 1 to this Ordinance.

**SECTION 3. AMENDMENT TO THE OFFICIAL ZONING MAP**

The City Council hereby approves Change of Zone No. 12-0386 amending the official zoning map of the City of Wildomar by changing the zoning from R-R (Rural Residential) to M-SC (Manufacturing Service Commercial) for the property shown and described in Exhibit 1 attached to this Ordinance.

**SECTION 4. EFFECTIVE DATE OF ORDINANCE.**

This Ordinance shall take effect and be in full force and operation thirty (30) days after its second reading and adoption.

**SECTION 5. 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 6. City Clerk Action**

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (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 \_\_\_\_\_, 2013.

\_\_\_\_\_  
Timothy Walker  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

# EXHIBIT 1

## CHANGE OF ZONE NO. 12-0386

### LEGAL DESCRIPTION (APN: 370-060-045)

#### LEGAL DESCRIPTION IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THOSE PORTIONS OF LOT 15 IN BLOCK 3 OF SEDCO TRACT NO. 28 AND OF GOVERNMENT LOT 2 IN SECTION 22, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAND BERNARDINO MERIDIAN, ALL IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF SAID TRACT RECORDED IN BOOK 13 PAGE 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND ACCORDING TO THE OFFICIAL PLAT OF SAID TOWNSHIP, RESPECTIVELY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 15;

THENCE NORTH 36°35'32" EAST, 358.55 FEET OF THE NORTHWESTERLY LINE THEREOF TO THE MOST NORTHERLY CORNER OF SAID LOT;  
THENCE NORTH 87°33'00" EAST, 150.00 FEET TO A POINT ON THE WEST LINE OF THE 60.00 FEET WIDE EASEMENT CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 8, 1921 IN BOOK 543, PAGE 249 OF DEEDS;

THENCE SOUTH 02°27'00" EAST, 461.17 FEET ON SAID WEST LINE;

THENCE LEAVING SAID WEST LINE SOUTH 87°33'00" WEST, 150.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT;

THENCE NORTH 53°28'49" WEST ON THE SOUTHWESTERLY LINE THEREOF TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 12, 1993, AS INSTRUMENT NO. 397948.



**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #2.2**  
**PUBLIC HEARING**  
**Meeting Date: March 13, 2013**

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**TO:** Mayor and City Council Members

**FROM:** Matthew C. Bassi, Planning Director  
Jeffrey S. Beiswenger, Project Manager

**SUBJECT:** Light Pollution Ordinance Update

**STAFF REPORT**

**RECOMMENDATION**

Staff recommends that the City Council introduce and approve for first reading an Ordinance entitled:

ORDINANCE NO. \_\_\_\_\_  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15061(B)(3) OF CEQA AND APPROVING AN AMENDMENT TO THE WILDOMAR MUNICIPAL CODE SECTION 8.64 (LIGHT POLLUTION) TO MINIMIZE NEGATIVE IMPACTS OF OUTDOOR LIGHT FIXTURES AND TO ALLOW FOR THE USE OF NEW LIGHTING TECHNOLOGY

**BACKGROUND**

The City Council authorized the Planning Department to prepare an update to the City's Light Pollution Ordinance (Chapter 8.64 of the Wildomar Municipal Code) tailored to meet the specific needs of Wildomar. The existing light pollution ordinance was first drafted by Riverside County and no longer meets the specific needs of the city. The update also incorporates the applicable provisions of Ordinance 915 (approved by Riverside County in December 2011) to address light migration between properties as requested by the Council.

This item was discussed at a January 9, 2013 study session with the Council. The following information summarizes the discussion at the study session.

Lighting Innovations:

Several innovations to lighting technology have taken place since the light pollution ordinance was adopted in 1988. In addition, the community has changed significantly since that time, including the incorporation of Wildomar as a city. Staff has identified best practices available for controlling light pollution, including research on lighting

types, glare prevention, and lighting levels. Several options are available to find a balance between ensuring dark nighttime skies to allow for astronomical research and allowing for other concerns such as security and lighting for outdoor activity. Staff has researched:

- New lighting technology
- Illumination levels and shielding
- Street lighting considerations
- Recreation area lighting
- Sign lighting
- Lighting curfews

One of the key factors in determining the components of the light pollution provisions is the close proximity of the Palomar Observatory to Wildomar. Since Riverside County is so large, the existing light pollution ordinance includes several different zones based on proximity of property to the observatory. This consideration is not necessary for Wildomar, so some of this complexity has been removed from the light pollution provisions.

Probably the best “dark sky” ordinance in the United States is the Maricopa County/City of Tucson lighting ordinance. The Kitt Peak Observatory is nearby, and the area aggressively preserves dark skies. Key components of the Wildomar draft code were borrowed from or inspired by the Tucson code. Staff also utilized techniques from a model code available from the Dark Sky Society ([www.darkskysociety.org](http://www.darkskysociety.org)) and researched other jurisdictions with light pollution ordinances.

#### Key Components of Proposed Lighting Ordinance:

The new lighting ordinance provides regulations for outdoor lighting that will preserve access to the dark night sky currently enjoyed by Wildomar residents, reduce light pollution in order to support astronomical activity, and minimize off-site impacts of lighting. At the same time, it is recognized that adequate light is needed for safety and security of persons engaged in outdoor nighttime activities. The proposed ordinance seeks to strike a balance between reduced light levels and safety.

The updated lighting ordinance is based on the following key components:

- Shielding. Outdoor luminaires can be easily shielded so that light rays are limited to the parcel of origin and the light source is not visible from another property or public right-of-way. A full cutoff light fixture is a luminaire where no light output occurs at or above an angle of 90 degrees (parallel to the ground).
- Curfew. A time can be established when lighting systems are required to be automatically shut off. This can vary based on the circumstance and light type. As written, the ordinance applies different curfews for signs, athletic fields, and other types of outdoor lighting.

- Lighting types. Outdoor lighting can be provided by light bulbs, fluorescent or neon tubes, or LED light sources. Low pressure sodium is a type of light fixture or lamp in which an electric current passes through a tube of sodium vapor to make a yellow light. While the yellow color is not always ideal, it is a good light color from the perspective of preserving night skies and astronomical activity because the color temperature provides very little glare and interference for nighttime observations.
- Outdoor light output. The ordinance is written to include a total amount of light output for every acre of property, or a “lighting budget.” The lighting budget varies depending on the types of lighting utilized. This favors the use of low pressure sodium lights since this type of light is proven to result in less glare.
- Rated color temperature. Color temperature is a significant issue because higher color temperatures result in more glare and higher levels of light pollution that interfere with astronomical observations. The maximum rated color temperature of light sources (lamps and fixtures) is set at 3500K, with some exceptions, to address this issue. Outdoor lighting temperatures range from 1800K on the warm end of the light spectrum (low pressure sodium fixtures) to 7000K on the cool blue end of the spectrum (mercury vapor lamps). The maximum of 3500K allows for a warm white light with full color rendition without creating a bright white or blue glow that would interfere with the night sky. Most lighting types, except for mercury vapor lamps, are available in this color range.
- Exemptions and temporary lighting. The ordinance recognizes that higher light levels may be needed for special circumstances. Therefore, a process has been provided for temporary lighting exemptions and for the lighting of athletic fields. Certain types of fixtures necessary for public safety or for other special purposes are exempted from the requirements of the lighting ordinance.

A copy of the draft light pollution ordinance regulations was included for review at the January 9 Council study session. The responses to questions and comments from the City Council and the public are included in the discussion section (below). To assist the City Council in its deliberations, the underscore and strikeouts in the ordinance text indicate where changes have been made from the January 9 draft.

## **DISCUSSION**

This section includes a more detailed description of each code section and responses to comments presented at the January 9 City Council study session. The comments are organized in the order of the code changes.

### **Purpose and Intent (8.64.010)**

This section identifies that the purpose of the light pollution ordinance is to protect the night sky for astronomical observations and to protect neighboring properties from light spill while allowing adequate lighting for nighttime activities.

*Changes from January 9 draft (8.64.010) – None proposed.*

### **Applicability (8.64.020)**

This section is designed to apply to all outdoor lighting in the city.

*Changes from January 9 draft (8.64.020) – A new section for residential lighting has been added (8.64.150) to provide special provisions for residential properties.*

### **Lighting Exemptions (8.64.030)**

Another public objective to be accomplished is the exemption of certain types of lights from the ordinance. Lighting of a United States flag or monuments is allowed by right. Security light (within certain limits) is allowed since it provides for enhanced public safety.

*Changes from January 9 draft (8.64.030) – Limits on the lighting exemptions have been added, including a cap on the amount of security light that can be used. It was suggested at the City Council study session that security lighting should be allowed to be illuminated at night (without a motion sensor). As written, security lights could be illuminated during nighttime hours but would have to be within the lighting limits for the project. The new section for residential properties (8.64.150) also addresses this issue. New provisions have been added for holiday lights.*

### **Temporary Lighting Exemptions (8.64.040)**

Special occasions may require outdoor lighting levels that exceed the limits established by this chapter. Examples include a Christmas tree lot, a temporary skating rink, or a grand-opening event.

*Changes from January 9 draft (8.64.040) – The topic of searchlights was discussed at the City Council study session. The City Council felt that searchlights would be acceptable for grand-opening and other special events for short time durations. Provisions have been added.*

### **Permit Submission Requirements (8.64.050)**

The intent of this section is to apply the lighting provisions to all outdoor lighting without applying overly complex regulations to small residential properties or unreasonable restrictions on minor lighting changes.

*Changes from January 9 draft (8.64.050) – New provisions have been added to simplify the process for small residential property owners. Small changes are permitted through a simple process.*

### **Lamp or Fixture Substitution (8.64.060)**

The code tries to strike a balance between overly restrictive regulations and loopholes that could result in a dramatic increase in light output from a property. Consider the following example: A 500-watt clear metal halide (MH) light bulb can put out more than 40,000 lumens at a color temperature of more than 4000K (bright white light). A 1,000-watt MH bulb can put out 120,000 lumens. In this hypothetical example, lighting

intensity could double with a simple bulb change. Also, the bright white light color (4000K) ideally should be swapped with a compliant fixture so as to reduce light pollution impacts. Warm metal halide bulbs are readily available and produce a color temperature of 3200K, well within the limits of the light pollution ordinance.

*Changes from January 9 draft (8.64.060) – None proposed.*

### **Prohibitions (8.64.070)**

Certain types of lighting create light pollution issues that cannot be readily addressed by light output or color temperature limits. For example, mercury vapor lamps produce a bright white to blue light color (with a color temperature from 4000K to 7000K). This color of light is the most disruptive to astronomical observations. Other lights that blink, flash, rotate, or otherwise create motion that could be distracting are prohibited.

*Changes from January 9 draft (8.64.070) – None proposed.*

### **Lighting Definitions (8.64.080)**

This section includes definitions important to the implementation of the light pollution ordinance.

*Changes from January 9 Draft (8.64.080) – None proposed.*

### **Total Outdoor Light Output and Shielding Requirements (8.64.090)**

The proposed ordinance addressed a fatal flaw of the existing light pollution ordinance—it does not establish an overall maximum lighting level. The existing ordinance sets a maximum lumen output of 4,050 for each fixture but does not limit the number of fixtures per acre. The proposed ordinance establishes a maximum limit per acre.

*Changes from January 9 draft (8.64.090) – A footnote has been added to Table 8.64.090-1 (Maximum Total Outdoor Light Output Requirements) with reference to additional lighting provisions in the new residential section (8.64.150).*

### **Rated Color Temperature (8.64.100)**

The color temperature of light fixtures is limited by the ordinance to the warm end of the color spectrum. This is the most effective way to minimize light pollution. Light fixtures with a color temperature above 3500K tend to reflect into the night sky and off of paved surfaces (even if shielded), can be distracting to motorists, and cannot be easily filtered out by telescopes.

*Changes from January 9 draft (8.64.100) – None proposed.*

### **Curfew Requirements (8.64.110)**

This section places limits on certain types of lighting that may exceed lighting limits to require that they be turned off past a certain hour.

*Changes from January 9 draft (8.64.110) – None proposed.*

**Illumination of Signs (8.64.120)**

This section corresponds with the new LED sign lighting provisions.

*Changes from January 9 draft (8.64.120) – None proposed.*

**Illumination of Athletic Fields (8.64.130)**

Athletic fields require a large amount of illumination that would exceed the per-acre limits established by the light pollution ordinance. Curfew requirements could be exceeded if a game was still in play.

*Changes from January 9 draft (8.64.130) – None proposed.*

**Lighting of Rights-of-Way (8.64.140)**

Special requirements for streets.

*Changes from January 9 draft (8.64.140) – None proposed.*

**Residential Lighting Provisions (8.64.150)**

The purpose of this section is to place all of the residential provisions in a single place for easy reference.

*Changes from January 9 draft (8.64.150) – New section.*

Based on the direction from the City Council and subsequent comments from the public, staff has revised the draft ordinance to address these comments. The final version recommended for adoption by the Planning Department is provided for Council consideration in Attachment A.

**ENVIRONMENTAL ASSESSMENT**

A review of the potential environmental impacts was conducted for the Light Pollution Ordinance Update. Based on this review, the Planning Department has determined that the adoption of the proposed amendment (which provides for only text changes) related to outdoor lighting has no potential to impact the environment. The proposed Light Pollution Ordinance Update 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.” Therefore, staff is recommending that the City Council adopt this CEQA exemption for Light Pollution Ordinance Update.

Submitted by:  
Matthew C. Bassi  
Planning Director

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS**

- A. Ordinance No. \_\_\_\_\_
- B. Current Light Pollution Ordinance (8.64)

# **ATTACHMENT A**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15061(B)(3) OF CEQA AND APPROVING AN AMENDMENT TO THE WILDOMAR MUNICIPAL CODE SECTION 8.64 (LIGHT POLLUTION) TO MINIMIZE NEGATIVE IMPACTS OF OUTDOOR LIGHT FIXTURES AND TO ALLOW FOR THE USE OF NEW LIGHTING TECHNOLOGY

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

**SECTION 1: Environmental Determination.**

A review of the potential environmental impacts was conducted for the Light Pollution Ordinance Update. Based on this review, the City Council has determined that the adoption of the proposed amendment (which provides for only text changes) related to outdoor lighting has no potential to impact the environment. The proposed Light Pollution Ordinance Update 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 8.64 (Light Pollution) of the Wildomar Municipal Code is hereby deleted in its entirety and replaced with the following to read as follows:

**Sections:**

- 8.64.010 Purpose and Intent.
- 8.64.020 Applicability.
- 8.64.030 Lighting Exemptions.
- 8.64.040 Temporary Lighting Exemptions.
- 8.64.050 Permit Submission Requirements.
- 8.64.060 Lamp or Fixture Substitution.
- 8.64.070 Prohibitions.
- 8.64.080 Lighting Definitions.
- 8.64.090 Total Outdoor Light Output and Shielding Requirements.
- 8.64.100 Rated Color Temperature.
- 8.64.110 Curfew Requirements.
- 8.64.120. Illumination of Signs.
- 8.64.130. Illumination of Athletic Fields.
- 8.64.140. Lighting of Rights-of-Way.

**8.64.150 Residential Lighting Provisions**

**8.64.160. Compliance Methods.**

**8.64.010 Purpose and Intent.**

The purpose of this chapter is to provide regulations for outdoor lighting that will:

- A. Preserve the access to the dark night sky enjoyed by Wildomar residents and residents of surrounding communities.
- B. Reduce light pollution in order to support astronomical activity and protect the viability of the Palomar Observatory.
- C. Minimize adverse off-site impacts of lighting such as light trespass, an obtrusive light, particularly in residential neighborhoods.
- D. Conserve energy and resources to the greatest extent possible.
- E. Ensure adequate lighting for the safety, security, and well-being of persons engaged in outdoor nighttime activities.

**8.64.020 Applicability.**

The requirements of this chapter apply to all new construction, additions, and alterations to land uses, developments, buildings, structures, or light fixtures, as follows:

- A. Major additions/modifications. The entire property, including legal, nonconforming lighting, shall be brought into compliance with the requirements of this chapter for:
  - 1. Additions of 25 percent or more in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces, either with a single addition or with cumulative additions subsequent to the effective date of this provision.
  - 2. Modification or replacement of outdoor lighting fixtures legally installed constituting 25 percent or more of the actual lumens for the property.
- B. Minor additions/modifications. Additions or modifications of less than 25 percent to existing uses or lighting shall require a submission of a complete inventory and site plan detailing all existing and any proposed new outdoor lighting. Any new lighting on the site shall meet the requirements of this chapter with regard to shielding and lamp type; the total amount of lighting after the modifications are complete shall not exceed that on the site before the modifications, or that permitted by this chapter, whichever is larger.
- C. Change of use or activity. Whenever the use or activity of any existing building, structure, or premises is changed so that a discretionary approval by the planning commission or city council is required (e.g., conditional use permit, design review), all outdoor lighting shall be reviewed and brought into compliance as part of the approval process and as part of project implementation.

- D. Resumption of use after abandonment. If a property or use with nonconforming lighting is abandoned, then all outdoor lighting shall be reviewed and brought into compliance with this chapter before the use is resumed.
- E. Residential areas. All lighting in residential zoning districts is subject to the requirements of Section 8.64.150 (Residential Lighting Provisions).

#### **8.64.030 Lighting Exemptions.**

The following outdoor luminaires shall be exempt from the provisions of this chapter when properly installed and in compliance with all other city requirements:

- A. Security lighting up to a maximum of 11,000 lumens per parcel (5,000 lumens for residential parcels) is exempt only when triggered by motion or noise and must include a full cutoff shield to prevent light spill onto adjacent properties. All other security lights are subject to the requirements and limitations of this ordinance.
- B. Luminaires used or otherwise required by law enforcement or other emergency personnel.
- C. Luminaires used to illuminate authorized public and private monuments. Lights must be shielded to prevent light spill onto neighboring properties.
- D. Luminaires used to illuminate a flag of the United States or California if fully shielded downlighting is used. Uplighting may be used, but is not exempted from the provisions of this ordinance.
- E. Luminaires authorized by a provision of state or federal law as long as the lighting conforms to the requirements of said law.
- F. Kerosene lanterns, gas lamps, and similar lighting that utilizes the combustion of fossil fuels.
- G. Seasonal decorative lighting. Seasonal decorations using unshielded 50-watt or less incandescent lamps (or LED equivalent) are exempt from Thanksgiving to January 15. These fixtures must be turned off between 11:00 P.M. and sunrise except for commercial operations, in which case they may be illuminated so long as the business is open.
- H. Neon luminaires.

#### **8.64.040 Temporary Lighting Exemptions.**

- A. Information required. A temporary exemption application (minor plot plan) shall contain the following information:
  - 1. Specific exemption(s) requested.
  - 2. Duration of time of the requested exemption.
  - 3. Type of lamp and lamp lumens.
  - 4. Total wattage of lamp or lamps and number of lamps to be used.

5. Proposed location on premises of the outdoor lighting fixture(s).
  6. Previous temporary exemptions, if any, and addresses of premises thereunder.
  7. Physical size of outdoor light fixture(s) and type of shielding provided.
  8. Other data and information that may be required by the planning director.
- B. Approval. The planning department shall have 5 business days from the date of submission of the request for temporary exemption to act, in writing, on the request.
- C. Duration. If approved, the exemption shall be valid for not more than 30 days from the date of issuance. The approval shall be renewable at the discretion of the planning director. Each such renewed exemption shall be valid for not more than 30 additional days. Only one renewal is permitted per year.
- D. Searchlights. Searchlights may be permitted for grand-opening and special events only. The maximum permitted time period is 72 hours. Only one 72-hour period is permitted per land parcel per year.
- E. Disapproval and appeal. If the request for temporary exemption is disapproved, the person making the request will have appeal rights according to the procedures established by Section 17.216.060.

#### **8.64.050 Permit Submission Requirements.**

The applicant for any building plan check, or plot plan [or other development permit as applicable required by the city in connection with proposed work involving outdoor lighting fixtures shall submit (as part of the application for permit) evidence that the proposed work will comply with this chapter. The submission shall contain:

- A. Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors, and other devices, and a luminaire schedule.
- B. Description of the illuminating devices, fixtures, lamps, supports, reflectors, and other devices. The description may include, but is not limited to, catalog cut sheets by manufacturers and drawings (including sections where required).
- C. Photometric data, such as that furnished by manufacturers, or similar showing the angle of cutoff or light emissions. Photometric data need not be submitted when the full cutoff performance of the fixture is obvious to the reviewing official.
- D. Lumen calculation on plans shall be provided to demonstrate compliance with the lumen cap per Table 8.64.090-1, and which includes the following information:
  1. Each exterior luminaire type with the lumens for that type, the quantity of each type, and whether the luminaire is full cutoff or unshielded.
  2. The total of full cutoff and unshielded lumens for the parcel.

3. A statement of the lighting area, the size of the permitted parcel, and the maximum allowed full cutoff and unshielded lumens.
4. The above required plans, descriptions, and data shall be sufficiently complete to enable the plan's examiner to readily determine compliance with the requirements of this chapter.
5. Additional submittals may be required at the sole discretion of the planning director.

#### **8.64.060 Lamp or Fixture Substitution.**

Should any outdoor light fixture or the type of light source herein be changed after the permit has been issued, a change request must be submitted to the design professional and planning director for his or her approval, together with adequate information to assure compliance with this chapter, which must be received prior to substitution.

#### **8.64.070 Prohibitions.**

The following lighting is prohibited within all Wildomar zoning districts:

- A. Bottom-mounted sign lighting. Bottom-mounted outdoor sign lighting attached to the sign structure shall not be used.
- B. Mercury vapor lamps and fixtures. The use and/or installation, sale, offer for sale, lease, or purchase of any mercury vapor lamp for use as outdoor lighting is prohibited.
- C. Laser source light. The use of laser source light or any similar high-intensity light for outdoor advertising or entertainment, when projected above the horizontal, is prohibited.
- D. Searchlights. The operation of searchlights for advertising purposes is prohibited except as provided in Section 8.64.040 (Temporary Lighting Exemptions).
- E. Distracting lights. Outdoor luminaires shall not blink flash or rotate.

#### **8.64.080 Lighting Definitions.**

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings indicated in this chapter.

- A. Adequately shielded. Shielding of an outdoor luminaire by opaque components or materials, such that light rays are limited to the parcel of origin and the light source is not visible from another property or public right-of-way.
- B. Curfew. A time established for listed lighting systems to be automatically extinguished.
- C. Developed area. All improved surface area, including but not limited to buildings, structures, storage, service and manufacturing areas, assembly areas, parking,

loading, driveways, and landscaping related to the uses, but not areas that are only cleared.

- D. Development project. Any residential, commercial, industrial, or mixed-use subdivision plan or development plan which is submitted to the jurisdiction for approval or for permit.
- E. Direct illumination. Illumination resulting from light emitted directly from a lamp or luminaire, not light diffused through translucent signs or reflected from other surfaces such as the ground or building faces.
- F. Full cutoff light fixture. A full cutoff light fixture is a luminaire where no light output occurs at or above an angle of 90 degrees above the nadir. This applies to all lateral angles around the luminaire. Such candela information shall be as determined by a photometric test report from a nationally recognized independent testing laboratory and as certified by the manufacturer. Any structural part of the luminaire providing full cutoff angle shielding shall be permanently attached.
- G. Glare. Light emitting from an outdoor luminaire that causes reduced vision or momentary blindness.
- H. Installed. The attachment, or assembly fixed in place, whether or not connected to a power source, or any outdoor light fixture.
- I. Lamp. Generic term for a man-made source of light. In the context of this chapter, the lamp is the electrically powered light bulb, fluorescent or neon tube, or LED light source.
- J. LED. Light-emitting diode solid state lighting source.
- K. Low pressure sodium (LPS). Type of light fixture or lamp in which an electric current passes through a tube of sodium vapor and makes a yellow light.
- L. Light fixture. The terms "light fixture" and "luminaire" may be used interchangeably in this document.
- M. Light source (lamp). An electric bulb, diode, or other device that produces artificial light or illumination.
- N. Light trespass. Light falling across a property line onto another lot or parcel of land or onto a public right-of-way.
- O. Lumen. Unit of luminous flux; used to measure the amount of light emitted by lamps.
- P. Luminaire. The complete lighting assembly, less the support assembly. For purposes of determining total light output, lighting assemblies which include multiple lamps or light sources in a single housing shall be considered as a single luminaire. Two or more luminaires installed less than 3 feet apart shall be considered a single luminaire.
- Q. Opaque. Opaque means that the material shall not transmit visible light.

- R. Outdoor light fixture. An outdoor illuminating device, luminaire, or other device that emits light, permanently installed or portable.
- S. Outdoor light output – total. The total amount of light, measured in lumens, from all outdoor light sources. Total outdoor light output is determined as follows:
  - 1. For all lamp types, the initial lumen output, as defined by the lamp manufacturer, shall be the lumen value used.
  - 2. The total light output for each outdoor light fixture shall be based on the largest lamp that the outdoor light fixture is rated to accommodate. For the purpose of compliance with this section, the largest lamp rating for fluorescent and high-intensity discharge fixtures shall be based on the installed ballast rating.
  - 3. It shall be permissible to adjust the lamp lumen rating of fluorescent lamps in accordance with the ballast factor for the specific ballast type installed.
- T. Outdoor luminaire. Outdoor luminaires, whether permanent or portable, including general light fixtures, searchlights, spotlights, and floodlights, and the light cast by such fixtures.
- U. Outdoor recreation facility. An area, whether publicly or privately owned, designed for active recreation, including but not limited to baseball, soccer, football, golf, tennis, swimming pools, equestrian, and race tracks of any sort.
- V. Right-of-way. An alley, road, street, or highway and associated sidewalks permanently dedicated for public or private use.
- W. Shield. A opaque component of the outdoor light fixture that blocks the transmission or emission of light as a means of controlling or directing the light emitted from the fixture. A permanently attached shield may be part of the fixture which contributes to the full cutoff lighting performance of the fixture.
- X. Shielded. An outdoor light fixture having shields permanently installed to provide full cutoff photometric performance.
- Y. Sign. Every message, announcement, declaration, display, illustration, insignia, surface, or space erected or maintained in a location outside and visible to the public for identification, advertising, or promotion of the interest of any person, entity, product, or service.
- Z. Temporary lighting. Lighting which will not be used for more than one 30-day period within a calendar year, with one 30-day extension. Temporary lighting is intended for uses which by their nature are of limited duration, e.g., holiday decorations, civic events, or construction projects.
- AA. Unshielded. Any light fixture or luminaire that is not a full cutoff light fixture.

#### **8.64.090 Total Outdoor Light Output and Shielding Requirements.**

Table 8.64.090-1 provides requirements of the total light output permitted per acre for the different lighting areas and the fixture shielding requirements for lamp type and

lighting area. These requirements shall be met for all lighting installations subject to this chapter.

- A. Determining compliance. For determining compliance with this chapter, the total lumens is the sum of the following:
  1. One hundred percent of the lumens from outdoor light fixtures installed on grade, on poles, and on the top or sides of buildings or other structures.
  2. Fifty percent of the lumens from underwater light fixtures unless the fixture is aimed at an angle of less than 45 degrees above the horizontal, in which case the calculated lumens is calculated at 10 percent of the rated lumens.
  3. Fixtures installed under canopies and overhangs. Outdoor lighting fixtures shall not be counted in determining the total light output when they are full cutoff light fixtures installed under canopies, building overhangs, or roof eaves.
  4. Unshielded light fixtures installed under canopies, building overhangs, or roof eaves shall be calculated at 100 percent of the luminaire total light output. Installation under canopies, overhangs, or roof eaves shall not provide full cutoff classification of unshielded light fixtures.
- B. Shielding requirements. All light fixtures that are required to be shielded shall be installed in such a manner that the shielding is effective and permanent.
  1. Parking lot illumination. All parking lot lighting shall have no light emitted above 90 degrees.
  2. Light trespass. All outdoor luminaires shall be located, adequately shielded, and directed such that no direct light falls outside the parcel of origin or onto the public right-of-way.
  3. Cutoff requirement and height limits. Light fixtures on the residential side of commercial property adjacent to residential property shall be full cutoff and shall be installed not higher than 14 feet above grade at the property line and no higher than a line rising 20 degrees above the 14 feet until 100 feet from the property line, measured perpendicular to the lot line.
  4. House side shields. Outdoor lighting fixtures closer to the lot line than the mounting height of the fixture, measured perpendicular to the lot line, adjacent to residential areas, shall have internal house-side shields.
  5. Fixtures within 25 feet of residential lot lines. Residential and commercial luminaires shall be full cutoff within 25 feet of adjacent residential property lines, measured perpendicular to the lot line.
  6. Flood and spot lamps. Flood or spot lamps shall be aimed down no higher than 45 degrees to the horizontal (halfway between straight down and straight to the side) when the source is visible from any adjacent residential property.
- C. Other than full cutoff lighting. Unshielded fixtures or lighting sources shall not exceed 3,000 lumens per luminaire.

**Table 8.64.090-1  
Maximum Total Outdoor Light Output Requirements  
Lumen Caps: Developed Area Lumens per Acre**

Commercial and industrial "Option 1" (mostly low pressure sodium (LPS) lighting)	
Total (full cutoff LPS, plus full cutoff non-LPS, plus unshielded)	350,000
Limit on non-LPS full cutoff	35,000
Limit on unshielded component (LPS or non-LPS)	11,000
Commercial and industrial "Option 2" (full cutoff for all lighting)	
All lighting must be full cutoff	250,000
Limit on unshielded component	0
Commercial and industrial "Option 3" (full cutoff for most lighting)	
Total (full cutoff plus unshielded)	175,000
Limit on unshielded component	11,000
All residential zoning	
Total (full cutoff plus unshielded) <sup>(1)</sup>	55,000
Limit on unshielded component	11,000

1. For residential lighting, if at least 75% of the installed lumens are from LPS sources, then the total lumens may be increased by 50%.

**8.64.100 Rated Color Temperature.**

The rated color temperature is a significant issue because higher color temperatures result in more glare, cause a higher level of light pollution, and interfere with astronomical observation. The rated color temperature of light sources (lamps and fixtures) shall not exceed 3500K, with the following exceptions:

- A. Recreation and special use lighting complying with this chapter.
- B. Existing legal, nonconforming light fixtures may be relamped with greater than 3500K-rated lamps when 3500K or lower rated lamps are not manufactured for such fixtures.

**8.64.110 Curfew Requirements.**

- A. Unshielded light sources. Unshielded lighting shall be extinguished between 11:00 P.M. and sunrise the following day, with the following exceptions:
  - 1. Unshielded lighting installed for the illumination of the flag of the United States of America is not subject to curfew requirements.

- 2. Unshielded lighting on installations classified as residential zoning otherwise in accordance with this chapter.
- B. Illuminated signs. Refer to Section 8.64.120.
- C. Recreational facilities. Refer to Section 8.64.130.
- D. Outdoor lighting controls. The means of controlling the specific “off” curfew shall be by a 24- hour timing device that includes stand-by power to maintain the time and program for a minimum of 6 hours.
- E. The requirements of this subsection apply to all new construction, additions, and alterations to land uses, developments, buildings, structures, or light fixtures, as noted in Section 8.64.020.

**8.64.120. Illumination of Signs.**

External illumination for on-site signs shall conform to all provisions of the sign ordinance. In particular, such lighting shall conform to the lamp source, shielding requirements, color temperature, and lumen caps.

- A. Lumen cap. Outdoor internally illuminated signs are exempt from the lumen caps described in this chapter.
- B. Color temperature. Rated lamp color temperature shall not exceed 4400K.
- C. Exposed lamps. Lamps not concealed from view by opaque or translucent material shall be considered outdoor lighting and shall conform to the lamp source, shielding requirements, color temperature, and lumen caps of this chapter.
- D. LED, LCD, plasma screen, and similar signs: Outdoor LED, LCD, plasma, and similar signs shall be limited to a maximum luminous intensity of 200 nits (candela per square meter), full white mode, from sunset to sunrise.
- E. Sign illumination curfew. Illuminated signs shall be turned off at the curfew times listed in Table 8.64.120-1 below or when the business activities cease, whichever is later. Signs shall be turned off when the business activity relating to the sign has ceased for 30 days or more.
- F. The requirements of this subsection apply to all new construction, additions, and alterations to land uses, developments, buildings, structures, or light fixtures, as noted in Section 8.64.020.

**Table 8.64.120-1**

Illuminated Sign Curfews Lighting Area	Shut-Off Deadline
Commercial and Industrial Zoning or Land Use	11:00 P.M.
All Residential Zoning or Land Use	10:00 P.M.

**8.64.130. Illumination of Athletic Fields.**

Lighting for athletic fields, courts, or tracks shall be exempt from the lumens per acre limits of Table 8.64.090-1.

- A. Full cutoff luminaires required. All such lighting shall utilize full cutoff luminaires that are installed in a fashion that maintains the full cutoff characteristics unless certified by a registered engineer that such shielding is impractical. Every such lighting system design shall be certified by a registered engineer as conforming to all applicable restrictions of this ordinance. Where full cutoff fixtures are not utilized, acceptable luminaires shall include those which:
  - 1. Are provided with internal and/or external glare control louvers and installed so as to limit direct uplight to less than 5 percent of the total lumens exiting from the installed fixtures and minimize off-site light trespass.
  - 2. Are installed and maintained with minimum aiming angles of 25 degrees downward from the horizontal. Said aiming angle shall be measured from the axis of the luminaire maximum beam candlepower as certified by independent testing agency.
- B. Lighting not directly related to athletic areas. All site lighting not directly associated with the athletic playing areas shall conform to the lighting standards described in this ordinance, including but not limited to the lamp type and lumens per acre limits of Section 8.64.090.
- C. Curfew requirements.
  - 1. Event schedule. All events shall be scheduled so as to complete all activity before the curfew listed in Table 8.64.130-1. Illumination of the playing field, court, or track shall be permitted after the curfew only to conclude a scheduled event that was unable to conclude before the curfew due to unusual circumstances. Timing devices for recreational facilities may include a manual override setting which returns to the established program within one hour.
  - 2. Allowable operation and turn-on controls. Athletic field lighting not conforming to the shielding and lumen caps of Section 8.64.090 shall not be operated, except during those days and times when the athletic event occurs. Turn-on of the lighting shall be activated by manual control of the lighting system. The planning director may approve automatic controls for lighting turn-on if the applicant provides equivalent assurance that the lighting will not be operating at times when the facilities are not in use.

**Table 8.64.130.1**

Recreational Facilities Curfew	Shut-Off Deadline
12:00 A.M.	11:00 P.M.

- D. The requirements of this subsection apply to all new construction, additions, and alterations to land uses, developments, buildings, structures, or light fixtures, as noted in Section 8.64.020.

#### **8.64.140. Lighting of Rights-of-Way.**

Lighting of public and private rights-of-way shall be fully shielded or comply with the outdoor lighting limits established in this chapter. In addition, lighting shall comply with source color temperature.

- A. Traffic signal indications are exempt.
- B. Illumination levels of rights-of-way. The maximum average illumination level, as demonstrated by the computer printout, along the entire right-of-way being illuminated and over the right-of-way area only, shall be:
  - 1. Expressway: 1.4 footcandles
  - 2. Major Roads: 1.5 footcandles
  - 3. Collector Roads: 1.0 footcandles
  - 4. Local Roads: 0.4 footcandles
- C. Illumination level of intersections. The maximum maintained average illumination in the intersection area shall be two times the average of the maintained footcandles of the two types of roads at the intersections.
- D. Minimum source efficacy. The minimum source efficacy to be used for light fixtures used in public right-of-way illumination shall be 60 lumens per watt.
- E. The requirements of this subsection apply to all new construction, additions, and alterations to land uses, developments, buildings, structures, or light fixtures, as noted in Section 8.64.020.

#### **8.64.150. Residential Lighting Provisions.**

The following is a summary of all lighting provisions that apply to residential zoning districts:

- A. Applicability.
  - 1. Existing residential dwellings that are increased by more than 25 percent in size must be brought into full compliance with this ordinance.
  - 2. Minor additions of less than 25 percent expansion of existing square footage require that any new lighting meet the provisions of this ordinance.
- B. Lighting exemptions.
  - 1. Seasonal decorative lighting. Unshielded 50-watt or less incandescent lamps (or LED equivalent) are exempt from Thanksgiving to January 15. These fixtures must be turned off between 11:00 P.M. and sunrise.

2. Security lighting, only if triggered by motion or sound. Must include a full cutoff shield to prevent light spill onto adjacent properties. Up to 5,000 lumens is exempt, with any additional security lighting subject to the provisions of this ordinance.

C. Prohibitions (see Section 8.64.070).

D. Shielding requirements.

1. All outdoor luminaires shall be located, adequately shielded, and directed such that no direct light falls outside the parcel of origin or onto the public right-of-way.
2. Unshielded fixtures or lighting sources shall not exceed 3,000 lumens per luminaire.

E. Lighting intensity.

1. The maximum permitted lumens per acre for residential parcels is 55,000 lumens per acre, with an 11,000-lumen limit on the unshielded component.
2. In lieu of calculating total lumens per this section, a single residential lot of any size shall be considered in compliance with the lumen cap if it has a maximum of five 850-lumen (60-watt incandescent or 13-watt compact fluorescent) full cutoff luminaires.
3. If at least 75 percent of the installed lumens are from LPS sources, the total lumens may be increased by 50 percent.

F. Light fixtures shall not exceed a color temperature of 3500 K (warm white light).

#### **8.64.160. Compliance Methods.**

Outdoor luminaires not meeting the requirements of this chapter shall be brought into compliance only when installed as part of new construction or major modifications per Section 8.64.020.

- A. Redirection of the luminaire
- B. Shielding of the light source
- C. Redesign or relocation of the luminaire
- D. Replacement of the luminaire with a conforming luminaire
- E. Removal of the luminaire

#### **SECTION 3: Effective Date of the Ordinance.**

This Ordinance shall take effect and be in full force and operation thirty (30) days after its second reading and adoption.

**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 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 5: City Clerk Action.**

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (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 \_\_\_\_\_, 2013.

\_\_\_\_\_  
Timothy Walker  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

# **ATTACHMENT B**

**Current Light Pollution Ordinance (Section 8.64)**

## Chapter 8.64

## LIGHT POLLUTION

## Sections:

- 8.64.010 Intent.
- 8.64.020 Conformance with applicable ordinances.
- 8.64.030 Approved materials and methods of installation.
- 8.64.040 Definitions.
- 8.64.050 General requirements.
- 8.64.060 Requirement for lamp source and shielding.
- 8.64.070 Submission of plans and evidence of compliance.
- 8.64.080 Prohibitions.
- 8.64.090 Permanent exceptions.
- 8.64.100 Temporary exemptions.
- 8.64.110 Emergency exemptions.
- 8.64.120 Conflict of provisions.
- 8.64.130 Violations—Penalties.
- 8.64.140 Violations constitute public nuisance.

**8.64.010 Intent.**

The intent of this chapter is to restrict the permitted use of certain light fixtures emitting into the night sky undesirable light rays which have a detrimental effect on astronomical observation and research. This chapter is not intended to restrict the use of low pressure sodium lighting of single-family dwellings for security purposes. This chapter does not require any replacement of light fixtures already installed and operating. (Ord. 18 § 2, 2008, RCC § 8.80.010)

**8.64.020 Conformance with applicable ordinances.**

All artificial outdoor light fixtures shall be installed in conformance with the provisions of this chapter and the applicable provisions of the ordinances of the City regulating the installation of such fixtures. (Ord. 18 § 2, 2008, RCC § 8.80.020)

**8.64.030 Approved materials and methods of installation.**

This chapter is not intended to prevent the use of any design, material or method of installation not specifically forbidden, provided any such alternate has been approved. The Planning Director may approve any such proposed alternate if it:

- A. Provides at least approximate equivalence to the applicable specific requirements of this chapter; and
- B. Is otherwise satisfactory and complies with the intent of this chapter. (Ord. 18 § 2, 2008, RCC § 8.80.030)

**8.64.040 Definitions.**

As used in this chapter:

“Class I lighting” means all outdoor lighting used for, but not limited to, outdoor sales or eating areas, assembly or repair area, outdoor advertising displays and other signs, recreational facilities and other similar applications when color rendition is important.

“Class II lighting” means all outdoor lighting used for but not limited to illumination for walkways, private roadways and streets, equipment yards, parking lots and outdoor security.

“Class III lighting” means that lighting not needed for Class I or Class II purposes and used for decorative effects. Examples of Class III lighting include, but are not limited to, the illumination of flag poles, trees, fountains, statuary, and building walls.

"Fully shielded" means outdoor light fixtures shielded or constructed so that light rays emitted by the fixtures are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted.

"Individual" means any private individual, tenant, lessee, owner or any commercial entity, including, but not limited to, companies, partnerships, joint ventures or corporations.

"Installed" means any installation of outdoor light fixtures after the effective date of the ordinance codified in this chapter. Projects with construction plans approved by the City prior to the effective date of said ordinance are excluded from installation in compliance with this chapter.

"Luminaire" means a complete lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps and to connect the lamps to the power supply.

"Outdoor advertising display" means advertising structures and signs used for outdoor advertising purposes, not including on-site advertising signs, as further defined and permitted in Chapter 17.252 of this code.

"Outdoor light fixtures" means outdoor artificial illuminating devices, installed or portable, used for flood lighting, general illumination or advertisement. Such devices shall include, but are not limited to, search, spot and flood lights for:

1. Buildings and structures;
2. Recreational facilities;
3. Parking lots;
4. Landscape lighting;
5. Outdoor advertising displays and other signs;
6. Street lighting on private streets;
7. Walkway lighting.

"Outdoor recreational facilities" means public or private facilities designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities. Outdoor recreational facilities include, but are not limited to, fields for softball, baseball, football, soccer, and other field sports, courts for tennis, basketball, volleyball, handball and other court sports, stadiums, and lighted golf facilities such as driving ranges.

"Partially shielded" means outdoor light fixtures designed or constructed so that 90% of the light rays emitted by the fixture are projected below the horizontal plane passing through the lowest point of the shield.

"Planning Director" means the Director of Planning or representative(s) designated by the Planning Director.

"Zone A" means the circular area 15 miles in radius centered on Palomar Observatory.

"Zone B" means the circular ring area defined by two circles, one 45 miles in radius centered on Palomar Observatory, and the other the perimeter of Zone A. (Ord. 18 § 2, 2008, RCC § 8.80.040)

#### **8.64.050 General requirements.**

These standards apply in Zones A and B.

- A. Preferred Source. Low-pressure sodium lamps are the preferred illuminating source.
- B. Shielding. All nonexempt outdoor light fixtures, shall be shielded as required in Section 8.64.060.
- C. Hours of Operation. All nonexempt outdoor light fixtures are subject to the provisions of Section 8.64.080 regarding hours of operation.
- D. Outdoor Advertising Display. Lighting fixtures used to illuminate an outdoor advertising display shall be mounted on the top of the outdoor advertising structure. All such fixtures shall comply with the lamp source and shielding requirements of Section 8.64.060, and the prohibitions of Section 8.64.080. (Ord. 18 § 2, 2008, RCC § 8.80.050)

**8.64.060 Requirement for lamp source and shielding.**

The requirements for lamp source and shielding of light emissions for outdoor light fixtures in Zones A and B shall be as follows:

**Lamp Type and Shielding Requirements Per Fixture**

**Class I—Color Rendition Important**

Lamp Type	Zone A	Zone B
Low pressure sodium	Allowed	Allowed
Others above 4050 lumens	Prohibited	Allowed if fully shielded
Others 4050 lumens & below	Allowed*	Allowed

**Class II—Parking Lots, Walkways, Security**

Lamp Type	Zone A	Zone B
Low pressure sodium	Allowed	Allowed
Others above 4050 lumens	Prohibited	Prohibited
Others 4050 lumens & below	Prohibited	Allowed

**Class III—Decorative**

Lamp Type	Zone A	Zone B
Low pressure sodium	Prohibited	Allowed
Others above 4050 lumens	Prohibited	Prohibited
Others 4050 lumens & below	Prohibited	Allowed

\* Maximum of 8,100 total lumens per acre or per parcel if under one acre.

Note: When lighting is "allowed" by this section, it must be fully shielded if feasible and partially shielded in all other cases, and must be focused to minimize spill light into the night sky and onto adjacent properties. (Ord. 18 § 2, 2008, RCC § 8.80.060)

**8.64.070 Submission of plans and evidence of compliance.**

- A. The application for any required City approval for work in Zones A and B involving nonexempt outdoor light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain, but not be limited to, the following:
  - 1. The location of the site where the outdoor light fixtures will be installed;
  - 2. Plans indicating the location and type of fixtures on the premises;
  - 3. A description of the outdoor light fixtures, including, but not limited to, manufacturer's catalog cuts and drawings.
- B. The above required plans and descriptions shall be sufficiently complete to enable the City to readily determine whether compliance with the requirements of this chapter will be secured. If such plans and descriptions cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the applicant shall submit further evidence of compliance enabling such determination. (Ord. 18 § 2, 2008, RCC § 8.80.070)

**8.64.080 Prohibitions.**

- A. The installation of other than low pressure sodium street lights on private roadways and streets is prohibited within Zones A and B.
- B. All Class I lighting in Zones A and B shall be off between 11:00 p.m. and sunrise, except as follows:

1. On-premises advertising signs may be illuminated while the business facility is open to the public;
  2. Outdoor advertising displays may remain lighted until midnight;
  3. Outside sales, commercial, assembly, repair, and industrial areas may be lighted when such areas are actually in use;
  4. Outdoor recreational facilities may remain lighted to complete recreational activities that are in progress and under illumination in conformance with this chapter at 11:00 p.m.
- C. All Class II lighting in Zones A and B may remain on all night.
- D. All Class III lighting in Zones A and B shall be off between 11:00 p.m. and sunrise.
- E. Operation of searchlights for advertising purposes is prohibited in Zones A and B. (Ord. 18 § 2, 2008, RCC § 8.80.080)

#### **8.64.090 Permanent exceptions.**

- A. Nonconformance. All outdoor light fixtures existing and legally installed prior to the effective date of the ordinance codified in this chapter are exempt from the requirements of this chapter except that:
1. When existing luminaires are reconstructed or replaced, such reconstruction or replacement shall be in compliance with this chapter;
  2. Sections 8.64.080(B) through (E) regarding hours of operation shall apply.
- B. Fossil Fuel Light. All outdoor light fixtures producing light directly by combustion of fossil fuels (such as kerosene lanterns and gas lamps) are exempt from the requirements of this chapter.
- C. Holiday Decorations. Lights used for holiday decorations are exempt from the requirements of this chapter. (Ord. 18 § 2, 2008, RCC § 8.80.090)

#### **8.64.100 Temporary exemptions.**

- A. Information Required. Any individual may submit a written request to the Planning Director for a temporary exemption from the requirements of this chapter. The filing fee for the temporary exemption shall be \$50.00. The request for temporary exemption shall contain the following information:
1. Name, address and telephone number of the applicant;
  2. Location of the outdoor light fixtures for which the exemption is requested;
  3. Specific exemption(s) requested;
  4. Use of the outdoor light fixtures involved;
  5. Duration of the requested exemption(s);
  6. Type of outdoor light fixture to be used, including total lumen output, character of the shielding, if any;
  7. Previous temporary exemptions, if any;
  8. Such other data and information as may be required by the Planning Director. The Planning Director shall have 10 business days from the date of receipt of the request for temporary exemption to approve or disapprove the request. The applicant will be notified of the decision in writing.
- B. Duration of Approval. The exemption shall be valid for not more than 30 consecutive days from the date of issuance of approval. Exemptions are renewable for a period of not more than 15 consecutive days. Requests for renewal of a temporary exemption shall be processed in the same manner as the original request. No outdoor light fixtures shall be exempted from this chapter for more than 45 days during any 12-month period.
- C. Appeals. An applicant or any interested person may file an appeal from the decision of the Planning Director within 10 days of the date of mailing of the notice of decision to the applicant. The appellant may appeal that decision, in writing, to the City Council, on forms provided by the Planning Depart-

ment, which shall be accompanied by a filing fee of \$25.00. Upon receipt of a completed appeal, the City Clerk shall set the matter for hearing before the City Council not less than five days nor more than 30 days thereafter and shall give written notice of the hearing to the appellant and the Planning Director. The City Council shall render its decision within 30 days following the close of the hearing on the appeal. (Ord. 18 § 2, 2008, RCC § 8.80.100)

**8.64.110 Emergency exemptions.**

This chapter shall not apply to portable temporary lighting used by law enforcement or emergency services personnel to protect life or property. (Ord. 18 § 2, 2008, RCC § 8.80.110)

**8.64.120 Conflict of provisions.**

Where any provision of the statutes, codes or laws of the United States of America or the State of California conflicts with any provision of this chapter, the most restrictive shall apply unless otherwise required by law. (Ord. 18 § 2, 2008, RCC § 8.80.120)

**8.64.130 Violations—Penalties.**

- A. It is unlawful for any individual to operate, erect, construct, enlarge, alter, replace, move, improve or convert any lighting structure, or cause the same to be done, contrary to or in violation of any provision of this chapter. Any individual violating any provision of this chapter shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such individual shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted.
- B. Any individual convicted of a violation of this chapter shall be: (1) guilty of an infraction offense and punished by a fine not exceeding \$100.00 for a first violation; (2) guilty of an infraction offense and punished by a fine not exceeding \$250.00 for a second violation on the same site and perpetrated by the same individual. The third and any additional violations on the same site and perpetrated by the same individual shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding \$1,000.00 or six months in jail, or both. Payment of any penalty in this section shall not relieve an individual from the responsibility for correcting the violation. (Ord. 18 § 2, 2008, RCC § 8.80.130)

**8.64.140 Violations constitute public nuisance.**

Any lighting structure erected, constructed, enlarged, altered, replaced, moved, improved or converted contrary to the provisions of this chapter shall be, and the same is declared to be, unlawful and a public nuisance and subject to abatement in the manner provided by law. Any failure, refusal or neglect to obtain a permit as required by this chapter shall be prima facie evidence of the fact that a public nuisance has been committed in connection with the erection, construction, enlargement, alteration, replacement, improvement or conversion of a lighting structure erected, constructed, enlarged, altered, repaired, moved, improved, or converted contrary to the provisions of this chapter. (Ord. 18 § 2, 2008, RCC § 8.80.140)

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #2.3**  
**PUBLIC HEARING**  
**Meeting Date: March 13, 2013**

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**TO:** Mayor and City Council Members

**FROM:** Matthew C. Bassi, Planning Director  
Jeffrey S. Beiswenger, Project Manager

**SUBJECT:** Zoning Ordinance Amendment No. 13-01; LED Signs

**STAFF REPORT**

**RECOMMENDATION**

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

ORDINANCE NO. \_\_\_\_\_

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15061(B)(3) OF CEQA AND APPROVING ZONING ORDINANCE AMENDMENT NO. 13-01 AMENDING CHAPTER 17.252 (SIGN REGULATIONS) RELATED TO ELECTRONIC MESSAGE SIGNS FOR INDIVIDUAL BUSINESSES, PRIVATE SCHOOLS AND NON-PROFIT SERVICE CLUB ORGANIZATIONS

**BACKGROUND:**

At its June 13, 2012 meeting, the City Council approved a budget and directed the Planning Department's request to prepare a zoning ordinance amendment that would allow LED (electronic message signs) business identification signs for individual businesses and non-profit service club organizations. The amendment was to be narrow in focus but adequate to accommodate the needs of individual business and service club organizations. The existing sign regulations do not include provisions that would allow for electronic message signs to be installed or control the brightness and other external impacts if they are installed. The proposed sign ordinance amendment on tonight's agenda reflects the Council's direction.

The Planning Commission considered the proposed zoning ordinance amendment at its January 16, 2013 meeting and adopted PC Resolution 13-02 to recommend City Council approval of Zoning Ordinance Amendment No. 13-01. The Commission did not recommend any changes to the proposed amendment.

## **DISCUSSION:**

Several recent innovations to sign technology have taken place, such as the expanded use of LED's, to make electronic signs more cost effective and readily available. These new lighting, electrical, and mechanical technologies create the necessity to update the City's sign regulations to adapt to the new technologies. The following are a few of the new sign types that would be allowed as part of the proposed amendment. Definitions for all of these sign types are included in the amendment.

- Permitted electronic message signs. Electronic signs are comprised of liquid crystal diodes (LCD) or other types of digital illumination. These display text messages and/or images. This sign type is proposed to be used only as a freestanding business identification "monument style" sign. The new provisions would allow two types of electronic message signs:
  1. Electronic changeable copy signs. These are signs that only display electronic static text information.
  2. Electronic graphic display signs. This sign type displays electronic, static images, static graphics or static pictures, with or without text information.
- Prohibited sign types. The new code language would prohibit certain types of electronic or mechanical signs that have moving parts, flashing lights, moving images or video that could be distracting. These include:
  1. Multi-vision sign. This mechanical sign is composed of a series of vertical or horizontal slats or cylinder that produce different images when the slats or cylinders are rotated.
  2. Video display sign. This sign type is prohibited since it changes its message frequently, flashes light and/or has motion imagery.
- Exempt signs. Small time and temperature signs are exempt from the regulations.

The proposed sign ordinance amendment will also contain specific development standards to ensure that a distracting and potentially unsafe visual environment is not created. The permitted types of electronic message signs would require a Minor Plot Plan approval (prior to the issuance of any building and electrical permits) and only allowed as free-standing business identification sign within commercial zoning districts (C-1/C-P and CPS zones) for individual businesses on a single parcel of land, and within any zone for private schools and non-profit service organizations.

The following limits are proposed for electronic message components:

- A maximum of one electronic message sign allowed per street frontage.
- An electronic message sign is limited to a maximum sign area of 50 square feet per face (single or double-faced sign).
- No more than 50% of the total sign area can be allocated to the electronic message portion of the sign.

- Signs which include an electronic message signs are limited to a maximum height of 15 feet.
- The electronic message sign is required to be at least 100 feet from a residential zone.

The proposed sign regulations will also apply a curfew or “dark period” to ensure that signs do not remain illuminated overnight. This has been proposed as a means to comply with the existing and proposed Light Pollution Ordinance amendment also under consideration by the City Council in February 2013. As written, all electronic signs would need to be turned-off at 10:00 P.M. Brightness, particularly at night is also a key consideration that is addressed by this amendment update.

For example, signs would need to be dimmed to 200 NIT’s at night and are limited to 5,000 NIT during the day. Increases are permitted up to 7,000 NIT’s in cases where direct sunlight (e.g. during sunset hours) may conflict with the visibility of the signs, since it could be washed out by direct glare from sunlight that shines at a low angle. Light intensities of electronic signs are measured in terms of NIT’s. A NIT describes a metric unit of luminance and is defined as candela per square meter (cd/m<sup>2</sup>). The unit is based on the candela, the modern metric unit of luminous intensity. This quantifies surface brightness, or the amount of light an object gives off. To ensure that the amount of NIT’s is less after sundown a dimmer control is required to change to the lower nighttime setting.

Staff believes that the proposed sign ordinance amendment is consistent with the direction provided by City Council that would allow for LED signage for individual businesses and private schools/no-profit service club organizations. In addition, staff believes that the proposed standards will allow adequate signage that meets new technologies without negatively impacting surrounding businesses or impacting the “dark sky” provisions of the current and/or proposed Light Pollution ordinance.

## **ENVIRONMENTAL ASSESSMENT**

A review of the potential environmental impacts was conducted for Zoning Ordinance Amendment No. 13-01. Based on this review, the Planning Commission has determined that the adoption of the proposed amendment (which provides for only text changes) related to LED business identification signs for individual businesses, private schools and non-profit service club organizations has no potential to impact the environment. Further, the proposed amendment does not alter the existing requirements of the California Environmental Quality Act (CEQA) wherein it states in Section 15311.A that on-premise signs are Categorically Exempt. Therefore, Zoning Ordinance Amendment No. 13-01 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 is recommending the City Council adopt a CEQA Exemption for Zoning Ordinance Amendment No. 13-01.

**REQUIRED ZOA FINDINGS**

In accordance with the provisions of the Wildomar Zoning Ordinance, the following finding is offered for City Council consideration to support approval of Zoning Ordinance Amendment No. 13-01.

- 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 and Zoning Ordinance in that the proposed amendment to allow LED business identification signs for individual businesses, will provide for enhanced business identification for individual commercial businesses that can increase economic opportunities. The amendment will also allow private schools and non-profit service club organizations enhanced business identification and the opportunity to advertise community events that can benefit the citizens of Wildomar. Further, the proposed provisions/regulations in the amendment will ensure that LED type signs will be constructed and used in a manner that will maintain safety and aesthetics.

**FISCAL IMPACT**

There is no fiscal impact to the City related to this action.

Submitted by:  
Matthew C. Bassi  
Planning Director

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS**

Ordinance No. \_\_\_\_\_

# ATTACHMENT A

ORDINANCE NO. \_\_\_\_\_

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15061(B)(3) OF CEQA AND APPROVING ZONING ORDINANCE AMENDMENT NO. 13-01 AMENDING CHAPTER 17.252 (SIGN REGULATIONS) RELATED TO ELECTRONIC MESSAGE SIGNS FOR INDIVIDUAL BUSINESSES, PRIVATE SCHOOLS AND NON-PROFIT SERVICE CLUB ORGANIZATIONS**

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

**SECTION 1: Environmental Determination.**

A review of the potential environmental impacts was conducted for Zoning Ordinance Amendment No. 13-01. Based on this review, the City Council has determined that the adoption of the proposed amendment (which provides for only text changes) related to LED business identification signs for individual businesses, private schools and non-profit service club organizations has no potential to impact the environment. Further, the proposed amendment does not alter the existing requirements of the California Environmental Quality Act (CEQA) wherein it states in Section 15311.A that on-premise signs are Categorical Exempt. Therefore, Zoning Ordinance Amendment No. 13-01 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." Therefore, the Planning Commission recommends the City Council adopt a CEQA Exemption for Zoning Ordinance Amendment No. 13-01.

**SECTION 2. Required Zoning Ordinance Amendment Findings.**

In accordance with the provisions of the Wildomar Zoning Ordinance, the following finding is offered for Planning Commission consideration in recommending approval of Zoning Ordinance Amendment No. 13-01 to the City Council.

- 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 and Zoning Ordinance in that the proposed amendment to allow LED business identification signs for individual businesses, will provide for enhanced business identification for individual commercial businesses that can increase economic opportunities. The amendment will also allow private schools and non-profit service club organizations enhanced business identification and the opportunity to advertise community events that can benefit the citizens of Wildomar. Further,

the proposed provisions/regulations in the amendment will ensure that LED type signs will be constructed and used in a manner that will maintain safety and aesthetics.

**SECTION 3:           Amendment to the Zoning Ordinance**

Section 17.252.020 (Definitions) of the City of Wildomar Zoning Ordinance is hereby amended to add the following definitions as follows:

**Changeable Copy Sign, Electronic.** A sign, or portion thereof that displays electronic, static text information, defined by a small number of matrix elements using different combination of light emitting diodes (LED's), fiber optics, light bulbs or other illumination devices within the display area where the message change sequence is accomplished immediately or by means of fade, repixelization or dissolve modes. Electronic changeable copy signs include computer programmable, micro processor controlled electronic or digital displays. This sign type includes projected messages onto building or other objects.

**Electronic Graphic Display Sign.** A sign or portion thereof that displays electronic, static images, static graphics or static pictures, with or without text information, defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the display area where the message change sequence is accomplished immediately or by means of fade, repixelization or dissolve modes. Electronic graphic display signs include computer programmable, microprocessor controlled electronic or digital displays. Electronic graphic display signs include project images or messages with these characteristics onto building or other objects.

**Electronic Message Sign.** An electronic sign, typically comprising a liquid crystal diode (LCD), light emitting diode (LED), plasma, or other digital illuminated sign that displays one or more messages. An electronic message sign is different from an illuminated sign in that the illumination of the display creates the message, rather than illumination illuminating the message. An electronic message sign could be used as a message delivery method for a wall sign, a monument sign or other freestanding sign.

**Multi-vision Sign.** A sign composed in whole or in part of a series of vertical or horizontal slats or cylinder that are capable of being rotated at intervals so that partial rotation of the group of slats or cylinders produces a different image and when properly functioning allows on a single sign structure the display at any given time one or two or more images.

**Time/Temperature Sign.** An electronic or mechanical device that shows time and/or temperature but contains no business identification or advertising.

**Video Display Sign.** A sign that changes its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not

include text and depicts action or a special effect to imitate movement, the presentation of pictorials or graphics displayed in a progression or frames which give the illusion of motion, including but not limited to the illusion of moving objects, moving patterns or bands or light, or expanding or contracting shapes, not including electronic changeable copy signs.

**SECTION 4:           Amendment to the Zoning Ordinance**

Section 17.252.040.E (On-Site Signage Along Scenic Corridors Designated Within the Eastern Coachella Valley and Western Coachella Valley Community Plans) is hereby deleted in its entirety.

**SECTION 5:           Amendment to the Zoning Ordinance**

17.252.040.E, a new section, is hereby added to Section 17.252.040 (On-Site Advertising Structures and Signs) to read as follows:

E.     Electronic Message Sign Regulations.

1. Intent. It is the intent of this section to establish regulations for electronic message signs to ensure that they are consistent with other signage types located on the parcel and do not create a distracting and potentially unsafe visual environment. The intent is to limit the use of electronic message signs as individual freestanding business identification to ensure that these sign types are used along with other signage and are consistent with that signage.
2. Applicability. The electronic message sign types listed below shall be permitted only within the C-1/C-P and CPS zones as a free-standing business identification sign for individual businesses on a single parcel of land subject to the development standards outlined in this section. In addition, these sign types shall be permitted for private schools and non-profit service club organizations located on a single parcel of land in any zone subject to the development standards outlined in this section. A Minor Plot Plan application is required for these electronic message sign types, and shall be approved by the Planning Director prior to the issuance of any building/electrical permit by the Building Department.
  - a. Electronic Changeable Copy Signs.
  - b. Electronic Graphic Display Signs.
3. Prohibited Electronic Sign Types. Sign with mechanical moving part (e.g. Multi-vision Signs) and sign with video or other types of moving lights or visual images (e.g. Video Display Signs) are prohibited within all Wildomar zoning districts.

4. Exempt Electronic Signs. Time and temperature display smaller than 12 square feet in size are exempt from these requirements.
5. Development Standards. The following standards shall apply to all Electronic Message Sign types listed in Section 17.252.040.E.2.
  - a. A maximum of one (1) electronic message sign is allowed per street frontage and can only be included as part of a free-standing business identification sign.
  - b. An electronic message sign is limited to a maximum sign area of 50 square feet per face (single or double-faced sign).
  - c. No more than 50% of the total business identification sign area can be allocated to the electronic message portion of the sign.
  - d. Business identification signs which include an electronic message sign are limited to a maximum height of 15 feet.
  - e. The sign shall only be located on the site of the use identified/advertised by the sign.
  - f. When proposed, a monument base for the proposed sign type shall be constructed of materials that are consistent with the materials of the building for the business. The monument base shall be included in the total sign height.
  - g. The electronic message sign shall be located no closer than 100 feet from an abutting residential zone district boundary, and shall not produce any glare into an adjacent residence.
  - h. Audio speakers are prohibited in association with any electronic message business identification signs.
  - i. The provisions in the Table 1 below (Additional Standards for Electronic Message Signs) shall apply as noted.

**Table 17.252.040.E-1  
Additional Standards for Electronic Message Signs**

<b>Sign Type</b>	<b>Description</b>	<b>Text Limit</b>	<b>Minimum Duration</b>	<b>Brightness (NITs<sup>1</sup>) Day/Night<sup>2</sup></b>	<b>Dark Period (off / on)</b>
<b>Electronic Changeable Copy</b>	Text only – no picture or movement (e.g. no scrolling)	15 words	10 seconds	5,000 <sup>3</sup> / 200	10 P.M. to 6 A.M.
<b>Electronic Graphic Display</b>	Images and text (scrolling of text permitted)	No limit	20 seconds	5,000 <sup>3</sup> / 200	10 P.M. to 6 A.M.

1. NIT is a term used to describe a metric unit of luminance. It is defined as candela per square meter (cd/m<sup>2</sup>). The unit is based on the candela, the modern metric unit of luminous intensity. This quantifies surface brightness, or the amount of light an object gives off.
2. Dimmer control required to change to the lower nighttime brightness setting upon sunset. A change to the higher brightness setting is not permitted until after sunrise.
3. As part of the minor plot plan process, the Planning Director may approve an increase in sign brightness up to a maximum of 7,500 NITs during periods of low sun (e.g., sunset) to allow sign text and graphics to be clearly seen when affected by direct sunlight.

**SECTION 6. Effective Date of the Ordinance.**

This Ordinance shall take effect and be in full force and operation thirty (30) days after its second reading and adoption.

**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, 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 8. City Clerk Action**

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (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 \_\_\_\_\_, 2013.

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Timothy Walker  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

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Thomas D. Jex  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.1**  
**GENERAL BUSINESS**  
**Meeting Date: March 13, 2012**

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**TO:** Mayor and City Council Members

**FROM:** Misty V. Cheng, Controller

**SUBJECT:** FY 2012/13 California Supplemental Law Enforcement Services Fund (SLESF) Grant Program

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2013 - \_\_\_\_\_  
A RESOLUTION OF THE COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,  
RECOMMENDING THE USE OF \$100,000 FROM THE 2012-13 STATE BUDGET TO  
PROVIDE FUNDING ADDITIONAL PUBLIC SAFETY PERSONNEL

**BACKGROUND:**

The California Supplemental Law Enforcement Services Fund (SLESF) program, also known as the Citizens Option for Public Safety (COPS) grant, has provided annual funding to cities for the delivery of front line law enforcement services that are not already funded (or are underfunded) by the local jurisdiction. State law requires that these funds be appropriated pursuant to a written request from the Chief of Police to the City Council and the request must be considered separate and apart from any proposed law enforcement allocations from the General Fund.

**DISCUSSION**

The City has received a letter from the Chief of Police and it is recommended that the grant funds be used to provide additional service hours above the current 40 hours per day. The 40 hours per day is not an optimum staffing level but the City was forced to this level of service due to the State taking of \$1.8 million of the City's Motor Vehicle License Fee revenues. Based on current activity, Wildomar Police Department officers are directly supported by County resources on an average of two hours per day. These hours are billed to the City and would largely be covered by the SLESF funding.

**FISCAL IMPACT**

The \$100,000 from the SLESF Program would be added to the City budget as would the cost of additional police services. The action would take place when the City is notified of the grant award and the budget would be amended during a public hearing.

**2012-13 SLESF Expenditure Plan**

\$90,514 Salary and Benefits for 682.15 Total Deputy Hours

\$ 9,486 for 10,200 miles of vehicle usage

\$100,000 Total Expenditure.

Submitted by:  
Misty V. Cheng

Controller

Approved by:  
Gary Nordquist

City Manager

**ATTACHMENTS**

Resolution

**RESOLUTION NO. 2013 - \_\_\_\_\_**  
**A RESOLUTION OF THE COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,**  
**RECOMMENDING THE USE OF \$100,000 FROM THE 2012-13 STATE BUDGET TO**  
**PROVIDE FUNDING ADDITIONAL PUBLIC SAFETY PERSONNEL**

WHEREAS, the adoption of the 2012-13 State budget, includes continuation of AB 1913 which established the Supplemental Local Law Enforcement Fund; and

WHEREAS, AB 1913 appropriated \$100 million to supplement local law Enforcement budgets; and

WHEREAS, the City of Wildomar has been designated to receive \$100,000 from the 2012-13 California State budget as granted under AB 1913; and

WHEREAS, the funds may be applied to projects and front line municipal police Services which are in existing budgets but are under-funded; and

WHEREAS, a public meeting was held on March 13, 2013, to hear input on the recommendations for the use of these funds.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Wildomar Approves the use of such funds for when received from the 2012-13 California State budget to assist in funding Public Safety personnel, and authorizes the Chief of Police to execute any grant related documents.

PASSED, APPROVED AND ADOPTED this 13th day of March, 2013.

\_\_\_\_\_  
Tim Walker  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.2**  
**GENERAL BUSINESS**  
**Meeting Date: March 13, 2013**

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**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, City Manager  
**SUBJECT:** License Agreement for County Corporate Yard

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2013 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AUTHORIZING AN AGREEMENT WITH RIVERSIDE  
COUNTY FOR COUNTY CORPORATE YARD USAGE AT 22-800 BUNDY  
CANYON ROAD, WILDOMAR, CALIFORNIA

**BACKGROUND/DISCUSSION:**

The City has been discussing, with Riverside County staff, the concept of the City using space at the County's storage yard located at 22-800 Bundy Canyon Road in Wildomar. The staff from the two organizations have prepared an agreement that, upon Council and Board approval, would authorize the City usage of the County storage yard based on the terms of the initial 5 year agreement.

**FISCAL IMPACTS:**

Per agreement terms, the City's lease expense would be \$1.00 per year.

Submitted & Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS**

Resolution

**RESOLUTION NO. 2013 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AN  
AGREEMENT WITH RIVERSIDE COUNTY FOR  
CITY CORPORATE YARD USAGE AT  
22-800 BUNDY CANYON ROAD, WILDOMAR CALIFORNIA**

WHEREAS, the City incorporated on July 1, 2008:

WHEREAS, the City continues to lease properties for facility usage and is in need of a Corporate Yard for the storage of materials, and to conduct periodic events or provided events sponsored by the City;

WHEREAS, the City and County staff have provided an agreement, "Exhibit A", to facilitate the usage of space at the County Yards located at 22-800 Bundy Canyon Road in Wildomar.

**NOW THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF WILDOMAR CALIFORNIA DOES HEREBY RESOLVE:**

**Section 1.** The City agrees to the terms and conditions as provided for in the License Agreement for City Corporate Yard as set forth in the agreement, attached as Exhibit "A".

PASSED, APPROVED, ADOPTED, this 13th day of March, 2013.

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Timothy Walker  
Mayor

APPROVED AS TO FORM:

ATTEST:

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Thomas D. Jex  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

# Exhibit A

License Agreement for City Corporate Yard

**LICENSE AGREEMENT**  
**FOR**  
**CITY CORPORATE YARD**

This **LICENSE AGREEMENT FOR CITY CORPORATE YARD** (“License”), dated this \_\_\_ day of March, 2013, by and between the County of Riverside, hereinafter referred to as “Licensor,” and City of Wildomar, hereinafter referred to as “Licensee.”

**RECITALS**

- A. Licensee is in need of a location to establish a municipal corporate yard for the storage of materials (in a space identified as storage within Exhibit A), and also desires to have a space available for the conduct of City periodic events or private events sponsored by the City, subject to a Use Permit pursuant to the terms of this License.
- B. Licensor maintains a County yard within the City and desires to license to Licensee a portion of that yard for the purposes stated herein.

**OPERATIVE PROVISIONS**

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

1. **LICENSE**: Licensor licenses to Licensee, and the Licensee does hereby license from the Licensor, that certain real property located at 22-800 Bundy Canyon Road, Wildomar, California, described and depicted more particularly in Exhibit A attached hereto and incorporated by this reference (the “Premises”).
2. **TERM**: The term of this License shall be for a five (5) year period commencing on the \_\_\_ day of March, 2013. Licensee maintains the option to renew the License for two additional one year periods by providing written notice to Licensor at least thirty (30) days prior to the expiration of the original or any subsequent term.
3. **TERMINATION WITHOUT CAUSE**: Licensor or Licensee may terminate this License at any time without cause by notifying the other party with at least thirty (30) days’ advance written notice.
4. **"AS IS" LICENSE; LIMITED WARRANTIES**: Licensee acknowledges and agrees that, except as expressly set forth in this License, Licensor has made, and is making, no representations or warranties of any kind or nature whatsoever (written, oral, expressed or implied) respecting the Premises or any part thereof, including, without limitation, the condition of the Premises, the suitability of the Premises for the conduct of Licensee's business thereon, any zoning, land use or other laws, rules, regulations, conditions or limitations now or hereafter applicable to the Premises or Licensee's use thereof, or any other matters (whether or not of public record) respecting the Premises. Licensee acknowledges and agrees that, prior to entering

into this License, it has examined and inspected the Premises and every part thereof and has performed such tests and studies and has reviewed all such matters respecting the Premises (whether or not of public record) to the full extent Licensee has deemed necessary, and that in entering into this License (except as otherwise expressly provided herein), Licensee is not relying upon any representation or warranty of any kind or nature whatsoever by Licensor and that the Premises are acceptable to Licensee in all respects and Licensee is accepting the Premises in their "AS IS" condition.

Notwithstanding the foregoing, Licensor represents and warrants that:

4.1 Licensor has full right and authority to enter into this License, and the execution and delivery of this License and the performance by Licensor of its obligations hereunder have been duly authorized by all necessary means on the part of Licensor.

5. RENT: Licensee agrees to pay on the commencement date of the License, and annually on the anniversary of the commencement date, the sum of One Dollar (\$1.00).

6. PRINCIPAL USE OF PREMISES: The Premises will be used by the Licensee for the principal purpose of maintaining Licensee's municipal corporate yard on the portion of the premises that abut Bundy Canyon Road within the existing area that is gated and fenced from the rest of the premises. Licensee may also conduct Sponsored Events on the Premises as described in Section 7. Licensee acknowledges that the primary use of the premises are for the operation of a transportation materials and storage yard by the County Transportation Department, and that any use of the site by Licensee under the terms of this agreement will be secondary to the ongoing primary use by the County Transportation Department.

7. SPONSORED EVENTS: With the permission of the Riverside County Transportation & Land Management Agency ("TLMA") via a Use Permit, a sample which is hereby attached as Exhibit B, the Licensee may use the Premises for special events conducted by the Licensee or conducted by a third party with the permission of Licensee ("Sponsored Events"). All requests to conduct a Sponsored Event must be submitted to TLMA at least 90 days prior to the planned occurrence of the Sponsored Event. Upon receiving approval to conduct a Sponsored Event, the Licensee will be responsible for complying with all necessary Federal, State and local laws applicable to the Sponsored Event, including obtaining Environmental Health permits if required.

7.1 Licensee will provide for parking and appropriate traffic control, including use of police at the entrance of the Premises as the Licensee deems necessary for traffic safety, for all Sponsored Events.

7.2 Licensee agrees that it will fence off, or use other means acceptable to Licensor, any areas on the Premises identified by Licensor as posing a health and safety risk to the general public during the Sponsored Event. Such areas include, but are not limited to, an existing burn dump site on the Premises.

7.3 Licensee will be responsible for all costs associated with setting up, hosting and cleaning up Sponsored Events, including providing for portable restrooms, trash cans, water, electricity and other necessary appurtenances.

7.4 Any vendors and other third-parties using the Premises during a sponsored event will carry adequate insurance for the scope of products or services, or as described in Section 11.

8. GENERAL INDEMNITY. Licensee shall indemnify, protect, defend and hold harmless Licensor, and their elected and appointed officials, officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all claims, actions, liabilities, damages, losses, judgments, costs and expenses (including reasonable attorneys' fees and costs), (collectively "Claims") which the Indemnified Parties, or any of them, may suffer or incur arising from any default by Licensee under this License or from Licensee's use of the Premises, including use of the Premises for Sponsored Events, or from any activity, work or things done, permitted or suffered by Licensee in or about the Premises, and shall further indemnify, protect, defend and hold harmless the Indemnified Parties, and each of them, from and against any Claims arising from any negligence of Licensee, its agents, contractors, servants, employees, or licensees; provided, that the foregoing indemnity shall not extend to any Claims to the extent arising from the grossly negligent, willful or intentional acts or omissions of the Indemnified Parties, or any of them, as to all of which Claims Licensor shall indemnify, protect, defend and hold harmless Licensee.

9. LIMIT OF LICENSOR LIABILITY: Except to the extent arising from the grossly negligent, willful or intentional acts or omissions of Licensor, its elected or appointed officials, officers, agents or employees, Licensor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Licensee, Licensee's, licensees, employees, contractors, invitees, or any other person in or about the Premises, whether the said injury or damage results from conditions arising upon the Premises, or from other sources or places.

10. HAZARDOUS MATERIALS INDEMNITY: Licensee hereby agrees to indemnify, protect, defend and hold harmless the Licensor from and against any and all claims, actions, damages, losses, liabilities, judgments, costs and expenses (including reasonable attorneys' fees and costs), and including, without limitation, all foreseeable and unforeseeable consequential damages, which the Licensor may suffer or incur directly or indirectly arising out of or connected with (a) the use, generation, storage, disposal, release or threatened release of Hazardous Materials in, on, under or about the Premises due to the acts or omissions of Licensee, its licensees, directors, officers, employees, servants, contractors or agents, (b) any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence, use, generation, storage, disposal, release or threatened release of Hazardous Materials in, on, under or about the Premises due to the acts or omissions of Licensee, licensees, directors, officers, employees, servants, contractors or agents. Licensee shall not be liable for Hazardous Materials that existed prior to their use of the premises or caused by the acts or negligence of the Licensor. As used herein, "Hazardous Materials" means (1) any flammable explosives, radioactive materials, asbestos, PCB's, hazardous wastes, toxic substances or related materials, including, without limitation, all substances, wastes, pollutants and contaminants now or hereafter included within such (or any similar) term under any federal, state or local statute, ordinance, code, rule or

regulation now existing or hereafter enacted or amended. The provisions of this Section 10 shall survive the expiration or earlier termination of this License.

11. INSURANCE: Throughout the term of this License, at Licensee's sole cost and expense, Licensee shall maintain in full force insurance coverage, including self-insurance retention, in an amount not less than One Million Dollars (\$1,000,000) per occurrence. The policy shall insure performance by Licensee of its indemnity obligations under Section 8 and 10, but the limits of such policy shall not limit Licensee's liability under said Section or this License.

11.1 Any third parties conducting a Sponsored Event on the Premises, and any vendors for Sponsored Events, must have the same amounts and types of insurance coverage as Licensee, and must add the Licensor and Licensee as additional insureds.

11.2 Licensee shall also maintain worker's compensation insurance coverage as required by California law.

12. REPAIRS: Licensee shall, at its sole cost and expense, keep and maintain the Premises and every part thereof in good and sanitary order, condition and repair. Licensee hereby waives all rights to make repairs at the expense of Licensor. By acceptance of the delivery of possession of the Premises Licensee shall be deemed to have accepted the Premises as being in good order, condition and repair, and agrees on the last day of the term of this License, or sooner if the same shall terminate, to surrender to Licensor all and singular said Premises with said appurtenances in the same condition as when received, reasonable use and wear and tear excepted.

13. ASSIGNMENT: Licensee shall not have the right to assign the rights under this License.

14. DEFAULT BY LICENSEE; TERMINATION FOR CAUSE: Should Licensee at any time be in default hereunder with respect to any term or condition of this License, Licensor, at its option, may give Licensee notice of the default and a time frame to cure the default, which shall be at least thirty (30) days. If Licensee does not cure the default in the time provided, or any extension thereof granted by Licensor, Licensor shall have the right to declare the term of this License ended and to re-enter the Premises and take possession thereof, and to terminate all of the rights of Licensee in and to the Premises, without requiring further advance notice as required in Section 3 of this License.

15. TITLE TO FIXTURES: All personal property and materials installed in the Premises by the Licensee (other than alterations which shall be deemed to be a part of the realty) shall be and remain the property of the Licensee, and at the expiration of the License, the Licensee may, within thirty (30) days, remove from said Premises all of such personal property and materials, provided that all costs connected with the removal thereof shall be at the expense of Licensee. Licensee further agrees to repair at its sole cost and expense all damage and waste that may result from the removal of such personal property and materials.

16. MECHANIC'S LIENS: Licensee agrees that it will pay, or cause to be paid, all costs for work done by it, or caused to be done by it, on the Premises, of a character which will, or may, result in liens on Licensor's reversionary estate therein, and Licensee will keep the Premises free and clear of all mechanic's liens, and other liens, on account of work done for Licensee or

persons claiming under it. Licensee agrees to, and shall, indemnify and save Licensor free and harmless against liability, loss, damage, costs or expenses, including attorney's fees, on account of claims and claims of lien of laborers, or materialmen or others, for work performed, or materials or supplies furnished, for Licensee or persons claiming under it.

16.1 If Licensee shall desire to contest any claim of lien, it shall furnish Licensor adequate security of the value or in the amount, of the claim, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Licensee shall pay and satisfy the same at once.

16.2 Should any claims of lien be filed against the Premises, or any action affecting the title to such property be commenced, Licensee shall give Licensor written notice thereof as soon as it has knowledge thereof.

17. SEVERABILITY: If any term, provision, covenant or condition of this License should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this License shall continue in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

18. INTERPRETATION: The laws of the State of California shall govern the validity, construction and effect of this License. Venue for any proceeding related to this License shall be in the County of Riverside

19. NOTICES: All notices required to be in writing to Licensor or Licensee hereunder shall be sent to:

Riverside County  
Attn: Director of Transportation  
County Administrative Center  
4080 Lemon St., 2nd Floor  
Riverside, CA 92502

City of Wildomar  
Attn: Community Services Director  
23873 Clinton Keith Rd.  
Suite 201  
Wildomar, CA 92595

20. AMENDMENTS: No amendment to or modification of this License shall be valid unless made in writing and approved by the Licensor and Licensee. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

21. ENTIRE AGREEMENT: This License, including 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 Licensor or Licensee prior to the execution of this License. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

22. WAIVER: Waiver by any party to this License of any term, condition, or covenant of this License shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this License shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this License.

23. NO REAL PROPERTY INTEREST. This is a temporary license to use the Premises for the term defined herein for limited storage and advance approved Sponsored Events. This agreement does not confer on, or vest in, Licensee any title, interest or estate in the property or defined premises. This License shall not be binding or consummated until its approval by the Riverside County Board of Supervisors.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**IN WITNESS WHEREOF**, the parties hereto have executed this License Agreement for City Corporate Yard on the date approved by the Riverside County Board of Supervisors.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By: \_\_\_\_\_  
John J. Benoit, Chairman  
Board of Supervisors

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
PAMELA J. WALLS, County Counsel

By: \_\_\_\_\_  
Patricia Munroe, Deputy

**CITY OF WILDOMAR**

By: \_\_\_\_\_  
Gary Nordquist, City Manager

**ATTEST:**

\_\_\_\_\_  
Debbie Lee, City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Thomas D. Jex, City Attorney

**EXHIBIT A**

**EXHIBIT B**  
**SAMPLE USE PERMIT**

**USE PERMIT  
FOR CITY OF WILDOMAR  
SPONSORED EVENTS**

THIS USE PERMIT IS ISSUED as of this day of by the County of Riverside (herein referred to as "County") to the following Permittee pursuant to the License Agreement between the County of Riverside and the City of Wildomar dated March \_\_\_\_, 2013 ("License Agreement"):

Organization/Person:

Address:

City, State and Zip Code:

Contact Person:

Ph. Number:

1. Permittee may use the area(s) indicated below, subject to the payment to County of the applicable Rental and Security Fees. **Permittee is responsible for any necessary insurance required under the License Agreement.**

**Rental Fee: \$**

**Security Deposit: \$**

Said premises will be used and occupied by the Permittee on the following date(s):

Date(s) of Function:

Event Time:

Clean – up:

Type of Event:

2. The authority for the Director of Transportation and Land Management (TLMA) to execute this Use Permit is pursuant to the License Agreement between the County and City of Wildomar, approved by the Board of Supervisors on March \_\_\_\_, 2013.

3. The Permittee agrees to comply with the Administrative Policies and Procedures attached to this Use Permit, if applicable, which are incorporated herein by this reference. Permittee signing hereby certifies that he/she has legal capacity and is authorized by its governing body to enter into this Use Permit.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this use permit.

PERMITTEE:

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PERMITTOR:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: \_\_\_\_\_

Juan Perez, Director of TLMA

Date: \_\_\_\_\_

Approved as to Form:

Pamela J. Walls

County Counsel

By: \_\_\_\_\_

Patricia Munroe

Deputy County Counsel

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.3**  
**GENERAL BUSINESS**  
**Meeting Date: March 13, 2013**

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**TO:** Mayor and City Council Members

**FROM:** Tim D'Zmura, Public Works Director

**SUBJECT:** Professional Services Agreements with URS Corporation (URS) for Transportation Uniform Mitigation Fee (TUMF) Projects

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve Professional Services Agreements with URS for TUMF Projects for (1) Clinton Keith Road Widening Project, I-15 to Copper Craft and (2) Palomar Road Widening Project, Mission Trail to Jefferson Projects.

**BACKGROUND:**

***TUMF Program***

In 2002, the Western Riverside Council of Governments (WRCOG) adopted the TUMF Program. The TUMF Program was created in response to the significant growth of new development in Riverside County. Faced with inadequate funding to improve the regional transportation system to accommodate new development, the member agencies of WRCOG developed the TUMF as a solution.

The City of Wildomar is a member agency of the WRCOG, a joint powers agency comprised of the County of Riverside and 17 cities located in western Riverside County.

The TUMF Network is the system of roadways that serve inter-community trips within Western Riverside County. In the Nexus Study (for the TUMF), the TUMF roadway network was refined to distinguish between facilities of “Regional Significance” and facilities of “Zonal Significance.”

***“The Backbone” Regional Network:*** Facilities of Regional Significance were identified as those that typically are proposed to have a minimum of six lanes at general plan build out, extend across and/or between multiple area Planning Districts, and are forecast to carry at least 25,000 vehicles per day in 2035. The Facilities of Regional Significance have been identified as the “backbone” highway network for Western Riverside County. A portion of the TUMF fee is specifically designated for improvement projects on the backbone system.

**The “Secondary” Network:** Facilities of Zonal Significance (the “secondary” network) are typically within one zone and carry comparatively lesser traffic volumes than the backbone highway network. A portion of the TUMF fee is specifically designated for improvement projects on the secondary network within the zone in which it is collected.

***TUMF Projects in Wildomar***

The following is a summary of the scope, status and budget for TUMF funded projects in the City.

I-15/Clinton Keith Road Interchange

Widen to 6 lanes the existing bridge and improve freeway on/off ramps.

Construction underway. County administering construction contract per agreement.

TUMF balance \$9.3 million

Clinton Keith Road Widening

Widen, adding 2 lanes from I-15 to Copper Craft Drive

Environmental Document approved, Design on hold (consultant, URS)

TUMF balance \$750,951

Bundy Canyon Road Widening

Widen to 4 lanes from I-15 to I-215

Environmental Document (EIR) circulated in January 2012, with approval by the end of 2013 (consultant, Parsons)

TUMF balance \$1,225,000

Palomar Street Widening and Realignment

Widen to 4 lanes from Mission Trail to Jefferson Ave

Environmental Document complete on County concept. Design is 50% complete but on hold pending city review (consultant, URS)

TUMF balance \$1,649,000

With the transfer of the (1) Clinton Keith Road Widening and (2) Palomar Street Widening and Realignment Projects from the County to the City now complete, it is appropriate for the City to initiate direct control over the final design and construction of the projects. In the fall of 2006, URS was selected by the County after a competitive process. The County established a list through a request for proposals which resulted in 18 firms submitting qualifications. Representatives from Caltrans, and the Riverside County Transportation Department evaluated the written proposals and interviewed the

nine top ranked firms. URS was selected as the firm to provide the services on these two projects and a contract was negotiated between the URS and the County.

Section 3.28.050 of the City Code states the following relating to professional service agreements: *Except where it would conflict with state law, the City Council or City Manager, as applicable, may dispense with any or all of this chapter's procedures when they deem in their discretion it would be advantageous to the City to do so.* Staff is recommending that the City Council dispense with the selection process stipulated in Chapter 3.28 for the following reasons: (1) the County conducted a competitive process for the selection of a consultant on these projects and the same consultant is proposed for services, and (2) significant work has already been completed on both projects by the consultant, therefore continuation of services with URS by the City is the most cost effective approach to completing work on the projects. In addition, public works staff is familiar with URS their staff, capabilities and experience having worked with them on the project development team for the Clinton Keith Bridge Project.

At the request of the City, URS has submitted a proposal to provide professional services to the City from the point at which work ended with the County. The attached agreements between the City and URS outline the scope, fee and schedule for each project.

**FISCAL IMPACT:**

The projects are funded with TUMF monies and the proposed costs outlined in the professional services agreements are eligible for reimbursement under the TUMF program.

Submitted by:  
Tim D'Zmura  
Public Works Director

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

1. Professional Services Agreement with URS for Clinton Keith Road Widening Project, I-15 to Copper Craft
2. Professional Services Agreement with URS for Palomar Road Widening Project, Mission Trail to Jefferson

**CONSULTANT SERVICES AGREEMENT**

**Clinton Keith Road Widening Project (I-15 to Coppercraft)**

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**AGREEMENT FOR CONSULTANT SERVICES**

**BETWEEN**

**THE CITY OF WILDOMAR, CALIFORNIA**

**AND**

**URS Corporation**

**for**

**Agreement - Clinton Keith Road Widening Project (I-15 to Coppercraft)**

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This Agreement for Consultant Services ("Agreement") is entered into as of this 13<sup>th</sup> day of March 2013 by and between the City of Wildomar, a California general law city ("City") and URS, 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. 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.

B. 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 Exhibit "A" "Scope of Services" shall be completed pursuant to the schedule specified in Exhibit "A." 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 Exhibit "A" "Scope of Services" 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 Exhibit "A" "Scope of Services," 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.**

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed \$497,895 unless additional compensation is approved in writing by the City Council or City Manager.

(b) 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.

(c) 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.

(d) 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.**

(a) 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.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of 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.**

(a) 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.

(b) 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.

(c) 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**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

#### **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.**

(a) 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.

(b) 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.

(c) 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.**

(a) 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.

(b) 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.

(c) 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 attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) 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.**

(a) 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.

(b) 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 attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by 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.

(c) 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.

(d) 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.

(e) 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 Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. 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.**

(a) 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.

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

(c) 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.

(d) 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: URS Corporation  
2020 East 1<sup>st</sup> Street #400  
Santa Ana, CA 92705

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" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between 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.

**ATTEST:**

**CITY OF WILDOMAR**

\_\_\_\_\_  
Debbie E. Lee  
City Clerk

By: \_\_\_\_\_  
Gary Nordquist, City Manager

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Thomas D. Jex  
City Attorney

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**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 RIVERSIDE

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

INDIVIDUAL  
 CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

PARTNER(S)  LIMITED  
 GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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

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

APPENDIX A • ARTICLE AI • INTRODUCTION

A. PROJECT DESCRIPTION

This project proposes improvements to widen Clinton Keith Road from Arya Drive to the City of Murrieta city limit (Copper Craft Drive) in the City of Wildomar. Specifically the following improvements, as defined in the approved Preliminary Engineering Report, include the following:

- Arya Drive to George Avenue - Widen from 4 lanes to 6 lanes, both directions
- George Avenue to Elizabeth Lane - Widen from 4 lanes to 6 lanes, both directions
- Elizabeth Lane to Smith Ranch Road - Widen from 3 lanes to 4 lanes, eastbound direction
- Bridlepath Lane to Copper Craft Drive - Widen from 2 lanes to 4 lanes, eastbound only

This project is necessary in order to provide improved east-west connection and service to substantial residential, commercial, and industrial development and address the immediate capacity needs.

The proposed ultimate facility is classified as an Urban Arterial on the CITY’s General Plan.

B. LOCATION

This PROJECT is located on Clinton Keith Road in the City of Wildomar from Arya Drive to the City of Murrieta city limit (Copper Craft Drive).

C. COORDINATION

ENGINEER shall coordinate with other involved agencies for compatible design and phasing of construction with existing conditions. Coordination may include, but will not necessarily be limited to the following:

- California Department of Fish and Game (CDFG)
- U.S. Fish and Wildlife Service (USFWS)
- Regional Water Quality Control Board (RWQCB)
- Army Corps of Engineers (ACOE)
- State Resource Agencies
- Utility Companies
- City of Murrieta

Milestone PROJECT design reviews will be performed for the specific products and deliverables listed herein.

The CITY PROJECT MANAGER will coordinate these reviews. All meetings with other outside agencies will be scheduled by ENGINEER with approval of CITY.

D. PHASES

The services performed by ENGINEER will be accomplished in two Phases:

Phase I • Permitting

1 Phase II • Final Design (Plans, Specifications & Estimates)

2 **E. Standards**

3 The permit applications and final plans, specifications and estimate shall be prepared in accordance with  
4 County of Riverside (COUNTY) regulations, policies, procedures, manuals and standards and State  
5 Department of Transportation (CALTRANS) latest standards, where applicable. All documents shall be  
6 prepared using English standards and dimensions.

7 1. Survey

8 Design surveys have been completed in compliance with the Riverside County Survey Manual. Aerial  
9 mapping was prepared in Microstation format and prepared to Caltrans standards. These tasks were  
10 previously completed under contract with the County.

11 2. PS&E

12 Plans and specifications shall be prepared in conformance with current COUNTY Road Improvement  
13 Standards and County Policies and Guidelines for Submittal of Plans, Specifications and Estimates. As part  
14 of the work involved in the preparation of the plans, specifications and estimate, the ENGINEER shall prepare  
15 and furnish to CITY special provisions for items of work included in the plans, which are not covered in the  
16 Standard Specifications produced by CALTRANS.

17 Roadway plans shall be prepared electronically in Microstation software. Special Provisions shall be prepared  
18 using Microsoft Word conforming to CALTRANS format and content.

19 **F. KEY PERSONNEL**

20 The ENGINEER has represented to the CITY that certain key personnel will perform the services and if one  
21 or more of such personnel should become unavailable, ENGINEER may substitute other personnel of at least  
22 equal competence only after prior written approval by the CITY PROJECT MANAGER has been secured.

23 The key personnel for performance of this PROJECT are:

24 Project Manager

Jeff Mills, P.E.

25 **ARTICLE AII • PROJECT ADMINISTRATION**

26 **A. PROJECT MANAGEMENT**

27 The ENGINEERING PROJECT MANAGER will maintain ongoing liaison with the CITY PROJECT MANAGER  
28 and other affected agencies to promote effective coordination during the course of project development.

1 Engineer will hold a kick-off meeting with the CITY to confirm the project scope, establish the lines of  
2 communications, and establish a schedule for project coordination meetings and technical reviews. The kick-  
3 off meeting will address the start-up activities to initiate Permitting and Final Design work tasks. Team  
4 meetings will be held as needed to review progress of the project development and any issues and concerns.  
5 Additional coordination meetings with the CITY PROJECT MANAGER and other representatives from  
6 affected agencies will be held on an as needed basis. The ENGINEER shall prepare agendas and meeting  
7 notes for each meeting and have these available for review within ten (10) working days following the  
8 meeting.

9 **B. BUDGETING**

10 The ENGINEER has prepared budgets for major tasks and milestones for the PROJECT. Such budgets will  
11 be entered in to the ENGINEER's Management Information System along with actual costs incurred and used  
12 as a basis for cost monitoring and control.

13 **C. COST ACCOUNTING**

14 The ENGINEER will prepare monthly reports of expenditures for the PROJECT by major tasks and  
15 milestones. Expenditures include direct labor costs, other direct costs and subconsultant costs. These  
16 reports will be included as supporting data for invoices presented to the CITY on a monthly basis.

17 **D. SCHEDULING**

18 Within two (2) weeks from the Notice to Proceed (NTP), the ENGINEER will provide a detailed project  
19 schedule; which indicates milestones, major activities and deliverables; to the CITY for review and comments.  
20 This schedule will reflect assumed review times necessary by the CITY. Review of the schedule will occur  
21 and adjustments will be made, if necessary, due to changing circumstances.

22 **E. PROGRESS REPORTING**

23 Progress reports shall be prepared on a monthly basis and delivered along with the monthly invoices.

24 **F. QUALITY CONTROL PLAN**

25 A Quality Control Plan shall be established for this PROJECT. The Quality Control Plan shall be followed for  
26 all work product deliverables and submittals.

27 **ARTICLE AIII • PERMITTING**

28 A Jurisdictional Delineation (JD) was prepared during the environmental planning phase of the project in

2009. An update JD should not be necessary for permitting purposes and is not included in our level of effort estimate. The JD identified seven (7) drainages within the project limits and four (4) of those were determined to be jurisdictional. Of the four (4) jurisdictional drainages, three (3) are impacted by the project. The limits and area of impacts to the three (3) jurisdictional drainages are assumed to be the same as previously calculated during preliminary engineering.

A preliminary Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) consistency document was prepared during the environmental planning phase. This document was not approved during that phase and will need to be updated and finalized during the permitting phase. Protocol field surveys were performed during the environmental planning phase for riparian birds, burrowing owl and fairy shrimp, but they are outdated and will need to be redone for permitting. Also, narrow endemic plant surveys will need to be completed now to address MSHCP permitting requirements.

It is anticipated that the project will qualify for a USACE Nationwide Permit since permanent impact losses to jurisdictional waters of the U.S. are expected to be less than 0.5 acre. If permanent losses to jurisdictional waters of the U.S. exceed the limits of applicable Nationwide Permit thresholds, then the project would require an USACE Individual Permit and an associated 401 (b) (1) Alternatives Analysis, which are not included in our level of effort estimate. A conceptual Compensatory Mitigation Plan will be prepared for consideration by the jurisdictional agencies. It is assumed that a Habitat Mitigation and Monitoring Plan will not be required during the permitting phase and that implementation of an HMMP would be the responsibility of the CITY or the permitting program sponsor.

The following permits are expected to be required:

- USACE 404 Nationwide Permit
- CDFW Section 1602 Streambed Alteration Agreement
- RWQCB Section 401 Water Quality Certification Permit

ENGINEER will prepare permit applications for submittal to the jurisdictional agencies. It is assumed that the CITY will pay all applicable application and/or mitigation fees for all permits. If water diversion plans are required, they will need to be prepared and submitted by the construction contractor, since the various methods and field conditions can only be assessed at the time of construction.

**ARTICLE AV • FINAL DESIGN ENGINEERING SERVICES**

1 The ENGINEER shall perform the final design and prepare roadway plans, specifications, and cost estimate.

2 The ENGINEER will provide all the necessary Final PS&E documents in a bid-ready form.

3 **A. DRAWINGS**

4 The title sheet for specifications and each sheet of plans shall bear the professional seal, certification  
5 numbers, registration classification, expiration date of the certificate, and signature of the professional  
6 engineer responsible for their preparation. The following are detailed descriptions of the drawings that are  
7 anticipated to be required as part of the roadway plan set. There are a total of 52 plans sheets anticipated.

8 1. Title Sheet (1 sheet)

9 The Title Sheet will show a project location map, construction notes and other general information.

10 2. Typical Cross Sections (2 sheets)

11 Typical cross sections for Clinton Keith Road will be prepared at an appropriate scale. The Typical Cross  
12 Sections will show typical conditions between general segments of the project, including pavement structural  
13 sections and edge conditions such as curb and gutter, dikes, side slopes and other details. Being typical  
14 sections, not every change in condition will warrant a different Typical Cross Section.

15 2. Plans and Profile Sheets (9 sheets)

16 The final geometric design consists of the development of the horizontal and vertical geometry widening of  
17 Clinton Keith Road. The project is not intended to provide roadside improvements such as sidewalks, bus  
18 pullouts, parkway planting, street lighting, screen walls or other edge condition details. It is understood that  
19 as development is approved along the corridor, the street frontage improvements will be the responsibility of  
20 the respective developers. Plans will be prepared at 1"=40' horizontal scale and will show the following:

- 21
- 22 • Aerial mapping
  - 23 • Roadway alignment, edge lines, curve data and required dimensions
  - 24 • Proposed roadway improvements
  - 25 • Existing and/or propose right of way
  - 26 • Existing utilities

26 Existing utilities were researched during the preliminary engineering phase of the project. Those utilities will  
27 be shown in the base mapping for the project. New or additional utility research is not anticipated to be  
28 needed for the project and is not included. Utility relocation or protection designs are not included.

1 Profiles will be prepared at 1"=40'H and 1"=4'V for Clinton Keith Road. The project improvements can be  
2 shown adequately with a single line profile and will be constructible when used with the Typical Cross  
3 Sections. Profiles will show longitudinal slopes, vertical curves and the existing ground line.

4 3. Construction Details (7 intersection detail sheets and 1 additional detail sheet)

5 Intersection construction detail sheets will be generally be prepared at 1"=20' and will show details for 7  
6 intersections (Arya Drive, George Avenue, Iodine Springs Road, Inland Valley Drive, Salida Del Sol, Elizabeth  
7 Lane-Renoysa Lane and Carrington Street) and typical details of driveway approaches, curb and gutter and  
8 pavement transitions.

9 4. Grading and Drainage Plans (5 sheets, double-stacked)

10 Plans will be prepared at 1"=40' scale with two layout strips per plan and will show the following:

- 11 • Grading limits (cut or fill daylight lines)
- 12 • Ditches and berms
- 13 • Watercourses and existing culverts
- 14 • Proposed drainage improvements
- 15 • Erosion control treatments

16 Contour grading plans should not be needed for this linear widening project and are not included.

17 5. Drainage Profiles and Details (2 profile sheets and 1 detail sheet)

18 Profiles will be prepared at 1"=10'H, 1"=2'V scale and will show the existing ground above proposed storm  
19 drains and culverts and the proposed drainage improvements. Since most of the drainage improvements  
20 consist of extensions of existing or new cross culverts, the hydraulic grade line will not be shown on the  
21 drainage improvement profiles.

22 6. BMP Details (1 sheet)

23 Based on the WQMP recommendations, BMP details may be required. The level of effort will be limited to  
24 catch basin inserts, bio-filtration swales and/or bio-filtration strips. No BMP basins are anticipated.

25 7. Signing and Striping (5 sheets, double-stacked)

26 Plans will be prepared at 1"=40' scale with two layout strips per plan and will show the existing and proposed  
27 signage and new striping.

28 8. Electrical Plans (8 traffic signal modification sheets and 2 street light modification sheets)

Existing signals at the Arya Drive, George Avenue, Inland Valley Drive and Smith Ranch Road intersections, and existing street lighting at Salida Del Sol, Reynosa Lane and Copper Craft Drive will require reconstruction or modifications. Circuit diagrams are not assumed to be necessary for these relatively simple electrical systems. The signal plans will be prepared at 1"=20' and will show the following:

- Proposed intersection striping
- Existing and proposed signal detector loops and electrical wiring
- Existing and proposed signal poles and pull boxes
- Conductor and conduit schedule
- Phase diagram
- Pole schedule

Signal interconnection designs and signal timing are not included in this scope of work.

Existing street lighting at the Salida Del Sol, Elizabeth Lane-Reynosa Lane and Copper Craft Drive will require relocation or modification. The street lighting plans will be prepared at 1"=40' and will show the following:

- Existing street lighting and electrical wiring
- Proposed street lighting and electrical wiring

There are no new electrical service drops or points of connection necessitated by the proposed improvements.

#### 9. Stage Construction and Traffic Control (5 sheets)

Plans will show conceptual staging and traffic control with general layouts and typical cross sections.

#### 10. Construction Area Signs (1 sheet)

Plans will show temporary construction signs, a table with sign descriptions and necessary sign details.

#### 11. Retaining Wall Plans and Details (4 plan and elevation sheets and 1 detail sheet)

Plans will be prepared at 1"=40' scale with a plan view, elevation view and a typical cross section shown.

#### 12. Utility Relocation/Protection Plans (0 sheets)

If utility relocation plans are needed, they are assumed to be prepared by the owning utility company or agency. No utility relocation/protection plans sheets are included in this scope of work.

#### 13. Planting and Irrigation Plans (0 sheets)

1 There are no landscaping improvements included in the proposed project. Raised medians are anticipated to  
2 be paved with hardscape such as stamped concrete or left unimproved with erosion control applications.

3 **B. SPECIFICATIONS AND ESTIMATE**

4 Technical special provisions will be prepared for items not covered by CALTRANS Standard Specifications.

5 The roadway construction cost estimate will be prepared in using the latest available CALTRANS cost data  
6 and cost date from actual recent construction bids in the area.

7 **C. INTERMEDIATE REVIEWS**

8 Roadway designs will be submitted for review to the CITY at the draft and final completion stages.

9 ENGINEER shall submit three (3) sets of the plans (11"X17" size), special provisions and construction cost  
10 estimate at each submittal stage.

11 **D. QUALITY CONTROL**

12 The Plans, Specifications and Estimate will be subject to quality control reviews before submittal.

13 **E. CROSS SECTIONS**

14 Roadway cross sections (10 sheets) for widening of Clinton Keith Road will be prepared at 50' intervals for  
15 earthwork purposes. Cross sections will be prepared to support the design effort and are not anticipated to  
16 deliverables for inclusion in the improvement plan set provided to the bidders.

17 **F. WATER QUALITY MANAGEMENT PLAN**

18 The project is within the Santa Margarita Watershed, therefore a Water Quality Management Plan (WQMP)  
19 will be required by the San Diego Regional Water Quality Control Board. The WQMP prepared in the  
20 previous phase for the COUNTY will be updated to the extent necessary. It is anticipated that minimal  
21 changes will be needed to complete the WQMP.

22 **G. HYDROLOGY AND HYDRAULIC**

23 The hydrologic and hydraulic analyses will be updated only in locations where the conceptual drainage  
24 designs require modifications.

25 **H. SURVEY**

26 Aerial mapping and topographic surveys were performed in the previous phase for the COUNTY. All surveys  
27 were completed in compliance with Riverside County Survey Manual.

28 **I. RIGHT OF WAY ENGINEERING**

1 1. Right of Way Surveys

2 Right of Way limits will be established for Clinton Keith Road using record survey data. This will include:

- 3 • Recover record centerline monuments for Clinton Keith Road and closest monuments northerly and  
4 southerly for intersecting roadways. All found monuments will be tied to survey control.  
5 • Review record mapping and calculate record limits.  
6 • Prepare Right of Way base map file with fully dimensioned property limits.

7 2. Legal Descriptions

8 Provide support to the CITY for acquisition of additional right of way to widen Clinton Keith Road. There have  
9 been 23 individual parcels identified that may be impacted by this project. The work includes preparation of  
10 23 legal descriptions and exhibits to support permanent acquisitions and/or temporary construction  
11 easements.

12 CITY shall perform right of way appraisals, acquisitions, negotiations, agreements and relocations, if required.

13 **J. GEOTECHNICAL INVESTIGATION**

14 Geotechnical investigations and analyses were performed in the previous phase for the COUNTY.  
15 ENGINEER will utilize this information in support of the PS&E. It is assumed that no new geotechnical data  
16 or analysis will be needed to complete the final design.

17 **K. UTILITY COORDINATION**

18 ENGINEER will coordinate with utility owners and CITY staff with respect to all utility related matters.

19 ENGINEER will provide copies of all correspondence with utility companies and other utility related  
20 information to the CITY. Correspondence, as described herein, will be prepared by ENGINEER for either  
21 ENGINEER or CITY signature, as appropriate, and as directed by CITY PROJECT MANAGER.

22 ENGINEER will coordinate with CITY staff to obtain record copies of utility maps from each utility owner within  
23 the project limits for existing and/or proposed utility facilities. ENGINEER will include mapping and/or exhibits  
24 that clearly define the project limits as part of the requests for utility information.

25 ENGINEER will identify utility companies affected by the project and delineate utilities within the project's  
26 sphere of influence on the plans. ENGINEER will prepare existing utility plans, which shall include existing  
27 utilities (above ground and below ground) identified by location, size, type and owner, as appropriate.

28 ENGINEER will check horizontal and vertical clearances for utilities and coordinate design with the various

1 utility companies to address conflicts.

2 If it is necessary to pothole existing utilities at critical locations, ENGINEER will coordinate with CITY staff to  
3 arrange with the respective utility owner to pothole its facility (at utility owner or CITY cost). Surveying or the  
4 provision of field ties to utility potholes will be provided by the utility owner performing the potholing.

5 Known utility conflicts shall be shown on the plans with construction notes indicating action to be taken and by  
6 whom.

7 ENGINEER will send preliminary design plans, through CITY staff, to owning utility companies within the  
8 project limits with request for review and comments on the plans relevant to their respective facilities, and  
9 other project specific information.

10 ENGINEER will monitor responses of utility notices received and make recommendations for mitigating  
11 conflicts. ENGINEER will provide responses to utility companies with regard to stated concerns and conduct  
12 design coordination meetings with utility companies as needed. Unresolved issues will be brought to the  
13 attention of the CITY PROJECT MANAGER as early as practical. Utility conflict issues will be resolved prior  
14 to the completion of the final design plans as follows:

- 15 • ENGINEER, through CITY staff, will request and obtain a written acknowledgement of any conflicts from the  
16 respective utility owners.
- 17 • Reasonable efforts shall be taken to accommodate utility company requests for minor design changes to  
18 accommodate their facilities. ENGINEER understands that the utility companies are generally operating  
19 within the CITY right of way, but may have prior rights to that of the CITY in some cases.
- 20 • ENGINEER will coordinate inclusion of special provisions in CITY's bid documents for adjustments and  
21 relocations of utility facilities as alternate bid items, if requested by the owning utility. Said work may require  
22 that cooperative agreements be prepared by CITY between the City of Wildomar and the owning utility  
23 companies.

24 ENGINEER will conduct utility coordination meetings, as needed, regarding adjustments and relocations, to  
25 resolve conflict issues, and with respect to performing work for utility companies by CITY contractors.

26 For utility conflicts that require relocating, CITY staff will submit the official notice / order to the utility  
27 companies to relocate conflicting facilities.

28 ENGINEER will make recommendations for special provision language with regard to utility issues,

1 recommendations for construction windows of time for utility relocation activities, recommendations for  
2 inclusion of utility bid items, etc.

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**Clinton Keith Road Milestone Schedule**

<b>Activity</b>	<b>Duration</b>	<b>Start/Finish</b>
<b>Draft PS&amp;E (URS)</b>	<b>4 months</b>	<b>April 1, 2013 – July 31, 2013</b>
<b>Review (City)</b>	<b>1 month</b>	<b>August 1, 2013 – August 31, 2013</b>
<b>Pre-Final PS&amp;E (URS)</b>	<b>3 months</b>	<b>September 1, 2013 – November 30, 2013</b>
<b>Review (City)</b>	<b>1 month</b>	<b>December 1, 2013 – December 31, 2013</b>
<b>Final PS&amp;E (URS)</b>	<b>2 months</b>	<b>January 1, 2014 – February 28, 2014</b>

**\*Permit processing and right of way acquisition will likely control the overall schedule and start date for construction.**

**CLINTON KEITH ROAD WIDENING: ARYA DRIVE TO COPPER CRAFT DRIVE**

**FEE PROPOSAL SUMMARY**

	PHASE IA	PHASE IB	PHASE II	PHASE III	PHASE IV		TOTALS
URS Corporation		\$92,463	\$338,431				\$430,895
Psomas			\$67,000				\$67,000
<b>TOTALS</b>		\$92,463	\$405,431				\$497,895

- Phase IA:** Preliminary Engineering (N/A)
- Phase IB:** Permitting
- Phase II:** Plans, Specifications and Estimates
- Phase III:** Construction Bid Support (N/A)
- Phase IV:** Construction Support (N/A)

# FEE PROPOSAL WORKSHEET

COMPANY: URS Corporation		SCOPE OF WORK Project Summary		DATE: 3/7/2013	REV:
PROJECT: Clinton Keith Road Widening: Arya Drive to Copper Craft Drive				MILESTONE/PHASE/PROJECT SUMMARY: All Phases	

DIRECT LABOR					
PERSONNEL	FUNCTION	HOURS	@	RATE	AMOUNT
Jeff Mills	Project Manager	192	@	\$80.56	\$15,467.52
	Environ Manager			\$65.00	
	Sr. PE	288	@	\$60.00	\$17,280.00
	Env. Lead			\$50.00	
	Project Engineer/Permitting Task Mgr.	566	@	\$45.00	\$25,470.00
	Sr. Biologist/Biologist	304	@	\$40.00	\$12,160.00
	Engineer	1,098	@	\$35.00	\$38,430.00
	CADD Tech/GIS/Graduate Biologist	842	@	\$30.00	\$25,260.00
	Project Administrator/Clerical	82	@	\$30.00	\$2,460.00
TOTAL HOURS		3,372			TOTAL DIRECT LABOR
					\$136,528

MULTIPLIERS		
ESCALATION @	5.00% (Rate)	
OVERHEAD @	123.85% (of Total Direct Labor + Escalation)	\$169,093.84
PAYROLL ADDITIVES @	44.29% (of Total Direct Labor + Escalation)	\$60,473.64
TOTAL MULTIPLIERS		\$229,567

OTHER DIRECT EXPENSES    *** Billed at Actual Cost ***					
ITEM	QUANTITY	UNIT	@	UNIT COST	AMOUNT
Mileage	18,520	Mile	@	\$0.565	\$10,463.80
Reproduction	1	Lump Sum	@	\$15,000.00	\$15,000.00
Overnight Mail and Courier	1	Lump Sum	@	\$1,500.00	\$1,500.00
Drilling (Geotechnical)		Lump Sum			
Traffic Control (Geotechnical)		Lump Sum			
Data Analysis (Geotechnical)		Lump Sum			
Geotechnical Expenses		Lump Sum			
Environmental Expenses		Lump Sum		\$800.00	
Traffic Counts		Lump Sum			
TOTAL OTHER DIRECT EXPENSES					\$26,964

OUTSIDE SERVICES (w/o fee)				
COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
Psomas (Mapping and Survey)				
Psomas (Right of Way Engineering)			\$67,000.00	\$67,000.00
TOTAL OUTSIDE SERVICES				\$67,000

FEES		
OUTSIDE SERVICES ADMIN FEE	005.00% (of Total Outside Services & Outside Services Fees)	\$3,350.00
URS CORPORATION @	010.00% (of Total Direct Labor + Total Multipliers)	\$36,609.50
OUTSIDE SERVICES @	010.00% (of Total Labor + Total Multiplier for Outside Services)	
TOTAL FEES		\$39,959
TOTAL COST		\$500,018

# FEE PROPOSAL WORKSHEET

<b>COMPANY:</b> URS Corporation	<b>SCOPE OF WORK</b> Permitting	<b>DATE:</b> 3/7/2013	<b>REV:</b>
<b>PROJECT:</b> Clinton Keith Road Widening: Arya Drive to Copper Craft Drive		<b>MILESTONE/PHASE/PROJECT SUMMARY:</b> Phase I (Permitting)	

## DIRECT LABOR

PERSONNEL	FUNCTION	HOURS	@	RATE	AMOUNT
Jeff Mills	Project Manager	8	@	\$80.56	\$644.48
	Environ Manager			\$65.00	
	Sr. PE			\$60.00	
	Env. Lead			\$50.00	
	Project Engineer/Permitting Task Mgr	104	@	\$45.00	\$4,680.00
	Sr. Biologist/Biologist	304	@	\$40.00	\$12,160.00
	Engineer			\$35.00	
	CADD Tech/GIS/Graduate Biologist	198	@	\$30.00	\$5,940.00
	Project Administrator/Clerical	24		\$30.00	
<b>TOTAL HOURS</b>		<b>638</b>		<b>TOTAL DIRECT LABOR</b>	<b>\$23,424</b>

## MULTIPLIERS

ESCALATION @	(Rate)		
OVERHEAD @	123.85% (of Total Direct Labor + Escalation)		\$29,011.99
PAYROLL ADDITIVES @	44.29% (of Total Direct Labor + Escalation)		\$10,375.66
<b>TOTAL MULTIPLIERS</b>			<b>\$39,388</b>

## OTHER DIRECT EXPENSES \*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	@	UNIT COST	AMOUNT
Mileage	18000	Mile	@	\$0.565	\$10,170.00
Reproduction	1	Lump Sum	@	\$12,000.00	\$12,000.00
Overnight Mail and Courier	1	Lump Sum	@	\$1,200.00	\$1,200.00
Drilling (Geotechnical)		Lump Sum			
Traffic Control (Geotechnical)		Lump Sum			
Data Analysis (Geotechnical)		Lump Sum			
Geotechnical Expenses		Lump Sum			
Environmental Expenses		Lump Sum		\$800.00	
Traffic Counts		Lump Sum			
<b>TOTAL OTHER DIRECT EXPENSES</b>					<b>\$23,370</b>

## OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
Psomas (Mapping and Survey)				
Psomas (Right of Way Engineering)				
<b>TOTAL OUTSIDE SERVICES</b>				

## FEES

OUTSIDE SERVICES ADMIN FEE	5.00% (of Total Outside Services & Outside Services Fees)		
URS CORPORATION @	10.00% (of Total Direct Labor + Total Multipliers)		\$6,281.21
OUTSIDE SERVICES @	10.00% (of Total Labor + Total Multiplier for Outside Services)		
<b>TOTAL FEES</b>			<b>\$6,281</b>
<b>TOTAL COST</b>			<b>\$92,463</b>

# FEE PROPOSAL WORKSHEET

<b>COMPANY:</b> URS Corporation	<b>SCOPE OF WORK</b> Plans, Specifications and Estimates	<b>DATE:</b> 3/7/2013	<b>REV:</b>
<b>PROJECT:</b> Clinton Keith Road Widening: Arya Drive to Copper Craft Drive		<b>MILESTONE/PHASE/PROJECT SUMMARY:</b> Phase II	

### DIRECT LABOR

PERSONNEL	FUNCTION	HOURS	@	RATE	AMOUNT
Jeff Mills	Project Manager	184	@	\$80.56	\$14,823.04
	Environ Manager			\$65.00	
	Sr. PE	288	@	\$60.00	\$17,280.00
	Env. Lead			\$50.00	
	Project Engineer/Permitting Task Mgr	462	@	\$45.00	\$20,790.00
	Sr. Biologist/Biologist			\$40.00	
	Engineer	1,098	@	\$35.00	\$38,430.00
	CADD Tech/GIS/Graduate Biologist	644		\$30.00	\$19,320.00
	Project Administrator/Clerical	58		\$30.00	\$1,740.00
<b>TOTAL HOURS</b>		<b>2,734</b>			
				<b>TOTAL DIRECT LABOR</b>	<b>\$112,383</b>

### MULTIPLIERS

<b>ESCALATION @</b>	(Rate)	
<b>OVERHEAD @</b>	123.85% (of Total Direct Labor + Escalation)	\$139,190.10
<b>PAYROLL ADDITIVES @</b>	44.29% (of Total Direct Labor + Escalation)	\$49,779.06
<b>TOTAL MULTIPLIERS</b>		<b>\$188,969</b>

### OTHER DIRECT EXPENSES \*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	@	UNIT COST	AMOUNT
Mileage	520	Mile	@	\$0.565	\$293.80
Reproduction	1	Lump Sum	@	\$3,000.00	\$3,000.00
Overnight Mail and Courier	1	Lump Sum	@	\$300.00	\$300.00
Drilling (Geotechnical)		Lump Sum			
Traffic Control (Geotechnical)		Lump Sum			
Data Analysis (Geotechnical)		Lump Sum			
Geotechnical Expenses		Lump Sum			
Environmental Expenses		Lump Sum			
Traffic Counts		Lump Sum			
<b>TOTAL OTHER DIRECT EXPENSES</b>					<b>\$3,594</b>

### OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
Psomas (Mapping and Survey)				
Psomas (Right of Way Engineering)			\$67,000.00	\$67,000.00
<b>TOTAL OUTSIDE SERVICES</b>				<b>\$67,000</b>

### FEES

<b>OUTSIDE SERVICES ADMIN FEE</b>	5.00% (of Total Outside Services & Outside Services Fees)	\$3,350.00
<b>URS CORPORATION @</b>	10.00% (of Total Direct Labor + Total Multipliers)	\$30,135.22
<b>OUTSIDE SERVICES @</b>	10.00% (of Total Labor + Total Multiplier for Outside Services)	
<b>TOTAL FEES</b>		<b>\$33,485</b>
<b>TOTAL COST</b>		<b>\$405,431</b>

**EXHIBIT "C"**  
**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 anytime 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 Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of 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 Acord, 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, effecting 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 coverages 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 coverages 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.

**CONSULTANT SERVICES AGREEMENT**

**Palomar Street Widening Project (Mission Trail to Jefferson)**

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF WILDOMAR, CALIFORNIA  
AND**

**URS Corporation**

**for**

**Palomar Street Widening Project (Mission Trail to Jefferson)**

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This Agreement for Consultant Services ("Agreement") is entered into as of this 13<sup>th</sup> day of March 2013 by and between the City of Wildomar, a California general law city ("City") and URS, 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. 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.

B. 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 Exhibit "A" "Scope of Services" shall be completed pursuant to the schedule specified in Exhibit "A." 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 Exhibit "A" "Scope of Services" 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 Exhibit "A" "Scope of Services," 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.**

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed \$801,659 unless additional compensation is approved in writing by the City Council or City Manager.

(b) 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.

(c) 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.

(d) 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.**

(a) 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.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of 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.**

(a) 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.

(b) 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.

(c) 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**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

#### **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.**

(a) 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.

(b) 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.

(c) 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.**

(a) 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.

(b) 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.

(c) 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 attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) 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.**

(a) 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.

(b) 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 attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by 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.

(c) 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.

(d) 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.

(e) 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 Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. 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.**

(a) 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.

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

(c) 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.

(d) 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: URS Corporation  
2020 East 1<sup>st</sup> Street #400  
Santa Ana, CA 92705

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" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between 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.

**ATTEST:**

**CITY OF WILDOMAR**

\_\_\_\_\_  
Debbie E. Lee  
City Clerk

By: \_\_\_\_\_  
Gary Nordquist, City Manager

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Thomas D. Jex  
City Attorney

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**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 RIVERSIDE

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<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 _____	
_____	
<b>SIGNER IS REPRESENTING:</b>	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE
_____	
_____	



1 **EXHIBIT A**

2 **Scope of Services**

3 **ARTICLE AI • INTRODUCTION**

4 **A. PROJECT DESCRIPTION**

5 This project proposes improvements to widen Palomar Street from (2) two lanes to (4) four lanes for  
6 approximately three and a half miles in the City of Wildomar from Mission Trail to Jefferson. In addition,  
7 Palomar Street will be realigned from Starbuck Circle to Jefferson. Palomar Street is a key arterial in the City  
8 of Wildomar. This project will improve a parallel route to the I-15 and indirectly will connect to I-15 via Clinton  
9 Keith Road, Central Street/Baxter Road and Bundy Canyon Road.

10 The scope of this project will provide the ultimate four (4) lane facility. This four lane facility is classified as an  
11 Urban Arterial in the CITY's General Plan.

12 **B. LOCATION**

13 This PROJECT is located on Palomar Street in the City of Wildomar from Mission Trail to Jefferson.

14 **C. COORDINATION**

15 ENGINEER shall coordinate with other involved agencies for compatible design.

16 Milestone PROJECT design reviews will be performed for the specific products and deliverables listed herein.

17 The CITY PROJECT MANAGER will coordinate these reviews.

18 **D. PHASES**

19 The services performed by ENGINEER will be accomplished in four Phases:

20 Phase IB • Updated Environmental

Phase III • Permitting

21 Phase II • Final Design (Plans, Specifications & Estimate)

22 **E. STANDARDS**

23 The updated environmental document, final plans specifications and estimate and permit applications shall be  
24 prepared in accordance with County of Riverside (COUNTY) regulations, policies, procedures, manuals and  
25 standards and State Department of Transportation (CALTRANS) latest standards, where applicable. All  
26 documents shall be prepared using English standards and dimensions.

27 1. Environmental

28 The state requirements for environmental analysis and impact assessment procedures were followed and the

1 content of the environmental surveys, environmental technical reports, and environmental documents are set  
2 forth in the California Environmental Quality Act (CEQA) and other applicable state and COUNTY regulations  
3 and guidelines. Additional environmental studies shall follow the same standards and procedures.

4 2. Survey

5 This task was completed under contract with the COUNTY.

6 3. PS&E

7 Plans and specifications shall be prepared in conformance with current COUNTY Road Improvement  
8 Standards and County Policies and Guidelines for Submittal of Plans, Specifications and Estimates. As part  
9 of the work involved in the preparation of the plans, specifications and estimate, the ENGINEER shall prepare  
10 and furnish to CITY special provisions for items of work included in the plans, which are not covered in the  
11 Standard Specifications produced by CALTRANS.

12 Roadway plans shall be prepared electronically in Microstation software. Special Provisions shall be prepared  
13 using Microsoft Word conforming to CALTRANS format and content.

14 The final design drawings were completed to an approximate fifty percent (50%) completion level under  
15 contract with the COUNTY. Certain sheets are greater than 50% complete, while others are less than 50%  
16 complete and in some cases, certain sheets have not been initiated. The partially complete plan sheets are  
17 based upon a revised roadway profile approximately between Central Street and Refa Street. These sheets,  
18 and all other plans sheets within this segment of the project will need to be revised to be consistent with the  
19 current environmental document. The profile of the project within this segment and the drainage and grading  
20 designs will be discussed with the City of Wildomar and Riverside County Flood Control and Water  
21 Conservation District staff to determine if revisions are needed and/or desirable, which would necessitate at  
22 least an Environmental Re-Evaluation and changes to the plans.

23 **ARTICLE AII • PROJECT ADMINISTRATION**

24 **A. PROJECT MANAGEMENT**

25 The ENGINEERING PROJECT MANAGER will maintain ongoing liaison with the CITY PROJECT MANAGER  
26 to promote effective coordination during the course of project development.

27 Engineer will hold a kick-off meeting with the CITY to restart the project and to confirm the project scope,  
28 establish the lines of communications, and establish a schedule for project coordination meetings and

1 technical reviews. Team meetings will be held as needed to review progress of the project development and  
2 any issues and concerns.

3 **B. BUDGETING**

4 The ENGINEER has prepared budgets for major tasks and milestones for the PROJECT. Such budgets will  
5 be entered in to the ENGINEER's Management Information System along with actual costs incurred and used  
6 as a basis for cost monitoring and control.

7 **C. COST ACCOUNTING**

8 The ENGINEER will prepare monthly reports of expenditures for the PROJECT by major tasks and  
9 milestones. Expenditures include direct labor costs, other direct costs and subconsultant costs. These  
10 reports will be included as supporting data for invoices presented to the CITY on a monthly basis.

11 **D. SCHEDULING**

12 Within two (2) weeks from the Notice to Proceed (NTP), the ENGINEER will provide a detailed project  
13 schedule; which indicates milestones, major activities and deliverables; to the CITY for review and comments.  
14 This schedule will reflect assumed review times necessary by the CITY. Review of the schedule will occur  
15 and adjustments will be made, if necessary, due to changing circumstances.

16 **E. PROGRESS REPORTING**

17 Progress reports shall be prepared on a monthly basis and delivered along with monthly invoices

18 **F. QUALITY CONTROL PLAN**

19 The Quality Control Plan previously established for the project will continue to be implemented and utilized. A  
20 new or updated Quality Control Plan will not be required.

21 **ARTICLE AIII • PRELIMINARY ENGINEERING & ENVIRONMENTAL SERVICES**

22 **A. RESEARCH AND DATA GATHERING**

23 This task was completed under contract with the COUNTY.

24 **B. TRAFFIC ANALYSIS REPORT**

25 This task was completed under contract with the COUNTY.

26 **C. ENVIRONMENTAL**

27 The previously initiated Environmental Document for this project was Initial Study leading to a Mitigated  
28 Negative Declaration. The environmental work was not completed due to the addition of the Central Street

1 and Refa Street Storm Drain. Previously completed tasks included the following:

2 1. Initial Study (CEQA Environmental Checklist) / Notice of Preparation

3 2. Preparation of the following technical studies:

- |  |                                      |
|--|--------------------------------------|
| 4 • Noise Impact Assessment                  | • Air Quality Assessment             |
| 5 • Phase I Cultural Resources Survey Report | • Water Quality/Resources Assessment |
| 6 • Biology/MSHCP Consistency Report         | • Haz. Waste Initial Site Assessment |
| 7 • Jurisdictional Delineation               |                                      |

8 3. Preparation of the Draft Mitigated Negative Declaration.

9 The following tasks will be conducted:

10 1. Jurisdictional Delineation

11 2. Preparation of Final Environmental Document

12 3. Distribution of the Final Environmental Document (CITY will provide processing support).

13 **D. WATER QUALITY MANAGEMENT PLAN**

14 Due to changes to the MS4 permits, a new WQMP may be necessary.

15 ENGINEER will perform required data collection and site research including a site reconnaissance, project  
16 contacts, scheduling, site description, long-term BMP operations and maintenance responsibility and funding  
17 mechanisms, regional regulatory conditions and probable pollutants of concern. A checklist will be provided  
18 to the CITY detailing the data and information necessary for the WQMP document.

19 ENGINEER will provide the CITY a WQMP in accordance with the requirements as stated in the MS4 permit.

20 The WQMP will include contact information, Best Management Practices (BMPs) implementation and WQMP  
21 manual required plans. The BMPs will be coordinated with the CITY to ensure that the BMPs are compatible  
22 with the project design and maintenance requirements. A draft and final WQMP will be submitted.

23 **E. HYDROLOGY AND HYDRAULIC**

24 This task was completed under contract with the COUNTY.

25 **F. SURVEY**

26 This task was completed under contract with the COUNTY.

27 **G. RIGHT OF WAY ENGINEERING**

28 1. Right of Way Surveys

1 Right of Way limits will be established for Palomar Street using record survey data. This will include:

- 2 • Recover record centerline monuments for Palomar Street and closest monuments easterly and westerly
- 3 for intersecting roadways. All found monuments will be tied to survey control.
- 4 • Review record mapping and calculate record limits.
- 5 • Prepare Right of Way base map file with fully dimensioned property limits.

6 2. Legal Descriptions

7 Provide support to the CITY for acquisition of additional right of way to widen Palomar Street. One hundred

8 and twelve (112) parcels have been identified that may be impacted by this project. The work includes:

- 9 • Prepare one hundred and twelve (112) legal descriptions and exhibits to support permanent acquisitions
- 10 and/or temporary construction easements.

11 CITY shall perform right of way appraisals, acquisitions, negotiations, agreements and relocations, as

12 required.

13 **H. GEOTECHNICAL INVESTIGATION**

14 This task was completed under contract with the COUNTY.

15 **I. UTILITY COORDINATION**

16 ENGINEER shall coordinate with utility owners and CITY staff with respect to all utility related matters.

17 ENGINEER shall provide copies of all correspondence with utility companies and other utility related

18 information to the CITY. Correspondence, as described herein, shall be prepared by ENGINEER for either

19 ENGINEER or CITY signature, as appropriate, and as directed by CITY PROJECT MANAGER.

20 ENGINEER shall coordinate with CITY staff to obtain record copies of utility maps from each utility owner

21 within the project limits for existing and/or proposed utility facilities. ENGINEER shall include mapping and/or

22 exhibits that clearly define the project limits as part of the requests for utility information.

23 ENGINEER shall identify utility companies affected by the project and delineate utilities within the project's

24 sphere of influence on the plans. ENGINEER shall prepare existing utility plans, which shall include all

25 existing utilities (above ground and below ground) identified by location, size, type, and owner, as appropriate.

26 ENGINEER shall check horizontal and vertical clearances for utilities and coordinate design with the various

27 utility companies to address conflicts.

28 If it is necessary to pothole existing utilities at critical locations, ENGINEER shall coordinate with CITY staff to

1 arrange with the respective utility owner to pothole its facility (at utility owner or CITY cost).

2 Known utility conflicts shall be shown on the plans with construction notes indicating action to be taken and by  
3 whom.

4 ENGINEER shall send preliminary design plans, through CITY staff, to owning utility companies within the  
5 project limits with request for review and comments on the plans relevant to their respective facilities, and  
6 other project specific information.

7 ENGINEER shall monitor responses of utility notices received and make recommendations for mitigating  
8 conflicts. ENGINEER shall provide responses to utility companies with regard to stated concerns and  
9 conduct design coordination meetings with utility companies as needed. Unresolved issues shall be brought  
10 to the attention of the CITY PROJECT MANAGER as early as practical. Utility conflict issues shall be  
11 resolved prior to the completion of the final design plans as follows:

- 12 • ENGINEER, through CITY staff, shall request and obtain a written acknowledgement of any conflicts from the  
13 respective utility owners.
- 14 • Reasonable efforts shall be taken to accommodate utility company requests for minor design changes to  
15 accommodate their facilities. ENGINEER understands that the utility companies are generally operating  
16 within the CITY right of way, but may have prior rights to that of the CITY in some cases.
- 17 • ENGINEER shall coordinate inclusion of special provisions in CITY's bid documents for adjustments and  
18 relocations of utility facilities as alternate bid items, if requested by the owning utility. Said work may require  
19 that cooperative agreements be prepared by CITY between the City of Wildomar and the owning utility  
20 companies.

21 ENGINEER shall conduct utility coordination meetings, as needed, regarding adjustments and relocations, to  
22 resolve conflict issues, and with respect to performing work for utility companies by CITY contractors.

23 For utility conflicts that require relocating, CITY staff will submit the official notice / order to the utility  
24 companies to relocate conflicting facilities.

25 ENGINEER shall make recommendations for special provision language with regard to utility issues,  
26 recommendations for construction windows of time for utility relocation activities, recommendations for  
27 inclusion of utility bid items, etc.

28 If new electrical service will be needed, ENGINEER shall provide support as directed by CITY. Such support

1 includes, but is not limited to, the following responsibilities:

- 2 • Obtain approved electrical service point from the serving electric company for each service equipment  
3 enclosure to be installed, and identify requirements that the serving electric company has for the provision of  
4 service. Fulfill serving electric company requirements as appropriate, and advise CITY of requirements that  
5 are beyond the scope of the consultant (e.g. applications for service).

6 Submit plans indicating proposed service connection locations to serving electric company for approval  
7 (service equipment enclosure, conduit runs, riser quadrant, pole number, and connections to vaults, as  
8 appropriate).

9 **J. PRELIMINARY ENGINEERING**

10 This task was completed under contract with the COUNTY.

11 **ARTICLE AV • FINAL DESIGN ENGINEERING SERVICES**

12 The ENGINEER shall perform the final design and prepare roadway plans, specifications, and cost estimate.

13 The ENGINEER will provide all the necessary Final PS&E documents in a bid-ready form.

14 **A. REPORTS AND DRAWINGS**

15 The title sheet for specifications and each sheet of plans shall bear the professional seal, certification  
16 numbers, registration classification, expiration date of the certificate, and signature of the professional  
17 engineer responsible for their preparation. The following is a detailed listing of drawings that are anticipated  
18 to be required as part of the roadway PS&E:

19 BASIC ROADWAY PLANS (90 sheets)

- 20 • Title sheet and location map and construction notes (1 sheet)
- |  |  |
|--|--|
| 21 • Typical Sections (2 sheets)                       | • Plan & Profiles (22 sheets)            |
| 22 • Superelevation at realignment (1 sheet)           | • Intersection Details (12 sheets)       |
| 23 • Construction Details (2 sheets)                   | • BMP Details (3 sheets)                 |
| 24 • Grading & Drainage Plan (11 sheets)               | • Drainage profiles & Details (4 sheets) |
| 25 • Signing & Striping (12 sheets)                    | • Signal & Lighting (11 sheets)          |
| 26 • Construction Area Signs (1 sheet)                 |  |
| 27 • Stage Construction and Traffic Control (8 sheets) |  |

28 1. Typical Cross Sections

1 Typical cross sections for the main road, including earthwork slopes.

## 2 2. Plans and Profiles

3 The final geometric design consists of the development of the horizontal and vertical geometry for the main  
4 road. Plans shall be prepared at 1"=40' scale and shall also show the following:

- 5 • Aerial mapping
- 6 • Roadway alignments, edge lines, curve data and all dimensions
- 7 • Proposed roadway improvements
- 8 • Right of way and easements
- 9 • Existing utilities

10 Profiles shall be prepared at 1"=40'H, 1"=4'V for the main road, and show reference lines, gradients, and  
11 existing ground line

## 12 3. Construction Details

13 Intersection construction details shall be prepared at 1"=20' and shall show details for 12 intersections and  
14 typical details of driveway approaches, curb and pavement transitions.

## 15 4. Grading and Drainage Plans

16 Plans shall be prepared at 1"=40' scale with two layout strips per plan and shall show the following:

- 17 • Grading limits
- 18 • Ditches and berms
- 19 • Watercourses and existing culverts
- 20 • Proposed drainage improvements
- 21 • Erosion control

## 22 5. Drainage Profiles

23 Profiles shall be prepared at 1"=10'H, 1"=2'V scale and show existing ground and culvert, and proposed  
24 improvement.

## 25 6. BMP Details

26 Based on the WQMP recommendations, BMP details may be required. The level of effort will be limited to  
27 catch basin inserts, bio-filtration swales and bio-filtration strips. No BMP basins are anticipated.

## 28 7. Signing and Striping

1 Plans shall be prepared at 1"=40' scale with two layout strips per plan and shall show the existing and  
2 proposed signage and striping.

### 3 8. Signal and Lighting

4 Existing signals at the Gruwell Street, Central Street and Clinton Keith Road intersections will require  
5 reconstruction or modifications. A new signal is proposed at the Starbucks Circle intersection. The signal  
6 plans shall be prepared at 1"=20' and shall show the following:

- 7 • Proposed intersection striping
- 8 • Existing and proposed signal detector loops and electrical wiring
- 9 • Existing and proposed signal poles and pull boxes
- 10 • Conductor and conduit schedule and phase diagram

11 Existing street lighting near Pasadena Street, Catt Road and Bayberry Road will require relocation. The  
12 lighting plans shall be prepared at 1"=40' and shall show the following:

- 13 • Existing and proposed lighting and electrical wiring
- 14 • Electrical diagram

### 15 9. Stage Construction

16 Plans shall show conceptual staging on layouts and typical sections.

### 17 10. Construction Area Signs

18 Plans shall show project vicinity map with required construction signs and a table with sign descriptions.

## 19 **B. SPECIFICATIONS AND ESTIMATE**

20 Technical special provisions will be prepared for items not covered by CALTRANS Standard Specifications.

21 The roadway construction cost estimate will be prepared using the latest available CALTRANS cost data and  
22 cost data from recent construction bids in the area.

## 23 **C. INTERMEDIATE REVIEWS**

24 Roadway designs will be submitted for review to the CITY at the draft and final completion stages.  
25 ENGINEER shall submit three (3) sets of the plans (11"X17" size), special provisions and construction cost  
26 estimate at each submittal stage.

## 27 **D. QUALITY CONTROL**

28 The Plans, Specifications and Estimate will be subject to quality control reviews before submittal.

1 **E. CROSS SECTIONS**

2 Roadway cross sections (26 sheets) for the main road shall be prepared at 50' intervals for earthwork  
3 purposes. These sections shall show the following:

- 4 • The location where the section is taken.
- 5 • Offsets and elevations of all edges and break points for the pavement surface.
- 6 • Side slopes, berms, sidewalks and ditches.

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Palomar Street Milestone Schedule

<b>Activity</b>	<b>Duration</b>	<b>Start/Finish</b>
<b>Environmental Completion</b>	<b>3 months</b>	<b>April 1, 2013 – June 30, 2013</b>
<b>Draft PS&amp;E (URS)</b>	<b>6 months</b>	<b>April 1, 2013 – September 30, 2013</b>
<b>Review (City)</b>	<b>1 month</b>	<b>October 1, 2013 – October 31, 2013</b>
<b>Pre-Final PS&amp;E (URS)</b>	<b>4 months</b>	<b>November 1, 2013 – February 28, 2014</b>
<b>Review (City)</b>	<b>1 month</b>	<b>March 1, 2014 – March 31, 2014</b>
<b>Final PS&amp;E (URS)</b>	<b>2 months</b>	<b>April 1, 2014 – May 31, 2014</b>

\*Permit processing and right of way acquisition will likely control the overall schedule and start date for construction.

**PALOMAR STREET WIDENING: MISSION TRAIL TO WASHINGTON AVENUE**

**FEE PROPOSAL SUMMARY**

	PHASE IA	PHASE IB	PHASE II	PHASE III	PHASE IV		TOTALS
URS Corporation		\$27,357	\$441,194	\$119,108			\$587,659
Psomas			\$214,000				\$214,000
<b>TOTALS</b>		\$27,357	\$655,194	\$119,108			\$801,659

- Phase IA:** Preliminary Engineering
- Phase IB:** Environmental Studies
- Phase II:** Plans, Specifications and Estimates
- Phase III:** Permitting
- Phase IV:** Construction Support (N/A)

# FEE PROPOSAL WORKSHEET

<b>COMPANY:</b> URS Corporation	<b>SCOPE OF WORK</b> Project Summary	<b>DATE:</b> 3/7/2013	<b>REV:</b>
<b>PROJECT:</b> Palomar Street Widening: Mission Trail to Washington Avenue		<b>MILESTONE/PHASE/PROJECT SUMMARY:</b> All Phases	

## DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT	
Madlen Benjamin	Project Manager	558	@	\$80.76	\$45,064.08	
	Environmental Manager	54	@	\$65.00	\$3,510.00	
	Sr. Project Engineer			\$65.00		
	Project Engineer/Senior Planner	668	@	\$50.00	\$33,400.00	
	Planner	32	@	\$30.00	\$960.00	
	Engineer/Project Planner	1,976	@	\$40.00	\$79,040.00	
	CADD Tech/GIS	126	@	\$28.00	\$3,528.00	
	Env. Field Tech/Graduate Biologist	196	@	\$30.00	\$5,880.00	
	Clerical	224	@	\$22.00	\$4,928.00	
	Technical Editor	12	@	\$30.00	\$360.00	
	Environmental Assistant	44	@	\$20.00	\$880.00	
	Admin Assistant/Clerical	28	@	\$30.00	\$840.00	
	<b>TOTAL HOURS</b>		<b>3,918</b>		<b>TOTAL DIRECT LABOR</b>	<b>\$178,390</b>

## MULTIPLIERS

ESCALATION @	5.00% (Rate)	\$8,470.00
OVERHEAD @	123.85% (of Total Direct Labor + Escalation)	\$231,432.38
PAYROLL ADDITIVES @	44.29% (of Total Direct Labor + Escalation)	\$82,767.99
<b>TOTAL MULTIPLIERS</b>		<b>\$322,670</b>

## OTHER DIRECT EXPENSES

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage	18,500	Mile	@	\$0.565	\$10,452.50
Reproduction	1	Lump Sum	@	\$13,800.00	\$13,800.00
Overnight Mail and Courier	1	Lump Sum	@	\$1,540.00	\$1,540.00
Drilling (Geotechnical)	1	Lump Sum			
Traffic Control (Geotechnical)	1	Lump Sum			
Data Analysis (Geotechnical)	1	Lump Sum			
Geotechnical Expenses	1	Lump Sum			
Environmental Expenses	1	Lump Sum	@	\$2,000.00	\$2,000.00
Traffic Counts	1	Lump Sum			
<b>TOTAL OTHER DIRECT EXPENSES</b>					<b>\$27,793</b>

## OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
Psomas (Mapping and Survey)				
Psomas (Right of Way Engineering)			\$214,000.00	\$214,000.00
<b>TOTAL OUTSIDE SERVICES</b>				<b>\$214,000</b>

## FEES

OUTSIDE SERVICES ADMIN FEE	005.00% (of Total Outside Services & Outside Services Fees)	\$10,700.00
URS CORPORATION @	010.00% (of Total Direct Labor + Total Multipliers)	\$50,106.05
OUTSIDE SERVICES @	010.00% (of Total Labor + Total Multiplier for Outside Services)	
<b>TOTAL FEES</b>		<b>\$60,806</b>
<b>TOTAL COST</b>		<b>\$803,659</b>

# FEE PROPOSAL WORKSHEET

<b>COMPANY:</b> URS Corporation	<b>SCOPE OF WORK</b> Environmental Studies	<b>DATE:</b> 3/7/2013	<b>REV:</b>
<b>PROJECT:</b> Palomar Street Widening: Mission Trail to Washington Avenue		<b>MILESTONE/PHASE/PROJECT SUMMARY:</b> Phase IB (Environmental)	

## DIRECT LABOR

PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT
Madlen Benjamin	Project Manager		\$80.76	
	Environmental Manager	54	@ \$65.00	\$3,510.00
	Sr. Project Engineer		\$65.00	
	Project Engineer/Senior Planner	36	@ \$50.00	\$1,800.00
	Planner	32	@ \$30.00	\$960.00
	Engineer/Project Planner	16	@ \$40.00	\$640.00
	CADD Tech/GIS		\$28.00	
	Env. Field Tech/Graduate Biologist		\$30.00	
	Clerical		\$22.00	
	Technical Editor	12	@ \$30.00	\$360.00
	Environmental Assistant	44	@ \$20.00	\$880.00
	Admin Assistant/Clerical	28	@ \$30.00	\$840.00
	<b>TOTAL HOURS</b>		<b>222</b>	<b>TOTAL DIRECT LABOR</b> <span style="float: right;"><b>\$8,990</b></span>

## MULTIPLIERS

ESCALATION @	(Rate)	
OVERHEAD @	123.85% (of Total Direct Labor + Escalation)	\$11,134.41
PAYROLL ADDITIVES @	44.29% (of Total Direct Labor + Escalation)	\$3,982.04
<b>TOTAL MULTIPLIERS</b>		<b>\$15,116</b>

## OTHER DIRECT EXPENSES \*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Mile	\$0.565	
Reproduction	1	Lump Sum @	\$800.00	\$800.00
Overnight Mail and Courier	1	Lump Sum @	\$40.00	\$40.00
Drilling (Geotechnical)		Lump Sum		
Traffic Control (Geotechnical)		Lump Sum		
Data Analysis (Geotechnical)		Lump Sum		
Geotechnical Expenses		Lump Sum		
Environmental Expenses		Lump Sum	\$2,000.00	
Traffic Counts		Lump Sum		
<b>TOTAL OTHER DIRECT EXPENSES</b>				<b>\$840</b>

## OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
Psomas (Mapping and Survey)				
Psomas (Right of Way Engineering)				
<b>TOTAL OUTSIDE SERVICES</b>				

## FEES

OUTSIDE SERVICES ADMIN FEE	5.00% (of Total Outside Services & Outside Services Fees)	
URS CORPORATION @	10.00% (of Total Direct Labor + Total Multipliers)	\$2,410.65
OUTSIDE SERVICES @	10.00% (of Total Labor + Total Multiplier for Outside Services)	
<b>TOTAL FEES</b>		<b>\$2,411</b>
<b>TOTAL COST</b>		<b>\$27,357</b>

# FEE PROPOSAL WORKSHEET

<b>COMPANY:</b> URS Corporation	<b>SCOPE OF WORK</b> Plans, Specifications and Estimates	<b>DATE:</b> 3/7/2013	<b>REV:</b>
<b>PROJECT:</b> Palomar Street Widening: Mission Trail to Washington Avenue		<b>MILESTONE/PHASE/PROJECT SUMMARY:</b> Phase II	

## DIRECT LABOR

PERSONNEL	FUNCTION	HOURS	@	RATE	AMOUNT
Madlen Benjamin	Project Manager	558	@	\$80.76	\$45,064.08
	Environmental Manager			\$65.00	
	Sr. Project Engineer			\$65.00	
	Project Engineer/Senior Planner	504	@	\$50.00	\$25,200.00
	Planner			\$30.00	
	Engineer/Project Planner	1,600	@	\$40.00	\$64,000.00
	CADD Tech/GIS			\$28.00	
	Env. Field Tech/Graduate Biologist			\$30.00	
	Clerical	192	@	\$22.00	\$4,224.00
	Technical Editor			\$30.00	
Environmental Assistant			\$20.00		
Admin Assistant/Clerical			\$30.00		
<b>TOTAL HOURS</b>		<b>2,854</b>		<b>TOTAL DIRECT LABOR</b>	<b>\$138,488</b>

## MULTIPLIERS

ESCALATION @	5.00% (Rate)	\$6,924.40
OVERHEAD @	123.85% (of Total Direct Labor + Escalation)	\$180,098.16
PAYROLL ADDITIVES @	44.29% (of Total Direct Labor + Escalation)	\$64,409.15
<b>TOTAL MULTIPLIERS</b>		<b>\$251,432</b>

## OTHER DIRECT EXPENSES \*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	@	UNIT COST	AMOUNT
Mileage	500	Mile	@	\$0.565	\$282.50
Reproduction	1	Lump Sum	@	\$1,000.00	\$1,000.00
Overnight Mail and Courier	1	Lump Sum	@	\$300.00	\$300.00
Drilling (Geotechnical)		Lump Sum			
Traffic Control (Geotechnical)		Lump Sum			
Data Analysis (Geotechnical)		Lump Sum			
Geotechnical Expenses		Lump Sum			
Environmental Expenses		Lump Sum			
Traffic Counts		Lump Sum			
<b>TOTAL OTHER DIRECT EXPENSES</b>					<b>\$1,583</b>

## OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
Psomas (Mapping and Survey)				
Psomas (Right of Way Engineering)			\$214,000.00	\$214,000.00
<b>TOTAL OUTSIDE SERVICES</b>				<b>\$214,000</b>

## FEES

OUTSIDE SERVICES ADMIN FEE	5.00% (of Total Outside Services & Outside Services Fees)	\$10,700.00
URS CORPORATION @	10.00% (of Total Direct Labor + Total Multipliers)	\$38,991.98
OUTSIDE SERVICES @	10.00% (of Total Labor + Total Multiplier for Outside Services)	
<b>TOTAL FEES</b>		<b>\$49,692</b>
<b>TOTAL COST</b>		<b>\$655,194</b>

# FEE PROPOSAL WORKSHEET

<b>COMPANY:</b> URS Corporation	<b>SCOPE OF WORK</b> Permitting	<b>DATE:</b> 3/7/2013	<b>REV:</b>
<b>PROJECT:</b> Palomar Street Widening: Mission Trail to Washington Avenue		<b>MILESTONE/PHASE/PROJECT SUMMARY:</b> Phase III	

### DIRECT LABOR

PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT	
Madlen Benjamin	Project Manager		\$80.76		
	Environmental Manager		\$65.00		
	Sr. Project Engineer		\$65.00		
	Project Engineer/Senior Planner	128	@	\$50.00	\$6,400.00
	Planner			\$30.00	
	Engineer/Project Planner	360	@	\$40.00	\$14,400.00
	CADD Tech/GIS	126	@	\$28.00	\$3,528.00
	Env. Field Tech/Graduate Biologist	196	@	\$30.00	\$5,880.00
	Clerical	32	@	\$22.00	\$704.00
	Technical Editor			\$30.00	
Environmental Assistant			\$20.00		
Admin Assistant/Clerical			\$30.00		
<b>TOTAL HOURS</b>		<b>842</b>		<b>TOTAL DIRECT LABOR</b>	<b>\$30,912</b>

### MULTIPLIERS

ESCALATION @	5.00% (Rate)	\$1,545.60
OVERHEAD @	123.85% (of Total Direct Labor + Escalation)	\$40,199.81
PAYROLL ADDITIVES @	44.29% (of Total Direct Labor + Escalation)	\$14,376.80
<b>TOTAL MULTIPLIERS</b>		<b>\$56,122</b>

### OTHER DIRECT EXPENSES \*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage	18000	Mile @	\$0.565	\$10,170.00
Reproduction	1	Lump Sum @	\$12,000.00	\$12,000.00
Overnight Mail and Courier	1	Lump Sum @	\$1,200.00	\$1,200.00
Drilling (Geotechnical)		Lump Sum		
Traffic Control (Geotechnical)		Lump Sum		
Data Analysis (Geotechnical)		Lump Sum		
Geotechnical Expenses		Lump Sum		
Environmental Expenses		Lump Sum		
Traffic Counts		Lump Sum		
<b>TOTAL OTHER DIRECT EXPENSES</b>				<b>\$23,370</b>

### OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
Psomas (Mapping and Survey)				
Psomas (Right of Way Engineering)				
<b>TOTAL OUTSIDE SERVICES</b>				

### FEES

OUTSIDE SERVICES ADMIN FEE	5.00% (of Total Outside Services & Outside Services Fees)	\$8,703.42
URS CORPORATION @	10.00% (of Total Direct Labor + Total Multipliers)	\$8,703.42
OUTSIDE SERVICES @	10.00% (of Total Labor + Total Multiplier for Outside Services)	\$8,703.42
<b>TOTAL FEES</b>		<b>\$8,703</b>
<b>TOTAL COST</b>		<b>\$119,108</b>

## **EXHIBIT "C" 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 anytime 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 Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of 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 Acord, 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, effecting 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 coverages 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 coverages 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.

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.4**  
**GENERAL BUSINESS**  
**Meeting Date: March 13, 2013**

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**TO:** Mayor and City Council Members  
**FROM:** Tim D'Zmura, Public Works Director  
**SUBJECT:** Pavement Management Program Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council receive and file the report.

**BACKGROUND:**

The City has a roadway network consisting of approximately 119 centerline miles of pavement (and 3.4 miles of maintained, unpaved roadway). This street system is made up of approximately 17 centerline miles of arterial streets, 13 centerline miles of collector streets, and 89 centerline miles of residential streets. The City roadway network has an estimated replacement value of \$84 million.

The City now has a Pavement Management Program (PMP) which is a computerized data management tool used in prioritizing roadway and street repairs to best serve the community. Different maintenance projects consist of base repairs, slurry seals, overlays, and in the cases of severely deteriorated streets, roadway reconstructions. These conditions are measured by a Pavement Condition Index (PCI) between 0 and 100. The numerical ranges for PCI's correspond to: Very Good 70-100, Good 50-69, Poor 25-49, and Very Poor 0-24. Taken as a network, the average PCI in the City is 74. The average for cities in California is 66 (based on data collected in 2010) and best management practices recommend an average of low 80's.

It should be noted that the PMP does not generate PCIs for unpaved roads. Since the PMP goal is to preserve and maintain pavements, unpaved roads are not considered pavements and cannot be treated under typical preservation treatments.

Ultimately, the PMP assists City staff in developing cost-effective and strategic recommendations to Council on when, where, and what type of maintenance is needed for the City streets. This is implemented, in part, through a pro-active maintenance strategy where streets are maintained "before not after" there is major deterioration. Comparatively lower cost investments (i.e. slurry seals) which prevent a street from falling into major disrepair or needing costly reconstruction is known as "preventative

maintenance”. It is a proven strategy in raising the pavement quality of City streets and getting the most “bang for the buck” of limited financial resources.

Since the City’s incorporation in 2008 from Riverside County, a PMP had not been developed for the City. Riverside County had a PMP and used the StreetSaver software to manage their pavement. In Fall of 2012, staff was given direction to move forward with a PMP implementation and update. The completed work included the following: the purchase and implementation of the PMP StreetSaver software, field assessment and condition survey on City’s roadways, database updates, maintenance and rehabilitation strategies determined, and budgetary analyses performed.

This data on City streets will help City staff form recommendations for the most cost-effective strategies to preserve and to improve the street network. It will enable the City staff to identify which streets should have priority within the City’s existing funding resources.

## **DISCUSSION:**

***A majority of City streets are in GOOD condition.*** The PMP Report shows that on average approximately 70% of the City’s roadway network is in “Very Good” and 26% in the “Good” Condition.

***Financial considerations – balancing needs vs. limited funding.*** The City on average has invested approximately \$150k in transportation maintenance since 2009. Future investment shows the continuation of a \$150k per year allocation for roadway maintenance.

Based on the condition of the roads, the majority of the City’s streets will require preventative maintenance treatments (i.e. base repairs, slurry seals) beginning now and in the next several years to extend their life time. Although the cost for preventative maintenance is considerably low, a large number of the City’s network will fall into this treatment level. Therefore, in order to maintain the current PCI, the City would need to dedicate more funding into roadway maintenance treatments within the next 5 years. With an investment of \$150k per year, the City’s PCI will drop to 68 by 2017 and the deferred backlog would mount to \$9.8M. For comparison, a 2012 statewide survey was performed by collecting data from public agencies covering 98% of the local streets and roads in California. The report showed the average PCI was between 50-70 for the state (see attachment 1, Article from Western Cities Magazine).

The financial reality, however, is that the City does not have unlimited financial resources. And, the City simply does not have \$9.8 million over the next five years to devote entirely to transportation maintenance to keep street pavement at best management levels. The City receives approximately \$500,000 in Measure A annually. Within that the City pays for non capital project items such as operations and other Transportation needs.

Hard decisions on transportation maintenance priorities will have to be made to stretch the limited dollars the City has available for maintenance. Moreover, the challenge with these transportation revenues is that all of these funding sources are not strictly for maintenance activities. Therefore, it is a “balancing act” to find a cost-effective strategy that maximizes every dollar invested in maintenance against other transportation needs and within funding eligibility constraints.

Based on the PMP Report and recommendations, the following strategies are recommended:

1. Receive and file this report.
2. Update the PMP database annually including: completed projects on pavements, new and changed streets, maintenance and rehabilitation decision trees and associated unit costs, and treatment strategies (new technologies).
3. A successful PMP requires pavement be surveyed every 2-3 years for arterials/collectors and 3-4 years for residential streets. This requirement complies with State and Federal funding grants.
4. Continue to look for new funding opportunities and funding sources as the current annual allocated amount is not sufficient.

**FISCAL IMPACT:**

None at this time.

Submitted by:  
Tim D’Zmura  
Public Works Director

Approved by:  
Gary Nordquist  
City Manager

**ATTACHMENTS:**

1. Statewide Local Streets and Roads Assessment Article
2. Pavement Management Report

# New Report on Roads: Fix Problems Now or Pay More Later

BY JENNIFER WHITING



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Jennifer Whiting is a legislative representative for the League and can be reached at [jwhiting@cacities.org](mailto:jwhiting@cacities.org).

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California cities and counties own and operate 81 percent of the state's roads, and most Californians can attest to the fact that the condition of their local streets and roads system is becoming a crisis.

The *2012 California Statewide Local Streets and Roads Needs Assessment*, which will be released in March, provides solid evidence of just how serious the situation has become. It also makes clear that unless additional funding is secured, the state's streets and roads will continue to deteriorate to the point of failure, costing far more to replace in the future.

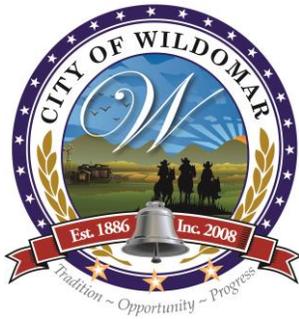
The study surveyed all 58 counties and 482 cities and covers an exceptional 98 percent of the local streets and roads system. It includes a first time in-depth study of bridge needs as well. The report shows that pavement conditions are deteriorating throughout California, and that while the costs are high for even the most basic repair and maintenance, the price tag for waiting is far higher, from both an economic and a public safety standpoint. Simply put: Pay now — or pay much more later.

The lack of additional investment will result in higher costs for all users of the transportation system. As potholes increase in number and grow deeper, school buses, emergency vehicles and bicyclists will find it more and more challenging to reach their destinations safely and reliably. If bridges fail or must be closed for safety reasons, communities will be affected by long detours and delays. Water quality standards will be compromised. The ability to meet greenhouse gas emissions reduction standards become increasingly difficult as expensive rehabilitation and reconstruction treatments are required.

Ignoring the needs of the local transportation network will only make matters worse. From the time we open our front door in the morning to drive to work, bike to school, walk to the bus station, travel to the grocery store or get to a highway or an airport, we are using the local streets and roads network. Without a reliable system, we cannot meet the goals of safe, sustainable and healthy communities.

#### **About the Report**

The *California Statewide Local Streets and Roads Needs Assessment* was made possible by contributions from city, county and regional agencies. Nichols Consulting Engineers, Chtd., completed and analyzed the report, which will be available in March at [www.SaveCaliforniaStreets.org](http://www.SaveCaliforniaStreets.org).



# **CITY OF WILDOMAR SUMMARY OF THE PAVEMENT MANAGEMENT PROGRAM REPORT MARCH 2013**

## **A. Background**

The purpose of a Pavement Management Program (PMP) is to establish and maintain a uniform definition and procedure for the application of various maintenance strategies to extend the overall expected life cycle of the City's transportation system in the most economical and efficient manner. In addition, it provides a multi-year work plan that can be implemented based on expected and/or desired needs and funding.

Since the City of Wildomar's incorporation in 2008 from Riverside County, a Pavement Management Program (PMP) had not been developed for the City. Riverside County had a PMP and used the StreetSaver software to manage their pavement. Under historical records, the County performed various levels of pavement inspections at varying frequency since 1997.

In the Fall of 2012, staff was given direction to move forward with a PMP implementation and update. The goals included the following:

1. Procure the latest online software of the existing PMP StreetSaver to provide computerized data management tool to assist City staff in making cost-effective decisions.
2. Perform field pavement assessments on City streets.
3. Update data (previously maintained by the County) to reflect maintenance treatments previously performed, add new streets, and correct any other data where applicable.
4. Develop a 5-year CIP Work Plan based on current and projected revenues to meet the maintenance needs recommended by the PMP program and maximizing the return from expenditures.

Using the same PMP software the County used, the data previously maintained by the County was migrated to the City's own PMP software StreetSaver 9.0 online version. This was a huge cost savings as street inventory data including historical records were available and accessible for the City of Wildomar.

## B. Pavement Network and Condition

The City of Wildomar is responsible for repairing and maintaining 122 centerline miles of roadway. Under this update, the City's pavement network reflects the following:

### Data received from the County since incorporation

- ✓ 445 Segments
- ✓ 100.8 Centerline miles (paved)
- ✓ 3.8 Centerline miles (unpaved)

### Updated as of February 2013

- ✓ 562 Segments - 26% increase
- ✓ 119 Centerline miles (paved) - 18% increase
- ✓ 3.4 Centerline miles (unpaved)

As part of the PMP implementation and update, the following was conducted:

1. Perform field pavement assessments on City streets.
2. Deletion of segments that were not within the City's limit.
3. Addition of street segments that were annexed or developed from 2003 to 2012.
4. Update maintenance treatments that were performed in 2009.
5. Changed functional classification (FC) of streets to reflect Caltrans California Road System (CRS) maps which show all functionally classified roads in the State of California.
6. Corrected street segments name, limits, lengths as assessed in the field.

The Pavement Condition Index (PCI) is a visual measurement of pavement grade or condition and ranges from 0 to 100. A newly constructed road would have a PCI of 100, while a failed road would have a PCI of 15 or less. **The City's network average PCI is 74.** This PCI is higher than the State's average PCI of 66 in year 2010 (data collected from 97% of the state's local streets). It should be noted that the PMP does not generate PCIs for unpaved roads, therefore, City's network average PCI will not include segments that are unpaved. Unpaved roads are not considered pavements therefore, the PMP can not generate a treatment strategy for preservation.

The City's PCI indicates that a good portion of the City's streets are in fair condition and are in ranges of receiving low cost maintenance treatments to extend the life of the pavements.

Table 1 provides a summary of the pavement network and its conditions by functional classes.

**Table 1. Pavement Network and Condition**

Functional Class	Centerline Miles	% of Network	Average PCI
<b>Arterial</b>	17.18	14.43%	76
<b>Collector</b>	10.49	8.81%	66
<b>Collector (Rural)</b>	2.45	2.06%	74
<b>Residential</b>	88.95	74.70%	75
<b>Total</b>	<b>119.08</b>	<b>100%</b>	<b>74</b>

The replacement value of the City’s streets network is approximately **\$84 million**.

Previous slurry seals and cape seals performed in 2009 and the addition of new roads constructed from 2003 to 2012 have kept residential streets on average in very good.

Table 2. provides pavement condition breakdowns by PCI ranges/category. Also see Attachment 1 *Map – Pavement Condition Category* found at the back of this report.

**Table 2. Pavement Condition Breakdown by Category**

Condition Category	PCI Range	Arterial (%)	Collector (%)	Residential (%)	Total Network (%)
<b>Very Good (I)</b>	70 - 100	11.2%	5.0%	53.1%	<b>69.4%</b>
<b>Good (II/III)</b>	50 - 69	4.3%	4.1%	18.0%	<b>26.4%</b>
<b>Poor (IV)</b>	25 - 49	0.0%	0.7%	2.9%	<b>3.6%</b>
<b>Very Poor (V)</b>	0 - 24	0.0%	0.1%	0.5%	<b>0.6%</b>
<b>Total</b>		<b>15.6%</b>	<b>9.9%</b>	<b>74.5%</b>	<b>100.0%</b>

The City’s current average PCI of 74 indicates that a significant amount of the street network will need some level of preventative maintenance treatment. Based on Table 2, close to 70% of the street network will fall in this category within the next 3 – 5 years. Best management practices would utilize less expensive and appropriate preventative maintenance treatments that includes slurry seals and cape seals (including tire rubber additives) that are ideal for extending pavement life. The correct treatment and plan will minimize further deterioration and make the best use of available funds.

## C. Budget Needs

Based on the last 3 years, preventative maintenance which includes slurry seals or cape seal have not been utilized. This treatment is ideal for pavements within the Category I (Very Good). When pavements deteriorate and fall into Categories II/II (Good), asphalt concrete overlays and base repairs are treatments to be considered and at a higher price tag.

One of the goals of the PMP is to bring streets and roads to a condition where best management practices can occur. Therefore, it is critical to determine the type of treatment and when to apply it. With this said, it will always costs less to maintain roads in good condition than bad. The PMP will develop a maintenance strategy that will first improve the overall condition of the network and then sustain it at that level.

### 1. Projected Scenario - Funding is not restricted

In order to determine a cost-effective strategy for the level of maintenance and rehabilitation needs for the City without any funding restrictions, a module report was generated for a 5-year plan. Based on this strategy, the City's street network would average to a PCI = 80 by 2017 if treatments were applied every year totaling 11.9M. The table also shows that not doing anything will result in an average PCI = 67 by 2017. The results are summarized in Table 3.

**Table 3. Summary of Street Network - NO Funding Restriction**

	2013	2014	2015	2016	2017	Total
<b>PCI apply treatment</b>	81	81	81	80	80	
<b>PCI No treatment</b>	74	72	70	69	67	
<b>Preventative Maint. (\$)</b>	\$1.6M	\$480K	\$230K	\$49K	\$398K	\$2.8M
<b>Rehab/Reconstruct (\$)</b>	\$3.9M	\$1.3M	\$2.1M	\$753K	\$997K	\$9.1M
<b>Total Cost (\$)</b>	<b>\$5.5M</b>	<b>\$1.8M</b>	<b>\$2.3M</b>	<b>\$802M</b>	<b>\$1.4M</b>	<b>\$11.9M</b>

This analysis represents the ideal funding strategy from the PMP based on best management practices. It is important to note that preventative maintenance treatments make up 24% of the budget while 76% or \$9.1M is projected for rehabilitation/reconstruction.

### 2. Projected Scenario – Set Funding levels

Since the City does not have unlimited financial resources, decisions on transportation maintenance priorities will have to be made to make the best use of limited funds and implementing a cost-effective strategy in pavement preservation. Currently, the City allocates an annual amount of \$150K in Measure A to be programmed in pavement preservation and improvements. Based on this funding source, a 5-year work plan was generated. The results are

summarized in Table 4.

**Table 4. Summary of Street Network – Set Funding Levels**

	2013	2014	2015	2016	2017	Total
<b>Budget (\$)</b>	\$150K	\$150K	\$150K	\$150K	\$150K	\$750K
<b>Deferred Maintenance (\$)</b>	\$5.4M	\$6.7M	\$8.5M	\$9.1M	\$9.8M	
<b>PCI</b>	74	73	71	69	68	

The above Table shows that budgeting \$150k per year will not be sufficient in maintaining the pavement network at best management levels. As a result, the deferred maintenance cost will almost double from 2013 to 2017 due to more intensive treatments. As a comparison, Table 3 showed a PCI = 67 in year 2017 when NO treatments were performed; a 1-point PCI difference when compared to Table 4 where PCI = 68 in year 2017 when \$150K is invested annually.

#### **D. Recommendations**

The City of Wildomar pavement network is worth approximately \$84M. It provides vital public transportation traveling needs for bicycles, bus, rail, truck, and passenger vehicles that relies on a well maintained roadway system. A well maintained roadway system is critical for both the local and regional economy and communities.

Recognizing that there are limited financial resources, it is critical that the most cost-effective strategies are implemented and that the City continues to maintain the transportation infrastructure system in a safe and fiscally responsible manner. The steps in a PMP strategy are as follows:

1. Identify a 2-year list of streets based on the 5-year recommended work plan generated from the PMP. Since close to 70% of the of the pavements are in “Very Good” condition, best management practices would utilize less expensive and appropriate preventative maintenance treatments. Effective treatments include slurry seals, cape seals (including tire rubber additives) are ideal for extending pavement life.
2. Update the PMP database annually including: completed projects on pavements, new and changed streets, maintenance and rehabilitation decision trees and associated unit costs, and treatment strategies (new technologies).
3. A successful PMP requires pavement be surveyed every 2-3 years for arterials/collectors and 3-4 years for residential streets. This requirement complies with State and Federal funding grants.

4. Continue to look for new funding opportunities and funding sources as the current annual allocated amount is not sufficient.

# **ATTACHMENT 1 – CURRENT NETWORK**

NETWORK SUMMARY STATISTICS

NETWORK REPLACEMENT COST

INSPECTION HISTORY

DECISION TREE

SECTION PCI/RSL LISTING (CITY PAVED ROAD INVENTORY)

MAP – PAVEMENT CONDITION CATEGORY

MAP – PAVEMENT MANAGEMENT PROGRAM STREETS

	Total Sections	Total Center Miles	Total Lane Miles	PCI
Arterial	33	17.18	36.16	76
Collector	19	10.49	20.99	66
Rural Major Collector (07)	4	2.45	4.91	74
Residential/Local	501	88.95	177.24	75
<b>** Combined</b>	<b>5</b>	<b>3.36</b>	<b>6.28</b>	<b>N/A</b>
Gravel	5	3.36	6.28	N/A
<b>Total</b>	<b>562</b>	<b>122.44</b>	<b>245.57</b>	

Overall Network PCI as of 2/20/2013: 74

\*\* Combined Sections are those without a PCI Date - they have not been inspected or had a Treatment applied.

Functional Class	Surface Type	Lane Miles	Unit Cost/ Square Foot	Pavement Area/ Square Feet	Cost To Replace (in thousands)
Arterial	AC	26.1	\$6.7	2,564,111	\$17,094
	AC/AC	10.1	\$6.7	725,696	\$4,838
Collector	AC	14.8	\$4.6	1,189,978	\$5,421
	AC/AC	6.2	\$4.6	520,639	\$2,372
Residential/Local	AC	164.4	\$3.3	14,649,975	\$48,833
	AC/AC	12.1	\$3.3	1,030,124	\$3,434
	PCC	0.2	\$7.3	9,600	\$70
	ST	0.5	\$5.0	39,600	\$198
Rural Major Collector (07)	AC	2.5	\$4.6	177,602	\$809
	AC/AC	2.4	\$4.6	210,348	\$958
Grand Total:		239.3		21,117,673	\$84,027

1981						
Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
R	1	0.02	3,600	83	23.23	3,617,406
1989						
Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
R	1	0.02	2,800	179	41.91	7,177,158
1990						
Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
R	1	0.02	3,600	211	46.75	8,015,836
1991						
Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
R	6	0.10	17,900	242	52.19	9,047,908
1997						
Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
A	20	1.58	281,060	42	20.65	3,743,287
C	3	0.32	46,830	7	4.53	657,361
R	66	1.97	356,690	278	57.17	9,924,467
RMaC	2	0.27	48,980	4	3.27	565,354
UC	1	0.02	4,300	2	0.61	83,076
1999						
Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
A	3	0.08	15,200	42	20.65	3,743,287
R	4	0.08	14,800	284	58.08	10,086,099
2000						
Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
A	27	1.69	301,675	42	20.65	3,743,287
C	4	0.25	34,600	7	4.53	657,361
R	235	6.69	1,136,551	289	58.65	10,176,615
RMaC	1	0.07	10,960	4	3.27	565,354
UC	2	0.08	10,800	2	0.61	83,076
2001						
Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
R	7	0.13	21,000	292	59.41	10,306,607
2002						
Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
R	9	0.17	29,400	299	60.36	10,467,727

2003

Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
A	13	0.82	156,310	43	20.73	3,759,927
C	6	0.42	60,600	9	5.46	786,367
R	202	5.48	948,204	334	66.54	11,552,903
UC	2	0.08	10,800	2	0.61	83,076

2004

Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
A	19	0.96	190,075	43	20.71	3,754,025
R	77	2.30	448,340	360	70.39	13,328,645
RMaC	2	0.20	38,290	4	3.27	565,354

2005

Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
A	1	0.08	10,400	44	21.46	3,856,985
R	52	1.00	189,600	412	79.03	15,004,311

2006

Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
C	2	0.04	6,200	11	5.71	827,067
R	13	0.28	48,800	425	80.53	15,268,461

2007

Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
R	24	0.53	94,400	450	83.84	14,901,624

2008

Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
R	1	0.02	3,200	451	83.97	14,923,544

2009

Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
R	8	0.15	25,400	459	85.58	15,153,444

2010

Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
R	34	0.63	115,620	493	90.85	16,117,936

2011

Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
R	2	0.04	6,400	495	91.18	16,175,204

**2012**

Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
A	33	2.04	360,300	44	21.27	3,824,085
C	7	0.51	73,900	11	5.71	827,067
R	81	2.53	414,350	501	92.14	16,345,404
RMaC	4	0.29	45,150	4	2.65	411,288
UC	1	0.02	3,600	2	0.61	83,076

**2013**

Functional Class	Inspection Units	Inspected Miles	Inspected Area	Total # of Sections	Total Miles	Total Area
A	9	0.39	73,950	50	23.07	4,396,753
C	2	0.06	8,400	23	11.68	1,880,323
R	302	8.28	1,493,326	515	95.74	16,993,638
UC	1	0.06	7,200	2	0.61	83,076

# Decision Tree

Printed: 02/20/2013

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay	
Arterial	AC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99			
			Surface Treatment	SLURRY SEAL	\$3.00		8		
			Restoration Treatment	DO NOTHING	\$0.00			3	
		II - Good, Non-Load Related		THIN AC OVERLAY(1.5 INCHES)	\$11.00				
		III - Good, Load Related		THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR	\$18.00				
			IV - Poor		THICK AC OVERLAY(2.5 INCHES)	\$24.00			
			V - Very Poor		RECONSTRUCT	\$60.00			
	AC/AC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99			
			Surface Treatment	SLURRY SEAL	\$3.00		8		
			Restoration Treatment	DO NOTHING	\$0.00			3	
II - Good, Non-Load Related			THIN AC OVERLAY(1.5 INCHES)	\$11.00					
III - Good, Load Related			THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR	\$18.00					
		IV - Poor		THICK AC OVERLAY(2.5 INCHES)	\$24.00				
		V - Very Poor		RECONSTRUCT	\$60.00				
AC/PCC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99				
		Surface Treatment	SLURRY SEAL	\$3.00		8			
		Restoration Treatment	DO NOTHING	\$12.00			3		
	II - Good, Non-Load Related		THIN AC OVERLAY(1.5 INCHES)	\$11.00					
	III - Good, Load Related		THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR	\$18.00					
		IV - Poor		THICK AC OVERLAY(2.5 INCHES)	\$24.00				
		V - Very Poor		RECONSTRUCT	\$60.00				
PCC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99				
		Surface Treatment	DO NOTHING	\$0.00		99			
		Restoration Treatment	DO NOTHING	\$0.00			100		
	II - Good, Non-Load Related		DO NOTHING	\$0.00					
	III - Good, Load Related		DO NOTHING	\$0.00					
	IV - Poor		DO NOTHING	\$0.00					
	V - Very Poor		DO NOTHING	\$0.00					

 Functional Class and Surface combination not used

# Decision Tree

Printed: 02/20/2013

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay	
Arterial	ST	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99			
			Surface Treatment	DO NOTHING	\$0.00				
			Restoration Treatment	DO NOTHING	\$0.00			99	
			II - Good, Non-Load Related		SINGLE CHIP SEAL	\$2.00		3	
			III - Good, Load Related		SINGLE CHIP SEAL	\$2.00			
			IV - Poor		0.15' HMA Overlay (ST Road)	\$19.00			
			V - Very Poor		RECONSTRUCT SURFACE (AC)	\$45.00			

 Functional Class and Surface combination not used

# Decision Tree

Printed: 02/20/2013

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay	
Collector	AC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99			
			Surface Treatment	SLURRY SEAL	\$2.50		8		
			Restoration Treatment	DO NOTHING	\$0.00			3	
		II - Good, Non-Load Related		THIN AC OVERLAY(1.5 INCHES)	\$10.00				
		III - Good, Load Related		THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR	\$17.00				
			IV - Poor		THICK AC OVERLAY(2.5 INCHES)	\$20.00			
			V - Very Poor		RECONSTRUCT	\$41.00			
	AC/AC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99			
			Surface Treatment	SLURRY SEAL	\$2.50		8		
			Restoration Treatment	DO NOTHING	\$0.00			3	
II - Good, Non-Load Related			THIN AC OVERLAY(1.5 INCHES)	\$10.00					
III - Good, Load Related			THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR	\$17.00					
		IV - Poor		THICK AC OVERLAY(2.5 INCHES)	\$20.00				
		V - Very Poor		RECONSTRUCT	\$41.00				
AC/PCC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99				
		Surface Treatment	SLURRY SEAL	\$2.50		8			
		Restoration Treatment	DO NOTHING	\$0.00			3		
	II - Good, Non-Load Related		THIN AC OVERLAY(1.5 INCHES)	\$10.00					
	III - Good, Load Related		THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR	\$17.00					
		IV - Poor		THICK AC OVERLAY(2.5 INCHES)	\$20.00				
		V - Very Poor		RECONSTRUCT	\$41.00				
PCC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99				
		Surface Treatment	DO NOTHING	\$0.00		99			
		Restoration Treatment	DO NOTHING	\$0.00			100		
	II - Good, Non-Load Related		DO NOTHING	\$0.00					
	III - Good, Load Related		DO NOTHING	\$0.00					
	IV - Poor		DO NOTHING	\$0.00					
	V - Very Poor		DO NOTHING	\$0.00					

 Functional Class and Surface combination not used

# Decision Tree

Printed: 02/20/2013

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay	
Collector	ST	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99			
			Surface Treatment	DO NOTHING	\$0.00				
			Restoration Treatment	DO NOTHING	\$0.00			99	
			II - Good, Non-Load Related		SINGLE CHIP SEAL	\$2.00		3	
			III - Good, Load Related		SINGLE CHIP SEAL	\$2.00			
			IV - Poor		0.15' HMA Overlay (ST Road)	\$19.00			
			V - Very Poor		RECONSTRUCT SURFACE (AC)	\$45.00			

 Functional Class and Surface combination not used

# Decision Tree

Printed: 02/20/2013

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay	
Residential/Local	AC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99			
			Surface Treatment	SLURRY SEAL	\$2.25		8		
			Restoration Treatment	DO NOTHING	\$0.00			3	
		II - Good, Non-Load Related		SLURRY SEAL	\$2.25		8		
		III - Good, Load Related		THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR	\$10.00				
	AC/AC		IV - Poor		THICK AC OVERLAY(2.5 INCHES)	\$15.00			
			V - Very Poor		RECONSTRUCT	\$30.00			
			I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99		
				Surface Treatment	SLURRY SEAL	\$2.25		8	
				Restoration Treatment	DO NOTHING	\$0.00			3
II - Good, Non-Load Related			SLURRY SEAL	\$2.25		8			
III - Good, Load Related			THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR	\$10.00					
AC/PCC			IV - Poor		THICK AC OVERLAY(2.5 INCHES)	\$15.00			
			V - Very Poor		RECONSTRUCT	\$30.00			
			I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99		
	Surface Treatment			SLURRY SEAL	\$2.25		7		
	Restoration Treatment			DO NOTHING	\$0.00			3	
	II - Good, Non-Load Related		SLURRY SEAL	\$2.25		8			
	III - Good, Load Related		THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR	\$10.00					
	PCC		IV - Poor		THICK AC OVERLAY(2.5 INCHES)	\$15.00			
			V - Very Poor		RECONSTRUCT	\$30.00			
			I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99		
Surface Treatment				DO NOTHING	\$0.00		99		
Restoration Treatment				DO NOTHING	\$0.00			100	
II - Good, Non-Load Related			DO NOTHING	\$0.00					
III - Good, Load Related			DO NOTHING	\$0.00					
IV - Poor			RECONSTRUCT SURFACE (AC)	\$32.00					
V - Very Poor			RECONSTRUCT STRUCTURE (PCC)	\$66.00					

 Functional Class and Surface combination not used

# Decision Tree

Printed: 02/20/2013

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay	
Residential/Local	ST	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99			
			Surface Treatment	DO NOTHING	\$0.00				
			Restoration Treatment	DO NOTHING	\$0.00			99	
			II - Good, Non-Load Related		SINGLE CHIP SEAL	\$2.00		3	
			III - Good, Load Related		SINGLE CHIP SEAL	\$2.00			
			IV - Poor		0.15' HMA Overlay (ST Road)	\$19.00			
			V - Very Poor		RECONSTRUCT SURFACE (AC)	\$45.00			

 Functional Class and Surface combination not used

# Decision Tree

Printed: 02/20/2013

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Other	AC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99		
			Surface Treatment	DO NOTHING	\$0.00		99	
			Restoration Treatment	DO NOTHING	\$0.00			100
		II - Good, Non-Load Related		DO NOTHING	\$0.00			
		III - Good, Load Related		DO NOTHING	\$0.00			
		IV - Poor		DO NOTHING	\$0.00			
		V - Very Poor		DO NOTHING	\$0.00			
	AC/AC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99		
			Surface Treatment	DO NOTHING	\$0.00		99	
			Restoration Treatment	DO NOTHING	\$0.00			100
		II - Good, Non-Load Related		DO NOTHING	\$0.00			
		III - Good, Load Related		DO NOTHING	\$0.00			
		IV - Poor		DO NOTHING	\$0.00			
		V - Very Poor		DO NOTHING	\$0.00			
	AC/PCC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99		
			Surface Treatment	DO NOTHING	\$0.00		99	
			Restoration Treatment	DO NOTHING	\$0.00			100
		II - Good, Non-Load Related		DO NOTHING	\$0.00			
III - Good, Load Related			DO NOTHING	\$0.00				
IV - Poor			DO NOTHING	\$0.00				
V - Very Poor			DO NOTHING	\$0.00				
PCC	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	99			
		Surface Treatment	DO NOTHING	\$0.00		99		
		Restoration Treatment	DO NOTHING	\$0.00			100	
	II - Good, Non-Load Related		DO NOTHING	\$0.00				
	III - Good, Load Related		DO NOTHING	\$0.00				
	IV - Poor		DO NOTHING	\$0.00				
	V - Very Poor		DO NOTHING	\$0.00				

 Functional Class and Surface combination not used

# Decision Tree

Printed: 02/20/2013

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Other	ST	I - Very Good	Crack Treatment	DO NOTHING	\$0.00	9		
			Surface Treatment	DO NOTHING	\$0.00		99	
			Restoration Treatment	DO NOTHING	\$0.00			99
		II - Good, Non-Load Related		SINGLE CHIP SEAL	\$1.50		4	
		III - Good, Load Related		SINGLE CHIP SEAL	\$1.50			
		IV - Poor		SINGLE CHIP SEAL	\$1.50			
		V - Very Poor		THICK AC OVERLAY(2.5 INCHES)	\$16.00			

 Functional Class and Surface combination not used

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
WAGAL	01000	AGAPE LN	CATT RD	SOUTH END	1,474	36	53,064	R - Residential/Local	A - AC	87	30.51
W1663	01000	AKIPA CT	WANKI AVE	CDS - END	439	33	14,487	R - Residential/Local	A - AC	77	24.1
W1666	01000	AKWO CIR	WOSHKA LN	CDS - END	195	33	6,435	R - Residential/Local	A - AC	79	25.37
W1467	01000	ALAMEDA DEL MONTE	WILSON ST	END	208	28	5,824	R - Residential/Local	A - AC	69	21.12
W1479	01000	ALBERT ST	CLOUD CREST CT	CORYDON ST	909	36	32,724	R - Residential/Local	A - AC	74	24.89
W1511	01000	ALDERBROOK RD	HILLSPRING RD	MAYHALL DR	851	36	30,636	R - Residential/Local	A - AC	59	13.1
W1010A	01000	ALMOND ST	LAGUNA RD	CANYON DR	2,746	32	87,872	R - Residential/Local	A - AC	50	9.82
W1010A	02000	ALMOND ST	BUNDY CANYON RD	END	624	18	11,232	R - Residential/Local	A - AC	48	8.47
W1010A	03000	ALMOND ST	624' N BUNDY CANYON RD	WAITE ST	633	27	17,091	R - Residential/Local	A - AC	16	0
W1010A	04000	ALMOND ST	WAITE ST	620' S LEMON ST	659	27	17,793	R - Residential/Local	A - AC	80	31.04
W1010A	05000	ALMOND ST	620' S LEMON ST	LEMON ST	620	20	12,400	R - Residential/Local	A - AC	76	23.43
W1010B	01000	ALMOND ST	VINE ST	GRAPE SPUR LN	789	25	19,725	R - Residential/Local	A - AC	81	27.08
WALOAD	01000	ALTA OAKS DR	ARNETT RD	BANYAN RIM DR	364	36	13,104	R - Residential/Local	A - AC	84	28.51
W3768	01000	AMADO LN	ORANGE ST	CAMERON LN	897	36	32,292	R - Residential/Local	O - AC/AC	66	19.9
WAMAC	01000	AMARYLLIS CT	PASADENA ST	CDS - END	300	32	9,600	R - Residential/Local	A - AC	82	27.51
W9213	01000	AMATISTA AVE	BRILLANTE DR	ROSITA DR	915	36	32,940	R - Residential/Local	A - AC	90	37.32
W1992	01000	AMBERTON DR	WAITE ST	CDS - END	528	29	15,312	R - Residential/Local	O - AC/AC	83	31.57
W9101	01000	AMETHYST RD	CANYON CREST ST	VIRGO WY	245	32	7,840	R - Residential/Local	A - AC	91	39.12
W1065	01000	ANSON WAY	DURANGO CT	KIRKWOOD CT	415	40	16,600	R - Residential/Local	A - AC	64	17.33
WAPPC	01000	APPLECART CT	BUTTERCHURN RD	CDS - END	459	36	16,524	R - Residential/Local	A - AC	80	26.01
W1668	01000	ARI CIR	WOSHKA LN	CDS - END	98	36	3,528	R - Residential/Local	A - AC	89	35.83
WARNR	01000	ARNETT RD	ALTA OAKS DR	CATT RD	1,179	36	42,444	R - Residential/Local	A - AC	84	28.51
W1599	01000	ARNOLD LN	PALOMAR ST	CHARLES ST	1,458	32	46,656	R - Residential/Local	O - AC/AC	83	31.63
W9145	01000	ARYA DR	CLINTON KEITH RD	CATT RD	155	32	4,960	R - Residential/Local	A - AC	80	27.53
W1177	01000	ASTER DR	TRILLIUM DR	TWINFLOWER AVE	989	36	35,604	R - Residential/Local	A - AC	76	27.25
W9104	01000	ATHEA WAY	STARLIGHT ST	WILLOW BAY RD	250	32	8,000	R - Residential/Local	A - AC	91	39.12
W1650	01000	ATUPA AVE	NAVUT AVE	MOMAT AVE	658	36	23,688	R - Residential/Local	A - AC	91	39.88
W1509	01000	AUTUMN OAK PL	CEDAR SPRING CT	CDS - END	789	36	28,404	R - Residential/Local	A - AC	64	17.04
W1685	01000	AUTUMN SAGE CT	VALLEY VISTA CIR	CDS - END	571	32	18,272	R - Residential/Local	A - AC	83	27.93
WAVRW	01000	AVRY WAY	CATT RD	LEXI LN	461	32	14,752	R - Residential/Local	A - AC	84	28.51
W1645	01000	AWA CIR	HUNWUT DR	CDS - END	125	33	4,125	R - Residential/Local	A - AC	73	24.5
W1029	01000	BALSAM ST	TWINFLOWER AVE	TRILLIUM DR	1,017	36	36,612	R - Residential/Local	A - AC	77	28.17

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
WBARID	01000	BANYAN RIM DR	ALTA OAKS DR	CATT RD	1,169	36	42,084	R - Residential/Local	A - AC	84	28.51
W1986	01000	BARLEY LN	WHEATFIELD CIR	THE FARM RD	1,101	33	36,333	R - Residential/Local	A - AC	60	14.27
W1016	01000	BARRENGO DR	ELBOW CREEK TR	CANYON RANCH RD	620	33	20,460	R - Residential/Local	A - AC	65	18.19
W1023	01000	BAXTER RD	CENTRAL ST	I-15	1,350	40	54,000	A - Arterial	O - AC/AC	73	17.98
W1023	02000	BAXTER RD	I-15	191' E WESTERN WAY	1,290	45	58,050	A - Arterial	A - AC	66	13.79
W1023	03000	BAXTER RD	191' E WESTERN WaY	KILARNEY LN	549	25	13,725	A - Arterial	A - AC	83	20.59
W1023	04000	BAXTER RD	KILARNEY LN	PORRAS RD	3,960	26	102,960	A - Arterial	A - AC	83	23.03
W1023A	01000	BAXTER RD	GRUWELL ST	END	247	26	6,422	R - Residential/Local	A - AC	69	20.98
W9890	01000	BAY ROAN CT	LIPIZZAN LN	CDS - END	311	28	8,708	R - Residential/Local	A - AC	83	27.78
W1344	01000	BAYBERRY RD	PALOMAR ST	TIMBER LN	966	36	34,776	R - Residential/Local	A - AC	82	32.95
WBELO	01000	BELLA OAKS ST	VERDE VISTA WAY	CROSS ROADS ST	471	36	16,956	R - Residential/Local	A - AC	80	26.01
W9657	01000	BENETTA CT	ELIZABETH LN	CDS - END	310	36	11,160	R - Residential/Local	A - AC	82	28.17
WBISYC	01000	BIG SYCAMORE CT	SHEILA LN	CDS - END	670	32	21,440	R - Residential/Local	A - AC	87	30.51
W1160	01000	BIGLEAF LN	OAKMORE LN	RASPBERRY LN	450	36	16,200	R - Residential/Local	A - AC	72	22.4
W1679	01000	BILLIE ANN RD	588' S GEIRSON AVE	534' N GEIRSON AVE	1,122	37	41,514	R - Residential/Local	A - AC	92	43.96
W1679	02000	BILLIE ANN RD	534' N GEIRSON AVE	CERVERA RD	893	36	32,148	R - Residential/Local	A - AC	85	32.63
W3179	01000	BLACK BEAUTY TRL	GRUWELL ST	CDS - END	833	36	29,988	R - Residential/Local	A - AC	26	0.17
WBLWAC	01000	BLACK WALNUT CT	FOX DEN RD	CDS - END	381	32	12,192	R - Residential/Local	A - AC	88	31.01
W10058	01000	BLACKSTONE CIR	CATT RD	CDS - END	550	28	15,400	R - Residential/Local	A - AC	81	24.37
WBLOC	01000	BLONDON CT	LEMON ST	CDS - END	1,994	32	63,808	R - Residential/Local	A - AC	73	22.01
WBLMIW	01000	BLUE MIST WAY	UNION ST	CDS - END	714	32	22,848	R - Residential/Local	A - AC	79	25.51
W1680	01000	BLUEBERRY LN	BILLIE ANN RD	RUTH AVE	488	37	18,056	R - Residential/Local	A - AC	91	40.72
WBOBOL	01000	BOO BOO LN	WALNUT ST	CDS - END	137	20	2,740	R - Residential/Local	A - AC	72	21.01
WBOVS	01000	BOVARD ST	DOHENY CIR	SUSAN DR	1,070	36	38,520	R - Residential/Local	A - AC	88	31.01
W1143	01000	BOXWOOD CT	LARKSPUR DR	CDS - END	173	32	5,536	R - Residential/Local	A - AC	73	24.28
W1292	01000	BRAZIL LN	WALNUT ST	CDS - END	271	37	10,027	R - Residential/Local	A - AC	77	23.95
W1708	01000	BRECKENRIDGE TRL	SPUR BROOK DR	END	2,056	36	74,016	R - Residential/Local	A - AC	73	24.54
W9889	01000	BRIDLEPATH LN	CLINTON KEITH RD	HOOFPRI NT DR	173	36	6,228	R - Residential/Local	A - AC	83	27.78
W1549	01000	BRIGHTON CT	CHELSEA LN	CDS - END	423	32	13,536	R - Residential/Local	A - AC	77	28.21
W9206	01000	BRILLANTE DR	PORRAS RD	CDS - END	2,012	34	68,408	R - Residential/Local	A - AC	90	37.32
W1052	01000	BRYANT ST	GRAND AVE	PALOMAR ST	2,671	24	64,104	C - Collector	A - AC	63	9.07
W1503	01000	BUCKHORN RD	PALOMAR ST	AUTUMN OAK PL	704	36	25,344	R - Residential/Local	A - AC	53	10.54
WBU EC	01000	BUENA CT	BANYAN RIM DR	CDS - END	241	32	7,712	R - Residential/Local	A - AC	84	28.51

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W1056A	01000	BUNDY CANYON RD	MISSION TR	675' W ALMOND ST	2,533	28	70,924	RMaC - Rural Major Collector (07)	A - AC	54	6.89
W1056A	02000	BUNDY CANYON RD	675' W ALMOND ST	I-15	2,639	28	73,892	C - Collector	A - AC	30	0.96
W1056B	01000	BUNDY CANYON RD	I-15	CANYON RANCH RD	2,420	47	113,740	C - Collector	A - AC	66	10.36
W1056B	02000	BUNDY CANYON RD	CANYON RANCH RD	OAK CIRCLE DR	4,961	26	128,986	C - Collector	O - AC/AC	72	18.17
W1056B	03000	BUNDY CANYON RD	OAK CIRCLE DR	1000' W THE FARM RD	4,103	26	106,678	RMaC - Rural Major Collector (07)	A - AC	66	10.36
W1056B	04000	BUNDY CANYON RD	1000' W THE FARM RD	177' E HARVEST WAY	2,028	53	107,484	RMaC - Rural Major Collector (07)	O - AC/AC	85	25.96
W1056B	05000	BUNDY CANYON RD	177' E HARVEST WAY	COTTONWOOD CANYON RD	4,286	24	102,864	RMaC - Rural Major Collector (07)	O - AC/AC	84	28.33
WBUTS	01000	BUTCHART ST	LORING RD	WOLCOTT CT	1,100	36	39,600	R - Residential/Local	A - AC	80	26.01
W3755	01000	BUTTERCHURN RD	HARVEST WAY	452' E HARVEST WAY	1,355	36	48,780	R - Residential/Local	A - AC	60	15.25
W3755	02000	BUTTERCHURN RD	E HARVEST WAY	CDS - END	429	36	15,444	R - Residential/Local	A - AC	80	26.01
W3232	01000	BUTTERMILK CIR	HARVEST WAY	CDS - END	247	29	7,163	R - Residential/Local	A - AC	66	17.5
WCABP	01000	CABERNET PL	LAGUNA RD	CDS - END	667	32	21,344	R - Residential/Local	A - AC	91	32.51
W7558	01000	CALICO CT	MILL POND DR	CDS - END	384	29	11,136	R - Residential/Local	A - AC	74	25.45
W9225	01000	CAMELLIA LN	DAHLIA LN	CDS - END	368	36	13,248	R - Residential/Local	A - AC	90	36.81
WCAMC	01000	CAMELOT CIR	CDS - END (NORTH)	CDS - END (SOUTH)	665	36	23,940	R - Residential/Local	A - AC	80	26.01
WCAML	01000	CAMEO LN	CORAL ROCK LN	CDS - END	1,143	36	41,148	R - Residential/Local	A - AC	88	31.01
W3769	01000	CAMERON LN	AMADO LN	END	264	36	9,504	R - Residential/Local	O - AC/AC	71	23.14
W9638	01000	CANNERY RD	CHARLES ST	GREY WHALE LN	1,238	36	44,568	R - Residential/Local	A - AC	82	28.24
W9102	01000	CANYON CREST ST	GRAND AVE	AMETHYST RD	991	32	31,712	R - Residential/Local	A - AC	91	39.12
W1068	01000	CANYON DR	ORANGE ST	END	643	21	13,503	R - Residential/Local	A - AC	71	20.35
W1068	02000	CANYON DR	643' E ORANGE ST	CHERRY ST	649	30	19,470	R - Residential/Local	A - AC	73	21.56
W1068A	01000	CANYON DR	MISSION TR	ORCHARD ST	1,788	36	64,368	R - Residential/Local	A - AC	68	18.59
W1068A	02000	CANYON DR	ORCHARD ST	ORANGE ST	2,637	46	121,302	R - Residential/Local	A - AC	63	15.8
W1706	01000	CANYON RANCH RD	GAFFORD RD	BUNDY CANYON RD	2,958	37	109,446	R - Residential/Local	A - AC	59	14.28
WCARC	010000	CARISSA CT	TWINFLOWER AVE	CDS - END	222	32	7,104	R - Residential/Local	A - AC	79	25.51
WCARR	01000	CARLTON RD	SMITH RANCH RD	COUNTRY PARK DR	1,027	36	36,972	R - Residential/Local	A - AC	80	26.01
W9222	01000	CARNATION LN	SOUTH PASADENA ST	IRIS LN	1,191	36	42,876	R - Residential/Local	A - AC	90	36.81
WCARS	01000	CARRINGTON ST	CLINTON KEITH RD	DEVONSHIRE LN	556	36	20,016	R - Residential/Local	A - AC	80	26.01
W1297	01000	CASHEW ST	COMO ST	WESLEY ST	2,680	40	107,200	R - Residential/Local	O - AC/AC	79	27.43
W1297	02000	CASHEW ST	WESLEY ST	CABERNET PL	1,072	32	34,304	R - Residential/Local	A - AC	91	32.51

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W1070	01000	CATT RD	PALOMAR ST	CHARLES ST	1,327	36	47,772	R - Residential/Local	A - AC	82	25.76
W1070	02000	CATT RD	CANNERY RD	AGAPE LN	625	36	22,500	R - Residential/Local	A - AC	81	27.01
W1070	03000	CATT RD	AGAPE LN	ARNETT RD	700	26	18,200	R - Residential/Local	A - AC	81	27.01
W1070A	04000	CATT RD	ARNETT RD	CDS - EAST END	4,771	26	124,046	R - Residential/Local	A - AC	81	30
W1070B	05000	CATT RD	CLINTON KEITH RD	WEST END	270	36	9,720	R - Residential/Local	A - AC	76	23.12
WCEDR	01000	CEDAR RIDGE CT	CROSS ROADS ST	CDS - END	239	36	8,604	R - Residential/Local	A - AC	80	26.01
W1504	01000	CEDAR SPRING CT	AUTUMN OAK PL	CDS - END	595	36	21,420	R - Residential/Local	A - AC	58	13.26
W1475	01000	CELESTE WAY	GRAND AVE	UNION ST	1,313	37	48,581	R - Residential/Local	A - AC	63	17.08
W1076A	01000	CENTRAL ST	GRAND AVE	PALOMAR ST	2,660	34	90,440	A - Arterial	A - AC	81	19.65
W1076B	01000	CENTRAL ST	PALOMAR ST	BAXTER RD	3,859	38	146,642	A - Arterial	A - AC	59	10.16
W1641	01000	CERVERA RD	CENTRAL ST	PASHAL PL	1,764	40	70,560	R - Residential/Local	A - AC	91	41.2
W1087	01000	CHADLYN CT	GRAND AVE	CDS - END	963	34	32,742	R - Residential/Local	A - AC	72	23.51
W1677	01000	CHARLES ST	RUTH AVE	WOSHKA LN	314	29	9,106	R - Residential/Local	A - AC	81	26.65
W1677	02000	CHARLES ST	WOSHKA LN	ARNOLD LN	402	34	13,668	R - Residential/Local	A - AC	43	6.64
W1677	03000	CHARLES ST	ARNOLD LN	CANNERY RD	1,151	18	20,718	R - Residential/Local	A - AC	73	18.56
W1546	01000	CHELSEA LN	GAFFORD RD	BRIGHTON CT	453	32	14,496	R - Residential/Local	A - AC	80	26.05
W1083A	01000	CHERRY ST	BAXTER RD	WALNUT ST	2,623	24	62,952	R - Residential/Local	A - AC	41	5.32
W1083A	02000	CHERRY ST	WALNUT ST	CANYON DR	1,316	33	43,428	R - Residential/Local	A - AC	45	7.06
W1083C	01000	CHERRY ST	BUNDY CANYON RD	WAITE ST	1,286	24	30,864	R - Residential/Local	A - AC	30	1.57
W1083D	01000	CHERRY ST	WAITE ST	END	595	41	24,395	R - Residential/Local	A - AC	73	24.33
WCHERL	01000	CHERT LN	CORAL ROCK LN	CAMEO LN	1,268	36	45,648	R - Residential/Local	A - AC	88	31.01
WCHEL	01000	CHESTERFIELD LN	COVINGTON DR	CDS - END	959	36	34,524	R - Residential/Local	A - AC	80	26.01
W1654	01000	CHIVI CIR	NAVUT AVE	CDS - END	150	33	4,950	R - Residential/Local	A - AC	91	42.08
WCHLC	01000	CHLOE CT	FREDERICK ST	CDS - END	612	32	19,584	R - Residential/Local	A - AC	81	26.51
WCINC	01000	CINNABAR CT	CARLTON RD	CDS - END	214	36	7,704	R - Residential/Local	A - AC	80	26.01
WCIGRL	01000	CITRUS GROVE LN	BLONDON CT	LEMON ST	521	32	16,672	R - Residential/Local	A - AC	73	22.01
W3190	01000	CITRUS HILL RD	THE FARM RD	HARVEST WAY	1,894	33	62,502	R - Residential/Local	A - AC	62	15.31
W1930	01000	CLINTON KEITH RD	MURRIETA C L	PALOMAR ST	2,600	66	171,600	A - Arterial	A - AC	89	29.35
W1930	02000	CLINTON KEITH RD	PALOMAR ST	END	617	73	45,041	A - Arterial	A - AC	51	7.22
W1930	03000	CLINTON KEITH RD	617' N PALOMAR ST	I-15	2,533	65	164,645	A - Arterial	A - AC	84	21.04
W1930	04000	CLINTON KEITH RD	I-15	END	1,334	40	53,360	A - Arterial	O - AC/AC	79	22.11
W1930	05000	CLINTON KEITH RD	1334' E I-15	SALIDA DEL SOL	2,543	52	132,236	A - Arterial	A - AC	61	11.89
W1930	06000	CLINTON KEITH RD	SALIDA DEL SOL	935' W ELIZABETH LN	365	52	18,980	A - Arterial	A - AC	64	13.34

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W1930	07000	CLINTON KEITH RD	935' W ELIZABETH LN	170' E SMITH RANCH RD	2,509	68	170,612	A - Arterial	A - AC	78	18.24
W1930	08000	CLINTON KEITH RD	170' E SMITH RANCH RD	310' E BRIDLEPATH LN	1,357	67	90,919	A - Arterial	A - AC	79	18.7
W1930	09000	CLINTON KEITH RD	310' E BRIDLEPATH LN	MURRIETA C L	1,426	52	74,152	A - Arterial	A - AC	74	16.39
W1499	01000	CLOUD CREST CT	AUTUMN OAK PL	CDS - END	454	36	16,344	R - Residential/Local	A - AC	68	19.95
WCLOW	01000	CLOVIS WAY	CANYON DR	CDS - END	1,167	32	37,344	R - Residential/Local	A - AC	92	33.01
W7464	01000	COMBINE CIR	HARVEST WY	CDS - END	275	29	7,975	R - Residential/Local	A - AC	47	8.46
W3750	01000	COMO ST	CENTRAL ST	DILLON CIR	531	36	19,116	R - Residential/Local	A - AC	63	17.2
W3750A	01000	COMO ST	MISSION TR	WESLEY ST	3,156	28	88,368	R - Residential/Local	A - AC	77	24.05
WCOOC	01000	COOK CT	POPLAR CREST RD	CDS - END	175	36	6,300	R - Residential/Local	A - AC	88	31.01
WCOHAC	01000	COOPERS HAWK CT	SHEILA LN	CDS - END	678	32	21,696	R - Residential/Local	A - AC	88	31.01
WCOPC	01000	COPPER CT	POPLAR CREST RD	CDS - WEST END	140	36	5,040	R - Residential/Local	A - AC	88	31.01
WCOPC	02000	COPPER CT	POPLAR CREST RD	CDS - EAST END	193	36	6,948	R - Residential/Local	A - AC	88	31.01
WCOROL	01000	CORAL ROCK LN	CHERT LN	CDS - END	1,784	36	64,224	R - Residential/Local	A - AC	88	31.01
WCOWOC	01000	CORAL WOOD CT	CLOVIS WAY	CDS - END	198	32	6,336	R - Residential/Local	A - AC	92	33.01
W3757	01000	CORNCRIB CIR	ROOSTER RD	CDS - END	420	33	13,860	R - Residential/Local	A - AC	58	14.05
W7463	01000	CORNSTALK RD	HARVEST WY E	CDS - END	2,584	38	98,192	R - Residential/Local	A - AC	55	11.99
W1106	01000	CORYDON ST	GRAND AVE	UNION ST	1,333	13	17,329	A - Arterial	A - AC	81	21.31
W1106	02000	CORYDON ST	UNION ST	MISSION TR	6,685	13	86,905	A - Arterial	A - AC	80	20.36
WCOHID	01000	COUNTRY HILLS DR	BLONDON CT	CITRUS GROVE LN	1,149	32	36,768	R - Residential/Local	A - AC	73	22.01
W9405	01000	COUNTRY PARK DR	SMITH RANCH RD	CREST MEADOW DR	2,908	36	104,688	R - Residential/Local	A - AC	82	29.36
W9405	02000	COUNTRY PARK DR	SMITH RANCH RD	BUTCHART ST	1,578	36	56,808	R - Residential/Local	A - AC	80	26.01
W1704	01000	COUNTRYSIDE CIR	WINDWOOD LN	CDS - END	232	32	7,424	R - Residential/Local	A - AC	81	32.14
WCOVD	01000	COVINGTON DR	CLINTON KEITH RD	CHESTERFIELD LN	871	36	31,356	R - Residential/Local	A - AC	80	26.01
W1114	01000	CRESCENT AVE	OLIVE ST	SEDCO BLVD	1,402	25	35,050	R - Residential/Local	A - AC	80	28.39
W1114	02000	CRESCENT AVE	SEDCO BLVD	ELBERTA RD	1,476	21	30,996	R - Residential/Local	A - AC	55	12.36
W9411	01000	CREST MEADOW DR	COUNTRY PARK DR	LA ESTRELLA ST	1,628	36	58,608	R - Residential/Local	A - AC	83	30.77
WCRFIC	01000	CRESTED FINCH CT	SWEET NECTAR RD	CDS - END	583	32	18,656	R - Residential/Local	A - AC	87	30.51
W9883	01000	CRIMSON LASSO DR	SMITH RANCH RD	HITCHING POST LN	533	36	19,188	R - Residential/Local	A - AC	83	27.78
WCROS	01000	CROSSROADS ST	LA ESTRELLA ST	LORING RD	1,261	36	45,396	R - Residential/Local	A - AC	80	26.01
W9223	01000	DAHLIA LN	CARNATION LN	CDS - END	859	36	30,924	R - Residential/Local	A - AC	90	36.81
W1120	01000	DARBY ST	GRUWELL ST	CENTRAL ST	1,338	23	30,774	R - Residential/Local	A - AC	83	31.81
W1120	02000	DARBY ST	CENTRAL ST	SOUTH PASADENA ST	1,328	24	31,872	R - Residential/Local	A - AC	53	11.36
WDAVL	01000	DAVID LN	VIA SARAH	140' N SEAGRASS TRL	1,118	36	40,248	R - Residential/Local	A - AC	80	26.01

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W3219	01000	DEAN LN	WALNUT ST	CDS - END	505	29	14,645	R - Residential/Local	O - AC/AC	81	27.64
W7561	01000	DEEP WELL RD	HARVEST WAY EAST	SUNSET AVE	546	37	20,202	R - Residential/Local	A - AC	73	24.54
WDELL	01000	DELCA LN	PALOMAR ST	CDS - END	939	36	33,804	R - Residential/Local	A - AC	92	33.01
W1476	01000	DENISE CT	CELESTE WAY	CDS - END	326	37	12,062	R - Residential/Local	A - AC	62	16.42
WDEPR	01000	DEPASQUALLE RD	GLAZEBROOK RD	GEORGE AVE	2,963	40	118,520	R - Residential/Local	A - AC	88	31.01
WDEVL	01000	DEVONSHIRE LN	CHESTERFIELD LN	CDS - END	630	36	22,680	R - Residential/Local	A - AC	80	26.01
WDOHC	01000	DOHENY CIR	GEORGE AVE	CDS - END	1,032	36	37,152	R - Residential/Local	A - AC	88	31.01
W9418	01000	DONIELLE CT	MAYES LN	CDS - WEST END	242	36	8,712	R - Residential/Local	A - AC	83	30.52
W9418	02000	DONIELLE CT	MAYES LN	CDS - EAST END	234	36	8,424	R - Residential/Local	A - AC	77	24.01
WDORC	01000	DOROF CT	CANYON DR	CDS - NORTH END	1,100	32	35,200	R - Residential/Local	A - AC	92	33.01
WDULR	01000	DULOCK RD	DOHENY CIR	SUSAN DR	753	36	27,108	R - Residential/Local	A - AC	88	31.01
W1136	01000	DUNN ST	GRUWELL ST	ELM ST	650	24	15,600	R - Residential/Local	A - AC	83	31.81
W1136	02000	DUNN ST	ELM ST	CENTRAL ST	683	25	17,075	R - Residential/Local	O - AC/AC	83	35.28
W1136	03000	DUNN ST	CENTRAL ST	SOUTH PASADENA ST	1,323	22	29,106	R - Residential/Local	A - AC	54	11.88
W1071	01000	DURANGO CT	UNION ST	CDS - END	1,105	40	44,200	R - Residential/Local	A - AC	54	11.3
W9202	01000	EL DIAMANTE DR	ROSITA DR	PLATA CT	1,852	36	66,672	R - Residential/Local	A - AC	90	37.32
W1138	01000	ELBERTA RD	MISSION TR	MESA DR	1,591	25	39,775	R - Residential/Local	O - AC/AC	78	29.85
W1017	01000	ELBOW CREEK TRL	BARRENGO DR	CANYON RANCH RD	346	33	11,418	R - Residential/Local	A - AC	65	18.19
W9414	01000	ELIZABETH LN	CLINTON KEITH RD	END	412	52	21,424	R - Residential/Local	A - AC	83	30.77
W9414	02000	ELIZABETH LN	412' N CLINTON KEITH RD	COUNTRY PARK DR	778	36	28,008	R - Residential/Local	A - AC	83	30.77
W9414A	01000	ELIZABETH LN	PRIELIPP RD	END	865	36	31,140	R - Residential/Local	A - AC	83	28.33
W1144	01000	ELM ST	FRONT ST	PALOMAR ST	969	24	23,256	R - Residential/Local	A - AC	81	26.65
W1144	02000	ELM ST	GRAND AVE	DARBY ST	1,134	28	31,752	R - Residential/Local	A - AC	78	24.73
W1144	03000	ELM ST	CORAL ROCK LN	END	166	36	5,976	R - Residential/Local	A - AC	88	31.01
W1885	01000	EMPIRE PENGUIN RD	OCTOPUS LN	1150' W OCTOPUS LN	1,150	32	36,800	R - Residential/Local	A - AC	64	14.72
W1885	02000	EMPIRE PENGUIN RD	1150' W OCTOPUS LN	FREDERICK ST	126	36	4,536	R - Residential/Local	A - AC	67	18.06
W9204	01000	ESMERALDA CT	EL DIAMANTE DR	CDS - END	530	32	16,960	R - Residential/Local	A - AC	90	37.32
W1073	01000	FALCON CREST CIR	CHERRY ST	END	340	33	11,220	R - Residential/Local	A - AC	69	21.25
WFALEC	01000	FALLING LEAF CT	SHADOW CANYON TRL	CDS - END	354	32	11,328	R - Residential/Local	A - AC	82	27.51
WFINC	01000	FINCH CT	DEPASQUALLE RD	CDS - END	191	36	6,876	R - Residential/Local	A - AC	88	31.01
W7554	01000	FLAX LN	HARVEST WAY EAST	HIDDEN HOLLOW DR	434	37	16,058	R - Residential/Local	A - AC	57	13.11
WFODER	01000	FOX DEN RD	SWEET NECTAR RD	SHEILA LN	1,242	32	39,744	R - Residential/Local	A - AC	87	30.51

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W1674	01000	FREDERICK ST	MOMAT AVE	TEIL GLEN RD	2,706	41	110,946	R - Residential/Local	A - AC	92	43.09
W1674	02000	FREDERICK ST	TEIL GLEN RD	CHARLES ST	811	40	32,440	R - Residential/Local	A - AC	82	28.24
W1674	03000	FREDERICK ST	CHARLES ST	PALOMAR ST	1,367	36	49,212	R - Residential/Local	A - AC	73	21.61
W1223	01000	FRONT ST	GRUWELL ST	CENTRAL ST	1,331	22	29,282	R - Residential/Local	A - AC	68	18.63
W1223	02000	FRONT ST	CENTRAL ST	PENROSE ST	667	25	16,675	R - Residential/Local	A - AC	73	24.14
W1223	03000	FRONT ST	PENROSE ST	SOUTH PASADENA ST	664	32	21,248	R - Residential/Local	A - AC	87	37.69
W7559	01000	FURROW CT 74	MILL POND DR	CDS - END	389	29	11,281	R - Residential/Local	A - AC	69	21.17
W1171	01000	GAFFORD RD	LEMON ST / LOST RD	GREAT FALLS RD	2,100	26	54,600	R - Residential/Local	A - AC	71	22.25
W1171	02000	GAFFORD RD	GREAT FALLS RD	881' E GREAT FALLS RD	881	40	35,240	R - Residential/Local	A - AC	74	25.36
W1171	03000	GAFFORD RD	881' E GREAT FALLS RD	1577' E GREAT FALLS RD	696	30	20,880	R - Residential/Local	A - AC	78	24.77
W9226	01000	GARDENA LN	IRIS LN	CDS - END	374	36	13,464	R - Residential/Local	A - AC	90	36.81
W1651	01000	GATU CT	NAVUT AVE	CDS - END	314	33	10,362	R - Residential/Local	A - AC	80	26.01
W9892	01000	GELDING CT	MUSTANG SPIRIT LN	CDS - END	321	28	8,988	R - Residential/Local	A - AC	83	27.78
WGEOA	01000	GEORGE AVE	LA ESTRELLA ST	CLINTON KEITH RD	2,569	30	77,070	R - Residential/Local	A - AC	88	31.01
W1675	01000	GIERSON AVE	WANKI AVE	END	1,323	36	47,628	R - Residential/Local	A - AC	60	15.29
WGLAR	01000	GLAZEBROOK RD	DEPASQUALLE RD	SUSAN DR	1,257	30	37,710	R - Residential/Local	A - AC	88	31.01
W9099	01000	GLEN LN	BILLIE ANN RD	CERVERA RD	992	33	32,736	R - Residential/Local	A - AC	87	35.42
W9227	01000	GOLDENROD LN	IRIS LN	CDS - END	369	36	13,284	R - Residential/Local	A - AC	89	35.4
W1140	01000	GOLDFIELD ST	TRILLIUM DR	END	91	36	3,276	R - Residential/Local	A - AC	77	24.1
W1180A	01000	GRAND AVE	CENTRAL ST	SOUTH PASADENA ST	1,285	24	30,840	A - Arterial	O - AC/AC	89	29.13
W1180A	02000	GRAND AVE	SOUTH PASADENA ST	MC VICAR ST	2,776	42	116,592	A - Arterial	A - AC	72	15.47
W1180A	03000	GRAND AVE	MC VICAR ST	CLINTON KEITH RD	4,631	26	120,406	A - Arterial	A - AC	88	24.37
W1180B	01000	GRAND AVE	CORYDON ST	HIXON ST	5,435	26	141,310	A - Arterial	O - AC/AC	76	19.35
W1180B	02000	GRAND AVE	HIXON ST	CENTRAL ST	5,426	26	141,076	A - Arterial	O - AC/AC	80	22.52
W1346	01000	GRAPE SPUR LN	GRAPE ST	ALMOND ST	319	26	8,294	R - Residential/Local	A - AC	74	19.57
W1620	01000	GRAPE ST	LEMON ST	OLIVE ST	3,430	35	120,050	C - Collector	A - AC	60	8.16
W1620	02000	GRAPE ST	OLIVE ST	LAKE ELSINORE C L	5,146	37	190,402	C - Collector	O - AC/AC	81	22.77
W1247	01000	GRAY EAGLE CT	UNION ST	CDS - END	625	36	22,500	R - Residential/Local	A - AC	75	26.15
W1709	01000	GREAT FALLS RD	TAMERRON WY	GAFFORD RD	1,784	36	64,224	R - Residential/Local	A - AC	67	19.64
W3754	01000	GREEN BEAN LN	BUTTERCHURN RD	CDS - END	421	33	13,893	R - Residential/Local	A - AC	72	21.01
W9640	01000	GREEN PARROT WAY	HARBOR SEAL CT	CATT RD	241	36	8,676	R - Residential/Local	A - AC	83	29.73
W9406	01000	GREENHOUSE CT	ROSEDOWN LN	CDS - END	129	36	4,644	R - Residential/Local	A - AC	83	30.77

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W9641	01000	GREY WHALE LN	CANNERY RD	HARBOR SEAL CR	276	36	9,936	R - Residential/Local	A - AC	83	29.65
W1187	01000	GROVE ST	ALMOND ST	ORANGE ST	1,263	30	37,890	R - Residential/Local	A - AC	80	24.39
W1187	02000	GROVE ST	ORANGE ST	CHERRY ST	1,295	23	29,785	R - Residential/Local	O - AC/AC	79	27.48
W1187	03000	GROVE ST	CHERRY ST	WHITE ST	1,320	30	39,600	R - Residential/Local	S - ST	82	18.92
W1188	01000	GRUWELL ST	GRAND AVE	1475' SW PALOMAR ST	1,197	27	32,319	C - Collector	O - AC/AC	72	17.59
W1188	02000	GRUWELL ST	1475' SW PALOMAR ST	PALOMAR ST	1,475	27	39,825	C - Collector	A - AC	79	16.12
W1188	03000	GRUWELL ST	PALOMAR ST	ORANGE ST	732	26	19,032	C - Collector	A - AC	68	10.76
W1188A	01000	GRUWELL ST	BAXTER RD	SHOEMAKER DR	972	14	13,608	R - Residential/Local	A - AC	38	4.17
W1188A	02000	GRUWELL ST	SHOEMAKER DR	ORANGE ST	1,102	30	33,060	R - Residential/Local	A - AC	73	22.08
WHAIC	01000	HAILEY CT	AGAPE LN	CDS - END	238	26	6,188	R - Residential/Local	A - AC	87	30.51
W9639	01000	HARBOR SEAL CT	GREY WHALE LN	CDS - END	1,179	36	42,444	R - Residential/Local	A - AC	83	29.65
W3240	01000	HARROW HILL RD	THE FARM RD	CDS - END	1,362	32	43,584	R - Residential/Local	A - AC	71	20.41
W7457	01000	HARVEST WAY	BUNDY CANYON RD	6635' SE BUNDY CANYON RD	6,635	40	265,400	R - Residential/Local	A - AC	59	14.67
W7553	01000	HARVEST WAY EAST	BUNDY CANYON RD	DEEP WELL RD	1,846	29	53,534	R - Residential/Local	A - AC	80	26.01
W7553	02000	HARVEST WAY EAST	DEEP WELL RD	CORNSTALK RD	3,594	40	143,760	R - Residential/Local	A - AC	54	11.45
W7553	0300	HARVEST WAY EAST	CORNSTALK RD	177' S BUTTERCHURN RD	2,629	40	105,160	R - Residential/Local	A - AC	80	26.01
W1339	01000	HARWOOD LN	PALOMAR ST	WING ELM CIR	197	36	7,092	R - Residential/Local	A - AC	80	30.39
W1988	01000	HAYFIELD CIR	THE FARM RD	CDS - END	977	36	35,172	R - Residential/Local	A - AC	75	22.85
W7462	01000	HAYLOFT RD	WINDMILL RD	CDS - END	426	29	12,354	R - Residential/Local	A - AC	68	20.39
W3234	01000	HAYRAKE CIR	WINDMILL RD	CDS - END	316	33	10,428	R - Residential/Local	A - AC	65	16.94
W9220	01000	HELIOTROPE LN	IRIS LN	CDS - END	973	36	35,028	R - Residential/Local	A - AC	90	36.81
W1994	01000	HICKORY LN	CASHEW ST	CDS - END	2,124	40	84,960	R - Residential/Local	O - AC/AC	78	26.13
W1122	01000	HIDDEN GLEN CIR	CANYON DR	CDS - END	580	32	18,560	R - Residential/Local	A - AC	71	22.61
W7560	01000	HIDDEN HOLLOW DR	100' S FLAX LN	300' N DEEP WELL RD	2,099	37	77,663	R - Residential/Local	A - AC	63	16.81
W1857	01000	HIDDEN SPRINGS RD	CLINTON KEITH RD	END	631	24	15,144	R - Residential/Local	A - AC	83	27.93
W1857	02000	HIDDEN SPRINGS RD	CLINTON KEITH RD	CATT RD	1,407	42	59,094	R - Residential/Local	A - AC	81	26.51
WHIOAC	01000	HIGHLAND OAKS CT	ARNETT RD	CDS - END	325	32	10,400	R - Residential/Local	A - AC	84	28.51
W1512	01000	HILL SPRING RD	WELLS PL	ALDERBROOK RD	578	36	20,808	R - Residential/Local	A - AC	76	26.19
W1550	01000	HILLCREST CT	GAFFORD RD	CDS - END	359	32	11,488	R - Residential/Local	A - AC	79	25.41
W1526	01000	HILLSHORE CT	SELLERS RD	417' W & E SELLERS RD	417	32	13,344	R - Residential/Local	A - AC	60	14.65
W9884	01000	HITCHING POST LN	STIRUP DR	CRIMSON LASSO DR	280	36	10,080	R - Residential/Local	A - AC	83	27.78
W7458	01000	HOMESTEAD LN	HARVEST WY	WAGON WHEEL LN	1,137	37	42,069	R - Residential/Local	A - AC	68	18.64

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W9887	01000	HOOFPRIINT DR	LIPIZZAN LN	BRIDLEPATH LN	450	36	16,200	R - Residential/Local	A - AC	83	27.78
W9885	01000	HORSESHOE CT	CRIMSON LASSO DR	CDS - END	418	28	11,704	R - Residential/Local	A - AC	83	27.78
W1121	01000	HUNTERS RUN CT	CHERRY ST	CDS - END	621	32	19,872	R - Residential/Local	A - AC	74	25.27
W1646	01000	HUNWUT DR	CERVERA RD	CDS - END	1,276	33	42,108	R - Residential/Local	A - AC	78	29.18
W1196	01000	ILLINOIS ST	PENROSE ST	CENTRAL ST	646	25	16,150	R - Residential/Local	A - AC	68	19.95
W1181	01000	INLAND VALLEY DR	PRIELIPP RD	END	1,310	61	79,910	R - Residential/Local	A - AC	31	1.9
W1181	02000	INLAND VALLEY DR	1310' N PRIELIPP RD	CLINTON KEITH RD	1,266	30	37,980	R - Residential/Local	A - AC	23	0
W9198	01000	IODINE SPRINGS RD	CLINTON KEITH RD	SENNA DR	3,070	32	98,240	R - Residential/Local	A - AC	89	34.57
W9221	01000	IRIS LN	HELIOTROPE LN	CARNATION LN	764	36	27,504	R - Residential/Local	A - AC	90	36.81
WJACA	01000	JACKSON AVE	JANA LN	EAST END	416	40	16,640	R - Residential/Local	A - AC	77	24.01
W1078	01000	JASMINE AVE	FREDERICK ST	BALSAM ST	235	36	8,460	R - Residential/Local	A - AC	75	26.27
W1296	01000	JENNIFER DR	COMO ST	WALNUT ST	1,685	40	67,400	R - Residential/Local	O - AC/AC	79	27.43
W9698	01000	JOY CT	MADORA DR	CDS - END	366	28	10,248	R - Residential/Local	A - AC	83	28.88
W1277	01000	KASABA CT	GRAY EAGLE CT	CDS - END	400	32	12,800	R - Residential/Local	A - AC	66	18.61
WKEAC	01000	KEANE CT	GLAZEBROOK RD	CDS - END	394	36	14,184	R - Residential/Local	A - AC	88	31.01
W9656	01000	KENTMAN CT	ELIZABETH LN	CDS - END	552	36	19,872	R - Residential/Local	A - AC	83	29.57
W1066	01000	KIRKWOOD CT	PALOMAR ST	ANSON WAY	509	29	14,761	R - Residential/Local	A - AC	57	12.95
W1662	01000	KISH CIR	TEMET ST	CDS - END	218	33	7,194	R - Residential/Local	A - AC	92	43.89
W1669	01000	KOLO CT	WOSHKA LN	CDS - END	228	33	7,524	R - Residential/Local	A - AC	90	37.15
W1664	01000	KUKA CIR	WOSHKA LN	CDS - END	275	33	9,075	R - Residential/Local	A - AC	81	26.65
W1649	01000	KUNA CT	ATUPA AVE	CDS - END	213	33	7,029	R - Residential/Local	A - AC	90	37.96
W1249	01000	LA CIENEGA DR	LAKEVIEW TERRACE	MESA DR	273	26	7,098	R - Residential/Local	O - AC/AC	83	37.33
W9201	01000	LA ESTRELLA ST	806' W PORRAS RD	PORRAS RD	806	32	25,792	R - Residential/Local	A - AC	87	31.26
W9201	02000	LA ESTRELLA ST	PORRAS RD	SALIDA DEL SOL	2,550	30	76,500	R - Residential/Local	A - AC	89	35.91
W9201	03000	LA ESTRELLA ST	SALIDA DEL SOL	MEADOW PARK CIR	1,496	60	89,760	R - Residential/Local	A - AC	80	26.01
W9201	04000	LA ESTRELLA ST	MEADOW PARK CIR	CROSSROADS ST	2,658	60	159,480	R - Residential/Local	A - AC	82	29.36
WLACC	01000	LACASELLA CT	WALNUT ST	CDS - END	302	32	9,664	R - Residential/Local	A - AC	80	26.01
W1291	01000	LAGUNA RD	ALMOND ST	WESLEY ST	246	30	7,380	R - Residential/Local	A - AC	78	24.77
W1291	02000	LAGUNA RD	WESLEY ST	CABERNET PL	1,105	32	35,360	R - Residential/Local	A - AC	83	28.49
W1253	01000	LAKEVIEW TER	MALAGA RD	SEDCO BLVD	2,760	26	71,760	R - Residential/Local	A - AC	83	30.95
W1253	02000	LAKEVIEW TER	SEDCO BLVD	OLIVE ST	2,267	21	47,607	R - Residential/Local	A - AC	76	23.41
W1725	01000	LAKEWOOD DR	SELLERS RD	TAMERRON WAY	479	36	17,244	R - Residential/Local	A - AC	70	21.74
WLANC	01000	LANCER CT	POPLAR CREST RD	CDS - END	215	36	7,740	R - Residential/Local	A - AC	88	31.01

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W1126	01000	LARKSPUR DR	TRILLIUM DR	TWINFLOWER AVE	1,144	36	41,184	R - Residential/Local	A - AC	75	26.27
W1707	01000	LEAF STOCK TRL	BRECKENRIDGE TR	CANYON RANCH RD	253	36	9,108	R - Residential/Local	A - AC	74	25.25
W1259	01000	LEMON ST	MISSION TR	LOQUAT ST	2,667	38	101,346	C - Collector	A - AC	64	9.69
W1259	02000	LEMON ST	LOQUAT ST	GRAPE ST	1,273	44	56,012	C - Collector	O - AC/AC	83	24.82
W1259	03000	LEMON ST	GRAPE ST	771' SW GAFFORD RD	2,444	40	97,760	C - Collector	A - AC	81	16.88
W1259	04000	LEMON ST	771' SW GAFFORD RD	GAFFORD RD	771	28	21,588	C - Collector	A - AC	2	0
W1263	01000	LEWIS ST	MISSION TRL	756' E MISSION TRL	756	23	17,388	R - Residential/Local	A - AC	64	16.34
WLEXL	01000	LEXI LN	CATT RD	NONNIE DR	1,395	32	44,640	R - Residential/Local	A - AC	84	28.51
W1266	01000	LIME ST	ORCHARD ST	END	1,072	25	26,800	R - Residential/Local	A - AC	79	25.32
W1896	01000	LINDA VISTA LN	WAITE ST	CDS - END	535	29	15,515	R - Residential/Local	O - AC/AC	80	27.05
W9886	01000	LIPIZZAN LN	MUSTANG SPIRIT LN	HOOFPRIINT DR	1,239	36	44,604	R - Residential/Local	A - AC	83	27.78
W9655	01000	LITTLE BOOK CIR	SMITH RANCH RD	CDS - END	441	36	15,876	R - Residential/Local	A - AC	83	29.57
W1272	01000	LOQUAT ST	LEMON ST	VICTORIAN LN	1,320	21	27,720	R - Residential/Local	A - AC	72	23.65
WLORR	01000	LORING RD	VERDE VISTA WAY	131' E BUTCHART ST	1,134	36	40,824	R - Residential/Local	A - AC	80	26.01
W1541	01000	LOST RD	GAFFORD RD	END	1,965	22	43,230	R - Residential/Local	O - AC/AC	75	23.51
W9696	01000	MADORA DR	CATT RD	TIMBER RIDGE CT	1,277	36	45,972	R - Residential/Local	A - AC	83	28.88
W1289	01000	MALAGA RD	MISSION TRL	824' E MISSION TRL	824	12	9,888	R - Residential/Local	A - AC	19	0
W1289	02000	MALAGA RD	824' E MISSION TRL	1274' E MISSION TRL	450	11	4,950	R - Residential/Local	A - AC	27	0.79
WMANC	01000	MANDARIN CT	HARVEST WAY E	CDS - END	367	36	13,212	R - Residential/Local	A - AC	80	26.01
W1207	01000	MAPLE TREE LN	WINDTREE AVE	END	356	37	13,172	R - Residential/Local	O - AC/AC	76	22.33
W1510	01000	MAPLELEAF CT	ALDERBROOK RD	CDS - END	331	36	11,916	R - Residential/Local	A - AC	76	26.19
WMARC	01000	MARBLE CT	CHERT LN	CDS - END	203	36	7,308	R - Residential/Local	A - AC	88	31.01
W1298	01000	MARIPOSA RD	LAKEVIEW TERRACE	MISSION TRL	1,076	22	23,672	R - Residential/Local	O - AC/AC	78	29.85
W1157	01000	MARSH LN	RASPBERRY LN	GIERSON AVE	1,053	36	37,908	R - Residential/Local	A - AC	66	17.62
W9658	01000	MAURI CT	SMITH RANCH RD	CDS - END	508	36	18,288	R - Residential/Local	A - AC	80	25.6
W9417	01000	MAYES LN	UNION ST	CDS - END	700	36	25,200	R - Residential/Local	A - AC	83	30.52
W1513	01000	MAYHALL DR	TRAILWOOD CT	ALDERBROOK RD	614	40	24,560	R - Residential/Local	A - AC	77	27.24
W1741	01000	MC CORMICK CT	TAMERRON WY	CDS - END	152	28	4,256	R - Residential/Local	A - AC	67	19.64
W1303	01000	MC VICAR ST	GRAND AVE	PALOMAR ST	2,482	28	69,496	R - Residential/Local	O - AC/AC	71	19.66
WMEGLC	01000	MEADOW GLEN CT	MEADOW RIDGE LN	CDS - END	549	32	17,568	R - Residential/Local	A - AC	89	31.51
W9415	01000	MEADOW PARK CIR	LA ESTRELLA ST	CDS - END	744	36	26,784	R - Residential/Local	A - AC	83	30.77
WMERIL	01000	MEADOW RIDGE LN	PALOMAR ST	CDS - END	974	36	35,064	R - Residential/Local	A - AC	89	31.51
W3865	01000	MEADOWVIEW CT	THE FARM RD	CDS - END	366	29	10,614	R - Residential/Local	A - AC	71	22.9

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W9891	01000	MERIDIAN CT	LIPIZZAN LN	CDS - END	319	28	8,932	R - Residential/Local	A - AC	83	27.78
W1305	01000	MESA DR	ELBERTA RD	END	634	21	13,314	R - Residential/Local	A - AC	83	32.4
W1305	02000	MESA DR	2308' N OLIVE ST	OLIVE ST	2,308	24	55,392	R - Residential/Local	A - AC	63	15.79
WMICC	01000	MICHAEL CT	VIA SARAH	CDS - END	352	36	12,672	R - Residential/Local	A - AC	80	26.01
W7557	01000	MILL POND DR	HARVEST WAY EAST	CORNSTALK RD	1,593	36	57,348	R - Residential/Local	A - AC	66	18.9
W7557	02000	MILL POND DR	CORNSTALK RD	WAGON TRAIN DR	1,032	36	37,152	R - Residential/Local	A - AC	80	26.01
W7557	03000	MILL POND DR	CORNSTALK RD	117 S BUTTERCHURN RD	2,629	40	105,160	R - Residential/Local	A - AC	80	26.01
W1619A	01000	MISSION TRL	PALOMAR ST	WALNUT ST	1,797	65	116,805	A - Arterial	A - AC	75	16.85
W1619A	02000	MISSION TRL	WALNUT ST	CORYDON ST	4,894	65	318,110	A - Arterial	A - AC	77	17.77
W1619B	01000	MISSION TRL	CORYDON ST	VINE ST	2,422	25	60,550	A - Arterial	A - AC	82	24.37
W1619B	02000	MISSION TRL	VINE ST	MALAGA RD	4,972	27	134,244	A - Arterial	A - AC	81	23.36
W1648	01000	MOMAT AVE	PASHAL PL	FREDERICK ST	1,416	41	58,056	R - Residential/Local	A - AC	92	42.29
W3245	01000	MONTE VISTA DR	BAXTER RD	BUNDY CANYON RD	6,471	33	213,543	R - Residential/Local	A - AC	45	7.53
WMORW	01000	MORELOCK WAY	PALOMAR ST	ALBERT ST	360	20	7,200	R - Residential/Local	A - AC	72	21.01
W1317	01000	MOUNTAIN VIEW AVE	LAKEVIEW TERRACE	OLIVE ST	617	23	14,191	R - Residential/Local	A - AC	62	15.26
WMURR	01000	MURREN RD	DEPASQUALLE RD	CDS - END	160	36	5,760	R - Residential/Local	A - AC	88	31.01
W1319	01000	MUSCATEL RD	LAKEVIEW TERRACE	END	594	24	14,256	R - Residential/Local	A - AC	79	25.8
W9888	01000	MUSTANG SPIRIT LN	HOOFPRINT DR	CDS - END	2,086	36	75,096	R - Residential/Local	A - AC	83	27.78
W1667	01000	NAKI CIR	WOSHKA LN	CDS - END	156	33	5,148	R - Residential/Local	A - AC	90	37.42
W9699	01000	NAN ST	MADORA DR	CATT RD	501	36	18,036	R - Residential/Local	A - AC	83	28.88
W1653	01000	NAVUT AVE	WANKI AVE	FREDERICK ST	1,157	37	42,809	R - Residential/Local	A - AC	86	31.96
WNOND	01000	NONNIE DR	LEXI LN	CDS - END	921	32	29,472	R - Residential/Local	A - AC	84	28.51
WNUTS	01000	NUTMEG ST	VIA SARAH	END	61	60	3,660	R - Residential/Local	A - AC	80	26.01
W1688	01000	OAK CANYON DR	VALLEY VISTA CIR	BUNDY CANYON RD	375	36	13,500	R - Residential/Local	A - AC	60	14.47
WOAHOC	01000	OAK HOLLOW CT	WHISPERING GLEN TRL	CDS - END	266	32	8,512	R - Residential/Local	A - AC	82	27.51
W1165	01000	OAKMORE LN	BIGLEAF LN	PRAIRE RD	302	36	10,872	R - Residential/Local	A - AC	71	21.53
W1884	01000	OCTOPUS LN	TEIL GLEN RD	EMPIRE PENGUIN RD	256	32	8,192	R - Residential/Local	A - AC	83	32.96
W3756	01000	OLIVE GROVE RD	HARVEST WAY	CD - END	2,420	36	87,120	R - Residential/Local	A - AC	68	20.67
W1333	01000	OLIVE ST	MISSION TRL	GRAPE ST	2,554	26	66,404	C - Collector	A - AC	44	4.02
W9217	01000	OPALO RD	ROSITA DR	END	107	36	3,852	R - Residential/Local	A - AC	90	37.32
W1335	01000	ORANGE ST	BUNDY CANYON RD	GRUWELL ST	7,070	25	176,750	C - Collector	A - AC	75	13.4
W1335A	01000	ORANGE ST	WAITE ST	BUNDY CANYON RD	1,359	39	53,001	R - Residential/Local	A - AC	79	25.34

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W1335B	01000	ORANGE ST	WAITE ST	LEMON ST	1,339	21	28,119	R - Residential/Local	O - AC/AC	80	26.69
W1338	01000	ORCHARD ST	CASHEW ST	WALNUT ST	844	41	34,604	R - Residential/Local	A - AC	61	14.81
W1338	02000	ORCHARD ST	WALNUT ST	CANYON DR	1,289	24	30,936	R - Residential/Local	A - AC	80	26.64
W1338	03000	ORCHARD ST	CANYON DR	BUNDY CANYON RD	1,284	32	41,088	R - Residential/Local	A - AC	81	28.92
W1338A	01000	ORCHARD ST	LEMON ST	OLIVE ST	2,716	23	62,468	R - Residential/Local	A - AC	75	22.79
W9209	01000	ORO CT	SENNA DR	CDS - END	181	32	5,792	R - Residential/Local	A - AC	90	37.32
W1075	01000	OSPREY CT	CHERRY ST	CDS - END	575	33	18,975	R - Residential/Local	A - AC	64	17.59
W1343	01000	PALOMAR ST	CORYDON ST	FLANDERS LN	3,764	30	112,920	C - Collector	O - AC/AC	71	17.94
W1343	02000	PALOMAR ST	FLANDERS LN	MISSION TRL	527	36	18,972	C - Collector	A - AC	80	15.57
W1343A	01000	PALOMAR ST	MISSION TRL	ELM ST	5,851	26	152,126	A - Arterial	O - AC/AC	71	16.78
W1343A	02000	PALOMAR ST	ELM ST	PENROSE ST	1,403	54	75,762	A - Arterial	A - AC	71	16.06
W1343A	03000	PALOMAR ST	PENROSE ST	580' NW ARNOLD LN	2,292	26	59,592	A - Arterial	O - AC/AC	78	21.36
W1343A	04000	PALOMAR ST	580' NW ARNOLD LN	520' SE MC VICAR ST	1,599	26	41,574	A - Arterial	A - AC	77	20.41
W1343A	05000	PALOMAR ST	520' SE MC VICAR ST	CLINTON KEITH RD	3,592	26	93,392	A - Arterial	O - AC/AC	70	16.19
W1343A	06000	PALOMAR ST	CLINTON KEITH RD	203' E HARWOOD LN	2,164	49	106,036	A - Arterial	A - AC	68	14.93
W1343A	07000	PALOMAR ST	203' E HARWOOD LN	MURRIETA C L	3,207	28	89,796	A - Arterial	A - AC	70	14.61
W9403	01000	PARKLAND CT	ELIZABETH LN	CDS - END	578	36	20,808	R - Residential/Local	A - AC	83	30.77
W1687	01000	PARKSIDE CT	VALLEY VISTA CIR	CDS - END	271	32	8,672	R - Residential/Local	A - AC	79	25.38
W9413	01000	PARKWOOD CT	COUNTRY PARK DR	CDS - END	112	36	4,032	R - Residential/Local	A - AC	81	28.03
W1647	01000	PASHAL PL	WANKI AVE	MOMAT AVE	1,283	41	52,603	R - Residential/Local	A - AC	74	25.41
W9404	01000	PASTURE CT	SMITH RANCH RD	CDS - END	258	36	9,288	R - Residential/Local	A - AC	83	30.77
W1657	01000	PAVLA CT	TEMET ST	CDS - END	321	33	10,593	R - Residential/Local	A - AC	78	24.73
W1671	01000	PAWI CT	FREDERICK ST	CDS - END	220	33	7,260	R - Residential/Local	A - AC	91	39.59
W1334	01000	PECAN ST	SOUTH PASADENA ST	END	1,124	25	28,100	R - Residential/Local	A - AC	76	23.46
W1334	02000	PECAN ST	CENTRAL ST	GRUWELL ST	1,330	26	34,580	R - Residential/Local	A - AC	74	22.21
W1990	01000	PENROSE ST	PECAN ST	DARBY ST	735	24	17,640	R - Residential/Local	A - AC	81	26.64
W1990A	01000	PENROSE ST	FRONT ST	ILLINOIS ST	326	17	5,542	R - Residential/Local	A - AC	81	26.65
W9211	01000	PERLA PL	BRILLANTE DR	SENNA DR	342	36	12,312	R - Residential/Local	A - AC	89	35.91
W1811	01000	PHEASANT RUN CIR	SUNNYBROOK DR	CDS - END	293	31	9,083	R - Residential/Local	A - AC	78	28.59
W9409	01000	PICNIC LN	CREST MEADOW DR	COUNTRY PARK DR	400	36	14,400	R - Residential/Local	A - AC	83	30.77
WPIGIC	01000	PINK GINGER CT	PASADENA ST	CDS - END	533	32	17,056	R - Residential/Local	A - AC	81	26.51
W3231	01000	PITCHFORK CIR	PLOWSHARE RD	CDS - END	385	29	11,165	R - Residential/Local	A - AC	75	22.85
W9208	01000	PLATA CT	EL DIAMANTE DR	CDS - END	381	32	12,192	R - Residential/Local	A - AC	90	37.32

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W3230	01000	PLOWSHARE RD	CORNSTALK RD	CDS - END	2,720	37	100,640	R - Residential/Local	A - AC	72	21.01
W9224	01000	POINSETTIA LN	DAHLIA LN	CDS - END	378	36	13,608	R - Residential/Local	A - AC	90	36.81
W1722	01000	POINTE CIR	WAITE ST	CDS - END	152	29	4,408	R - Residential/Local	A - AC	58	13.87
W3177	01000	PONY CART TURN	SILVER SPUR LN	CDS - END	216	32	6,912	R - Residential/Local	A - AC	43	6.14
WPOCRR	01000	POPLAR CREST RD	LANCER CT	DEPASQUALLE RD	956	36	34,416	R - Residential/Local	A - AC	88	31.01
WPOCRR	02000	POPLAR CREST RD	DEPASQUALLE RD	CDS - END	866	36	31,176	R - Residential/Local	A - AC	88	31.01
W9200	01000	PORRAS RD	LA ESTRELLA ST	2622' N LA ESTRELLA ST	2,622	30	78,660	R - Residential/Local	A - AC	89	34.57
WPORC	01000	PORTICA CT	CROSSROADS ST	CDS - END	400	36	14,400	R - Residential/Local	A - AC	80	26.01
W9212	01000	PORTOLA PL	BRILLANTE DR	ROSITA DR	878	36	31,608	R - Residential/Local	A - AC	90	37.32
W1156	01000	PRAIRIE RD	GIERSON AVE	CERVERA RD	1,372	36	49,392	R - Residential/Local	A - AC	70	20.7
W1276	01000	PRIELIPP RD	INLAND VALLEY DR	ELIZABETH LN	2,645	33	87,285	R - Residential/Local	A - AC	66	18.97
W1276	02000	PRIELIPP RD	ELIZABETH LN	JANA LN	967	44	42,548	R - Residential/Local	A - AC	73	21.61
W9219	01000	PRIMROSE LN	PALOMAR ST	HELIOTROPE LN	114	36	4,104	R - Residential/Local	A - AC	87	30.47
WPROC	01000	PROTEA CT	PASADENA CT	CDS - END	531	32	16,992	R - Residential/Local	A - AC	81	26.51
WPUML	01000	PUMICE LN	WINDSTONE DR	CENTRAL ST	470	36	16,920	R - Residential/Local	A - AC	88	31.01
WPUML	02000	PUMICE LN	CENTRAL ST	CDS - END	639	36	23,004	R - Residential/Local	A - AC	88	31.01
W3761	01000	PUMPKIN PATCH RD	THE FARM RD	NORTH END	141	36	5,076	R - Residential/Local	A - AC	66	19.21
W3761	02000	PUMPKIN PATCH RD	THE FARM RD	SOUTH END	459	37	16,983	R - Residential/Local	A - AC	56	12.66
W1672	01000	QUAI CIR	FREDERICK ST	CDS - END	161	33	5,313	R - Residential/Local	A - AC	91	43.18
W1808	01000	QUAIL CREEK LN	SUNNYBROOK DR	END	534	36	19,224	R - Residential/Local	A - AC	81	32.14
W9105	01000	QUARTZ WAY	PASADENA ST	CDS - END	632	32	20,224	R - Residential/Local	A - AC	90	37.71
W1681	01000	QUEENSBURY CT	BILLIE ANN RD	CDS - END	275	33	9,075	R - Residential/Local	A - AC	92	42.06
W7555	01000	RAINBARREL RD	CORNSTALK RD	128' S CORNSTALK RD	1,234	37	45,658	R - Residential/Local	A - AC	75	26.39
W1162	01000	RASPBERRY LN	BIG LEAF LN	MARSH LN	612	36	22,032	R - Residential/Local	A - AC	67	18.35
W1931	01000	RAYNOR LN	ORANGE ST	END	650	33	21,450	R - Residential/Local	A - AC	44	7.06
WREDAC	01000	RED DAWN CT	FOX DEN RD	CDS - END	313	32	10,016	R - Residential/Local	A - AC	88	31.01
W1477	01000	RIDGE OAK RD	GRAND AVE	UNION ST	1,310	32	41,920	R - Residential/Local	A - AC	61	15.78
W9412	01000	RIVER OAK CT	CREST MEADOW DR	CDS - END	255	36	9,180	R - Residential/Local	A - AC	81	28.03
W1976	01000	ROBERT ST	GRAND AVE	END	557	32	17,824	R - Residential/Local	A - AC	23	0
W1976	02000	ROBERT ST	557' S GRAND AVE	SOUTH END	600	16	9,600	R - Residential/Local	P - PCC	96	78.75
W1237	01000	ROCK ELM DR	SWEETBAY CIR	TIMBER LN	517	36	18,612	R - Residential/Local	A - AC	83	33.68
W3758	01000	ROOSTER RD	OLIVE GROVE RD	HARVEST WAY	842	36	30,312	R - Residential/Local	A - AC	71	20.41

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W9407	01000	ROSEDOWN LN	COUNTRY PARK DR	CDS - END	783	36	28,188	R - Residential/Local	A - AC	83	30.77
W9216	01000	ROSITA DR	PORRAS RD	CDS - END	1,958	34	66,572	R - Residential/Local	A - AC	89	35.91
W1500	01000	ROSS RD	151' W TRAILWOOD CT	CDS - END	517	36	18,612	R - Residential/Local	A - AC	82	33.2
W9203	01000	RUBI CT	EL DIAMANTE DR	CDS - END	314	32	10,048	R - Residential/Local	A - AC	90	37.32
W1676	01000	RUTH AVE	CHARLES ST	GIERSON AVE	1,025	37	37,925	R - Residential/Local	A - AC	80	28.68
W1293	01000	RYE LN	CASHEW ST	CDS - END	245	36	8,820	R - Residential/Local	A - AC	53	11.32
W9205	01000	SAFIRO CT	EL DIAMANTE DR	CDS - END	533	32	17,056	R - Residential/Local	A - AC	90	37.32
W9199	01000	SALIDA DEL SOL	CLINTON KEITH RD	LA ESTRELLA ST	2,640	30	79,200	R - Residential/Local	A - AC	90	37.32
W9637	01000	SEA LYON CT	TEIL GLEN RD	CDS - END	178	36	6,408	R - Residential/Local	A - AC	82	28.32
WSEAG	01000	SEAGRASS TRL	DAVID LN	VIA SARAH	1,118	36	40,248	R - Residential/Local	A - AC	80	26.01
WSERIR	01000	SEATTLE RIDGE RD	DELCA LN	AGAPE LN	939	36	33,804	R - Residential/Local	A - AC	92	33.01
W1395	01000	SEDCO BLVD	MISSION TRL	EAST END	964	50	48,200	R - Residential/Local	O - AC/AC	78	29.85
W1760	01000	SEED LEAF TRL	GREAT FALLS RD	BRECKENRIDGE TRL	258	36	9,288	R - Residential/Local	A - AC	72	23.66
W1714	01000	SELLERS RD	BUNDY CANYON RD	CDS - END	2,516	36	90,576	R - Residential/Local	A - AC	57	12.88
W9207	01000	SENNA DR	EL DIAMANTE DR	CDS - END	1,870	34	63,580	R - Residential/Local	A - AC	90	37.32
W1074	01000	SEQUOIA CIR	CHERRY ST	END	553	33	18,249	R - Residential/Local	A - AC	62	16.26
W1705	01000	SHADED MEADOW CIR	WINDWOOD LN	CDS - END	187	32	5,984	R - Residential/Local	A - AC	83	27.93
WSHACT	01000	SHADOW CANYON TRL	PALOMAR ST	WHISPERING GLEN TRL	741	32	23,712	R - Residential/Local	A - AC	92	33.01
W10057	01000	SHADY GROVE CIR	FREDERICK ST	CDS - END	224	36	8,064	R - Residential/Local	A - AC	81	24.36
W1548	01000	SHEFFIELD CT	CHELSEA LN	CDS - END	413	32	13,216	R - Residential/Local	A - AC	78	24.77
W1284	01000	SHEILA LN	GRAND AVE	END	534	35	18,690	R - Residential/Local	A - AC	65	18.02
W1284	02000	SHEILA LN	534' NE GRAND AVE	UNION ST	800	36	28,800	R - Residential/Local	A - AC	53	11.33
W1284	03000	SHEILA LN	GRAND AVE	FOX DEN RD	1,300	36	46,800	R - Residential/Local	A - AC	88	31.01
W1724	01000	SHOREVIEW CT	VIEW CREST DR	CDS - END	465	32	14,880	R - Residential/Local	A - AC	61	15.4
W1673	01000	SHOWUT AVE	WOSHKA LN	FREDERICK ST	933	37	34,521	R - Residential/Local	A - AC	74	25.26
W1652	01000	SHUIS CIR	NAVUT AVE	CDS - END	320	33	10,560	R - Residential/Local	A - AC	76	23.46
WSILC	01000	SILKTASSEL CT	BLUE MIST WAY	CDS - END	422	32	13,504	R - Residential/Local	A - AC	79	25.51
W7459	01000	SILO CIR	HOMESTEAD LN	CDS - END	215	29	6,235	R - Residential/Local	A - AC	64	16.39
W1077	01000	SILVER RUN CIR	ALMOND ST	CDS - END	658	33	21,714	R - Residential/Local	A - AC	68	20.4
W3178	01000	SILVER SPUR LN	GRUWELL ST	CDS - END	553	32	17,696	R - Residential/Local	A - AC	43	6.14
W9408	01000	SMITH RANCH RD	CLINTON KEITH RD	END	347	52	18,044	R - Residential/Local	A - AC	83	30.77

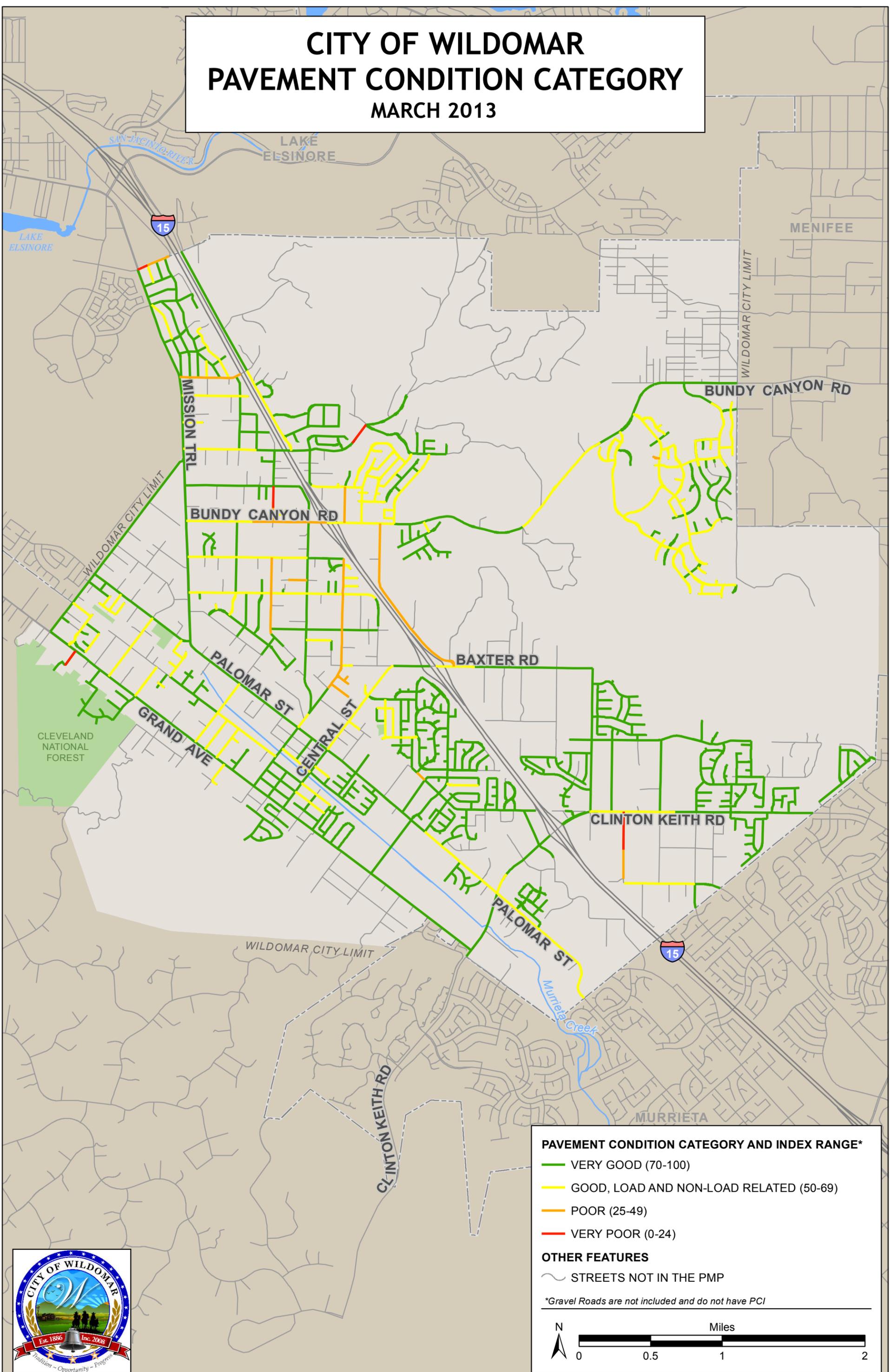
Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W9408	02000	SMITH RANCH RD	347' N CLINTON KEITH RD	COUNTRY PARK DR	615	36	22,140	R - Residential/Local	A - AC	78	24.44
W9408	03000	SMITH RANCH RD	CLINTON KEITH RD	CRIMSON LASSO DR	229	52	11,908	R - Residential/Local	A - AC	81	26.51
WSOFAC	01000	SOARING FALCON CT	SWEET NECTAR RD	CDS - END	340	32	10,880	R - Residential/Local	A - AC	87	30.51
W1991	01000	SOUTH PASADENA ST	GRAND AVE	DARBY ST	1,108	31	34,348	R - Residential/Local	A - AC	79	28.48
W1991	03000	SOUTH PASADENA ST	PALOMAR ST	CDS - NORTH END	884	30	26,520	R - Residential/Local	A - AC	78	24.67
W1991A	01000	SOUTH PASADENA ST	PALOMAR ST	FRONT ST	984	30	29,520	R - Residential/Local	A - AC	87	37.69
W3760	01000	SPLIT RAIL RD	PUMPKIN PATCH RD	CDS - END	894	33	29,502	R - Residential/Local	A - AC	62	16.51
W1711	01000	SPUR BROOK DR	BRECKENRIDGE TR	CDS - END	1,059	36	38,124	R - Residential/Local	A - AC	57	13.11
W9106	01000	STARLIGHT ST	ATHEA WY	CDS - END	1,015	32	32,480	R - Residential/Local	A - AC	91	39.12
W9893	01000	STIRUP DR	LIPIZZAN LN	HITCHING POST LN	247	36	8,892	R - Residential/Local	A - AC	83	27.78
W7556	01000	SUNBONNET CT	CORNSTALK RD	CDS - END	278	37	10,286	R - Residential/Local	A - AC	73	24.53
WSUNL	01000	SUNDROPS LN	UNION ST	CDS - END	569	32	18,208	R - Residential/Local	A - AC	79	25.51
WSUNW	01000	SUNFLOWER WAY	TRILLIUM DR	TWINFLOWER AVE	777	32	24,864	R - Residential/Local	A - AC	79	25.51
W9697	01000	SUNLIGHT CT	MADORA DR	CDS - END	147	28	4,116	R - Residential/Local	A - AC	83	28.88
W1815	01000	SUNNYBROOK DR	WINDWOOD LN	END	1,127	35	39,445	R - Residential/Local	A - AC	74	24.49
W1665	01000	SUPA CT	WANKI AVE	CDS - END	290	33	9,570	R - Residential/Local	A - AC	80	26.01
WSUSD	01000	SUSAN DR	315' N GLAZEBROOK RD	CDS -SOUTH END	1,868	36	67,248	R - Residential/Local	A - AC	88	31.01
WSWNER	01000	SWEET NECTAR RD	CRESTED FINCH CT	CDS - END	1,342	32	42,944	R - Residential/Local	A - AC	87	30.51
W1341	01000	SWEETBAY CIR	ROCK ELM DR	CDS - END	1,106	36	39,816	R - Residential/Local	A - AC	76	25.91
WSYBLC	01000	SYCAMORE BLUFF CT	SUSAN DR	CDS - END	215	36	7,740	R - Residential/Local	A - AC	88	31.01
W1064	01000	SYDNEY CT	DURANGO CT	CDS - END	367	35	12,845	R - Residential/Local	A - AC	57	12.95
W1420	01000	SYLVESTER RD	MISSION TRL	LAKEVIEW TERRACE	1,068	23	24,564	R - Residential/Local	A - AC	72	20.15
W1713	01000	TAMERRON WAY	VIEW CREST DR	SPUR BROOK DR	1,915	36	68,940	R - Residential/Local	A - AC	58	13.69
W1883	01000	TEIL GLEN RD	OCTOPUS LN	FREDERICK ST	1,158	32	37,056	R - Residential/Local	A - AC	83	32.96
W1883	02000	TEIL GLEN RD	FREDERICK ST	CHARLES ST	876	36	31,536	R - Residential/Local	A - AC	78	23.37
W1661	01000	TEMET ST	WANKI AVE	WOSHKA LN	866	37	32,042	R - Residential/Local	A - AC	76	23.46
W1710	01000	TENT ROCK TRL	BRECKENRIDGE TR	CANYON RANCH RD	259	37	9,583	R - Residential/Local	A - AC	75	26.39
WTERL	01000	TERRAZZO LN	CAMEO LN	CHERT LN	688	36	24,768	R - Residential/Local	A - AC	88	31.01
W1987	01000	THE FARM RD	BUNDY CANYON RD	100' S CITRUS HILL RD	3,483	41	142,803	R - Residential/Local	A - AC	52	10.89
W1987	02000	THE FARM RD	100' S CITRUS HILL RD	MEADOWVIEW CT	5,236	40	209,440	R - Residential/Local	A - AC	62	16.53

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W1238	01000	TIMBER LN	ROCK ELM DR	CDS - END	858	36	30,888	R - Residential/Local	A - AC	80	29.7
W9700	01000	TIMBER RIDGE CT	MADORA DR	CDS - END	387	36	13,932	R - Residential/Local	A - AC	83	28.88
W1435	01000	TOKAY RD	CRESCENT AVE	MESA DR	1,067	20	21,340	R - Residential/Local	O - AC/AC	80	32.62
W9215	01000	TOPACIO CT	AMATISTA AVE	CDS - END	564	32	18,048	R - Residential/Local	A - AC	90	37.32
W3241	01000	TRACTOR TRL	THE FARM RD	CDS - END	917	32	29,344	R - Residential/Local	A - AC	59	14.68
W1497	01000	TRAILWOOD CT	WELLS PL	CDS - END	1,232	40	49,280	R - Residential/Local	A - AC	59	13.1
WTRAL	01000	TRANQUIL LN	GRAND AVE	CRESTED FINCH CT	685	32	21,920	R - Residential/Local	A - AC	85	29.51
W3220	01000	TREE LN	WALNUT ST	CDS - END	505	29	14,645	R - Residential/Local	O - AC/AC	81	27.64
W9210	01000	TRIG RD	LA ESTRELLA ST	SENNA DR	141	36	5,076	R - Residential/Local	A - AC	89	34.57
W1097	01000	TRILLIUM DR	BALSAM ST	TWINFLOWER AVE	2,092	36	75,312	R - Residential/Local	A - AC	78	24.73
W1035	01000	TWINFLOWER AVE	FREDERICK ST	SUNFLOWER WAY	1,100	36	39,600	R - Residential/Local	A - AC	77	24.1
W1035	02000	TWINFLOWER AVE	SUNFLOWER WAY	CDS - END	900	36	32,400	R - Residential/Local	A - AC	79	25.51
W1644	01000	UNGA CIR	HUNWUT DR	CDS - END	147	33	4,851	R - Residential/Local	A - AC	92	44.01
W1444	03000	UNION ST	BLUE MIST WAY	WESLEY ST	1,133	32	36,256	R - Residential/Local	A - AC	79	25.51
W1444	04000	UNION ST	WESLEY ST	GRUWELL ST	2,669	32	85,408	R - Residential/Local	A - AC	64	17.75
W1444A	02000	UNION ST	SHEILA LN	BLUE MIST WAY	1,674	32	53,568	R - Residential/Local	A - AC	81	27.79
W1444B	01000	UNION ST	CORYDON ST	TRAILWOOD CT	792	32	25,344	R - Residential/Local	A - AC	55	10.9
W1448A	01000	VALLEY VIEW AVE	SYLVESTER RD	MALAGA RD	678	24	16,272	R - Residential/Local	A - AC	74	21.94
W1448B	01000	VALLEY VIEW AVE	OLIVE ST	LAKEVIEW TERRACE	894	21	18,774	R - Residential/Local	A - AC	76	23.89
W1699	01000	VALLEY VISTA CIR	WALNUT CREEK RD	1911' NE & SW WALNUT CREEK RD - END	1,911	36	68,796	R - Residential/Local	A - AC	79	25.38
W9416	01000	VERANDA CIR	LA ESTRELLA ST	CDS - END	451	36	16,236	R - Residential/Local	A - AC	82	29.36
WVERW	01000	VERDE VISTA WY	COUNTRY PARK DR	CDS - END	1,285	36	46,260	R - Residential/Local	A - AC	80	26.01
W9214	01000	VERONA CT	AMATISTA AVE	CDS- END	455	32	14,560	R - Residential/Local	A - AC	87	30.97
WVIAS	01000	VIA SARAH	CORNUCOPIA WAY	NUTMEG	2,400	36	86,400	R - Residential/Local	A - AC	80	26.01
W1348A	01000	VICTORIAN LN	MISSION TRL	WILDOMAR RD	351	25	8,775	R - Residential/Local	A - AC	83	32.43
W1348A	02000	VICTORIAN LN	LOQUAT ST	ORCHARD ST	611	23	14,053	R - Residential/Local	A - AC	78	24.69
W1348B	01000	VICTORIAN LN	GRAPE ST	WOODCREEK LN	1,359	37	50,283	R - Residential/Local	O - AC/AC	78	24.6
W1723	01000	VIEW CREST DR	WAITE ST	GREAT FALLS RD	3,223	36	116,028	R - Residential/Local	A - AC	64	17.67
W1715	01000	VIEWPOINT DR	SELLERS RD	VIEW CREST DR	1,123	36	40,428	R - Residential/Local	A - AC	62	16.04
WVIDESO	01000	VILLA DEL SOL	SWEET BAY CIR	80' N TIMBER LN	588	40	23,520	R - Residential/Local	A - AC	70	20.01
W1458A	01000	VINE ST	MISSION TRL	2445' E MISSION TRL	2,445	22	53,790	R - Residential/Local	A - AC	66	17.45
W1458B	01000	VINE ST	GRAPE ST	ALMOND ST	400	28	11,200	R - Residential/Local	O - AC/AC	80	29.73

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W9100	01000	VIRGO WAY	GRAND AVE	AMETHYST RD	968	32	30,976	R - Residential/Local	A - AC	91	39.12
W1246	01000	VLLA DEL SOL	SWEETBAY CIR	END	577	36	20,772	R - Residential/Local	A - AC	80	29.75
W9419	01000	WADE CT	CHADLYN CT	CDS - END	284	32	9,088	R - Residential/Local	A - AC	79	26.11
W1186	01000	WAGON RIM CT	ALMOND ST	CDS - END	610	36	21,960	R - Residential/Local	O - AC/AC	81	28.45
WWAGTR	01000	WAGON TRAIN DR	RAINBARREL RD	HARVEST WAY E	1,253	36	45,108	R - Residential/Local	A - AC	80	26.01
WWAGTR	02000	WAGON TRAIN DR	HARVEST WAY E	CDS - END	664	36	23,904	R - Residential/Local	A - AC	80	26.01
W7460	01000	WAGON WHEEL LN	HARVEST WY	927' E & W HARVEST WY	927	37	34,299	R - Residential/Local	A - AC	71	22.8
W1460A	01000	WAITE ST	MISSION TR	ALMOND ST	3,300	31	102,300	R - Residential/Local	A - AC	81	25.66
W1460A	02000	WAITE ST	ALMOND ST	ORANGE ST	932	29	27,028	R - Residential/Local	A - AC	79	25.33
W1460B	01000	WAITE ST	ORANGE ST	SELLERS ST	1,859	30	55,770	R - Residential/Local	A - AC	56	13.02
WWAHOC	01000	WALKING HORSE CT	AGAPE LN	CDS - END	257	32	8,224	R - Residential/Local	A - AC	87	30.51
W1686	01000	WALNUT CREEK RD	VALLEY VISTA CIR	BUNDY CANYON RD	566	36	20,376	R - Residential/Local	A - AC	75	26.17
W1463	01000	WALNUT ST	MISSION TR	WHITE ST	6,993	30	209,790	C - Collector	A - AC	52	6.07
W1656	01000	WANKI AVE	WOSHKA LN	NAVUT AVE	2,142	36	77,112	R - Residential/Local	A - AC	90	39.6
W1678	01000	WEATHERLY CT	BILLIE ANN RD	CDS - END	370	33	12,210	R - Residential/Local	A - AC	74	25.41
W1502	01000	WELLS PL	GRAND AVE	TRAILWOOD CT	261	40	10,440	R - Residential/Local	A - AC	70	20.69
W1474	01000	WESLEY ST	GRAND AVE	PALOMAR ST	2,669	25	66,725	C - Collector	A - AC	66	10.06
W1474	02000	WESLEY ST	COMO ST	LAGUNA RD	824	29	23,896	R - Residential/Local	A - AC	79	25.36
WWESS	01000	WESTPARK ST	GLAZEBROOK RD	DEPASQUALLE RD	942	28	26,376	R - Residential/Local	A - AC	88	31.01
W1985	01000	WHEATFIELD CIR	THE FARM RD	CDS - END	1,003	36	36,108	R - Residential/Local	A - AC	55	12.43
W3759	01000	WHEELBARROW LN	SPLIT RAIL RD	THE FARM RD	356	32	11,392	R - Residential/Local	A - AC	69	19.22
WWHGLT	01000	WHISPERING GLEN TRL	MEADOW RIDGE LN	CDS - END	1,059	32	33,888	R - Residential/Local	A - AC	82	27.51
W1342	01000	WHITE SPRUCE CT	WING ELM CIR	CDS - END	809	34	27,506	R - Residential/Local	A - AC	79	29.2
W3246	01000	WHITE ST	WALNUT ST	END	756	26	19,656	R - Residential/Local	A - AC	76	23.51
WWIHOC	01000	WILD HORSE CT	BANYAN RIM DR	CDS- END	239	32	7,648	R - Residential/Local	A - AC	84	28.51
W3176	01000	WILD STALLION LN	CENTRAL ST	CDS - END	411	32	13,152	R - Residential/Local	A - AC	66	18.9
W1480A	01000	WILDOMAR RD	LEWIS ST	ELBERTA RD	4,757	25	118,925	R - Residential/Local	A - AC	80	28.39
W1480B	01000	WILDOMAR RD	SYLVESTER RD	MALAGA RD	675	25	16,875	R - Residential/Local	A - AC	65	16.87
W9103	01000	WILLOW BAY RD	GRAND AVE	QUARTZ WY	962	32	30,784	R - Residential/Local	A - AC	91	39.12
W1210	01000	WILLOW TREE LN	WINDTREE AVE	WOODCREEK LN	756	37	27,972	R - Residential/Local	O - AC/AC	79	25.88
W1484	01000	WILSON ST	GRAND AVE	ALAMEDA DEL MONTE	753	28	21,084	R - Residential/Local	A - AC	62	15.3
W1545	01000	WINDING WAY	GAFFORD RD	END	672	30	20,160	R - Residential/Local	A - AC	81	26.69

Street ID	Section ID	Street Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life
W7461	01000	WINDMILL RD	PLOWSHARE RD	HARVEST WY / N	3,405	35	119,175	R - Residential/Local	A - AC	68	20.39
WWIND	01000	WINDSTONE DR	CENTRAL ST- NORTH	PUMICE LN	741	36	26,676	R - Residential/Local	A - AC	88	31.01
W1208	01000	WINDTREE AVE	GRAPE ST	WOODCREEK LN	2,876	36	103,536	R - Residential/Local	O - AC/AC	80	27.21
W1689	01000	WINDWOOD LN	VALLEY VISTA CIR	SUNNYBROOK DR	364	36	13,104	R - Residential/Local	A - AC	83	27.93
W1689	02000	WINDWOOD LN	SUNNYBROOK DR	END	952	35	33,320	R - Residential/Local	A - AC	83	27.93
W1337	01000	WING ELM CIR	HARWOOD LN	CDS - END	1,354	36	48,744	R - Residential/Local	A - AC	73	23.01
WWINS	01000	WINKLER ST	VIA SARAH	SEAGRASS TRL	958	36	34,488	R - Residential/Local	A - AC	80	26.01
WWOLC	01000	WOLCOTT CT	BUTCHART ST	CDS - END	345	36	12,420	R - Residential/Local	A - AC	80	26.01
W1209	01000	WOODCREEK LN	WINDTREE AVE	WINDTREE AVE	1,786	37	66,082	R - Residential/Local	O - AC/AC	80	27.21
W3242	01000	WOODSHED WAY	THE FARM RD	CDS - END	461	33	15,213	R - Residential/Local	A - AC	71	20.41
W1670	01000	WOSHKA LN	CHARLES ST	FREDERICK ST	2,310	37	85,470	R - Residential/Local	A - AC	73	24.5
WYORS	01000	YORK SHIRE WAY	COVINGTON DR	CAMELOT CIR	288	36	10,368	R - Residential/Local	A - AC	80	26.01

# CITY OF WILDOMAR PAVEMENT CONDITION CATEGORY MARCH 2013



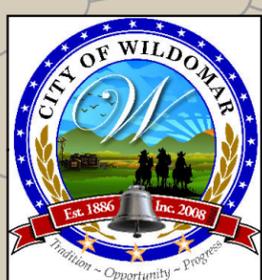
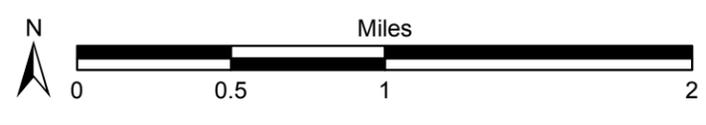
**PAVEMENT CONDITION CATEGORY AND INDEX RANGE\***

- VERY GOOD (70-100)
- GOOD, LOAD AND NON-LOAD RELATED (50-69)
- POOR (25-49)
- VERY POOR (0-24)

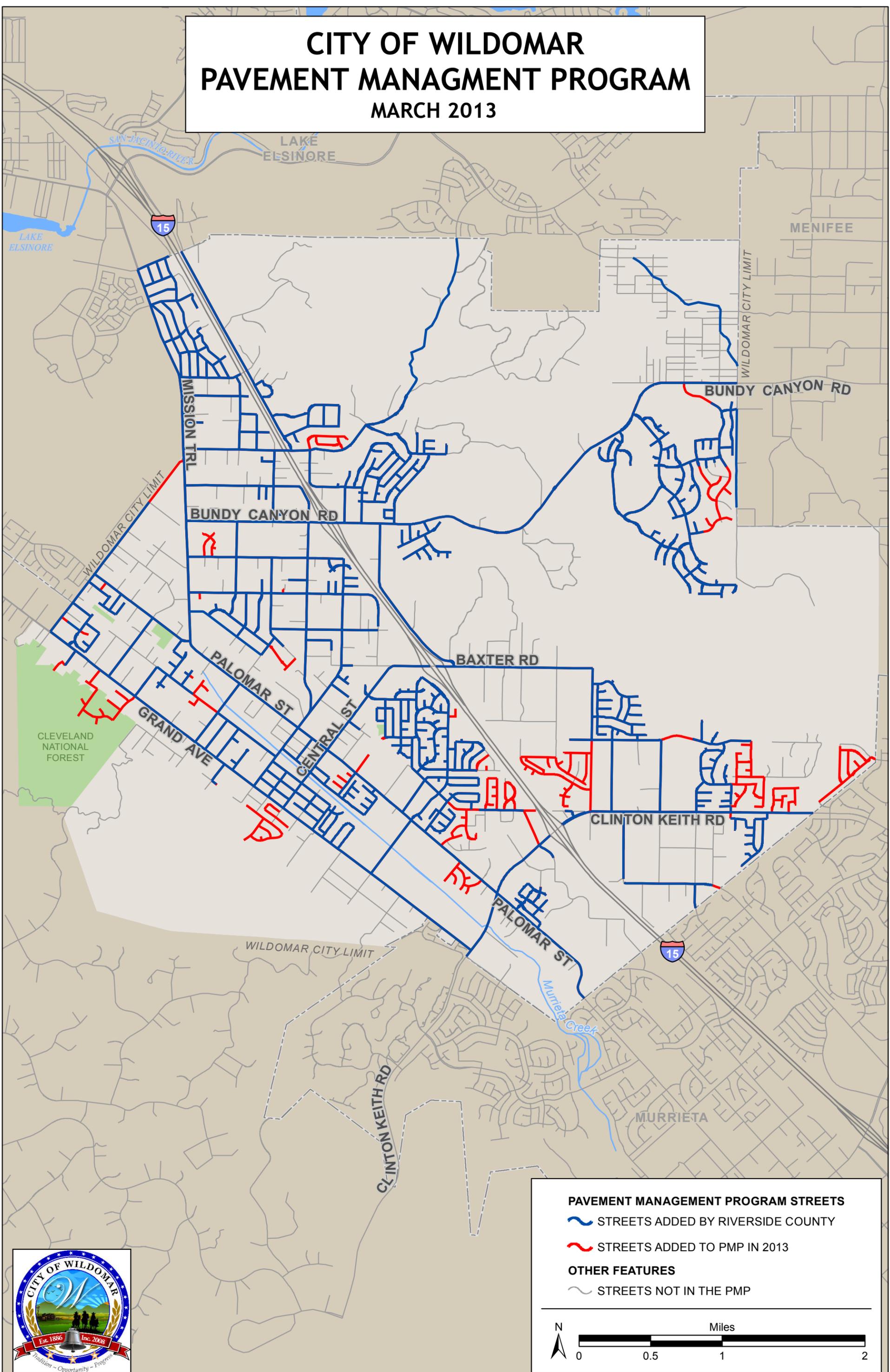
**OTHER FEATURES**

- STREETS NOT IN THE PMP

\*Gravel Roads are not included and do not have PCI



# CITY OF WILDOMAR PAVEMENT MANAGEMENT PROGRAM MARCH 2013

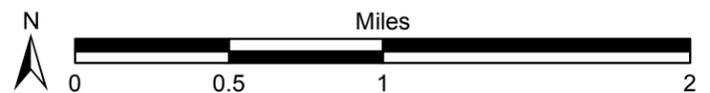


**PAVEMENT MANAGEMENT PROGRAM STREETS**

- ~ STREETS ADDED BY RIVERSIDE COUNTY
- ~ STREETS ADDED TO PMP IN 2013

**OTHER FEATURES**

- ~ STREETS NOT IN THE PMP



**ATTACHMENT 2 – PROJECTED NEEDS  
(FUNDING IS NOT RESTRICTED)**

NEEDS – PROJECTED PCI/COST SUMMARY

NEEDS – REHABILITATION TREATMENT/COST SUMMARY

NEEDS – PREVENTIVE MAINTENANCE TREATMENT/COST SUMMARY

NEEDS – SECTIONS SELECTED FOR TREATMENT

# Needs - Projected PCI/Cost Summary

Inflation Rate = 4.00 % Printed: 02/20/2013

Year	PCI Treated	PCI Untreated	PM Cost	Rehab Cost	Cost
2013	81	74	\$1,654,732	\$3,937,217	\$5,591,949
2014	81	72	\$479,762	\$1,377,376	\$1,857,138
2015	81	70	\$229,388	\$2,062,310	\$2,291,698
2016	80	69	\$49,614	\$752,878	\$802,492
2017	80	67	\$398,143	\$997,270	\$1,395,413
		<u>% PM</u>	<u>PM Total Cost</u>	<u>Rehab Total Cost</u>	<u>Total Cost</u>
		23.55%	\$2,811,639	\$9,127,051	\$11,938,690

## Needs - Rehabilitation Treatment/Cost Summary

Inflation Rate = 4.00 % Printed: 02/20/2013

<u>Treatment</u>	<u>Year</u>	<u>Area Treated</u>		<u>Cost</u>
RECONSTRUCT	2013	14,928.78	sq.yd.	\$474,250
	2014	550	sq.yd.	\$17,160
	2015	11,639.56	sq.yd.	\$475,364
	2016	8,878.89	sq.yd.	\$299,627
	Total	35,997.22	sq.yd.	\$1,266,401
THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR	2013	103,696	sq.yd.	\$1,457,021
	2014	26,878.44	sq.yd.	\$475,212
	2015	5,468	sq.yd.	\$59,142
	Total	136,042.44	sq.yd.	\$1,991,375
THICK AC OVERLAY(2.5 INCHES)	2013	61,459.11	sq.yd.	\$958,780
	2014	28,314.56	sq.yd.	\$609,762
	2015	55,169.22	sq.yd.	\$937,686
	2016	26,303.22	sq.yd.	\$443,817
	2017	45,561.78	sq.yd.	\$971,066
	Total	216,807.89	sq.yd.	\$3,921,111
THIN AC OVERLAY(1.5 INCHES)	2013	89,991.44	sq.yd.	\$955,780
	2014	16,545.67	sq.yd.	\$185,549
	2015	46,856.33	sq.yd.	\$536,239
	Total	153,393.44	sq.yd.	\$1,677,568
SLURRY SEAL	2013	40,614.78	sq.yd.	\$91,386
	2014	38,327.44	sq.yd.	\$89,693
	2015	22,138.22	sq.yd.	\$53,879
	2016	3,727.11	sq.yd.	\$9,434
	2017	9,955	sq.yd.	\$26,204
	Total	114,762.56	sq.yd.	\$270,596
Total Cost				\$9,127,051

## Needs - Preventive Maintenance Treatment/Cost Summary

Inflation Rate = 4.00 % Printed: 02/20/2013

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<u>Treatment</u>	<u>Year</u>	<u>Area Treated</u>	<u>Cost</u>
SLURRY SEAL			
	2013	668,897.11 sq.yd.	\$1,654,732
	2014	205,013.22 sq.yd.	\$479,762
	2015	90,718.89 sq.yd.	\$229,388
	2016	19,602.22 sq.yd.	\$49,614
	2017	151,251.56 sq.yd.	\$398,143
	Total	1,135,483	\$2,811,639
	Total Quantity	1,135,483	\$2,811,639

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## Needs - Sections Selected for Treatment

Interest: 4.00%

Inflation: 4.00%

Printed: 02/20/2013

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
<b>Year: 2013</b>									
ALMOND ST	624' N BUNDY CANYON RD	WAITE ST	W1010A	03000	R	AC	100	\$56,970	RECONSTRUCT
INLAND VALLEY DR	1310' N PRIELIPP RD	CLINTON KEITH RD	W1181	02000	R	AC	100	\$126,600	RECONSTRUCT
LEMON ST	771' SW GAFFORD RD	GAFFORD RD	W1259	04000	C	AC	100	\$98,346	RECONSTRUCT
MALAGA RD	MISSION TRL	824' E MISSION TRL	W1289	01000	R	AC	100	\$32,960	RECONSTRUCT
ROBERT ST	GRAND AVE	END	W1976	01000	R	AC	100	\$59,414	RECONSTRUCT
BLACK BEAUTY TRL	GRUWELL ST	CDS - END	W3179	01000	R	AC	100	\$99,960	RECONSTRUCT
Treatment Total								\$474,250	
BAXTER RD	I-15	191' E WESTERN WAY	W1023	02000	A	AC	100	\$116,100	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
BRYANT ST	GRAND AVE	PALOMAR ST	W1052	01000	C	AC	100	\$121,086	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
BUNDY CANYON RD	I-15	CANYON RANCH RD	W1056B	01000	C	AC	100	\$214,843	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
BUNDY CANYON RD	OAK CIRCLE DR	1000' W THE FARM RD	W1056B	03000	RMa C	AC	100	\$201,503	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
CANYON DR	ORCHARD ST	ORANGE ST	W1068A	02000	R	AC	100	\$134,780	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
ILLINOIS ST	PENROSE ST	CENTRAL ST	W1196	01000	R	AC	100	\$17,945	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
FRONT ST	GRUWELL ST	CENTRAL ST	W1223	01000	R	AC	100	\$32,536	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
MC VICAR ST	GRAND AVE	PALOMAR ST	W1303	01000	R	AC/AC	100	\$77,218	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
MESA DR	2308' N OLIVE ST	OLIVE ST	W1305	02000	R	AC	100	\$61,547	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
ORCHARD ST	CASHEW ST	WALNUT ST	W1338	01000	R	AC	100	\$38,449	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
PALOMAR ST	ELM ST	PENROSE ST	W1343A	02000	A	AC	100	\$151,524	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
PALOMAR ST	203' E HARWOOD LN	MURRIETA C L	W1343A	07000	A	AC	100	\$179,592	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
UNION ST	WESLEY ST	GRUWELL ST	W1444	04000	R	AC	100	\$94,898	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
OAK CANYON DR	VALLEY VISTA CIR	BUNDY CANYON RD	W1688	01000	R	AC	100	\$15,000	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
							Treatment Total	\$1,457,021	
ALMOND ST	620' S LEMON ST	LEMON ST	W1010A	05000	R	AC	84	\$3,100	SLURRY SEAL
BAXTER RD	191' E WESTERN WaY	KILARNEY LN	W1023	03000	A	AC	90	\$4,575	SLURRY SEAL
BAXTER RD	KILARNEY LN	PORRAS RD	W1023	04000	A	AC	88	\$34,320	SLURRY SEAL
BAXTER RD	GRUWELL ST	END	W1023A	01000	R	AC	78	\$1,606	SLURRY SEAL
TWINFLOWER AVE	SUNFLOWER WAY	CDS - END	W1035	02000	R	AC	86	\$8,100	SLURRY SEAL
BUNDY CANYON RD	1000' W THE FARM RD	177' E HARVEST WAY	W1056B	04000	RMa C	AC/AC	90	\$29,857	SLURRY SEAL
BUNDY CANYON RD	177' E HARVEST WAY	COTTONWOOD CANYON RD	W1056B	05000	RMa C	AC/AC	90	\$28,574	SLURRY SEAL
ANSON WAY	DURANGO CT	KIRKWOOD CT	W1065	01000	R	AC	73	\$4,150	SLURRY SEAL
CATT RD	ARNETT RD	CDS - EAST END	W1070A	04000	R	AC	88	\$31,012	SLURRY SEAL
CATT RD	CLINTON KEITH RD	WEST END	W1070B	05000	R	AC	84	\$2,430	SLURRY SEAL
CENTRAL ST	GRAND AVE	PALOMAR ST	W1076A	01000	A	AC	88	\$30,147	SLURRY SEAL
SILVER RUN CIR	ALMOND ST	CDS - END	W1077	01000	R	AC	77	\$5,429	SLURRY SEAL
JASMINE AVE	FREDERICK ST	BALSAM ST	W1078	01000	R	AC	83	\$2,115	SLURRY SEAL
CORYDON ST	GRAND AVE	UNION ST	W1106	01000	A	AC	87	\$5,777	SLURRY SEAL
CORYDON ST	UNION ST	MISSION TR	W1106	02000	A	AC	86	\$28,969	SLURRY SEAL
CRESCENT AVE	OLIVE ST	SEDCO BLVD	W1114	01000	R	AC	87	\$8,763	SLURRY SEAL
DARBY ST	GRUWELL ST	CENTRAL ST	W1120	01000	R	AC	89	\$7,694	SLURRY SEAL
DUNN ST	GRUWELL ST	ELM ST	W1136	01000	R	AC	89	\$3,900	SLURRY SEAL
DUNN ST	ELM ST	CENTRAL ST	W1136	02000	R	AC/AC	89	\$4,269	SLURRY SEAL
ELBERTA RD	MISSION TR	MESA DR	W1138	01000	R	AC/AC	85	\$9,944	SLURRY SEAL
ELM ST	FRONT ST	PALOMAR ST	W1144	01000	R	AC	88	\$5,814	SLURRY SEAL
ELM ST	GRAND AVE	DARBY ST	W1144	02000	R	AC	85	\$7,938	SLURRY SEAL
MARSH LN	RASPBERRY LN	GIERSON AVE	W1157	01000	R	AC	75	\$9,477	SLURRY SEAL
RASPBERRY LN	BIG LEAF LN	MARSH LN	W1162	01000	R	AC	76	\$5,508	SLURRY SEAL
GRAND AVE	CORYDON ST	HIXON ST	W1180B	01000	A	AC/AC	83	\$47,104	SLURRY SEAL
GRAND AVE	HIXON ST	CENTRAL ST	W1180B	02000	A	AC/AC	86	\$47,026	SLURRY SEAL
GROVE ST	ORANGE ST	CHERRY ST	W1187	02000	R	AC/AC	86	\$7,447	SLURRY SEAL
FRONT ST	CENTRAL ST	PENROSE ST	W1223	02000	R	AC	81	\$4,169	SLURRY SEAL
FRONT ST	PENROSE ST	SOUTH PASADENA ST	W1223	03000	R	AC	92	\$5,312	SLURRY SEAL
GRAY EAGLE CT	UNION ST	CDS - END	W1247	01000	R	AC	83	\$5,625	SLURRY SEAL
LA CIENEGA DR	LAKEVIEW TERRACE	MESA DR	W1249	01000	R	AC/AC	89	\$1,775	SLURRY SEAL

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
LAKEVIEW TER	MALAGA RD	SEDCO BLVD	W1253	01000	R	AC	89	\$17,940	SLURRY SEAL
LAKEVIEW TER	SEDCO BLVD	OLIVE ST	W1253	02000	R	AC	84	\$11,902	SLURRY SEAL
LEMON ST	GRAPE ST	771' SW GAFFORD RD	W1259	03000	C	AC	87	\$27,156	SLURRY SEAL
PRIELIPP RD	INLAND VALLEY DR	ELIZABETH LN	W1276	01000	R	AC	75	\$21,822	SLURRY SEAL
KASABA CT	GRAY EAGLE CT	CDS - END	W1277	01000	R	AC	75	\$3,200	SLURRY SEAL
SHEILA LN	GRAND AVE	END	W1284	01000	R	AC	74	\$4,673	SLURRY SEAL
LAGUNA RD	ALMOND ST	WESLEY ST	W1291	01000	R	AC	86	\$1,845	SLURRY SEAL
BRAZIL LN	WALNUT ST	CDS - END	W1292	01000	R	AC	84	\$2,507	SLURRY SEAL
JENNIFER DR	COMO ST	WALNUT ST	W1296	01000	R	AC/AC	86	\$16,850	SLURRY SEAL
CASHEW ST	COMO ST	WESLEY ST	W1297	01000	R	AC/AC	86	\$26,800	SLURRY SEAL
MARIPOSA RD	LAKEVIEW TERRACE	MISSION TRL	W1298	01000	R	AC/AC	85	\$5,918	SLURRY SEAL
MESA DR	ELBERTA RD	END	W1305	01000	R	AC	89	\$3,329	SLURRY SEAL
MOUNTAIN VIEW AVE	LAKEVIEW TERRACE	OLIVE ST	W1317	01000	R	AC	72	\$3,548	SLURRY SEAL
MUSCATEL RD	LAKEVIEW TERRACE	END	W1319	01000	R	AC	85	\$3,564	SLURRY SEAL
PECAN ST	SOUTH PASADENA ST	END	W1334	01000	R	AC	84	\$7,025	SLURRY SEAL
PECAN ST	CENTRAL ST	GRUWELL ST	W1334	02000	R	AC	82	\$8,645	SLURRY SEAL
ORANGE ST	WAITE ST	BUNDY CANYON RD	W1335A	01000	R	AC	86	\$13,251	SLURRY SEAL
ORCHARD ST	WALNUT ST	CANYON DR	W1338	02000	R	AC	87	\$7,734	SLURRY SEAL
ORCHARD ST	CANYON DR	BUNDY CANYON RD	W1338	03000	R	AC	88	\$10,272	SLURRY SEAL
PALOMAR ST	FLANDERS LN	MISSION TRL	W1343	02000	C	AC	87	\$5,270	SLURRY SEAL
PALOMAR ST	PENROSE ST	580' NW ARNOLD LN	W1343A	03000	A	AC/AC	84	\$19,864	SLURRY SEAL
PALOMAR ST	580' NW ARNOLD LN	520' SE MC VICAR ST	W1343A	04000	A	AC	83	\$13,858	SLURRY SEAL
SEDCO BLVD	MISSION TRL	EAST END	W1395	01000	R	AC/AC	85	\$12,050	SLURRY SEAL
TOKAY RD	CRESCENT AVE	MESA DR	W1435	01000	R	AC/AC	86	\$5,335	SLURRY SEAL
UNION ST	BLUE MIST WAY	WESLEY ST	W1444	03000	R	AC	86	\$9,064	SLURRY SEAL
UNION ST	SHEILA LN	BLUE MIST WAY	W1444A	02000	R	AC	88	\$13,392	SLURRY SEAL
VALLEY VIEW AVE	OLIVE ST	LAKEVIEW TERRACE	W1448B	01000	R	AC	83	\$4,694	SLURRY SEAL
WAITE ST	ALMOND ST	ORANGE ST	W1460A	02000	R	AC	86	\$6,757	SLURRY SEAL
WESLEY ST	COMO ST	LAGUNA RD	W1474	02000	R	AC	86	\$5,974	SLURRY SEAL
RIDGE OAK RD	GRAND AVE	UNION ST	W1477	01000	R	AC	71	\$10,480	SLURRY SEAL
WILDOMAR RD	SYLVESTER RD	MALAGA RD	W1480B	01000	R	AC	74	\$4,219	SLURRY SEAL
LOST RD	GAFFORD RD	END	W1541	01000	R	AC/AC	82	\$10,808	SLURRY SEAL
MISSION TRL	WALNUT ST	CORYDON ST	W1619A	02000	A	AC	84	\$106,037	SLURRY SEAL
MISSION TRL	CORYDON ST	VINE ST	W1619B	01000	A	AC	88	\$20,184	SLURRY SEAL

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
MISSION TRL	VINE ST	MALAGA RD	W1619B	02000	A	AC	87	\$44,748	SLURRY SEAL
FREDERICK ST	TEIL GLEN RD	CHARLES ST	W1674	02000	R	AC	88	\$8,110	SLURRY SEAL
CHARLES ST	RUTH AVE	WOSKA LN	W1677	01000	R	AC	88	\$2,277	SLURRY SEAL
HIDDEN SPRINGS RD	CLINTON KEITH RD	CATT RD	W1857	02000	R	AC	87	\$14,774	SLURRY SEAL
TEIL GLEN RD	FREDERICK ST	CHARLES ST	W1883	02000	R	AC	85	\$7,884	SLURRY SEAL
EMPIRE PENGUIN RD	1150' W OCTOPUS LN	FREDERICK ST	W1885	02000	R	AC	75	\$1,134	SLURRY SEAL
CLINTON KEITH RD	617' N PALOMAR ST	I-15	W1930	03000	A	AC	90	\$54,882	SLURRY SEAL
CLINTON KEITH RD	I-15	END	W1930	04000	A	AC/AC	86	\$17,787	SLURRY SEAL
CLINTON KEITH RD	935' W ELIZABETH LN	170' E SMITH RANCH RD	W1930	07000	A	AC	85	\$56,871	SLURRY SEAL
CLINTON KEITH RD	170' E SMITH RANCH RD	310' E BRIDLEPATH LN	W1930	08000	A	AC	86	\$30,307	SLURRY SEAL
PENROSE ST	PECAN ST	DARBY ST	W1990	01000	R	AC	88	\$4,410	SLURRY SEAL
PENROSE ST	FRONT ST	ILLINOIS ST	W1990A	01000	R	AC	88	\$1,386	SLURRY SEAL
SOUTH PASADENA ST	GRAND AVE	DARBY ST	W1991	01000	R	AC	86	\$8,587	SLURRY SEAL
SOUTH PASADENA ST	PALOMAR ST	CDS - NORTH END	W1991	03000	R	AC	85	\$6,630	SLURRY SEAL
SOUTH PASADENA ST	PALOMAR ST	FRONT ST	W1991A	01000	R	AC	92	\$7,380	SLURRY SEAL
HICKORY LN	CASHEW ST	CDS - END	W1994	01000	R	AC/AC	85	\$21,240	SLURRY SEAL
WILD STALLION LN	CENTRAL ST	CDS - END	W3176	01000	R	AC	75	\$3,288	SLURRY SEAL
WHITE ST	WALNUT ST	END	W3246	01000	R	AC	84	\$4,914	SLURRY SEAL
COMO ST	CENTRAL ST	DILLON CIR	W3750	01000	R	AC	73	\$4,779	SLURRY SEAL
COMO ST	MISSION TR	WESLEY ST	W3750A	01000	R	AC	85	\$22,092	SLURRY SEAL
BUTTERCHURN RD	E HARVEST WAY	CDS - END	W3755	02000	R	AC	87	\$3,861	SLURRY SEAL
AMADO LN	ORANGE ST	CAMERON LN	W3768	01000	R	AC/AC	74	\$8,073	SLURRY SEAL
HARVEST WAY EAST	BUNDY CANYON RD	DEEP WELL RD	W7553	01000	R	AC	87	\$13,384	SLURRY SEAL
HARVEST WAY EAST	CORNSTALK RD	177' S BUTTERCHURN RD	W7553	0300	R	AC	87	\$26,290	SLURRY SEAL
MILL POND DR	CORNSTALK RD	WAGON TRAIN DR	W7557	02000	R	AC	87	\$9,288	SLURRY SEAL
MILL POND DR	CORNSTALK RD	117 S BUTTERCHURN RD	W7557	03000	R	AC	87	\$26,290	SLURRY SEAL
ARYA DR	CLINTON KEITH RD	CATT RD	W9145	01000	R	AC	87	\$1,240	SLURRY SEAL
LA ESTRELLA ST	SALIDA DEL SOL	MEADOW PARK CIR	W9201	03000	R	AC	87	\$22,440	SLURRY SEAL
LA ESTRELLA ST	MEADOW PARK CIR	CROSSROADS ST	W9201	04000	R	AC	89	\$39,870	SLURRY SEAL
PARKLAND CT	ELIZABETH LN	CDS - END	W9403	01000	R	AC	89	\$5,202	SLURRY SEAL
PASTURE CT	SMITH RANCH RD	CDS - END	W9404	01000	R	AC	89	\$2,322	SLURRY SEAL
COUNTRY PARK DR	SMITH RANCH RD	CREST MEADOW DR	W9405	01000	R	AC	89	\$26,172	SLURRY SEAL

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
COUNTRY PARK DR	SMITH RANCH RD	BUTCHART ST	W9405	02000	R	AC	87	\$14,202	SLURRY SEAL
GREENHOUSE CT	ROSEDOWN LN	CDS - END	W9406	01000	R	AC	89	\$1,161	SLURRY SEAL
ROSEDOWN LN	COUNTRY PARK DR	CDS - END	W9407	01000	R	AC	89	\$7,047	SLURRY SEAL
SMITH RANCH RD	CLINTON KEITH RD	END	W9408	01000	R	AC	89	\$4,511	SLURRY SEAL
SMITH RANCH RD	347' N CLINTON KEITH RD	COUNTRY PARK DR	W9408	02000	R	AC	85	\$5,535	SLURRY SEAL
SMITH RANCH RD	CLINTON KEITH RD	CRIMSON LASSO DR	W9408	03000	R	AC	87	\$2,977	SLURRY SEAL
PICNIC LN	CREST MEADOW DR	COUNTRY PARK DR	W9409	01000	R	AC	89	\$3,600	SLURRY SEAL
CREST MEADOW DR	COUNTRY PARK DR	LA ESTRELLA ST	W9411	01000	R	AC	89	\$14,652	SLURRY SEAL
RIVER OAK CT	CREST MEADOW DR	CDS - END	W9412	01000	R	AC	88	\$2,295	SLURRY SEAL
PARKWOOD CT	COUNTRY PARK DR	CDS - END	W9413	01000	R	AC	88	\$1,008	SLURRY SEAL
ELIZABETH LN	CLINTON KEITH RD	END	W9414	01000	R	AC	89	\$5,356	SLURRY SEAL
ELIZABETH LN	412' N CLINTON KEITH RD	COUNTRY PARK DR	W9414	02000	R	AC	89	\$7,002	SLURRY SEAL
MEADOW PARK CIR	LA ESTRELLA ST	CDS - END	W9415	01000	R	AC	89	\$6,696	SLURRY SEAL
VERANDA CIR	LA ESTRELLA ST	CDS - END	W9416	01000	R	AC	89	\$4,059	SLURRY SEAL
MAYES LN	UNION ST	CDS - END	W9417	01000	R	AC	89	\$6,300	SLURRY SEAL
DONIELLE CT	MAYES LN	CDS - WEST END	W9418	01000	R	AC	89	\$2,178	SLURRY SEAL
DONIELLE CT	MAYES LN	CDS - EAST END	W9418	02000	R	AC	85	\$2,106	SLURRY SEAL
WADE CT	CHADLYN CT	CDS - END	W9419	01000	R	AC	86	\$2,272	SLURRY SEAL
SEA LYON CT	TEIL GLEN RD	CDS - END	W9637	01000	R	AC	88	\$1,602	SLURRY SEAL
CANNERY RD	CHARLES ST	GREY WHALE LN	W9638	01000	R	AC	88	\$11,142	SLURRY SEAL
HARBOR SEAL CT	GREY WHALE LN	CDS - END	W9639	01000	R	AC	89	\$10,611	SLURRY SEAL
GREEN PARROT WAY	HARBOR SEAL CT	CATT RD	W9640	01000	R	AC	89	\$2,169	SLURRY SEAL
GREY WHALE LN	CANNERY RD	HARBOR SEAL CR	W9641	01000	R	AC	89	\$2,484	SLURRY SEAL
LITTLE BOOK CIR	SMITH RANCH RD	CDS - END	W9655	01000	R	AC	89	\$3,969	SLURRY SEAL
KENTMAN CT	ELIZABETH LN	CDS - END	W9656	01000	R	AC	89	\$4,968	SLURRY SEAL
BENETTA CT	ELIZABETH LN	CDS - END	W9657	01000	R	AC	88	\$2,790	SLURRY SEAL
MAURI CT	SMITH RANCH RD	CDS - END	W9658	01000	R	AC	87	\$4,572	SLURRY SEAL
APPLECART CT	BUTTERCHURN RD	CDS - END	WAPPC	01000	R	AC	87	\$4,131	SLURRY SEAL
BELLA OAKS ST	VERDE VISTA WAY	CROSS ROADS ST	WBELO	01000	R	AC	87	\$4,239	SLURRY SEAL
BLUE MIST WAY	UNION ST	CDS - END	WBLMIW	01000	R	AC	86	\$5,712	SLURRY SEAL
BLONDON CT	LEMON ST	CDS - END	WBLOC	01000	R	AC	82	\$15,952	SLURRY SEAL
BUTCHART ST	LORING RD	WOLCOTT CT	WBUTS	01000	R	AC	87	\$9,900	SLURRY SEAL
CAMELOT CIR	CDS - END (NORTH)	CDS - END (SOUTH)	WCAMC	01000	R	AC	87	\$5,985	SLURRY SEAL

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
CARISSA CT	TWINFLOWER AVE	CDS - END	WCARC	010000	R	AC	86	\$1,776	SLURRY SEAL
CARLTON RD	SMITH RANCH RD	COUNTRY PARK DR	WCARR	01000	R	AC	87	\$9,243	SLURRY SEAL
CARRINGTON ST	CLINTON KEITH RD	DEVONSHIRE LN	WCARS	01000	R	AC	87	\$5,004	SLURRY SEAL
CEDAR RIDGE CT	CROSS ROADS ST	CDS - END	WCEDR	01000	R	AC	87	\$2,151	SLURRY SEAL
CHESTERFIELD LN	COVINGTON DR	CDS - END	WCHEL	01000	R	AC	87	\$8,631	SLURRY SEAL
CHLOE CT	FREDERICK ST	CDS - END	WCHLC	01000	R	AC	87	\$4,896	SLURRY SEAL
CITRUS GROVE LN	BLONDON CT	LEMON ST	WCIGRL	01000	R	AC	82	\$4,168	SLURRY SEAL
CINNABAR CT	CARLTON RD	CDS - END	WCINC	01000	R	AC	87	\$1,926	SLURRY SEAL
COUNTRY HILLS DR	BLONDON CT	CITRUS GROVE LN	WCOHID	01000	R	AC	82	\$9,192	SLURRY SEAL
COVINGTON DR	CLINTON KEITH RD	CHESTERFIELD LN	WCOVD	01000	R	AC	87	\$7,839	SLURRY SEAL
CROSSROADS ST	LA ESTRELLA ST	LORING RD	WCROS	01000	R	AC	87	\$11,349	SLURRY SEAL
DAVID LN	VIA SARAH	140' N SEAGRASS TRL	WDAVL	01000	R	AC	87	\$10,062	SLURRY SEAL
DEVONSHIRE LN	CHESTERFIELD LN	CDS - END	WDEVL	01000	R	AC	87	\$5,670	SLURRY SEAL
JACKSON AVE	JANA LN	EAST END	WJACA	01000	R	AC	85	\$4,160	SLURRY SEAL
LACASELLA CT	WALNUT ST	CDS - END	WLACC	01000	R	AC	87	\$2,416	SLURRY SEAL
LORING RD	VERDE VISTA WAY	131' E BUTCHART ST	WLORR	01000	R	AC	87	\$10,206	SLURRY SEAL
MANDARIN CT	HARVEST WAY E	CDS - END	WMANC	01000	R	AC	87	\$3,303	SLURRY SEAL
MICHAEL CT	VIA SARAH	CDS - END	WMICC	01000	R	AC	87	\$3,168	SLURRY SEAL
NUTMEG ST	VIA SARAH	END	WNUTS	01000	R	AC	87	\$915	SLURRY SEAL
PINK GINGER CT	PASADENA ST	CDS - END	WPIGIC	01000	R	AC	87	\$4,264	SLURRY SEAL
PORTICA CT	CROSSROADS ST	CDS - END	WPORC	01000	R	AC	87	\$3,600	SLURRY SEAL
PROTEA CT	PASADENA CT	CDS - END	WPROC	01000	R	AC	87	\$4,248	SLURRY SEAL
SEAGRASS TRL	DAVID LN	VIA SARAH	WSEAG	01000	R	AC	87	\$10,062	SLURRY SEAL
SILKTASSEL CT	BLUE MIST WAY	CDS - END	WSILC	01000	R	AC	86	\$3,376	SLURRY SEAL
SUNDRUPS LN	UNION ST	CDS - END	WSUNL	01000	R	AC	86	\$4,552	SLURRY SEAL
SUNFLOWER WAY	TRILLIUM DR	TWINFLOWER AVE	WSUNW	01000	R	AC	86	\$6,216	SLURRY SEAL
VERDE VISTA WY	COUNTRY PARK DR	CDS - END	WVERW	01000	R	AC	87	\$11,565	SLURRY SEAL
VIA SARAH	CORNUCOPIA WAY	NUTMEG	WVIAS	01000	R	AC	87	\$21,600	SLURRY SEAL
WAGON TRAIN DR	RAINBARREL RD	HARVEST WAY E	WWAGTR	01000	R	AC	87	\$11,277	SLURRY SEAL
WAGON TRAIN DR	HARVEST WAY E	CDS - END	WWAGTR	02000	R	AC	87	\$5,976	SLURRY SEAL
WINKLER ST	VIA SARAH	SEAGRASS TRL	WWINS	01000	R	AC	87	\$8,622	SLURRY SEAL
WOLCOTT CT	BUTCHART ST	CDS - END	WWOLC	01000	R	AC	87	\$3,105	SLURRY SEAL
YORK SHIRE WAY	COVINGTON DR	CAMELOT CIR	WYORS	01000	R	AC	87	\$2,592	SLURRY SEAL

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
								Treatment Total	\$1,746,118
ALMOND ST	LAGUNA RD	CANYON DR	W1010A	01000	R	AC	100	\$146,454	THICK AC OVERLAY(2.5 INCHES)
ALMOND ST	BUNDY CANYON RD	END	W1010A	02000	R	AC	100	\$18,720	THICK AC OVERLAY(2.5 INCHES)
CHERRY ST	BAXTER RD	WALNUT ST	W1083A	01000	R	AC	100	\$104,920	THICK AC OVERLAY(2.5 INCHES)
CHERRY ST	WALNUT ST	CANYON DR	W1083A	02000	R	AC	100	\$72,380	THICK AC OVERLAY(2.5 INCHES)
OLIVE ST	MISSION TRL	GRAPE ST	W1333	01000	C	AC	100	\$147,565	THICK AC OVERLAY(2.5 INCHES)
CHARLES ST	WOSHKA LN	ARNOLD LN	W1677	02000	R	AC	100	\$22,780	THICK AC OVERLAY(2.5 INCHES)
RAYNOR LN	ORANGE ST	END	W1931	01000	R	AC	100	\$35,750	THICK AC OVERLAY(2.5 INCHES)
PONY CART TURN	SILVER SPUR LN	CDS - END	W3177	01000	R	AC	100	\$11,520	THICK AC OVERLAY(2.5 INCHES)
SILVER SPUR LN	GRUWELL ST	CDS - END	W3178	01000	R	AC	100	\$29,494	THICK AC OVERLAY(2.5 INCHES)
MONTE VISTA DR	BAXTER RD	BUNDY CANYON RD	W3245	01000	R	AC	100	\$355,905	THICK AC OVERLAY(2.5 INCHES)
COMBINE CIR	HARVEST WY	CDS - END	W7464	01000	R	AC	100	\$13,292	THICK AC OVERLAY(2.5 INCHES)
								Treatment Total	\$958,780
GRUWELL ST	PALOMAR ST	ORANGE ST	W1188	03000	C	AC	100	\$21,147	THIN AC OVERLAY(1.5 INCHES)
LEMON ST	MISSION TR	LOQUAT ST	W1259	01000	C	AC	100	\$112,607	THIN AC OVERLAY(1.5 INCHES)
PALOMAR ST	MISSION TRL	ELM ST	W1343A	01000	A	AC/AC	100	\$185,932	THIN AC OVERLAY(1.5 INCHES)
PALOMAR ST	520' SE MC VICAR ST	CLINTON KEITH RD	W1343A	05000	A	AC/AC	100	\$114,146	THIN AC OVERLAY(1.5 INCHES)
PALOMAR ST	CLINTON KEITH RD	203' E HARWOOD LN	W1343A	06000	A	AC	100	\$129,600	THIN AC OVERLAY(1.5 INCHES)
WESLEY ST	GRAND AVE	PALOMAR ST	W1474	01000	C	AC	100	\$74,139	THIN AC OVERLAY(1.5 INCHES)
GRAPE ST	LEMON ST	OLIVE ST	W1620	01000	C	AC	100	\$133,389	THIN AC OVERLAY(1.5 INCHES)
CLINTON KEITH RD	1334' E I-15	SALIDA DEL SOL	W1930	05000	A	AC	100	\$161,622	THIN AC OVERLAY(1.5 INCHES)
CLINTON KEITH RD	SALIDA DEL SOL	935' W ELIZABETH LN	W1930	06000	A	AC	100	\$23,198	THIN AC OVERLAY(1.5 INCHES)
								Treatment Total	\$955,780
								Year 2013 Total	\$5,591,949
<b>Year: 2014</b>									
MALAGA RD	824' E MISSION TRL	1274' E MISSION TRL	W1289	02000	R	AC	100	\$17,160	RECONSTRUCT
								Treatment Total	\$17,160
BUNDY CANYON RD	CANYON RANCH RD	OAK CIRCLE DR	W1056B	02000	C	AC/AC	100	\$253,386	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
PALOMAR ST	CORYDON ST	FLANDERS LN	W1343	01000	C	AC/AC	100	\$221,826	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
								Treatment Total	\$475,212
ALMOND ST	VINE ST	GRAPE SPUR LN	W1010B	01000	R	AC	86	\$5,129	SLURRY SEAL

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
BALSAM ST	TWINFLOWER AVE	TRILLIUM DR	W1029	01000	R	AC	84	\$9,520	SLURRY SEAL
TWINFLOWER AVE	FREDERICK ST	SUNFLOWER WAY	W1035	01000	R	AC	83	\$10,296	SLURRY SEAL
CANYON DR	ORANGE ST	END	W1068	01000	R	AC	78	\$3,511	SLURRY SEAL
CATT RD	CANNERY RD	AGAPE LN	W1070	02000	R	AC	87	\$5,850	SLURRY SEAL
CATT RD	AGAPE LN	ARNETT RD	W1070	03000	R	AC	87	\$4,732	SLURRY SEAL
FALCON CREST CIR	CHERRY ST	END	W1073	01000	R	AC	76	\$2,918	SLURRY SEAL
SEQUOIA CIR	CHERRY ST	END	W1074	01000	R	AC	70	\$4,745	SLURRY SEAL
OSPREY CT	CHERRY ST	CDS - END	W1075	01000	R	AC	72	\$4,934	SLURRY SEAL
TRILLIUM DR	BALSAM ST	TWINFLOWER AVE	W1097	01000	R	AC	84	\$19,582	SLURRY SEAL
HUNTERS RUN CT	CHERRY ST	CDS - END	W1121	01000	R	AC	81	\$5,167	SLURRY SEAL
HIDDEN GLEN CIR	CANYON DR	CDS - END	W1122	01000	R	AC	78	\$4,826	SLURRY SEAL
LARKSPUR DR	TRILLIUM DR	TWINFLOWER AVE	W1126	01000	R	AC	82	\$10,708	SLURRY SEAL
GOLDFIELD ST	TRILLIUM DR	END	W1140	01000	R	AC	83	\$852	SLURRY SEAL
PRAIRIE RD	GIERSON AVE	CERVERA RD	W1156	01000	R	AC	77	\$12,842	SLURRY SEAL
OAKMORE LN	BIGLEAF LN	PRAIRE RD	W1165	01000	R	AC	78	\$2,827	SLURRY SEAL
GAFFORD RD	LEMON ST / LOST RD	GREAT FALLS RD	W1171	01000	R	AC	78	\$14,196	SLURRY SEAL
GAFFORD RD	GREAT FALLS RD	881' E GREAT FALLS RD	W1171	02000	R	AC	81	\$9,163	SLURRY SEAL
GAFFORD RD	881' E GREAT FALLS RD	1577' E GREAT FALLS RD	W1171	03000	R	AC	84	\$5,429	SLURRY SEAL
ASTER DR	TRILLIUM DR	TWINFLOWER AVE	W1177	01000	R	AC	83	\$9,258	SLURRY SEAL
WAGON RIM CT	ALMOND ST	CDS - END	W1186	01000	R	AC/AC	87	\$5,710	SLURRY SEAL
GROVE ST	ALMOND ST	ORANGE ST	W1187	01000	R	AC	85	\$9,852	SLURRY SEAL
MAPLE TREE LN	WINDTREE AVE	END	W1207	01000	R	AC/AC	82	\$3,425	SLURRY SEAL
WINDTREE AVE	GRAPE ST	WOODCREEK LN	W1208	01000	R	AC/AC	86	\$26,920	SLURRY SEAL
WOODCREEK LN	WINDTREE AVE	WINDTREE AVE	W1209	01000	R	AC/AC	86	\$17,182	SLURRY SEAL
WILLOW TREE LN	WINDTREE AVE	WOODCREEK LN	W1210	01000	R	AC/AC	85	\$7,273	SLURRY SEAL
ROCK ELM DR	SWEETBAY CIR	TIMBER LN	W1237	01000	R	AC	89	\$4,840	SLURRY SEAL
TIMBER LN	ROCK ELM DR	CDS - END	W1238	01000	R	AC	86	\$8,031	SLURRY SEAL
VLLA DEL SOL	SWEETBAY CIR	END	W1246	01000	R	AC	86	\$5,401	SLURRY SEAL
LAGUNA RD	WESLEY ST	CABERNET PL	W1291	02000	R	AC	88	\$9,194	SLURRY SEAL
WING ELM CIR	HARWOOD LN	CDS - END	W1337	01000	R	AC	80	\$12,674	SLURRY SEAL
HARWOOD LN	PALOMAR ST	WING ELM CIR	W1339	01000	R	AC	86	\$1,844	SLURRY SEAL
SWEETBAY CIR	ROCK ELM DR	CDS - END	W1341	01000	R	AC	83	\$10,353	SLURRY SEAL
WHITE SPRUCE CT	WING ELM CIR	CDS - END	W1342	01000	R	AC	85	\$7,152	SLURRY SEAL

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
BAYBERRY RD	PALOMAR ST	TIMBER LN	W1344	01000	R	AC	88	\$9,042	SLURRY SEAL
VICTORIAN LN	GRAPE ST	WOODCREEK LN	W1348B	01000	R	AC/AC	84	\$13,074	SLURRY SEAL
SYLVESTER RD	MISSION TR	LAKEVIEW TERRACE	W1420	01000	R	AC	78	\$6,387	SLURRY SEAL
VINE ST	GRAPE ST	ALMOND ST	W1458B	01000	R	AC/AC	85	\$2,912	SLURRY SEAL
WAITE ST	MISSION TR	ALMOND ST	W1460A	01000	R	AC	86	\$26,598	SLURRY SEAL
ALBERT ST	CLOUD CREST CT	CORYDON ST	W1479	01000	R	AC	81	\$8,509	SLURRY SEAL
CLOUD CREST CT	AUTUMN OAK PL	CDS - END	W1499	01000	R	AC	76	\$4,250	SLURRY SEAL
ROSS RD	151' W TRAILWOOD CT	CDS - END	W1500	01000	R	AC	88	\$4,840	SLURRY SEAL
WELLS PL	GRAND AVE	TRAILWOOD CT	W1502	01000	R	AC	77	\$2,715	SLURRY SEAL
AUTUMN OAK PL	CEDAR SPRING CT	CDS - END	W1509	01000	R	AC	72	\$7,386	SLURRY SEAL
MAPLELEAF CT	ALDERBROOK RD	CDS - END	W1510	01000	R	AC	83	\$3,099	SLURRY SEAL
HILL SPRING RD	WELLS PL	ALDERBROOK RD	W1512	01000	R	AC	83	\$5,411	SLURRY SEAL
MAYHALL DR	TRAILWOOD CT	ALDERBROOK RD	W1513	01000	R	AC	84	\$6,386	SLURRY SEAL
WINDING WAY	GAFFORD RD	END	W1545	01000	R	AC	87	\$5,242	SLURRY SEAL
CHELSEA LN	GAFFORD RD	BRIGHTON CT	W1546	01000	R	AC	86	\$3,769	SLURRY SEAL
SHEFFIELD CT	CHELSEA LN	CDS - END	W1548	01000	R	AC	84	\$3,437	SLURRY SEAL
BRIGHTON CT	CHELSEA LN	CDS - END	W1549	01000	R	AC	84	\$3,520	SLURRY SEAL
HILLCREST CT	GAFFORD RD	CDS - END	W1550	01000	R	AC	85	\$2,987	SLURRY SEAL
ARNOLD LN	PALOMAR ST	CHARLES ST	W1599	01000	R	AC/AC	88	\$12,131	SLURRY SEAL
AUTUMN SAGE CT	VALLEY VISTA CIR	CDS - END	W1685	01000	R	AC	88	\$4,751	SLURRY SEAL
WALNUT CREEK RD	VALLEY VISTA CIR	BUNDY CANYON RD	W1686	01000	R	AC	82	\$5,298	SLURRY SEAL
PARKSIDE CT	VALLEY VISTA CIR	CDS - END	W1687	01000	R	AC	85	\$2,255	SLURRY SEAL
WINDWOOD LN	VALLEY VISTA CIR	SUNNYBROOK DR	W1689	01000	R	AC	88	\$3,408	SLURRY SEAL
WINDWOOD LN	SUNNYBROOK DR	END	W1689	02000	R	AC	88	\$8,664	SLURRY SEAL
VALLEY VISTA CIR	WALNUT CREEK RD	1911' NE & SW WALNUT CREEK RD - END	W1699	01000	R	AC	85	\$17,887	SLURRY SEAL
COUNTRYSIDE CIR	WINDWOOD LN	CDS - END	W1704	01000	R	AC	87	\$1,931	SLURRY SEAL
SHADED MEADOW CIR	WINDWOOD LN	CDS - END	W1705	01000	R	AC	88	\$1,556	SLURRY SEAL
QUAIL CREEK LN	SUNNYBROOK DR	END	W1808	01000	R	AC	87	\$4,999	SLURRY SEAL
PHEASANT RUN CIR	SUNNYBROOK DR	CDS - END	W1811	01000	R	AC	85	\$2,362	SLURRY SEAL
SUNNYBROOK DR	WINDWOOD LN	END	W1815	01000	R	AC	81	\$10,256	SLURRY SEAL
HIDDEN SPRINGS RD	CLINTON KEITH RD	END	W1857	01000	R	AC	88	\$3,938	SLURRY SEAL
TEIL GLEN RD	OCTOPUS LN	FREDERICK ST	W1883	01000	R	AC	88	\$9,635	SLURRY SEAL
OCTOPUS LN	TEIL GLEN RD	EMPIRE PENGUIN RD	W1884	01000	R	AC	88	\$2,130	SLURRY SEAL

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
EMPIRE PENGUIN RD	OCTOPUS LN	1150' W OCTOPUS LN	W1885	01000	R	AC	71	\$9,568	SLURRY SEAL
LINDA VISTA LN	WAITE ST	CDS - END	W1896	01000	R	AC/AC	86	\$4,034	SLURRY SEAL
AMBERTON DR	WAITE ST	CDS - END	W1992	01000	R	AC/AC	88	\$3,982	SLURRY SEAL
DEAN LN	WALNUT ST	CDS - END	W3219	01000	R	AC/AC	86	\$3,808	SLURRY SEAL
TREE LN	WALNUT ST	CDS - END	W3220	01000	R	AC/AC	86	\$3,808	SLURRY SEAL
CAMERON LN	AMADO LN	END	W3769	01000	R	AC/AC	77	\$2,472	SLURRY SEAL
ELIZABETH LN	PRIELIPP RD	END	W9414A	01000	R	AC	88	\$8,097	SLURRY SEAL
MADORA DR	CATT RD	TIMBER RIDGE CT	W9696	01000	R	AC	88	\$11,953	SLURRY SEAL
SUNLIGHT CT	MADORA DR	CDS - END	W9697	01000	R	AC	88	\$1,071	SLURRY SEAL
JOY CT	MADORA DR	CDS - END	W9698	01000	R	AC	88	\$2,665	SLURRY SEAL
NAN ST	MADORA DR	CATT RD	W9699	01000	R	AC	88	\$4,690	SLURRY SEAL
TIMBER RIDGE CT	MADORA DR	CDS - END	W9700	01000	R	AC	88	\$3,623	SLURRY SEAL
AMARYLLIS CT	PASADENA ST	CDS - END	WAMAC	01000	R	AC	87	\$2,496	SLURRY SEAL
FALLING LEAF CT	SHADOW CANYON TRL	CDS - END	WFALEC	01000	R	AC	87	\$2,946	SLURRY SEAL
OAK HOLLOW CT	WHISPERING GLEN TRL	CDS - END	WOAHOC	01000	R	AC	87	\$2,214	SLURRY SEAL
VILLA DEL SOL	SWEET BAY CIR	80' N TIMBER LN	WVIDESO	01000	R	AC	77	\$6,116	SLURRY SEAL
WHISPERING GLEN TRL	MEADOW RIDGE LN	CDS - END	WWHGLT	01000	R	AC	87	\$8,811	SLURRY SEAL
								Treatment Total	\$569,455
WALNUT ST	MISSION TR	WHITE ST	W1463	01000	C	AC	100	\$484,848	THICK AC OVERLAY(2.5 INCHES)
CLINTON KEITH RD	PALOMAR ST	END	W1930	02000	A	AC	100	\$124,914	THICK AC OVERLAY(2.5 INCHES)
								Treatment Total	\$609,762
GRAND AVE	SOUTH PASADENA ST	MC VICAR ST	W1180A	02000	A	AC	100	\$148,202	THIN AC OVERLAY(1.5 INCHES)
GRUWELL ST	GRAND AVE	1475' SW PALOMAR ST	W1188	01000	C	AC/AC	100	\$37,347	THIN AC OVERLAY(1.5 INCHES)
								Treatment Total	\$185,549
								Year 2014 Total	\$1,857,138
<b>Year: 2015</b>									
BUNDY CANYON RD	675' W ALMOND ST	I-15	W1056A	02000	C	AC	100	\$364,088	RECONSTRUCT
CHERRY ST	BUNDY CANYON RD	WAITE ST	W1083C	01000	R	AC	100	\$111,276	RECONSTRUCT
								Treatment Total	\$475,364
FREDERICK ST	CHARLES ST	PALOMAR ST	W1674	03000	R	AC	100	\$59,142	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
								Treatment Total	\$59,142

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
SHADY GROVE CIR	FREDERICK ST	CDS - END	W10057	01000	R	AC	84	\$2,181	SLURRY SEAL
BLACKSTONE CIR	CATT RD	CDS - END	W10058	01000	R	AC	84	\$4,165	SLURRY SEAL
CANYON DR	643' E ORANGE ST	CHERRY ST	W1068	02000	R	AC	78	\$5,265	SLURRY SEAL
CATT RD	PALOMAR ST	CHARLES ST	W1070	01000	R	AC	85	\$12,918	SLURRY SEAL
CHADLYN CT	GRAND AVE	CDS - END	W1087	01000	R	AC	78	\$8,854	SLURRY SEAL
BIGLEAF LN	OAKMORE LN	RASPBERRY LN	W1160	01000	R	AC	78	\$4,381	SLURRY SEAL
GRUWELL ST	1475' SW PALOMAR ST	PALOMAR ST	W1188	02000	C	AC	82	\$11,966	SLURRY SEAL
GRUWELL ST	SHOEMAKER DR	ORANGE ST	W1188A	02000	R	AC	78	\$8,940	SLURRY SEAL
LEMON ST	LOQUAT ST	GRAPE ST	W1259	02000	C	AC/AC	86	\$16,829	SLURRY SEAL
PRIELIPP RD	ELIZABETH LN	JANA LN	W1276	02000	R	AC	77	\$11,505	SLURRY SEAL
ORANGE ST	WAITE ST	LEMON ST	W1335B	01000	R	AC/AC	84	\$7,604	SLURRY SEAL
GRAPE SPUR LN	GRAPE ST	ALMOND ST	W1346	01000	R	AC	78	\$2,243	SLURRY SEAL
VALLEY VIEW AVE	SYLVESTER RD	MALAGA RD	W1448A	01000	R	AC	78	\$4,400	SLURRY SEAL
GRAPE ST	OLIVE ST	LAKE ELSINORE C L	W1620	02000	C	AC/AC	84	\$57,206	SLURRY SEAL
CHARLES ST	ARNOLD LN	CANNERY RD	W1677	03000	R	AC	77	\$5,603	SLURRY SEAL
CRIMSON LASSO DR	SMITH RANCH RD	HITCHING POST LN	W9883	01000	R	AC	87	\$5,189	SLURRY SEAL
HITCHING POST LN	STIRUP DR	CRIMSON LASSO DR	W9884	01000	R	AC	87	\$2,726	SLURRY SEAL
HORSESHOE CT	CRIMSON LASSO DR	CDS - END	W9885	01000	R	AC	87	\$3,165	SLURRY SEAL
LIPIZZAN LN	MUSTANG SPIRIT LN	HOOFPRIENT DR	W9886	01000	R	AC	87	\$12,061	SLURRY SEAL
HOOFPRIENT DR	LIPIZZAN LN	BRIDLEPATH LN	W9887	01000	R	AC	87	\$4,381	SLURRY SEAL
MUSTANG SPIRIT LN	HOOFPRIENT DR	CDS - END	W9888	01000	R	AC	87	\$20,306	SLURRY SEAL
BRIDLEPATH LN	CLINTON KEITH RD	HOOFPRIENT DR	W9889	01000	R	AC	87	\$1,685	SLURRY SEAL
BAY ROAN CT	LIPIZZAN LN	CDS - END	W9890	01000	R	AC	87	\$2,355	SLURRY SEAL
MERIDIAN CT	LIPIZZAN LN	CDS - END	W9891	01000	R	AC	87	\$2,416	SLURRY SEAL
GELDING CT	MUSTANG SPIRIT LN	CDS - END	W9892	01000	R	AC	87	\$2,431	SLURRY SEAL
STIRUP DR	LIPIZZAN LN	HITCHING POST LN	W9893	01000	R	AC	87	\$2,405	SLURRY SEAL
ALTA OAKS DR	ARNETT RD	BANYAN RIM DR	WALOAD	01000	R	AC	87	\$3,544	SLURRY SEAL
ARNETT RD	ALTA OAKS DR	CATT RD	WARNR	01000	R	AC	87	\$11,477	SLURRY SEAL
AVRY WAY	CATT RD	LEXI LN	WAVRW	01000	R	AC	87	\$3,989	SLURRY SEAL
BANYAN RIM DR	ALTA OAKS DR	CATT RD	WBARID	01000	R	AC	87	\$11,380	SLURRY SEAL
BOO BOO LN	WALNUT ST	CDS - END	WBOBOL	01000	R	AC	77	\$741	SLURRY SEAL
BUENA CT	BANYAN RIM DR	CDS - END	WBUEC	01000	R	AC	87	\$2,086	SLURRY SEAL
HIGHLAND OAKS CT	ARNETT RD	CDS - END	WHIOAC	01000	R	AC	87	\$2,813	SLURRY SEAL
LEXI LN	CATT RD	NONNIE DR	WLEXL	01000	R	AC	87	\$12,071	SLURRY SEAL

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
MORELOCK WAY	PALOMAR ST	ALBERT ST	WMORW	01000	R	AC	77	\$1,947	SLURRY SEAL
NONNIE DR	LEXI LN	CDS - END	WNOND	01000	R	AC	87	\$7,970	SLURRY SEAL
WILD HORSE CT	BANYAN RIM DR	CDS- END	WWIHOC	01000	R	AC	87	\$2,069	SLURRY SEAL
Treatment Total								\$283,267	
BUNDY CANYON RD	MISSION TR	675' W ALMOND ST	W1056A	01000	RMa C	AC	100	\$170,470	THICK AC OVERLAY(2.5 INCHES)
DURANGO CT	UNION ST	CDS - END	W1071	01000	R	AC	100	\$79,678	THICK AC OVERLAY(2.5 INCHES)
DARBY ST	CENTRAL ST	SOUTH PASADENA ST	W1120	02000	R	AC	100	\$57,455	THICK AC OVERLAY(2.5 INCHES)
SHEILA LN	534' NE GRAND AVE	UNION ST	W1284	02000	R	AC	100	\$51,917	THICK AC OVERLAY(2.5 INCHES)
RYE LN	CASHEW ST	CDS - END	W1293	01000	R	AC	100	\$15,900	THICK AC OVERLAY(2.5 INCHES)
BUCKHORN RD	PALOMAR ST	AUTUMN OAK PL	W1503	01000	R	AC	100	\$45,687	THICK AC OVERLAY(2.5 INCHES)
THE FARM RD	BUNDY CANYON RD	100' S CITRUS HILL RD	W1987	01000	R	AC	100	\$257,427	THICK AC OVERLAY(2.5 INCHES)
HARVEST WAY EAST	DEEP WELL RD	CORNSTALK RD	W7553	02000	R	AC	100	\$259,152	THICK AC OVERLAY(2.5 INCHES)
Treatment Total								\$937,686	
BAXTER RD	CENTRAL ST	I-15	W1023	01000	A	AC/AC	100	\$71,386	THIN AC OVERLAY(1.5 INCHES)
ORANGE ST	BUNDY CANYON RD	GRUWELL ST	W1335	01000	C	AC	100	\$212,415	THIN AC OVERLAY(1.5 INCHES)
MISSION TRL	PALOMAR ST	WALNUT ST	W1619A	01000	A	AC	100	\$154,412	THIN AC OVERLAY(1.5 INCHES)
CLINTON KEITH RD	310' E BRIDLEPATH LN	MURRIETA C L	W1930	09000	A	AC	100	\$98,026	THIN AC OVERLAY(1.5 INCHES)
Treatment Total								\$536,239	
Year 2015 Total								\$2,291,698	

## Year: 2016

INLAND VALLEY DR	PRIELIPP RD	END	W1181	01000	R	AC	100	\$299,627	RECONSTRUCT
Treatment Total								\$299,627	
LIME ST	ORCHARD ST	END	W1266	01000	R	AC	82	\$7,537	SLURRY SEAL
LOQUAT ST	LEMON ST	VICTORIAN LN	W1272	01000	R	AC	77	\$7,796	SLURRY SEAL
VICTORIAN LN	MISSION TRL	WILDOMAR RD	W1348A	01000	R	AC	86	\$2,468	SLURRY SEAL
ALAMEDA DEL MONTE	WILSON ST	END	W1467	01000	R	AC	74	\$1,638	SLURRY SEAL
WILDOMAR RD	LEWIS ST	ELBERTA RD	W1480A	01000	R	AC	83	\$33,444	SLURRY SEAL
TRANQUIL LN	GRAND AVE	CRESTED FINCH CT	WTRAL	01000	R	AC	87	\$6,165	SLURRY SEAL
Treatment Total								\$59,048	
CRESCENT AVE	SEDCO BLVD	ELBERTA RD	W1114	02000	R	AC	100	\$58,111	THICK AC OVERLAY(2.5 INCHES)
DUNN ST	CENTRAL ST	SOUTH PASADENA ST	W1136	03000	R	AC	100	\$54,568	THICK AC OVERLAY(2.5 INCHES)

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
UNION ST	CORYDON ST	TRAILWOOD CT	W1444B	01000	R	AC	100	\$47,515	THICK AC OVERLAY(2.5 INCHES)
WHEATFIELD CIR	THE FARM RD	CDS - END	W1985	01000	R	AC	100	\$67,695	THICK AC OVERLAY(2.5 INCHES)
PUMPKIN PATCH RD	THE FARM RD	SOUTH END	W3761	02000	R	AC	100	\$31,840	THICK AC OVERLAY(2.5 INCHES)
CORNSTALK RD	HARVEST WY E	CDS - END	W7463	01000	R	AC	100	\$184,088	THICK AC OVERLAY(2.5 INCHES)
								Treatment Total	\$443,817
								Year 2016 Total	\$802,492

## Year: 2017

AWA CIR	HUNWUT DR	CDS - END	W1645	01000	R	AC	77	\$1,207	SLURRY SEAL
WOSHKA LN	CHARLES ST	FREDERICK ST	W1670	01000	R	AC	77	\$24,997	SLURRY SEAL
VIRGO WAY	GRAND AVE	AMETHYST RD	W9100	01000	R	AC	92	\$9,060	SLURRY SEAL
AMETHYST RD	CANYON CREST ST	VIRGO WY	W9101	01000	R	AC	92	\$2,293	SLURRY SEAL
CANYON CREST ST	GRAND AVE	AMETHYST RD	W9102	01000	R	AC	92	\$9,275	SLURRY SEAL
WILLOW BAY RD	GRAND AVE	QUARTZ WY	W9103	01000	R	AC	92	\$9,004	SLURRY SEAL
ATHEA WAY	STARLIGHT ST	WILLOW BAY RD	W9104	01000	R	AC	92	\$2,340	SLURRY SEAL
QUARTZ WAY	PASADENA ST	CDS - END	W9105	01000	R	AC	91	\$5,915	SLURRY SEAL
STARLIGHT ST	ATHEA WY	CDS - END	W9106	01000	R	AC	92	\$9,500	SLURRY SEAL
IODINE SPRINGS RD	CLINTON KEITH RD	SENNA DR	W9198	01000	R	AC	90	\$28,732	SLURRY SEAL
SALIDA DEL SOL	CLINTON KEITH RD	LA ESTRELLA ST	W9199	01000	R	AC	91	\$23,164	SLURRY SEAL
PORRAS RD	LA ESTRELLA ST	2622' N LA ESTRELLA ST	W9200	01000	R	AC	90	\$23,006	SLURRY SEAL
LA ESTRELLA ST	806' W PORRAS RD	PORRAS RD	W9201	01000	R	AC	88	\$7,544	SLURRY SEAL
LA ESTRELLA ST	PORRAS RD	SALIDA DEL SOL	W9201	02000	R	AC	90	\$22,374	SLURRY SEAL
EL DIAMANTE DR	ROSITA DR	PLATA CT	W9202	01000	R	AC	91	\$19,500	SLURRY SEAL
RUBI CT	EL DIAMANTE DR	CDS - END	W9203	01000	R	AC	91	\$2,939	SLURRY SEAL
ESMERALDA CT	EL DIAMANTE DR	CDS - END	W9204	01000	R	AC	91	\$4,961	SLURRY SEAL
SAFIRO CT	EL DIAMANTE DR	CDS - END	W9205	01000	R	AC	91	\$4,989	SLURRY SEAL
BRILLANTE DR	PORRAS RD	CDS - END	W9206	01000	R	AC	91	\$20,007	SLURRY SEAL
SENNA DR	EL DIAMANTE DR	CDS - END	W9207	01000	R	AC	91	\$18,595	SLURRY SEAL
PLATA CT	EL DIAMANTE DR	CDS - END	W9208	01000	R	AC	91	\$3,566	SLURRY SEAL
ORO CT	SENNA DR	CDS - END	W9209	01000	R	AC	91	\$1,694	SLURRY SEAL
TRIG RD	LA ESTRELLA ST	SENNA DR	W9210	01000	R	AC	90	\$1,485	SLURRY SEAL
PERLA PL	BRILLANTE DR	SENNA DR	W9211	01000	R	AC	90	\$3,601	SLURRY SEAL
PORTOLA PL	BRILLANTE DR	ROSITA DR	W9212	01000	R	AC	91	\$9,245	SLURRY SEAL

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
AMATISTA AVE	BRILLANTE DR	ROSITA DR	W9213	01000	R	AC	91	\$9,634	SLURRY SEAL
VERONA CT	AMATISTA AVE	CDS- END	W9214	01000	R	AC	88	\$4,259	SLURRY SEAL
TOPACIO CT	AMATISTA AVE	CDS - END	W9215	01000	R	AC	91	\$5,279	SLURRY SEAL
ROSITA DR	PORRAS RD	CDS - END	W9216	01000	R	AC	90	\$19,470	SLURRY SEAL
OPALO RD	ROSITA DR	END	W9217	01000	R	AC	91	\$1,127	SLURRY SEAL
PRIMROSE LN	PALOMAR ST	HELIOTROPE LN	W9219	01000	R	AC	87	\$1,201	SLURRY SEAL
HELIOTROPE LN	IRIS LN	CDS - END	W9220	01000	R	AC	91	\$10,245	SLURRY SEAL
IRIS LN	HELIOTROPE LN	CARNATION LN	W9221	01000	R	AC	91	\$8,044	SLURRY SEAL
CARNATION LN	SOUTH PASADENA ST	IRIS LN	W9222	01000	R	AC	91	\$12,540	SLURRY SEAL
DAHLIA LN	CARNATION LN	CDS - END	W9223	01000	R	AC	91	\$9,045	SLURRY SEAL
POINSETTIA LN	DAHLIA LN	CDS - END	W9224	01000	R	AC	91	\$3,980	SLURRY SEAL
CAMELLIA LN	DAHLIA LN	CDS - END	W9225	01000	R	AC	91	\$3,875	SLURRY SEAL
GARDENA LN	IRIS LN	CDS - END	W9226	01000	R	AC	91	\$3,938	SLURRY SEAL
GOLDENROD LN	IRIS LN	CDS - END	W9227	01000	R	AC	90	\$3,886	SLURRY SEAL
AGAPE LN	CATT RD	SOUTH END	WAGAL	01000	R	AC	87	\$15,520	SLURRY SEAL
BIG SYCAMORE CT	SHEILA LN	CDS - END	WBISYC	01000	R	AC	87	\$6,271	SLURRY SEAL
CRESTED FINCH CT	SWEET NECTAR RD	CDS - END	WCRFIC	01000	R	AC	87	\$5,457	SLURRY SEAL
FOX DEN RD	SWEET NECTAR RD	SHEILA LN	WFODER	01000	R	AC	87	\$11,624	SLURRY SEAL
HAILEY CT	AGAPE LN	CDS - END	WHAIC	01000	R	AC	87	\$1,810	SLURRY SEAL
SOARING FALCON CT	SWEET NECTAR RD	CDS - END	WSOFAC	01000	R	AC	87	\$3,183	SLURRY SEAL
SWEET NECTAR RD	CRESTED FINCH CT	CDS - END	WSWNER	01000	R	AC	87	\$12,560	SLURRY SEAL
WALKING HORSE CT	AGAPE LN	CDS - END	WWAHOC	01000	R	AC	87	\$2,406	SLURRY SEAL
Treatment Total								\$424,347	
SYDNEY CT	DURANGO CT	CDS - END	W1064	01000	R	AC	100	\$25,045	THICK AC OVERLAY(2.5 INCHES)
KIRKWOOD CT	PALOMAR ST	ANSON WAY	W1066	01000	R	AC	100	\$28,781	THICK AC OVERLAY(2.5 INCHES)
CENTRAL ST	PALOMAR ST	BAXTER RD	W1076B	01000	A	AC	100	\$457,468	THICK AC OVERLAY(2.5 INCHES)
WAITE ST	ORANGE ST	SELLERS ST	W1460B	01000	R	AC	100	\$108,739	THICK AC OVERLAY(2.5 INCHES)
CEDAR SPRING CT	AUTUMN OAK PL	CDS - END	W1504	01000	R	AC	100	\$41,764	THICK AC OVERLAY(2.5 INCHES)
SPUR BROOK DR	BRECKENRIDGE TR	CDS - END	W1711	01000	R	AC	100	\$74,333	THICK AC OVERLAY(2.5 INCHES)
SELLERS RD	BUNDY CANYON RD	CDS - END	W1714	01000	R	AC	100	\$176,602	THICK AC OVERLAY(2.5 INCHES)
CORNCRIB CIR	ROOSTER RD	CDS - END	W3757	01000	R	AC	100	\$27,024	THICK AC OVERLAY(2.5 INCHES)
FLAX LN	HARVEST WAY EAST	HIDDEN HOLLOW DR	W7554	01000	R	AC	100	\$31,310	THICK AC OVERLAY(2.5 INCHES)
Treatment Total								\$971,066	

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Treatment
								Year 2017 Total	\$1,395,413
								Grand Total	\$11,938,690

**ATTACHMENT 3 – PROJECTED SCENARIO  
(\$150K ANNUALLY, SET FUNDING LEVELS)**

SCENARIO – NETWORK CONDITION SUMMARY

SCENARIO – COST SUMMARY

SCENARIO – SECTIONS SELECTED FOR TREATMENT (5-YEAR WORK PLAN)

# Scenarios - Network Condition Summary

Interest: 4%

Inflation: 4%

Printed: 02/20/2013

Scenario: \$150k Annual Budget

Year	Budget	PM Amt	Year	Budget	PM Amt	Year	Budget	PM Amt
2013	\$150,000	20%	2014	\$150,000	20%	2015	\$150,000	20%
2016	\$150,000	20%	2017	\$150,000	20%			

### Projected Network Average PCI by year

Year	Never Treated	With Selected Treatment
2013	74	74
2014	72	73
2015	70	71
2016	69	69
2017	67	68

### Percent Network Area by Functional Classification and Condition Class Condition in base year 2013, prior to applying treatments.

<u>Condition</u> Class	<u>Arterial</u>	<u>Collector</u>	<u>Res/Loc</u>	<u>Other</u>	<u>Total</u>
I	11.2%	5.0%	53.1%	0.0%	69.3%
II / III	4.3%	4.1%	18.0%	0.0%	26.4%
IV	0.0%	0.7%	2.9%	0.0%	3.6%
V	0.0%	0.1%	0.5%	0.0%	0.6%
Total	15.6%	9.9%	74.5%	0.0%	100.0%

### Percent Network Area by Functional Classification and Condition Class Condition in year 2013 after schedulable treatments applied.

<u>Condition</u> Class	<u>Arterial</u>	<u>Collector</u>	<u>Res/Loc</u>	<u>Other</u>	<u>Total</u>
I	11.3%	5.0%	54.8%	0.0%	71.2%
II / III	4.3%	4.1%	16.2%	0.0%	24.6%
IV	0.0%	0.7%	2.9%	0.0%	3.6%
V	0.0%	0.1%	0.5%	0.0%	0.6%
Total	15.6%	9.9%	74.5%	0.0%	100.0%

### Percent Network Area by Functional Classification and Condition Class Condition in year 2017 after schedulable treatments applied.

<u>Condition</u> Class	<u>Arterial</u>	<u>Collector</u>	<u>Res/Loc</u>	<u>Other</u>	<u>Total</u>
I	6.7%	2.8%	50.7%	0.0%	60.2%
II / III	8.0%	4.2%	16.0%	0.0%	28.2%
IV	0.9%	2.5%	6.7%	0.0%	10.1%
V	0.0%	0.5%	1.1%	0.0%	1.5%
Total	15.6%	9.9%	74.5%	0.0%	100.0%

Interest: 4.00%

Inflation: 4.00%

Printed: 02/20/2013

Scenario: \$150k Annual Budget

Year	PM Amt	Budget	Rehabilitation	Preventative Maintenance	Surplus PM	Deferred	Stop Gap		
2013	20%	\$150,000	II	\$114,584	Non-Project	\$0	\$5,477,341	Funded \$35,419	
			III	\$0	Project	\$0	Unmet \$13,423		
			IV	\$0					
			V	\$0					
			Total	\$114,584					
		Project	\$0						
2014	20%	\$150,000	II	\$111,686	Non-Project	\$25,429	\$0	\$6,754,974	Funded \$12,207
			III	\$0	Project	\$0	Unmet \$0		
			IV	\$0					
			V	\$0					
			Total	\$111,686					
		Project	\$0						
2015	20%	\$150,000	II	\$119,662	Non-Project	\$1,256	\$153	\$8,502,611	Funded \$28,591
			III	\$0	Project	\$0	Unmet \$0		
			IV	\$0					
			V	\$0					
			Total	\$119,662					
		Project	\$0						
2016	20%	\$150,000	II	\$99,607	Non-Project	\$8,624	\$204	\$9,170,223	Funded \$21,172
			III	\$20,186	Project	\$0	Unmet \$0		
			IV	\$0					
			V	\$0					
			Total	\$119,793					
		Project	\$0						
2017	20%	\$150,000	II	\$95,600	Non-Project	\$21,650	\$0	\$9,853,963	Funded \$14,919
			III	\$0	Project	\$0	Unmet \$0		
			IV	\$17,197					
			V	\$0					
			Total	\$112,797					
		Project	\$0						

<b>Summary</b>				
Functional Class	Rehabilitation	Prev. Maint.	Funded Stop Gap	Unmet Stop Gap
Arterial	\$94,584	\$18,499	\$30,856	\$0
Collector	\$21,993	\$0	\$28,421	\$4,506
Residential/Local	\$461,945	\$38,460	\$53,031	\$8,917
<b>Grand Total:</b>	<b>\$578,522</b>	<b>\$56,959</b>	<b>\$112,308</b>	<b>\$13,423</b>

## Scenarios - Sections Selected for Treatment

Interest: 4.00%

Inflation: 4.00%

Printed: 02/20/2013

Scenario: \$150k Annual Budget

Year	Budget	PM Amt	Year	Budget	PM Amt	Year	Budget	PM Amt
2013	\$150,000	20%	2014	\$150,000	20%	2015	\$150,000	20%
2016	\$150,000	20%	2017	\$150,000	20%			

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Rating	Treatment
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### Year: 2013

BAXTER RD	GRUWELL ST	END	W1023A	01000	R	AC	78	\$1,606	50,736	SLURRY SEAL
ANSON WAY	DURANGO CT	KIRKWOOD CT	W1065	01000	R	AC	73	\$4,150	45,599	SLURRY SEAL
SILVER RUN CIR	ALMOND ST	CDS - END	W1077	01000	R	AC	77	\$5,429	51,071	SLURRY SEAL
MARSH LN	RASPBERRY LN	GIERSON AVE	W1157	01000	R	AC	75	\$9,477	42,017	SLURRY SEAL
RASPBERRY LN	BIG LEAF LN	MARSH LN	W1162	01000	R	AC	76	\$5,508	42,893	SLURRY SEAL
PRIELIPP RD	INLAND VALLEY DR	ELIZABETH LN	W1276	01000	R	AC	75	\$21,822	49,012	SLURRY SEAL
KASABA CT	GRAY EAGLE CT	CDS - END	W1277	01000	R	AC	75	\$3,200	46,741	SLURRY SEAL
SHEILA LN	GRAND AVE	END	W1284	01000	R	AC	74	\$4,673	46,535	SLURRY SEAL
MOUNTAIN VIEW AVE	LAKEVIEW TERRACE	OLIVE ST	W1317	01000	R	AC	72	\$3,548	40,476	SLURRY SEAL
RIDGE OAK RD	GRAND AVE	UNION ST	W1477	01000	R	AC	71	\$10,480	46,132	SLURRY SEAL
WILDOMAR RD	SYLVESTER RD	MALAGA RD	W1480B	01000	R	AC	74	\$4,219	41,242	SLURRY SEAL
EMPIRE PENGUIN RD	1150' W OCTOPUS LN	FREDERICK ST	W1885	02000	R	AC	75	\$1,134	41,563	SLURRY SEAL
WILD STALLION LN	CENTRAL ST	CDS - END	W3176	01000	R	AC	75	\$3,288	48,335	SLURRY SEAL
COMO ST	CENTRAL ST	DILLON CIR	W3750	01000	R	AC	73	\$4,779	48,917	SLURRY SEAL
AMADO LN	ORANGE ST	CAMERON LN	W3768	01000	R	AC/AC	74	\$8,073	43,715	SLURRY SEAL
								Treatment Total	\$91,386	
CLINTON KEITH RD	SALIDA DEL SOL	935' W ELIZABETH LN	W1930	06000	A	AC	100	\$23,198	45,665	THIN AC OVERLAY(1.5 INCHES)
								Treatment Total	\$23,198	
								Year 2013 Total	\$114,584	

### Year: 2014

CANYON DR	ORANGE ST	END	W1068	01000	R	AC	78	\$3,511	40,419	SLURRY SEAL
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\*\* - Treatment from Project Selection

Scenarios Criteria:

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Rating	Treatment	
FALCON CREST CIR	CHERRY ST	END	W1073	01000	R	AC	76	\$2,918	49,988	SLURRY SEAL	
SEQUOIA CIR	CHERRY ST	END	W1074	01000	R	AC	70	\$4,745	43,301	SLURRY SEAL	
OSPREY CT	CHERRY ST	CDS - END	W1075	01000	R	AC	72	\$4,934	44,934	SLURRY SEAL	
HIDDEN GLEN CIR	CANYON DR	CDS - END	W1122	01000	R	AC	78	\$4,826	50,288	SLURRY SEAL	
PRAIRIE RD	GIERSON AVE	CERVERA RD	W1156	01000	R	AC	77	\$12,842	43,621	SLURRY SEAL	
OAKMORE LN	BIGLEAF LN	PRAIRE RD	W1165	01000	R	AC	78	\$2,827	44,639	SLURRY SEAL	
GAFFORD RD	LEMON ST / LOST RD	GREAT FALLS RD	W1171	01000	R	AC	78	\$14,196	47,815	SLURRY SEAL	
SYLVESTER RD	MISSION TRL	LAKEVIEW TERRACE	W1420	01000	R	AC	78	\$6,387	37,984	SLURRY SEAL	
CLOUD CREST CT	AUTUMN OAK PL	CDS - END	W1499	01000	R	AC	76	\$4,250	45,391	SLURRY SEAL	
WELLS PL	GRAND AVE	TRAILWOOD CT	W1502	01000	R	AC	77	\$2,715	43,610	SLURRY SEAL	
AUTUMN OAK PL	CEDAR SPRING CT	CDS - END	W1509	01000	R	AC	72	\$7,386	41,792	SLURRY SEAL	
COUNTRYSIDE CIR	WINDWOOD LN	CDS - END	W1704	01000	R	AC	87	\$1,931	59,091	SLURRY SEAL	
QUAIL CREEK LN	SUNNYBROOK DR	END	W1808	01000	R	AC	87	\$4,999	59,091	SLURRY SEAL	
EMPIRE PENGUIN RD	OCTOPUS LN	1150' W OCTOPUS LN	W1885	01000	R	AC	71	\$9,568	33,130	SLURRY SEAL	
CLINTON KEITH RD	I-15	END	W1930	04000	A	AC/AC	85	\$18,499	69,930	SLURRY SEAL	
CAMERON LN	AMADO LN	END	W3769	01000	R	AC/AC	77	\$2,472	42,548	SLURRY SEAL	
VILLA DEL SOL	SWEET BAY CIR	80' N TIMBER LN	WVIDESO	01000	R	AC	77	\$6,116	40,371	SLURRY SEAL	
								Treatment Total	\$115,122		
GRUWELL ST	PALOMAR ST	ORANGE ST	W1188	03000	C	AC	100	\$21,993	37,516	THIN AC OVERLAY(1.5 INCHES)	
								Treatment Total	\$21,993		
								Year 2014 Total	\$137,115		

Year: 2015

CANYON DR	643' E ORANGE ST	CHERRY ST	W1068	02000	R	AC	78	\$5,265	38,940	SLURRY SEAL
CHADLYN CT	GRAND AVE	CDS - END	W1087	01000	R	AC	78	\$8,854	48,795	SLURRY SEAL
BIGLEAF LN	OAKMORE LN	RASPBERRY LN	W1160	01000	R	AC	78	\$4,381	43,480	SLURRY SEAL
GRUWELL ST	SHOEMAKER DR	ORANGE ST	W1188A	02000	R	AC	78	\$8,940	40,297	SLURRY SEAL
PRIELIPP RD	ELIZABETH LN	JANA LN	W1276	02000	R	AC	77	\$11,505	38,818	SLURRY SEAL
GRAPE SPUR LN	GRAPE ST	ALMOND ST	W1346	01000	R	AC	78	\$2,243	32,035	SLURRY SEAL
VALLEY VIEW AVE	SYLVESTER RD	MALAGA RD	W1448A	01000	R	AC	78	\$4,400	38,280	SLURRY SEAL
GREENHOUSE CT	ROSEDOWN LN	CDS - END	W9406	01000	R	AC	87	\$1,256	43,287	SLURRY SEAL
BOO BOO LN	WALNUT ST	CDS - END	WBOBOL	01000	R	AC	77	\$741	38,818	SLURRY SEAL

\*\* - Treatment from Project Selection

Scenarios Criteria:

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Rating	Treatment
MORELOCK WAY	PALOMAR ST	ALBERT ST	WMORW	01000	R	AC	77	\$1,947	38,818	SLURRY SEAL
								Treatment Total	\$49,532	
BAXTER RD	CENTRAL ST	I-15	W1023	01000	A	AC/AC	100	\$71,386	37,301	THIN AC OVERLAY(1.5 INCHES)
								Treatment Total	\$71,386	
								Year 2015 Total	\$120,918	

Year: 2016

ILLINOIS ST	PENROSE ST	CENTRAL ST	W1196	01000	R	AC	100	\$20,186	27,222	THIN AC OVERLAY (1.5 INCHES) + BASE REPAIR
								Treatment Total	\$20,186	
FRONT ST	CENTRAL ST	PENROSE ST	W1223	02000	R	AC	78	\$4,690	45,872	SLURRY SEAL
LOQUAT ST	LEMON ST	VICTORIAN LN	W1272	01000	R	AC	77	\$7,796	47,321	SLURRY SEAL
PECAN ST	CENTRAL ST	GRUWELL ST	W1334	02000	R	AC	78	\$9,725	37,321	SLURRY SEAL
WING ELM CIR	HARWOOD LN	CDS - END	W1337	01000	R	AC	77	\$13,708	41,406	SLURRY SEAL
HARWOOD LN	PALOMAR ST	WING ELM CIR	W1339	01000	R	AC	84	\$1,995	50,312	SLURRY SEAL
ALAMEDA DEL MONTE	WILSON ST	END	W1467	01000	R	AC	74	\$1,638	43,435	SLURRY SEAL
ROSS RD	151' W TRAILWOOD CT	CDS - END	W1500	01000	R	AC	86	\$5,234	54,629	SLURRY SEAL
LOST RD	GAFFORD RD	END	W1541	01000	R	AC/AC	77	\$12,157	34,660	SLURRY SEAL
CHARLES ST	ARNOLD LN	CANNERY RD	W1677	03000	R	AC	75	\$5,827	29,954	SLURRY SEAL
SUNNYBROOK DR	WINDWOOD LN	END	W1815	01000	R	AC	79	\$11,093	44,510	SLURRY SEAL
ARYA DR	CLINTON KEITH RD	CATT RD	W9145	01000	R	AC	83	\$1,395	40,933	SLURRY SEAL
BLONDON CT	LEMON ST	CDS - END	WBLOC	01000	R	AC	77	\$17,944	37,325	SLURRY SEAL
CITRUS GROVE LN	BLONDON CT	LEMON ST	WCIGRL	01000	R	AC	77	\$4,689	37,325	SLURRY SEAL
COUNTRY HILLS DR	BLONDON CT	CITRUS GROVE LN	WCOHID	01000	R	AC	77	\$10,340	37,325	SLURRY SEAL
								Treatment Total	\$108,231	
								Year 2016 Total	\$128,417	

Year: 2017

ALMOND ST	620' S LEMON ST	LEMON ST	W1010A	05000	R	AC	78	\$3,627	35,960	SLURRY SEAL
CATT RD	CLINTON KEITH RD	WEST END	W1070B	05000	R	AC	78	\$2,843	35,109	SLURRY SEAL
HUNTERS RUN CT	CHERRY ST	CDS - END	W1121	01000	R	AC	78	\$5,812	45,825	SLURRY SEAL

\*\* - Treatment from Project Selection

Scenarios Criteria:

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Rating	Treatment
GAFFORD RD	GREAT FALLS RD	881' E GREAT FALLS RD	W1171	02000	R	AC	78	\$10,307	45,957	SLURRY SEAL
MAPLE TREE LN	WINDTREE AVE	END	W1207	01000	R	AC/AC	77	\$3,853	30,325	SLURRY SEAL
ROCK ELM DR	SWEETBAY CIR	TIMBER LN	W1237	01000	R	AC	86	\$5,444	49,913	SLURRY SEAL
LA CIENEGA DR	LAKEVIEW TERRACE	MESA DR	W1249	01000	R	AC/AC	86	\$2,076	47,940	SLURRY SEAL
LAKEVIEW TER	SEDCO BLVD	OLIVE ST	W1253	02000	R	AC	78	\$13,924	35,951	SLURRY SEAL
PECAN ST	SOUTH PASADENA ST	END	W1334	01000	R	AC	78	\$8,219	35,969	SLURRY SEAL
BAYBERRY RD	PALOMAR ST	TIMBER LN	W1344	01000	R	AC	85	\$10,171	51,140	SLURRY SEAL
VALLEY VIEW AVE	OLIVE ST	LAKEVIEW TERRACE	W1448B	01000	R	AC	77	\$5,491	36,974	SLURRY SEAL
ALBERT ST	CLOUD CREST CT	CORYDON ST	W1479	01000	R	AC	77	\$9,571	43,821	SLURRY SEAL
BRIGHTON CT	CHELSEA LN	CDS - END	W1549	01000	R	AC	81	\$3,959	49,432	SLURRY SEAL
AWA CIR	HUNWUT DR	CDS - END	W1645	01000	R	AC	77	\$1,207	45,271	SLURRY SEAL
WOSHKA LN	CHARLES ST	FREDERICK ST	W1670	01000	R	AC	77	\$24,997	45,271	SLURRY SEAL
WHITE ST	WALNUT ST	END	W3246	01000	R	AC	78	\$5,749	35,983	SLURRY SEAL
								Treatment Total	\$117,250	
RYE LN	CASHEW ST	CDS - END	W1293	01000	R	AC	100	\$17,197	21,938	THICK AC OVERLAY(2.5 INCHES)
								Treatment Total	\$17,197	
								Year 2017 Total	\$134,447	
								Grand Total	\$635,481	

**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.1**  
**CONSENT CALENDAR**  
**Meeting Date: March 13, 2013**

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**TO:** Chairman and Board of Trustees  
**FROM:** Gary Nordquist, General Manager  
**SUBJECT:** Warrant Registers

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 02-07-13, in the amount of \$2,258.69;
2. Warrant Register dated 02-14-13, in the amount of \$187.77; &
3. Warrant Register dated 02-28-13, in the amount of \$218.60.

**DISCUSSION:**

The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

**FISCAL IMPACT:**

These Warrant Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2012-13 Budgets.

Submitted by:  
Misty V. Cheng  
Controller

Approved by:  
Gary Nordquist  
General Manager

**ATTACHMENTS:**

Warrant Register dated February 7, 2013  
Warrant Register dated February 14, 2013  
Warrant Register dated February 28, 2013

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
201924	2/7/2013	000367 CINTAS CORPORATION	5559862		STAFF UNIFORM MAINTENANCE	32.23	
					Total :	32.23	
201925	2/7/2013	000022 EDISON	12913		CEMETERY ELECTRIC SRVCS. 12/1	124.74	
					Total :	124.74	
201926	2/7/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER	5905308		CEMETERY WATER SRVCS. 12/21-	192.72	
					Total :	192.72	
201927	2/7/2013	000342 FENCE MASTERS	31131		REPAIRED CHAIN LINK FENCE-CEM	200.00	
					Total :	200.00	
201928	2/7/2013	000083 LSL GPAS	6949		2012 WILDOMAR CEMTR AUDIT YR	1,346.00	
					Total :	1,346.00	
201929	2/7/2013	000067 PETTY CASH	2513		PETTY CASH- REIMBURSEMENT D	100.00	
					Total :	100.00	
201930	2/7/2013	000186 RIGHTWAY	719754		CEMETERY RESRM MAINT. SRVS.	77.80	
					Total :	77.80	
201931	2/7/2013	000020 VERIZON	11913		CEMETERY VOICE/INTERNET SRV	172.70	
					Total :	172.70	
201932	2/7/2013	000368 WHITNEY'S DRINKING WATER	13013		CEMETERY DRINKING WATER	12.50	
					Total :	12.50	
9 Vouchers for bank code : wf						Bank total :	2,258.69
9 Vouchers in this report						Total vouchers :	2,258.69

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201953	2/14/2013	000233 ARCO AM/PM	NP37094651		CEMETERY VEHICLE FUEL	155.54
					Total :	155.54
201954	2/14/2013	000367 CINTAS CORPORATION	55562379		STAFF UNIFORM MAINTENANCE	32.23
					Total :	32.23
2 Vouchers for bank code : wf						Bank total : 187.77
2 Vouchers in this report						Total vouchers : 187.77

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201990	2/28/2013	000367 CINTAS CORPORATION	55566001		STAFF UNIFORM MAINTENANCE	32.23
					Total :	32.23
201991	2/28/2013	000011 CR&R INC.	263044		WASTE SERVICES-3 YD COMM BIN	124.12
					Total :	124.12
201992	2/28/2013	000390 TRIANGLE TERMITE & PEST, CONTROL, 5478			TERMITE PEST CONTROL 2/21/13	50.00
					Total :	50.00
201993	2/28/2013	000368 WHITNEY'S DRINKING WATER	23013		CEMETERY DRINKING WATER	12.25
					Total :	12.25
4 Vouchers for bank code : wf						Bank total : 218.60
4 Vouchers in this report						Total vouchers : 218.60

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**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.2**  
**CONSENT CALENDAR**  
**Meeting Date: March 13, 2013**

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**TO:** Chairman and the Board of Trustees

**FROM:** Gary Nordquist, General Manager

**SUBJECT:** Treasurer's Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the Treasurer's Report for January, 2013.

**DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of January 2013.

**FISCAL IMPACT:**

None at this time.

Submitted by:  
Misty V. Cheng  
Controller

Approved by:  
Gary Nordquist  
General Manager

**ATTACHMENTS:**

Treasurer's Report

**CITY OF WILDOMAR  
TREASURER'S REPORT FOR  
CASH AND INVESTMENT PORTFOLIO  
January 2013**

**DISTRICT INVESTMENT**

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>	<u>STATED RATE</u>
EDWARD JONES	\$ 127,811.43	\$ 127,811.43	\$ 127,811.43	100.00%	0	0.000%
<b>TOTAL</b>	<b>\$ 127,811.43</b>	<b>\$ 127,811.43</b>	<b>\$ 127,811.43</b>	<b>100.00%</b>		

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
EDWARD JONES	\$ 128,212.76	\$ 0.00	\$ (401.33)	\$ 127,811.43	0.000%
<b>TOTAL</b>	<b>\$ 128,212.76</b>	<b>\$ 0.00</b>	<b>\$ (401.33)</b>	<b>\$ 127,811.43</b>	

**TOTAL INVESTMENT** \$ 127,811.43

**CASH HELD BY RIVERSIDE COUNTY**

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
CEMETERY	RIVERSIDE COUNTY	\$ (173.35)	0.00%
DEF COMP	RIVERSIDE COUNTY	0.00	0.00%
ENDOWMENT	RIVERSIDE COUNTY	0.05	0.00%
<b>TOTAL</b>		<b>\$ (173.30)</b>	

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
CEMETERY	RIVERSIDE COUNTY	\$ -126.38	\$ 0.00	\$ (46.97)	\$ (173.35)	0.000%
DEF COMP	RIVERSIDE COUNTY	0.00	0.00	0.00	0.00	
ENDOWMENT	RIVERSIDE COUNTY	0.02	0.03	0.00	0.05	0.000%
<b>TOTAL</b>		<b>\$ -126.36</b>	<b>\$ 0.03</b>	<b>\$ (46.97)</b>	<b>\$ (173.30)</b>	

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.

\_\_\_\_\_  
Misty V. Cheng  
Controller

\_\_\_\_\_  
Date