

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

**NOTICE AND CALL OF A
SPECIAL MEETING OF THE
WILDOMAR CITY COUNCIL**

NOTICE IS HEREBY GIVEN that a Special Meeting of the Wildomar City Council will be held at 6:00 P.M., on Wednesday, March 25, 2009, in Council Chambers of City Hall at 23873 Clinton Keith Road, Suite 110, Wildomar, CA. The purpose of the Special Meeting is to:

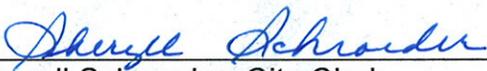
1. Present Certificates of Appreciation to the participants of the CERT Training.
2. Present Certificates of Appreciation to the student of David A. Brown Middle School for their donation of handmade quilts and teddy bears to the Riverside County Sheriff's Department

DATED this 20th day of March, 2009.



Scott Farnam, Mayor

ATTEST:



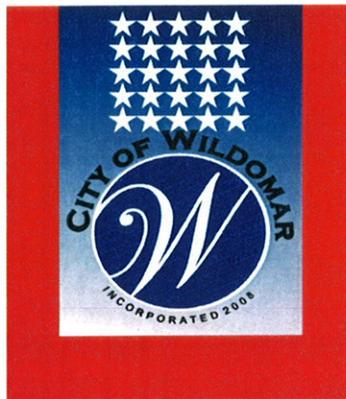
Sheryll Schroeder, City Clerk

CITY OF WILDOMAR
CITY COUNCIL

AGENDA

7:00 P.M.

March 25, 2009
Council Chambers
23873 Clinton Keith Road



Scott Farnam, Mayor
Bridgette Moore, Mayor Pro Tem
Sheryl Ade, Council Member
Bob Cashman, Council Member
Marsha Swanson, Council Member

City Manager
John Danielson

City Attorney
Julie Hayward Biggs

**WILDOMAR CITY COUNCIL
REGULAR MEETING AGENDA
MARCH 25, 2009**

ORDER OF BUSINESS: Public sessions of all regular meetings of the City Council begin at 7:00 P.M. Closed Sessions begin at 6:00 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 and at the Mission Trail Library, 34303 Mission Trail Blvd., Wildomar, CA. 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. If you wish to be added to the regular mail list to receive a copy of the agenda, a request must be made through the City Clerk's office in writing or by e-mail.

PUBLIC COMMENTS: Prior to the business portion of the agenda, the City Council will receive public comments regarding any agenda items or matters within the jurisdiction of the governing body. This is the only opportunity for public input except for scheduled public hearing items. The Mayor or chairperson will separately call for testimony at the time of each public hearing. If you wish to speak, please complete a "Public Speaker/Comment Card" available at the door. The completed form is to be submitted to the Mayor prior to an individual being heard. Lengthy testimony should be presented to the Council in writing (8 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 members, staff or the public request the item be discussed and/or removed from the Consent Calendar for separate action.

7:00 P.M.

Roll Call:

Flag Salute:

Presentations: Code Enforcement Monthly Update

Proclamation for Child Abuse Prevention Month,
accepting on behalf, Wendy Bankston, Prevent Child Abuse
Riverside County, Southwest Chair

Proclamation for Autism Awareness Month, accepting on
behalf, Mary Mollway

Bruce Cripe, United Way

Presentation from Edie Esquivel of the Sycamore Academy of
Science and Cultural Arts

Oral Communications: This is the time for any citizen to comment on any item listed or not listed on the agenda. Comments relative to noticed public hearing items will be heard at that time the public hearing is conducted. Under the provisions of the Brown Act, the legislative body is prohibited from discussing or taking action on items not listed on the agenda. The City Council encourages members of the public to address them at this time so that your questions and/or concerns can be heard.

PUBLIC COMMENTS:

1. 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 specific items be removed from the Consent Calendar for separate action.

- 1 A. Approve the reading by title only of all ordinances.
- 1 B. Approve Regular City Council Minutes dated March 11, 2009.
- 1 C. Approve Warrant Register dated March 12, 2009 in the amount of \$4,616.89, Warrant Register dated March 18, 2009 in the amount of \$721.08, Warrant Register dated March 25, 2009 in the amount of \$43,294.70 and Payroll Warrant Register dated March 25, 2009 in the amount of \$1,280.28.
- 1 D. Consider approval of a Resolution approving the Parcel Map 35219, Renaissance Plaza (08-0027) and authorizing the Mayor to sign the Subdivision Agreement.

RESOLUTION NO. 09-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PARCEL MAP NO. 35219 – RENAISSANCE PLAZA (08-0027)

- 1 E. Consider signing an endorsement letter supporting the request for financial assistance in the form of a grant for the expansion of Anne Sullivan Nursery School and Kindergarten.

2. PUBLIC HEARINGS: None.

3. GENERAL BUSINESS ITEMS: None.

CITY MANAGER REPORT, John Danielson:

CITY ATTORNEY REPORT, Julie Hayward Biggs:

COUNCIL COMMUNICATIONS:

FUTURE AGENDA ITEMS:

ADJOURNMENT:

The next regular meeting is scheduled for April 8, 2009

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 who 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 telephone at (951) 677-7751, no later than 10:00 A.M. on the day preceding the schedule meeting.

POSTING STATEMENT: On March 20, 2009, a true and correct copy of this agenda was posted at the three designated posting places; Wildomar City Hall, 23873 Clinton Keith Road, U. S. Post Office, 21392 Palomar Street, and Mission Trail Library, 34303 Mission Trail Blvd.

CITY OF WILDOMAR
PROCLAMATION

WHEREAS: autism now affects 1 in every 150 children born in the United States and is the fastest growing developmental disability in the world; and

WHEREAS: there are between 1,500 and 2,000 children in Southwest Riverside County with a diagnosis of autism or a related disorder and;

WHEREAS: while there is no cure for autism, it is well documented that if individuals with autism and related disorders receive treatment early, it is often possible for those individuals to lead significantly improved lives; and

WHEREAS: the annual observance of Autism Awareness Month advocates for the rights, humane treatment and appropriate education of all persons with autism, while educating families, professionals and the general public to better understand this lifelong disorder.

NOW, THEREFORE BE IT RESOLVED: that the City Council of the City of Wildomar does hereby proclaim the month of April 2009 as "Autism Awareness Month" in the City of Wildomar and urge all residents to work together to ensure that individuals with autism are accurately diagnosed and appropriately treated throughout their lives.

IN WITNESS WHEREOF, the City Council of the City of Wildomar has set their hands and caused the seal of the City of Wildomar to be affixed this 25th day of March, 2009.

Scott Farnam, Mayor

Bridgette Moore, Mayor Pro Tem

Sheryl Ade, Council Member

Marsha Swanson, Council Member

Bob Cashman, Council Member

DRAFT

PROCLAMATION
CITY OF WILDOMAR

WHEREAS, children deserve a safe, stable and permanent home in order to become productive members of our society; and

WHEREAS, child abuse is found in families of all social and economic classes and every racial and ethnic group; and

WHEREAS, child abuse impacts the entire community and finding solutions depends on community involvement to nurture family growth and inspire future generations; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, religious organizations, law enforcement agencies and the business community; and

WHEREAS, through the continued work of volunteers, parents, community partners, policy makers and professionals, child abuse may be eradicated, giving our children a bright, successful future; and

WHEREAS, Prevent Child Abuse Riverside County works in collaboration with the Department of Public Social Services to educate the public to reduce the incidence of child abuse and provide other services to help alleviate its effects; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Wildomar proclaims the month of April 2009, as CHILD ABUSE PREVENTION MONTH and urges all the residents to become more aware of this Nationwide problem and to take necessary actions to prevent child abuse in their communities.

IN WITNESS WHEREOF, the City Council of the City of Wildomar has set their hands and caused the seal of the City of Wildomar to be affixed this 25th day of March, 2009.

CITY OF WILDOMAR – COUNCIL
Agenda Item # 1 B.
CONSENT CALENDAR ITEM
Meeting Date: March 25, 2009

CITY OF WILDOMAR
CITY COUNCIL MEETING MINUTES
MARCH 11, 2009

The regular meeting of March 11, 2009 of the Wildomar City Council was called to order by Mayor Scott Farnam at 7:05 P.M.

Roll Call showed the following Council Members in attendance: Mayor Scott Farnam, Mayor Pro Tem Bridgette Moore, Council Members Sheryl Ade, Bob Cashman and Marsha Swanson.

Staff in attendance: City Manager John Danielson, City Attorney Julie Hayward Biggs, Development Services Director Michael Kashiwagi, Assistant Planning Director Dave Hogan, Finance Director Gary Nordquist and City Clerk Sheryll Schroeder.

Mayor Farnam introduced dignitaries in the audience.

FLAG SALUTE: Flag salute was led by Council Member Ade.

PRESENTATIONS: Karen Hobson, President of Wildomar Rotary, explained they were the first service organization in the City, adding that Mayor Farnam was the 20th member. She invited everyone to attend the meetings.

COMMUNICATIONS FROM THE PUBLIC:

Vicki Long spoke on open space in the community. She provided the Council with open space linkages.

Sharon Heil presented the City with a WIN picture plaque.

Gary Andre explained his recent surgery and thanked everyone for their thoughts and prayers. Regarding the connectivity of the trails, he explained he had a map that indicated

all the trails. He requested Council agendaize the item for the next meeting so he can explain how the trails run through the City.

Edy Rodarme explained that in January some City non-profits had agreed to help each other, Mission Trail Friends of the Library, Wildomar Historical Society and the Wildomar Cultural Five Centers Park. She invited everyone to a joint event Saturday March 21st at 1:00 PM at the Library. The presentation was by Wildomar author, Ann Mauer, who wrote *The Magic Eye*. She introduced Ann Mauer and gave Ms. Mauer her remaining time.

Ann Mauer said she did photo simulations for real estate development projects. With the historical research, she explained she became interested in an American inventor and she would be presenting his story on March 21st.

1. CONSENT CALENDAR:

City Manager Danielson proposed a change to the agenda, he requested Item 3 A. be removed until a future date. He explained he received a large amount of information that he had not had a chance to share with Council.

Council concurred with the City Manager's recommendation.

Council Member Swanson moved to approve the Consent Calendar, Items 1 A. through 1 H., seconded by Mayor Pro Tem Moore.

Council Member Ade requested Item 1 E. (Lost Road Agreement) be removed for discussion regarding the indemnification language.

City Attorney Biggs noted that a question had been raised about the indemnification language in the agreement and she suggested that Council authorize the Mayor to execute a road maintenance agreement between the City of Lake Elsinore and City of Wildomar as set forth in the agenda item subject to changes to provisions seven and eight with regard to the indemnification to the satisfaction of the City Attorney.

Mayor Farnam asked if it could remain on the Consent Calendar and City Attorney Biggs responded yes, with that direction.

Council Member Cashman requested further discussion.

Council Member Swanson moved to amend her motion to approve the Consent Calendar, pulling Item 1 E. for discussion, seconded by Mayor Pro Tem Moore.

Roll Call vote: - Ayes: 5. Nays: 0. Motion carried.

- 1 A. Approved the reading by title only of all ordinances.
- 1 B. Approved Adjourned Regular City Council Minutes dated February 25, 2009.
- 1 C. Approve Warrant Registers dated February 26, 2009 in the amount of \$15,803.34, Warrant Register dated March 11, 2009 in the amount of \$282,367.32 and Payroll Warrant Register dated March 11, 2009 in the amount of \$1,280.28.
- 1 D. Approve the Treasurer's Report for the month of February 2009.
- 1 F. Receive and file the Planning Director's Report of actions for Tentative Parcel Map No. 35219.
- 1 G. ORDINANCE NO. 23 (2nd reading and adoption) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING AN AMENDMENT TO THE OFFICAL ZONING MAP OF THE CITY OF WILDOMAR FOR LOT 1 AND A REMAINDER PARCEL OF TENTATIVE TRACT MAP 33987 FROM RURAL RESIDENTIAL TO MEDIUM HGIH DESNITY RESIDENTIAL AND FOR LOT 2 OF TENTATIVE TRACT MAP 33987 FROM RURAL RESIDENTIAL TO WATERCOURSE, WATERSHED & CONSERVATION AREA, AND FOR LOTS 3 AND 4 FROM RURAL RESIDENTIAL TO COMMERCIAL OFFICE FOR PROPERTIES IDENTIFIED WITH ASSESSORS PARCEL NUMBERS 376-410-002 AND 376-410-024
- 1 H. Consider approval of a Resolution supporting the efforts of the Green Valley Initiative in the Inland Empire.

RESOLUTION NO. 09-13 A RESOLUTION OF THE CITY OUNCIL OF THE CITY OF WILDOMAR RECOGNIZING THE GREEN VALLEY INITIATIVE, SUPPORTING ITS GOALS, AND ENDORSING PARTICIPATION AS A GREEN VALLEY JURISDICTION

Regarding Item 1 E.:

- 1 E. Consider approval and authorize the Mayor to execute a Road Maintenance Agreement between the City of Lake Elsinore and the City of Wildomar to provide road maintenance on portions of Lost Road and Navajo Springs Road.

Council Member Cashman explained that there was an annexation of a portion of Wildomar that took place right before the City's incorporation, which included a parcel that had Lost Road and a portion of Navajo Springs Road. He noted that as a condition of annexation, LAFCO required that the City of Lake Elsinore and the County, which was now the City of Wildomar, make an agreement for the maintenance of that road, the portions that are in the City of Wildomar but could potentially be a part of the development. He said that he felt that agreement was a legal agreement by LAFCO but understated the impact on Wildomar of the development and later the City would be paying for roads that would carry traffic from the development down Lost Road.

Mayor Farnam said he was correct but looking north, east and west, there was about ten roads that came out of the City of Lake Elsinore into the City of Wildomar and the same for Wildomar.

Council Member Cashman said the LAFCO study said they did not believe people would travel on a dirt road in lieu of traveling ten minutes out of their way on a paved road. So they did not believe there was any traffic mitigation on Lost Road, which he felt was nonsense.

Council Member Cashman moved to approve Item 1 E. pending the City Attorney's approval of the language regarding indemnification, seconded by Council Member Swanson.

Roll Call vote: - Ayes: 5. Nays: 0. Motion carried.

2. PUBLIC HEARINGS:

- 2 A. A public hearing to consider Landscaping and Lighting Maintenance District No. 89-1-Consolidated, Annexation of Street Lighting Zone 88.

Mayor Farnam opened the public hearing at 7:27 P.M.

Staff report was given by Judy Watterlond of County of Riverside.

Hearing no testimony, he closed the public hearing at 7:30 P.M.

Council Member Swanson moved to direct the County of Riverside Director of Transportation, or his designee, who the City Council finds to be an impartial person as that term is used in Section 53753(E) of the Government Code, to tally all ballots received prior to the close of the public hearing. All ballots received prior to the close of the public

hearing will be tallied at 10:00 A.M. on Thursday, March 12, 2009 in conference room D on the 8th floor of the County Administrative Center, 4080 Lemon Street, Riverside, California. Staff is directed to cause the appropriate resolution, based on the election tally, to be prepared and returned to the City Council for its consideration. Motion seconded by Mayor Pro Tem Moore.

Roll Call vote: - Ayes: 5. Nays: 0. Motion carried.

3. GENERAL BUSINESS ITEMS:

- 3 A. Consider adoption of a Resolution supporting the City of Temecula's annexation request submitted to the Local Agency Formation Commission.

RESOLUTION NO. 09-14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR SUPPORTING THE CITY OF TEMECULA'S ANNEXATION REQUEST SUBMITTED TO THE LOCAL AGENCY FORMATION COMMISSION

Item 3 A. was pulled from the agenda with no action taken.

- 3 B. Consideration of preparation and adoption of an ordinance regulating convicted sex offenders in accord with Proposition 83, Jessica's Law.

City Attorney Julie Hayward Biggs presented the staff report.

Council Member Cashman asked if the Council adopted the ordinance and the court ruled it or some part of it should not have been adopted, would there be any liability.

City Attorney Biggs answered that if the court found that a specific provision was unconstitutional, that would give rise to legal action or liability for anything that had been enforced under that provision. That was why she suggested that if the Council did adopt the ordinance, it not be enforced initially.

Council Member Ade stated that she preferred to adopt the ordinance and not enforce it.

Council Member Swanson and Council Member Cashman agreed.

With the consensus of Council, City Attorney Biggs said she would bring the item back for the next meeting.

- 3 C. Consider and approve an agreement for fire protection, fire prevention, disaster preparedness and response and rescue and emergency medical services.

Chief Beach presented a short video of the risk environment of fire fighters.

Assistant City Manager Terry Fitzwater presented the staff report. He explained an error in the report; the dates of the agreement stated were 2008 through 2011 and should be 2009 through 2012.

Council Member Cashman said he noticed the billing was not in the contract for the 2008/09 year and the County had been supplying fire service, he asked if there would be additional monies.

Chief Beach responded that through the County's continuance of services, the City of Wildomar chose to continue fire protection services from the County through a five year payback payment plan starting July 1, 2009, which was not subject to this three year plan which starts July 1, 2009.

Riverside County Fire Chief John Hawkins thanked the City for efforts to bring the contract to fruition and that they will provide the City with the highest level of service. He reviewed the departments five values; leadership, competence, integrity, safety and customer service.

Council Member Ade thanked staff and CalFire staff for the past efforts.

Mayor Pro Tem Moore moved to approve the agreement for fire protection, fire prevention, disaster preparedness and response and rescue and emergency medical services, seconded Council Member Ade.

Roll Call vote: - Ayes: 5. Nays: 0. Motion carried.

CITY MANAGER REPORT:

City Manager Danielson introduced the idea of annual or bi-annual survey of residents to find out types of demographics and how services are being perceived. He asked Council's permission to work with the RDA's and EDA's of the world to assist and share the cost. He

said it would assist in making long term decisions and would return to Council with an estimate of the cost.

There was a consensus of Council to proceed and return to Council with an estimate.

CITY ATTORNEY REPORT:

City Attorney Biggs had no report.

COUNCIL COMMENTS:

Council Member Swanson reported she and other Council Members met with Senator Hollingsworth. She wished Mayor Farnam a happy birthday next week.

Mayor Pro Tem Moore announced the City hosted a SAFE presentation and a CERT training exercise. She said she had also attended an AQMD meeting.

Council Member Cashman said the City was almost members of the RCA, legal paper work was still occurring. He mentioned that he thought the Council should look at some of the issues regarding the general plan. He finalized that the web site was close to release, hopefully March 25, 2009.

Mayor Farnam asked Council Member Cashman if a norming setting would be useful for discussion of the general plan and Council Member Cashman said he felt a norming session would be appropriate.

Discussion took place on a date for the norming session and it was agreed to March 18, 2009, from 5:30 PM to 8:00 PM or 8:30 PM. since Planning Commission was not meeting.

Council Member Ade noted she attended an RTA meeting regarding Route 8, which was going to go by the proposed low-income senior housing project, and that the decision was to take the route away temporarily and it would be reviewed at least once or twice a year and when the project is built, they would review it again and replace that route.

Mayor Farnam explained he and other Council Members attended a WRCOG Clean City Coalition and discussed alternative fuels and AB 811.

FUTURE AGENDA ITEMS:

Council Member Swanson explained that the Anne Sullivan School was requesting Council's support of their expansion and request for grants. She requested a letter endorsing the expansion be on the next agenda.

Council Member Ade said she wished to have specifics on the endorsement. There was a consensus of Council to place it on the next agenda.

Mayor Pro Tem Moore requested recognition of David A. Brown Middle School students at the next meeting, recognizing their participation in a project making quilts and bears and donating them to the Sheriff's Department.

Council Member Ade asked if the administration was close to getting numbers for the next year budget. City Manager Danielson responded that some of the figures had come in and the Finance Director was working on it.

Mayor Farnam requested on the next agenda a proclamation for Autism month.

Mayor Farnam announced that on March 25, 2009 at 6:00 P.M. the City would recognize the participants of the CERT training.

ADJOURNMENT:

At 8:05 P.M., with no further business to come before the Council, Mayor Farnam adjourned the meeting to March 18, 2009 at 5:30 P.M. to discuss norming topics.

Respectfully submitted:

Sheryll Schroeder, MMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item # 1 C.
CONSENT CALENDAR ITEM
Meeting Date: March 25, 2009

TO: Mayor and Members of the City Council

FROM: Misty V. Cheng, Director of Finance

SUBJECT: Warrant Register dated March 12, 2009, March 18, 2009 and March 25, 2009 and Payroll Warrant Register dated March 25, 2009.

STAFF REPORT

RECOMMENDATION:

1. Approve Warrant Register dated March 12, 2009 in the amount of \$4,616.89
2. Approve Warrant Register dated March 18, 2009 in the amount of \$721.08.
3. Approve Warrant Register dated March 25, 2009 in the amount of \$43,294.70.
4. Approve Payroll Warrant Register dated March 25, 2009 in the amount of \$1,280.28.

BACKGROUND:

The City of Wildomar City Code Chapter 3.03 requires that the City Council audit payments of demands and direct the City Manager to issue checks. The Warrant Register dated March 12, 2009, March 18, 2009 and March 25, 2009 and Payroll Warrant Register dated March 25, 2009 are submitted for approval.

DISCUSSION:

None.

FISCAL IMPACTS:

As indicated above, the Warrant Register for March 12, 2009 has a budgetary impact of \$4,616.89, March 18, 2009 has a budgetary impact of \$721.08 and the Warrant Register for March 25, 2009 has a budgetary impact of \$43,294.70, and the Payroll Warrant Register for March 25, 2009 has a budgetary impact of \$1,280.28 which are all included in the FY08-09 Budget.

ALTERNATIVES:

1. Take no action
2. Provide staff with further direction.

Submitted by:

Approved by:

Misty V. Cheng
Director of Finance

John Danielson
City Manager

Attachments: Warrant Register dated March 12, 2009.
Warrant Register dated March 18, 2009
Warrant Register dated March 25, 2009.
Payroll Warrant Register dated March 25, 2009.

City of Wildomar
Check Detail
 March 25, 2009

Date	Type	Num	Name	Memo/Description	Clr	Amount
10 1000 1	Cash - Wells Fargo					
03/25/2009	Bill Payment (Check)	1581	Burke, Williams & Sorensen, LLP			-25,627.28
						-25,627.28
03/25/2009	Bill Payment (Check)	1582	CASH			-88.13
						-88.13
03/25/2009	Bill Payment (Check)	1583	CBC Technical			-367.00
						-367.00
03/25/2009	Bill Payment (Check)	1584	FedEx			-50.08
						-50.08
03/25/2009	Bill Payment (Check)	1585	Gary Andre			-150.00
						-150.00
03/25/2009	Bill Payment (Check)	1586	Harv Dykstra			-225.00
						-225.00
03/25/2009	Bill Payment (Check)	1587	Innovative Document Solutions			-260.39
						-260.39
03/25/2009	Bill Payment (Check)	1588	Miguel Casillas			-225.00
						-225.00
03/25/2009	Bill Payment (Check)	1589	OnTrac			-57.28
						-57.28
03/25/2009	Bill Payment (Check)	1590	Robert Devine			-150.00
						-150.00
03/25/2009	Bill Payment (Check)	1591	Scott Nowak			-225.00
						-225.00
03/25/2009	Bill Payment (Check)	1592	The Press-Enterprise			-1,278.40
						-1,278.40
03/25/2009	Bill Payment (Check)	1593	Unum			-624.00
						-624.00
03/25/2009	Bill Payment (Check)	1594	Wildomar Chamber of Commerce			-60.00
						-60.00
03/25/2009	Bill Payment (Check)	1597	Wildomar Chamber of Commerce			-245.00
						-245.00
03/25/2009	Bill Payment (Check)	1598	The Press-Enterprise			-164.80
						-164.80

Date	Type	Num	Name	Memo/Description	Clr	Amount
03/25/2009	Bill Payment (Check)	1599	Macias Gini & O'Connell LLP			-11,070.00 -11,070.00
03/25/2009	Bill Payment (Check)	1600	Image Printing System			-835.39 -835.39
03/25/2009	Bill Payment (Check)	1601	International Code Council, Inc.			-77.91 -77.91
03/25/2009	Bill Payment (Check)	1602	FedEx			-21.24 -21.24
03/25/2009	Bill Payment (Check)	1603	CBC Technical			-925.32 -925.32
03/25/2009	Bill Payment (Check)	1604	Gary Andre			-75.00 -75.00
03/25/2009	Bill Payment (Check)	1605	DirecTV	972582000		-76.98 -76.98
03/25/2009	Bill Payment (Check)	1606	Bridgette Moore			-103.00 -103.00
03/25/2009	Bill Payment (Check)	1607	Exec-U-Care			-312.50 -312.50

Wednesday, Mar 18, 2009 04:55:10 PM PDT GMT-7

\$ 43,294.70

City of Wildomar
Check Detail
 March 18, 2009

Date	Type	Num	Name	Memo/Description	Clr	Amount
10 1000 1 Cash - Wells Fargo						
03/18/2009	Bill Payment (Check)	1595	California Public Employee Retirement Sys			-305.41
						-305.41
03/18/2009	Bill Payment (Check)	1596	California Public Employee Retirement Sys	Voided		0.00
						0.00
03/18/2009	Bill Payment (Check)	1608	Verizon			-415.67
						-415.67

Thursday, Mar 19, 2009 11:10:00 AM PDT GMT-7

\$ 721.08

City of Wildomar
Check Detail
March 12, 2009

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	1580	3/12/2009	Wells Fargo Business Card	10 1000 1 Cash - Wells Fargo		-4,616.89
Bill		3/12/2009		10 480 29 Misc. Serv./Supplies	-914.85	914.85
				10 411 20 Travel/Meetings	-1,391.96	1,391.96
				10 411 21 Supplies/Services	-367.80	367.80
				10 480 31 Furniture & Fixtures	-1,486.30	1,486.30
				10 420 21 Supplies/Services	-77.60	77.60
				10 413 21 Supplies/Services	-378.38	378.38
TOTAL					-4,616.89	4,616.89

City of Wildomar
Payroll Warrant Register
March 25, 2009

Check Date	Check No.	Payee	Description	Amount
3/11/2009	5031	Sheryl Ade	February 2009 Stipend	271.75
3/11/2009	5032	Robert Cashman	February 2009 Stipend	271.75
3/11/2009	5033	Scott Farnam	February 2009 Stipend	209.23
3/11/2009	5034	Bridgette Moore	February 2009 Stipend	255.80
3/11/2009	5035	Marsha Swanson	February 2009 Stipend	271.75
			TOTAL	1,280.28

CITY OF WILDOMAR – COUNCIL
Agenda Item # 1 D.
CONSENT CALENDAR ITEM
Meeting Date: March 25, 2009

TO: Honorable Mayor Farnam, Members of the City Council
FROM: Michael Kashiwagi, Development Services
SUBJECT: Approval of Parcel Map 35219 – Renaissance Plaza (08-0027)

STAFF REPORT

RECOMMENDATION:

Staff requests the City Council adopt the attached Resolution approving the Parcel Map 35219 – Renaissance Plaza (08-0027) and authorizing the Mayor to sign the Subdivision Agreement.

BACKGROUND:

The Renaissance Plaza Project is located on the southeast side of Clinton Keith Road between Palomar Road and Stable Lane. The approved commercial project is currently under construction based on parcel map and plot plan approvals from the County. The proposed Parcel Map is to divide the 10.93 net acres into seven parcels, six for individual ownership with a common parcel for the landscaping, parking, and project access. The Parcel Map reconfigures several parcels and reduces the number of parcels from eight to seven from the previously approved parcel map and was approved by Riverside County in January 2008. Subsequently, the owner submitted a final map to the City for review and staff has reviewed the final map and found it to be technically correct and in conformance with the approved tentative map and the associated conditions of approval.

The improvements required with this map are currently under construction and nearing completion. Therefore a subdivision agreement and associated bonds has been submitted and executed by the owner to guarantee the completion and warranty of the improvements.

FISCAL IMPACT:

There is no fiscal impact with the adoption of the proposed resolution and the parcelization of this project.

ATTACHMENTS:

Copy of the Parcel Map 35219 – Renaissance Plaza (08-0027)
Resolution Approving Parcel Map 35219 – Renaissance Plaza (08-0027)

Submitted by:

Approved by:

Michael Kashiwagi, City Engineer

John Danielson, City
Manager

RESOLUTION NO. 09-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WILDOMAR, CALIFORNIA, APPROVING PARCEL
MAP NO. 35219 – RENAISSANCE PLAZA (08-0027)**

WHEREAS, the County of Riverside approved a Tentative Parcel Map on January 29, 2008 for Parcel Map 35219 – Renaissance Plaza (08-0027); and.

WHEREAS, the owners, upon incorporation of the City of Wildomar, have submitted to the City for approval a proposed Parcel Map consistent with the previously approved Tentative Parcel Map; and.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wildomar that the location and configuration of the parcels to be created by Parcel Map 35219 – Renaissance Plaza (08-0027) substantially comply with the previously approved Tentative Parcel Map.

BE IT FURTHER RESOLVED AND ORDERED that the City Council of the City of Wildomar, pursuant to Government Code Section 66458, hereby approves Parcel Map 35219 – Renaissance Plaza (08-0027), a copy of which is hereby attached and made part of this Resolution and authorizes the Mayor to Execute the Subdivision Improvement Agreement as submitted by A&S Properties At Clinton Keith, LLC.

PASSED AND ADOPTED by the City Council of the City of Wildomar on this 25th day of March, 2009 by the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Scott Farnam
Mayor

ATTEST:

APPROVED AS TO FORM:

Sheryll Schroeder
City Clerk

Julie Hayward Biggs
City Attorney

EXHIBIT “A”

Parcel Map 35219 – Renaissance Plaza (08-0027)

PARCEL MAP 35219

BEING A SUBDIVISION OF PARCEL 3 AND A PORTION OF PARCEL 2 OF PARCEL MAP 5699, SHOWN BY MAP ON FILE IN BOOK 13, PAGE 10 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN THE LA LAGUNA RANCHO

HALL & FOREMAN, INC. JANUARY, 2008

OWNERS STATEMENT.

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER CONTAINED HEREON.

WE HEREBY DEDICATE TO THE PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS 'A' AND 'B'

A & S PROPERTIES AT CLINTON KEITH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

TRUSTEE

FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED JULY 3, 2007 AS INSTRUMENT NO 07-436675 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

BY: _____ ITS: _____

NOTARY ACKNOWLEDGMENT.

STATE OF) JSS
COUNTY OF)
ON _____ BEFORE ME, _____ A
NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HY/HEY EXECUTED THE SAME IN HIS/HER/HERS/AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/HERS 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.

NOTARY PUBLIC IN AND FOR SAID STATE _____
PRINT NAME _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY _____
MY COMMISSION EXPIRES _____

SIGNATURE OMISSIONS.

PURSUANT TO SECTION 6602 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:
AN EASEMENT FOR DRAINAGE, PARKING, LANDSCAPE, ACCESS, INGRESS, EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF COMBINED PALOMAR LLC, RECORDED MARCH 6, 2006 AS INSTRUMENT NO. 06-159776 OF O.R.
EASEMENT FOR STORM DRAIN, INGRESS, EGRESS, ACCESS, MAINTENANCE REPAIRS AND INCIDENTAL PURPOSES, IN FAVOR OF STONEHURST HOMEOWNERS ASSOCIATION, RECORDED NOVEMBER 16, 2006 AS INST NO. 06-847710 O R

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 2008, AT _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____ AT THE REQUEST OF THE CITY CLERK, CITY OF WILDOMAR.
NO _____ LARRY W. WARD
FEE _____ ASSESSOR-COUNTY CLERK-RECORDER

BY: _____ DEPUTY
SUBMISSION GUARANTEE _____ FIRST AMERICAN TITLE COMPANY

ENGINEER'S STATEMENT.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DAVID ESCOBDO ON JANUARY, 2008. I HEREBY CERTIFY THAT ALL MEASUREMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THE MAP. I HEREBY CERTIFY THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE AGREEMENT FOR THE MAP AND THAT SAID MEASUREMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.



DATE: _____ 20____
ANTHONY J. TERICH
R.C.E. NO. 21814
EXPIRATION DATE 03-30-09

CITY ENGINEER'S STATEMENT.

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP NO. 35219 AS FILED, AMENDED, AND APPROVED BY THE CITY ENGINEER ON _____ FROM THE EXPIRATION DATE BEING JANUARY 30, 2011. I HEREBY STATE THAT THE PARCEL MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AS APPROVED BY ME OR UNDER MY SUPERVISION AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATE: _____ 20____
MICHAEL KESNEMAG
CITY ENGINEER
R.C.E. 33176
EXPIRATION DATE 6/30/10

CITY CLERK'S STATEMENT.

THE CITY COUNCIL OF THE CITY OF WILDOMAR, STATE OF CALIFORNIA, BY ITS CITY CLERK, HEREBY APPROVES THE PARCEL MAP 35219 AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

DATED: _____
CITY CLERK
CITY OF WILDOMAR

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

PARCEL MAP 35219

BEING A SUBDIVISION OF PARCEL 3 AND A PORTION OF PARCEL 2 OF PARCEL MAP 5699, SHOWN BY MAP ON FILE IN BOOK 13, PAGE 10 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA LYING WITHIN THE LA LAGUNA RANCHO

HALL & FOREMAN, INC. BOUNDARY SURVEY

JANUARY, 2008

ENGINEER'S NOTES

THE BASIS OF BEARINGS FOR THIS MAP IS THE RANCHO LA LAGUNA SURVEY RECORD OF SURVEY ON FILE IN BOOK 124, PAGE 22, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS NOTED BY THE ORIGINAL SET 1" P., FLUSH, W/TAG R.C.E. 21814, UNLESS OTHERWISE NOTED

() INDICATES RECORD DATA PER MB 206/66-74

(X) INDICATES RECORD DATA PER RS 124/72

([]) INDICATES RECORD DATA PER INST. NO. 98-476231, REC. 11/03/98, REC. 11/03/98

(R) INDICATES RADIAL BEARING

(SN) INDICATES SEARCHED FOR MONUMENT AND NONE FOUND

SET 1" P., FLUSH, TAGGED R.C.E. 21914 (REV. CO. TYPE "A" MON.) AT THE INTERSECTION OF THE CENTERLINE OF THE SIDE LOT TO THE EAST, UNLESS OTHERWISE NOTED

SET MARK AND TAG R.C.E. 21814 IN PROLONGATION OF THE SIDE LOT CENTERLINE (REV. CO. STD. TYPE "I" MONUMENT)

ALL MONUMENTS BOUND "SET" SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT ON THE MAP, UNLESS OTHERWISE NOTED

ALL MONUMENTS SHOWN "SET" PER 6016, UNLESS OTHERWISE NOTED

THIS TRACT CONTAINS 11 1/2 ACRES OR LESS

GRANTEE EASEMENTS SHALL BE SHOWN AS BOUNDARIES AND OBSERVATIONS

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE COUNTY OF RIVERSIDE, COUNTY SURVEY DIVISION, IN E.C.S. BOOK 1, PAGE 1. THIS AFFECTS ALL LOTS

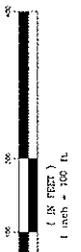
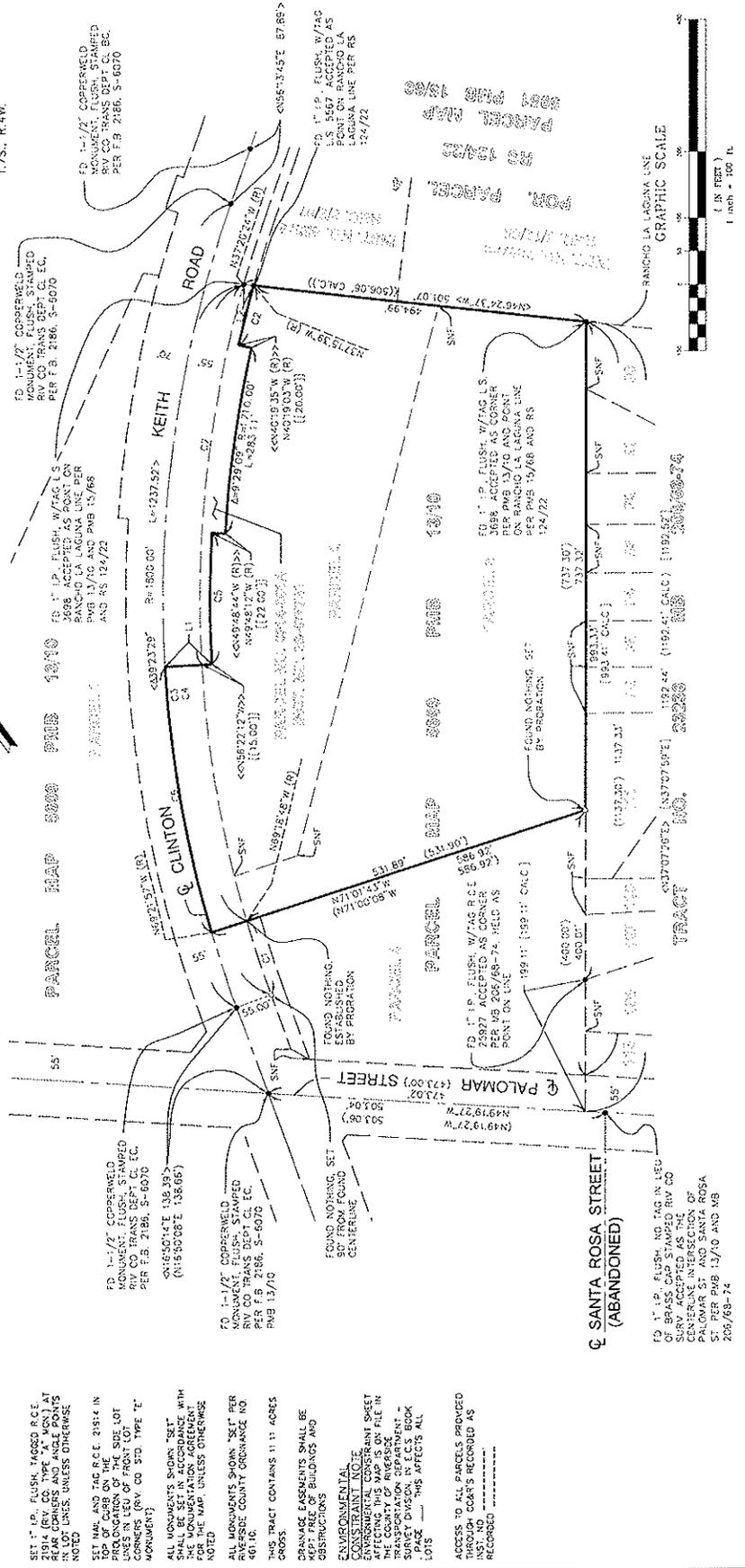
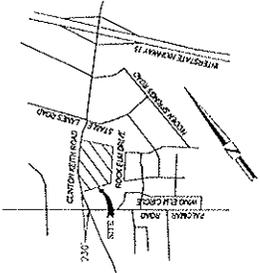
ACCESS TO ALL PARCELS PROVIDED BY THE COUNTY IS RECORDED AS FOLLOWS:

CURVE	DELTA	RADIUS	LENGTH
C1	325.00' (325.00')	1745.00' (1745)	117.25' (117.19')
C2	320.24' (320.24')	1745.00' (1745)	92.29' (92.25')
C3	354.97' (354.97')	1745.00' (1745)	109.00' (109.00')
C4	315.87' (315.87')	1745.00' (1745)	97.78' (97.35')
C5	633.78' (633.78')	1745.00' (1745)	198.01' (198.00')
C6	1300.17' (1300.17')	1800.00' (1800)	468.55' (468.55')
C7	119.01' (119.01')	1745.00' (1745)	579.31' (579.31')

SEE SHEET 1 FOR EASEMENT AND EASEMENT NOTES

LINE	DELTA	LENGTH
L1	1455.21' (1455.21')	70.03'
L2	1462.47' (1462.47')	15.19' (15.19')

VICINITY MAP
NOT TO SCALE
1.75" = 1" R.A.W.



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

PARCEL MAP 35219

BEING A SUBDIVISION OF PARCEL 3 AND A PORTION OF PARCEL 2 OF PARCEL MAP 5699, SHOWN BY MAP ON FILE IN BOOK 13, PAGE 10 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA LYING WITHIN THE LA LAGUNA RANCHO

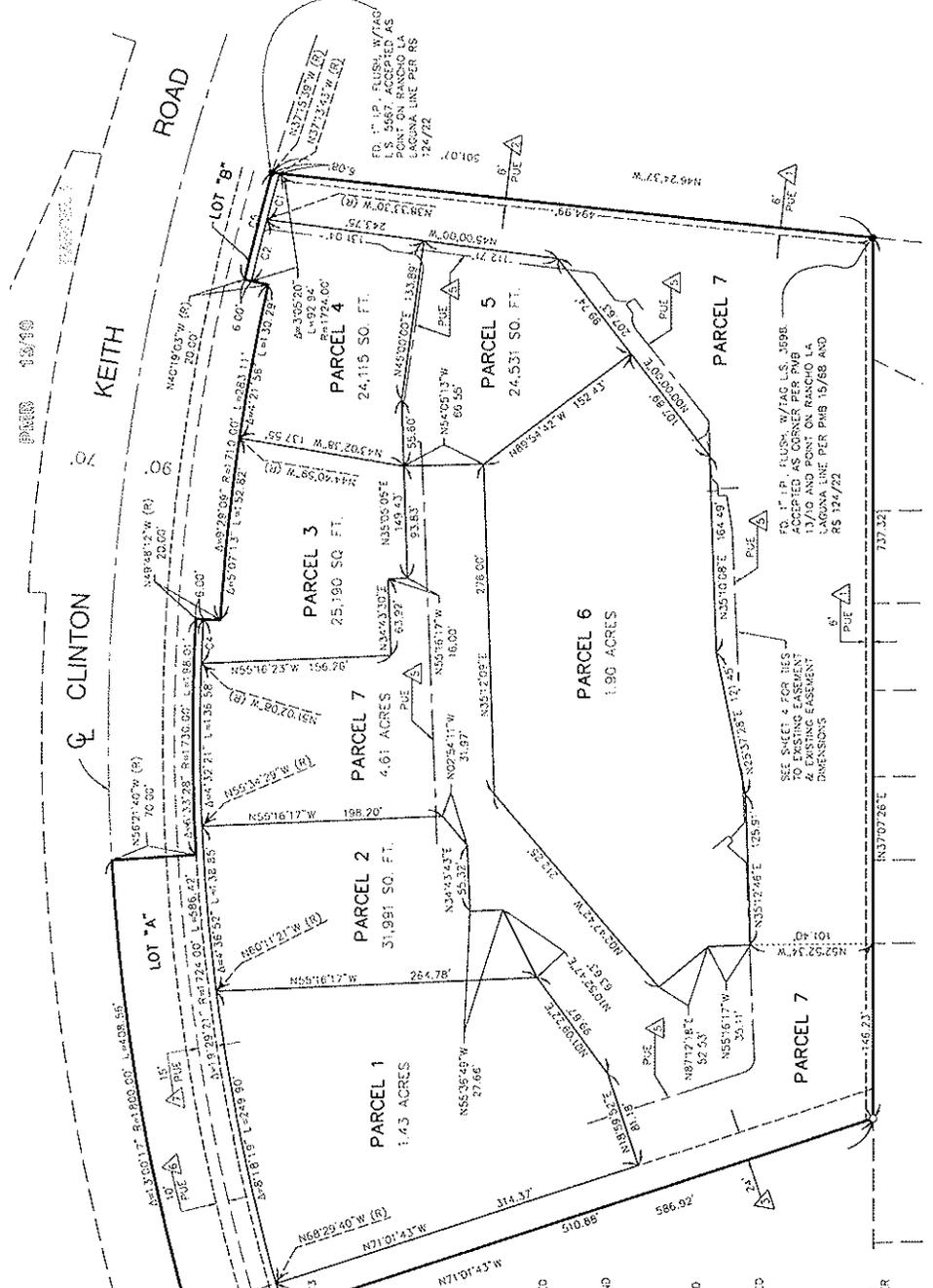
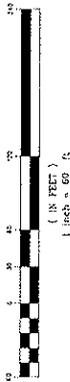
HALL & FOREMAN, INC.

JANUARY, 2008

SEE SHEET 2 FOR BASIS OF BEARINGS,
BOUNDARY SURVEY MAP, ENGINEER'S NOTES,
AND ENVIRONMENTAL CONSTRAINT NOTE.

CURVE	DELTA	RADIUS	LENGTH
C1	118.53°	1724.00'	501.01'
C2	127.53°	1724.00'	578.93'
C3	133.56°	1724.00'	637.08'
C4	133.56°	1724.00'	637.08'
C5	133.56°	1724.00'	637.08'

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft



EASEMENT NOTES

- △ AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 7, 1976 AS INSTRUMENT NO 76-97809 OF OFFICIAL RECORDS
- △ AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS, COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED JULY 7, 1976 AS INSTRUMENT NO. 76-97811 OF OFFICIAL RECORDS
- △ AN EASEMENT IN FAVOR OF COMBINED PALMDAR LLC FOR DRAINAGE, PARKING, LANDSCAPE, ACCESS, INGRESS, EGRESS AND INCIDENTAL PURPOSES, RECORDED MARCH 6, 2006 AS INSTRUMENT NO 65-159776 OF OFFICIAL RECORDS
- △ AN EASEMENT IN FAVOR OF STONEHURST HOMEOWNERS' ASSOCIATION FOR STORM DRAIN, INGRESS, EGRESS, ACCESS, MAINTENANCE REPAIRS WORK AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 16, 2006 AS INSTRUMENT NO 06-847710 OF OFFICIAL RECORDS SAID EASEMENT IS BLANKET IN NATURE.
- △ AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS, COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 17, 2008 AS INSTRUMENT NO. 2008-0507785 OF OFFICIAL RECORDS
- △ AN EASEMENT IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES, RECORDED OCTOBER 31, 1974 AS INSTRUMENT NO. 74-146574 OF OFFICIAL RECORDS.
- △ AN EASEMENT IN FAVOR OF COUNTY OF RIVERSIDE FOR PUBLIC ROAD, UTILITY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 24, 1986 AS INSTRUMENT NO 1986-482885 OF OFFICIAL RECORDS

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

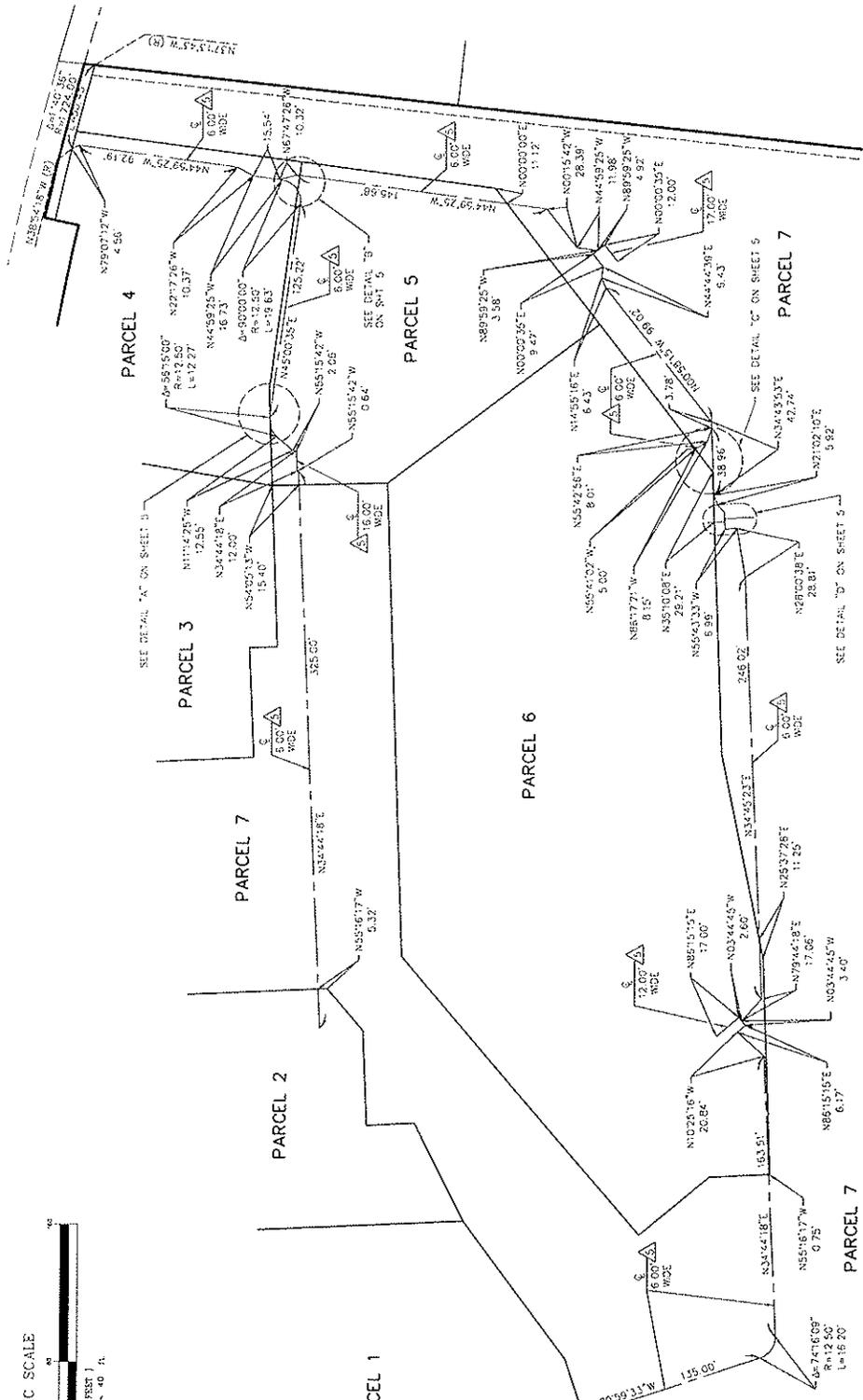
PARCEL MAP 35219

BEING A SUBDIVISION OF PARCEL 3 AND A PORTION OF PARCEL 2 OF PARCEL MAP 5899, SHOWN BY MAP ON FILE IN BOOK 13, PAGE 10 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN THE LA LAGUNA RANCHO

SEE SHEET 2 FOR BASIS OF BEARINGS,
BOUNDARY SURVEY MAP, ENGINEERS NOTES,
AND ENVIRONMENTAL CONSTRAINT NOTE.
SEE SHEET 3 FOR EASEMENT NOTES

JANUARY, 2008

HALL & FOREMAN, INC.



PARCEL 4

PARCEL 3

PARCEL 7

PARCEL 2

PARCEL 1

PARCEL 5

PARCEL 6

PARCEL 7

PARCEL 7

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

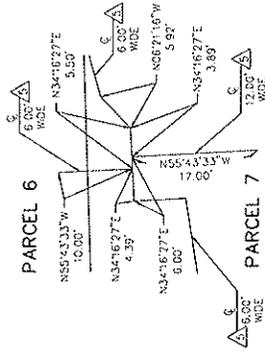
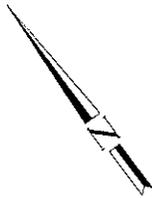
PARCEL MAP 35219

BEING A SUBDIVISION OF PARCEL 3 AND A PORTION OF PARCEL 2 OF PARCEL MAP 5699, SHOWN BY MAP ON FILE IN BOOK 13, PAGE 10 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA LYING WITHIN THE LA LAGUNA RANCHO

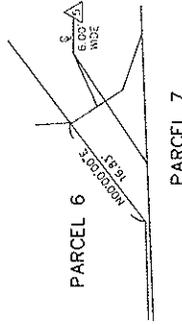
HALL & FOREMAN, INC.

JANUARY, 2008

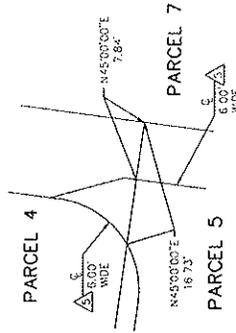
SEE SHEET 2 FOR BASIS OF BEARINGS,
BOUNDARY SURVEY MAP, ENGINEERS NOTES,
AND ENVIRONMENTAL CONSTRAINT NOTE.
SEE SHEET 3 FOR EASEMENT NOTES



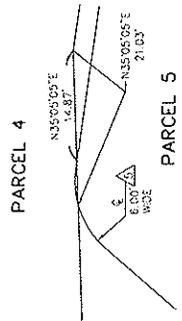
DETAIL "D"
N.T.S.



DETAIL "C"
N.T.S.



DETAIL "B"
N.T.S.



DETAIL "A"
N.T.S.

**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 PARCEL MAP 35219

(08-0027)

By and Between

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

and

A&S PROPERTIES AT CLINTON KEITH, LLC

A California limited liability company

DATED March 25, 2009

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL PARCEL MAP 35219

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this 25th day of March, 2009 by and between the City of Wildomar, a municipal corporation (“City”) and A&S Properties At Clinton Keith, LLC (“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 Parcel Map No. 35219 (08-0027). On January 29, 2008, prior to City incorporation, the County of Riverside conditionally approved Parcel No. 35219.

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 Parcel Map No. 35219, 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 therefore, acceptable to the City Engineer and City Attorney, for Parcel Map No. 35219.

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 Parcel Map No. 35219.

DEFINED TERMS

“*Developer*” shall mean A&S Properties At Clinton Keith, a Limited Liability Corporation. 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 Parcel Map No. 35219 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 Parcel Map No. 35219 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Parcel Map No. 35219. 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 Parcel Map No. 35219.

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

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

“Parcel Map No. 35219.” shall mean the final map prepared and approved by the City for tentative Parcel Map No. 35219.

“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 Parcel Map No. 35219 and this Agreement;

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

1.4 **Record Final Map.** Developer records the final map for Parcel Map No. 35219 in the Recorder’s Office of the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within six months following approval of the final map for Parcel Map No. 35219

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 *et seq.* of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the 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 Parcel Map No. 35219 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 Parcel Map No. 35219 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 Parcel Map No. 35219 or as required by other governmental agencies having jurisdiction over Parcel Map No. 35219.

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

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

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

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

10.2 **City Acceptance of Public Improvements.** If Parcel Map No. 35219 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; SURETY BONDS.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds 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 16.0 of this Agreement.

12.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of zero (\$0), which sum shall be not less than one hundred percent (100%) of the Estimated Costs of the remaining work.

12.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Parcel Map No. 35219, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Parcel Map No. 35219

12.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of zero (\$0), which sum shall not be less than one hundred percent (100%) of the Estimated Costs of the outstanding work.

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

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

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 Parcel Map No. 35219 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 Three Thousand Four

Hundred Dollars (\$3,400.00), 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 Parcel Map No. 35219.

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

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

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

17. **INSURANCE.**

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant

to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

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

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

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

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

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

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

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

17.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required

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

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

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

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

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

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

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

19. **GENERAL PROVISIONS.**

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

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

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

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

CITY:

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

DEVELOPER:

A&S Properties At Clinton Keith, LLC
c/o David J Esoldi
11512 El Camino Real, Suite 200
San Diego, CA 92130

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date

delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

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

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

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

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

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

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

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

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

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 35219, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

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

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

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

CITY OF WILDOMAR

By: _____
John Danielson, City Manager

ATTEST:

Sheryll Schroeder
City Clerk

APPROVED AS TO FORM

By: _____
Julie Hayward Biggs
City Attorney

By: _____

Its: _____

By: _____

Its: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ 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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

SIGNER(S) OTHER THAN NAMED ABOVE

CITY OF WILDOMAR – COUNCIL
Agenda Item # 1 E.
CONSENT CALENDAR ITEM
Meeting Date: March 25, 2009

TO: Honorable Mayor Farnam, Members of the City Council

FROM: Sheryll Schroeder, City Clerk

SUBJECT: Consider signing an endorsement letter supporting the request for financial assistance in the form of a grant for the expansion of Anne Sullivan Nursery School and Kindergarten.

STAFF REPORT

RECOMMENDATION:

That the Council consider signing an endorsement letter supporting the request for financial assistance in the form of a grant for the expansion of the Anne Sullivan Nursery School and Kindergarten.

BACKGROUND:

There are currently sixty students between the ages of 3 and 6 attending the Anne Sullivan Nursery School and Kindergarten each day with a waiting list of over 60 children. The school is located at 21776 Palomar Street. Due to the high demand and need for high quality childcare in the community, the Cafh Order at Wildomar has proposed a building project consisting of three additional classrooms, storage and resource room for teachers and college students being mentored at the site. In addition, there will be a kitchen, multipurpose room and a secured school entrance with office space. The project involves adding 2 new buildings in a country environment surrounded by natural fields and trees. The expanded school would be able to serve 60 more children in addition to hiring from 12 to 15 more personnel.

Due to the cost of the project, they are asking for government financial assistance in the form of a grant and request the City's endorsement of that request.

FISCAL IMPACT:

None.

ALTERNATIVES:

Provide staff with further direction.

ATTACHMENTS:

Request for grant money letter
Endorsement signature page

Submitted by:

Approved by:

Sheryll Schroeder, City Clerk

John Danielson, City Manager

Cafh Order at Wildomar
dba Anne Sullivan Nursery School
21776 Palomar Street
Wildomar, California 92595
TID # 95-3823647
State License # 033901543

RE: REQUEST FOR GRANT MONEY

March 7, 2009

Dear Mr. Issa,

We are writing you concerning the

- *planned expansion* of Anne Sullivan Nursery School and Kindergarten, and
- *grant assistance* help from you.

First of all, ***Cafh Order at Wildomar*** is a 501 (c) 3 tax-exempt organization since 1981 that owns and operates Anne Sullivan Nursery School in Wildomar, California.

In Appendix A, please view brief description of the Order; for more detailed information, please visit www.cafh.org

Secondly, about ***Anne Sullivan Nursery School***: In appendix B, please find brief school history and mission statement; for more information visit www.annesullivanschool.com

Currently, there are sixty students between the ages of 3 and 6 enrolled each day. There is a total of 80 children from 76 families. The hours of operation are 6:45 a.m. to 5:30 p.m. Because of the extended hours of operation, Anne Sullivan School is able to meet the needs of working parents. The stability of the staff, since most of the teachers are members of Cafh Order at Wildomar, and the natural and nurturing environment help those who have a special need for stability outside the home.

Early childhood education has proved to have lasting effects in children's lives and, therefore, the community in which they live. What unites the families and the school is the mutually held value of quality early childhood education and a supportive environment in the early years of development and growth.

The school is a magnet school because of all the specifics that characterize it, among others,

- accredited by NAEYC with a score of 100% in all the program standards and a 99% to 100% of met criteria for each classroom observed
- the individual approach to guiding children and families
- strong partnership with families
- natural environment: piece of land planted with trees which attract lots of creatures
- close contact with nature for children to become aware of the positive impact they can exert on it: avoiding waste, not littering, recycling, etc.
- gardening program, where children go from composting, to planting and eating
- training site for practicum students for over a decade for Mt. San Jacinto College and Cerro Coso Community College.

Anne Sullivan Nursery School is one of the few preschools in the area that is accredited by the *National Association for the Education of Young Children*. The process of accreditation is a very rigorous one. See appendix C. You can visit their website at www.naeyc.org

Thirdly, the ***childcare situation in the area***: In appendix D, please find fact sheets. Setting aside the present situation, the population of this area grew rapidly in the past 10 years. Early childhood spaces continues being critically low in Riverside County. The need for spaces is beyond what the present capacity of licensed day care facilities can provide. According to Child Care Fact sheets prepared for First Five Riverside, there are not enough licensed childcare spots for about 45% of children of working parents. Because of Anne Sullivan Nursery School's long-time good reputation, we currently have a waiting list of over 60 children. Many parents who call needing immediate childcare have to be turned away without going on a waiting list.

Next, ***Cafh Order at Wildomar proposed educational project***: See architectural drawings in appendix E. Because of this high demand and need for high quality childcare in the community, our building project entails adding 3 more classrooms, storage and resource room for teachers and college students being mentored at this site. In addition, there will be a kitchen (the school offers a hot lunch), multipurpose room and a secured school entrance with office space. The project involves adding 2 new buildings in a country environment surrounded by natural fields and trees. The school would be able to serve 60 more children, in addition to hiring from 12 to 15 more personnel. In this way, we propose to expand our service to the children, families and work force in the community at large.

The estimated cost of the project is \$1,700,000.00 to build. The proposed school buildings are on a corner parcel. The city of Wildomar and County of Riverside have conditioned the complete frontage improvement of the two streets. In addition, there are the costly prices of joining the sewer, making a fire road, digging for new routes for potable water distribution in the property, more than 1000 liner feet of trenching. The cost of all these conditions is prohibitive since it will add a great deal to the cost of the project.

Our Request: We are asking for the government financial assistance to aid us in reducing the steep monetary impact of the building project itself plus the city's added conditions, which are very high-priced for a small organization like ours.

*We are asking you, Mr. Issa to consider this educational project as a ***grant beneficiary***.*

*The families and children of the cities of ***Wildomar, Lake Elsinore, Murrieta, Canyon Lake, Menifee, Temecula and Fallbrook*** will be exceedingly thankful about. We serve these cities.*

Since we are late on this request, we ask you to respond to the urgency of bringing this project to the attention of those who give grants for education.

Sincerely,

Jeanne Weiler, President

Noemi Sosa, V-President

Margarita Blatman, school Director

Board of Directors of Cafh Order at Wildomar

Jeanne Weiler, President
Noemi Sosa, Vice-President
Diana Autumn, Secretary
Mary Hoepfner, Treasurer
Margarita Blatman, school Director
Gladys Botero, Teacher

Consultants

Laurie Schoenberg: Licensed Marriage/Family Therapist, Developmental Interventionist, Lecturer, Parent Educator, Administrator for 1st Five Riverside
Gary Andary: Child Care Center Facilities Consultant
Sandi Schwartz: Educator, CEO of LeadingEdge Parenting, Children's Advocate
Malinda Smith: Business woman, Childcare center owner and Director
Kathy Turner: Educator, Chair of the Early Childhood Education Dptm at Mt San Jacinto College
Linda Middleton: Practicum instructor for Early Childhood Studies at MSJ College
Cindy Angstadt: Building Inspector, Parent
Jerry Burke: Businessman, Entrepreneur, Farmer

ENDORSEMENTS:

The Mayor, City Council members of the City of Wildomar and other notable people in the area support the expansion of Anne Sullivan Nursery school and Kindergarten. Their signatures are below:

Mayor, Scott Farnam _____ **Date:** _____

Mayor Pro Temp, Bridgette Moore _____ **Date:** _____

Council member, Sheryl Ade _____ **Date:** _____

Council member, Bob Cashman _____ **Date:** _____

Council member, Marsha Swanson _____ **Date:** _____

City Manager, John Danielson _____ **Date:** _____

City Attorney, Julie Biggs _____ **Date:** _____

City Planner, Gary Wayne: _____ **Date:** _____

Public Works: Mike kashiwagi: _____ **Date:** _____