

CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

APRIL 13, 2016
Council Chambers
23873 Clinton Keith Road, Suite 106



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

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA APRIL 13, 2016

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

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

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

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

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matters of pending litigation:
 - A. City of Eastvale v. County of Riverside et al; California Court of Appeal Case No.: E064953.
 - B. CREED-21 v. City of Wildomar and Walmart Real Estate Business Trust; RSC Case No. RIC1504199.
3. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:

Property: APN 380-240-048; 23873 Clinton Keith Road, Wildomar, CA
Agency negotiators: Gary Nordquist
Negotiating parties: Strata Oaks, LLC
Under negotiation: Instruction regarding price and terms of payment.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

Boy Scout Troop 2011

PRESENTATIONS

Eagle Scout Proclamation – Elvin Schlanger

LEUSD Youth

RTA Veterans Express Transit System (V.E.T.S.) Presentation

California Family Life Center Planet Youth Program

Proclamation – Donate Life California Month

Proclamation – Parental Alienation Awareness Day – April 25

Fire Department Update

PUBLIC COMMENTS

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

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

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

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Minutes – February 10, 2016 Regular Meeting

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

1.3 Warrant & Payroll Registers

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

1. Warrant Register dated 03-03-2016 in the amount of \$22,027.34;
2. Warrant Register dated 03-09-2016 in the amount of \$50.00;
3. Warrant Register dated 03-10-2016 in the amount of \$582,186.46;
4. Warrant Register dated 03-10-2016 in the amount of \$9,081.83;
5. Warrant Register dated 03-17-2016 in the amount of \$223,198.82;
6. Warrant Register dated 03-24-2016 in the amount of \$249,034.01;
7. Warrant Register dated 03-31-2016 in the amount of \$55,780.90; &
8. Payroll Register dated 04-01-2016 in the amount of \$66,370.78.

1.4 Treasurer's Report

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

- 1.5 Facilities Maintenance and Janitorial Services Contract Award**
RECOMMENDATION: Staff recommends that the City Council approve a contract with Consolidated Cleaning Systems (CCS Cleans) to provide Facilities Maintenance and Janitorial Services at the Parks and authorize the City Manager to sign the contract.
- 1.6 Memorial Day Service Event 2016**
RECOMMENDATION: Staff recommends that the City Council waive the special event application fee for the Faith Baptist Church Memorial Day Service at the Wildomar Cemetery.
- 1.7 Development Impact Fee (DIF) and Transportation Uniform Mitigation Fee (TUMF) Credit Agreements - Tract 25122 and Tract 32078**
RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute the DIF and TUMF Credit Agreements with Richmond American Homes.
- 1.8 Measure Z Oversight Advisory Committee Appointments**
RECOMMENDATION: Staff recommends that the City Council appoint Kathy Bundy and Kelly Byrne to the Committee to fill the two vacant positions.
- 1.9 Planning Commission Vacancy**
RECOMMENDATION: Staff recommends that the City Council:
1. Accept the resignation of Planning Commissioner Gary Brown (Councilwoman Swanson appointee);
 2. Declare a vacancy on the Planning Commission; and
 3. Direct the City Clerk to advertise the vacancy and accept applications for the unexpired term of office (December, 2018).

1.10 Ordinance No. 118 Second Reading - Changing the City's Electoral System From At-Large To By-District Elections With Respect To Electing City Council Members

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

ORDINANCE NO. 118
AN ORDINANCE OF THE CITY OF WILDOMAR AMENDING CHAPTER 1.12 OF THE WILDOMAR MUNICIPAL CODE BY REPEALING SECTION 1.12.020 AND ADDING NEW SECTIONS 1.12.020, 1.12.030, AND 1.12.040 CHANGING THE CITY'S ELECTORAL SYSTEM FROM AT-LARGE TO BY-DISTRICT ELECTIONS WITH RESPECT TO ELECTING CITY COUNCIL MEMBERS, ESTABLISHING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS

1.11 Ordinance No. 119 Second Reading - Zoning Ordinance Amendment No. 15-04 – CEQA Exemption and a Proposed Code Amendment Related to the Pre-Application Review (PAR) Process

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

ORDINANCE NO. 119
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION IN ACCORDANCE WITH SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND APPROVING AN AMENDMENT TO THE WILDOMAR MUNICIPAL CODE TO MOVE THE PROVISIONS OF CHAPTER 15.68 RELATED TO THE CITY'S PRE-APPLICATION REVIEW (PAR) PROCESS TO CHAPTER 17.214 (A NEW CHAPTER)

2.0 PUBLIC HEARINGS

There are no public hearings scheduled.

3.0 GENERAL BUSINESS

- 3.1 **Partnership for Community Health and Fitness Fair June 4, 2016**
RECOMMENDATION: The Parks Subcommittee recommends that the City Council discuss and approve the opportunities to partner with local organizations at the Community Health and Fitness Fair.
- 3.2 **Community Meeting Room Rental Policy – Non-Business Hours**
RECOMMENDATION: Staff recommends that the City Council review and consider adopting the Community Meeting Room Rental Policy and Fee for Use during Non-Business Hours.
- 3.3 **All Wildomar 2017 Calendar-Photograph Contest**
RECOMMENDATION: Staff recommends that the City Council authorize Staff to conduct a Community Calendar Photo Contest.

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

PUBLIC COMMENTS

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

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4.0 CONSENT CALENDAR

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

4.1 Minutes – February 10, 2016 Regular Meeting

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

4.2 Warrant Register

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

1. Warrant Register dated 03-03-2016, in the amount of \$1,819.98;
2. Warrant Register dated 03-10-2016, in the amount of \$1,138.62;
3. Warrant Register dated 03-17-2016, in the amount of \$1,232.26;
4. Warrant Register dated 03-24-2016, in the amount of \$1,420.73 &
5. Warrant Register dated 03-31-2016, in the amount of \$1,841.26.

4.3 Treasurer's Report

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

4.4 Memorial Day Service Event 2016

RECOMMENDATION: Staff recommends that the Board of Trustees allow Faith Baptist Church to conduct their Memorial Day Service at the Wildomar Cemetery.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

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

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

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

I, Debbie A. Lee, Wildomar City Clerk, do certify that on April 8, 2016, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

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



Debbie A. Lee, CMC
City Clerk/HR/Risk Manager

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
FEBRUARY 10, 2016**

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

The closed session of February 10, 2016, of the Wildomar City Council was called to order by Mayor Moore at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

City Clerk Lee read the following:

1. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation; Title: City Manager.
2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(2) to confer with legal counsel with regard to one matter of potential exposure to litigation.

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

RECONVENE INTO OPEN SESSION

At 6:32 p.m. the City Council reconvened into open session, with all Council Members present.

ANNOUNCEMENTS

City Attorney Jex stated there is no reportable action on item #1 and the City

Council did not discuss item #2.

ADJOURN CLOSED SESSION

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

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

The regular meeting of February 10, 2016, of the Wildomar City Council was called to order by Mayor Moore at 6:32 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

The flag salute was led by the David A. Brown Middle School Think Together Sports Teams.

PRESENTATIONS

Mayor Moore presented certificates to the David A. Brown Middle School Think Together Sports Teams.

Dr. Roger Schultz, Superintendent and President of the Mt. San Jacinto College, presented an update on Wildomar Campus.

Mayor Moore presented a certificate to Crystal Apple Award winner Daniel Templeton of Elsinore High School.

Mayor Moore presented a Proclamation for California Healthy Marriage Week, February 14 – 20.

The Fire Department update was presented.

PUBLIC COMMENTS

Jessie Taylor, Southwest California Pageants, spoke regarding the upcoming pageant and invited everyone to attend.

Ms. Miller, resident, spoke regarding gas consumption, the environment, water usage, and hemp initiatives.

Ken Mayes, resident, spoke regarding sunshine.

COUNCIL COMMUNICATIONS

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

APPROVAL OF THE AGENDA AS PRESENTED

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

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

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

NAY: None

ABSTAIN: None

ABSENT: None

1.0 CONSENT CALENDAR

Mayor Pro Tem Walker stated he would like to pull item #1.8.

Mayor Moore stated on item #1.5, congratulations to City Manager Nordquist and Staff for a great job.

Ken Mayes, resident, spoke regarding items #1.3, and #1.5.

Mayor Pro Tem Walker stated he lives within 500' of Tract 32206 so he will be abstaining and leaving the dais.

Ms. Miller, resident, spoke on item #1.8.

Mayor Moore stated she would like to request a continuance on item #1.6 for 120 days.

ITEMS PULLED FROM THE CONSENT CALENDAR

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

A MOTION was made by Councilman Benoit, seconded by Councilwoman Swanson, to:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2016 - 10
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING THE FINAL MAP FOR
TENTATIVE TRACT MAP 32206 AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT
AGREEMENT AND LIEN AGREEMENT

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

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

YEA: Benoit, Cashman, Swanson, Mayor Moore

NAY: None

ABSTAIN: Mayor Pro Tem Walker

ABSENT: None

Mayor Pro Tem Walker returned to the dais.

1.6 Notice of Non-Renewal to Solid Waste Franchisees

A MOTION was made by Mayor Moore, seconded by Councilwoman Swanson, to continue this item for 120 days.

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

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

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to approve the remaining item on the Consent Calendar as presented.

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

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

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Minutes – January 13, 2016 Regular Meeting

Approved the Minutes as submitted.

1.3 Warrant & Payroll Registers

Approved the following:

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

1.4 Treasurer's Report

Approved the Treasurer's Report for December, 2015.

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

Received and filed the FY 2014-15 CAFR.

1.7 Accounting Support Services Contract

Approved a contract with S. Stanton to provide accounting and

administrative support services on a full-time/temporary basis.

1.9 Hidden Springs Traffic Signal Modification Project (CIP 017)

Adopted a resolution entitled:

RESOLUTION NO. 2016 - 11

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

1.10 Statement of Investment Policy FY15-16

Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING STATEMENT OF INVESTMENT POLICY

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

Adopted an Ordinance entitled:

ORDINANCE NO. 115

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

2.0 PUBLIC HEARINGS

2.1 Horizon's Mixed-Use Development Project

City Clerk Lee read the title.

Mayor Moore opened the public hearing.

Planning Director Bassi presented the staff report.

The Applicant then spoke regarding the proposed project.

SPEAKERS:

Ms. Miller, resident, spoke in opposition to the development.

Gary Andre, resident, spoke in favor of the development.

Ken Mayes, resident, spoke in opposition to the development.

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

City Council discussion ensued regarding traffic, cumulative development map, assisted living facility, bus transportation, and ownership of the townhomes.

A MOTION was made by Mayor Moore, seconded by Councilwoman Swanson, to adopt a Resolution entitled:

RESOLUTION NO. 2016 - 13
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL
IMPACT REPORT (EIR - SCH# 2015011021) INCLUDING ADOPTION
OF A FINAL EIR, FINDINGS OF FACT / STATEMENT OF
OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING
AND REPORTING PROGRAM (MMRP) FOR THE HORIZONS MIXED-
USE DEVELOPMENT PROJECT (PLANNING APPLICATION NO. 14-
0040) CONSISTING OF A GENERAL PLAN AMENDMENT; CHANGE
OF ZONE; A TENTATIVE TRACT MAP (TTM 36672); CONDITIONAL
USE PERMIT; AND PLOT PLAN LOCATED AT THE NORTHWEST
CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-
250-023)

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

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

NAY: None

ABSTAIN: None

ABSENT: None

A MOTION was made by Mayor Moore, seconded by Councilman Benoit, to continue consideration of the remaining Horizons Mixed-Use Development project and ordinance until after the close of the public hearing on the Grove Park Mixed-Use Development project.

City Attorney Jex explained State law limits the number to 4 of General Plan Amendments the City can do per year. However, you can combine a

number of amendments into one Resolution and then only counts as one. In speaking with the Planning Department, they are processing a number of amendments that will come forward throughout the year. This was seen as an opportunity to combine amendments, especially since it is the same Developer. The remaining items on this item will be moved to the end of the next item and then they will be taken at that time.

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

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

NAY: None

ABSTAIN: None

ABSENT: None

2.2 Grove Park Mixed-Use Development Project

City Clerk Lee read the title

Mayor Moore opened the public hearing.

Planning Director Bassi presented the staff report.

The Applicant spoke regarding the project.

SPEAKERS:

Gary Andre, resident, spoke in favor of the project.

Ken Mayes, resident, spoke in opposition to the project.

Ms. Miller, resident, spoke in opposition to the project.

City Council discussion ensued regarding traffic issues, and the commercial aspect.

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

RESOLUTION NO. 2016 - 17
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL
IMPACT REPORT (SCH# 2014121064), INCLUDING ADOPTION OF
FINDINGS OF FACT AND STATEMENT OF OVERRIDING

CONSIDERATIONS FOR THE GROVE PARK MIXED USE DEVELOPMENT PROJECT (PLANNING APPLICATION NO. 14-0069) CONSISTING OF A GENERAL PLAN AMENDMENT, A CHANGE OF ZONE, A TENTATIVE PARCEL MAP (TPM NO. 36673), AND A PLOT PLAN TO DEVELOP A 55,000± SQUARE-FOOT RETAIL/OFFICE CENTER AND A 162-UNIT MULTI-FAMILY APARTMENT PROJECT LOCATED AT THE SOUTHWEST CORNER OF CLINTON KEITH ROAD AND YAMAS DRIVE (APN: 380-250-003)

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

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

NAY: None

ABSTAIN: None

ABSENT: None

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

RESOLUTION NO. 2016 - 14

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

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

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

NAY: None

ABSTAIN: None

ABSENT: None

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

ORDINANCE NO. 117
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 14-0069) FROM R-R (RURAL RESIDENTIAL) TO C-P-S (SCENIC HIGHWAY COMMERCIAL) ON THE NORTHERLY 10± ACRES OF THE SITE FOR THE GROVE PARK MIXED-USE DEVELOPMENT PROJECT LOCATED AT THE SOUTHWEST CORNER OF CLINTON KEITH ROAD AND YAMAS DRIVE (APN: 380-250-003)

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

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

NAY: None

ABSTAIN: None

ABSENT: None

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

RESOLUTION NO. 2016 - 18
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE PARCEL MAP NO. 36673 (PLANNING APPLICATION NO. 14-0069) TO SUBDIVIDE APPROXIMATELY 20± ACRES INTO 3 LOTS TO ACCOMMODATE THE GROVE PARK MIXED-USE DEVELOPMENT PROJECT LOCATED AT THE SOUTHWEST CORNER OF CLINTON KEITH ROAD AND YAMAS DRIVE (APN: 380-250-003)

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

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

NAY: None

ABSTAIN: None

ABSENT: None

A MOTION was made by Councilman Benoit, seconded by Mayor Pro

Tem Walker, to adopt a Resolution entitled:

RESOLUTION NO. 2016 - 19
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A PLOT PLAN NO. 14-0069 TO DEVELOP A 55,000± SQUARE-FOOT RETAIL/OFFICE CENTER AND A 162-UNIT MULTI-FAMILY APARTMENT COMPLEX FOR THE GROVE PARK MIXED-USE DEVELOPMENT PROJECT LOCATED AT THE SOUTHWEST CORNER OF CLINTON KEITH ROAD AND YAMAS DRIVE (APN: 380-250-003)

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

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

NAY: None

ABSTAIN: None

ABSENT: None

2.1 **Horizon's Mixed-Use Development Project**

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

ORDINANCE NO. 116
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 14-0040) FOR THE HORIZONS MIXED-USE DEVELOPMENT PROJECT FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) FOR THE SOUTHERLY 7.73± NET ACRES OF THE PROJECT SITE, AND FROM R-R (RURAL RESIDENTIAL) TO R-3 (GENERAL RESIDENTIAL) FOR THE NORTHERLY 10.68± NET ACRES OF THE PROJECT SITE LOCATED AT THE NORTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-250-023)

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

RESOLUTION NO. 2016 - 15
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 36672 (PLANNING APPLICATION NO. 14-0040) TO SUBDIVIDE

APPROXIMATELY 18.41 NET ACRES INTO THREE (3) LOTS TO ACCOMMODATE THE HORIZON'S MIXED-USE DEVELOPMENT PROJECT LOCATED AT THE NORTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-250-023)

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

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

NAY: None

ABSTAIN: None

ABSENT: None

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

RESOLUTION NO. 2016 - 16

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

2.3 Organic Waste Recycling Program

City Clerk Lee read the title.

Mayor Moore opened the public hearing.

City Manager Nordquist presented the staff report.

Clara Vera, Waste Management, stated they enjoy servicing the City.

SPEAKERS:

Gary Andre, resident, spoke regarding his confusion with item #1.6.

Joseph Morabito, resident, spoke regarding if this is residential also.

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

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

RESOLUTION NO. 2016 - 20
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ADOPTING AN ORGANIC WASTE
RECYCLING PROGRAM FOR THE PORTION OF THE CITY WEST
OF INTERSTATE 15

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

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

NAY: None

ABSTAIN: None

ABSENT: None

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

RESOLUTION NO. 2016 - 21
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ADOPTING AN ORGANIC WASTE
RECYCLING PROGRAM FOR THE PORTION OF THE CITY EAST
OF INTERSTATE 15

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

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

NAY: None

ABSTAIN: None

ABSENT: None

2.4 Proposed Voting By District Boundary Maps

City Clerk Lee read the title.

Mayor Moore opened the public hearing.

City Manager Nordquist presented the staff report.

Doug Johnson, Demographer, presented the background and how the

three proposed maps were drawn up.

SPEAKERS:

Ken Mayes, resident, spoke regarding his displeasure with this hearing being on a regular meeting.

George Taylor, resident, with donated time from Sharon Heil, spoke in opposition to the District voting.

Andy Morris, resident, he agrees with Mr. Taylor, but understands we have to do it. He favors Map A, with The Ridge area not divided up.

Gary Andre, resident, stated he does not like the Districts, but understands.

City Clerk Lee stated the City did receive emails from:

Brad & Wendy Knepp, preference is Map A

Patricia Sluder, preference is Map C

John Willard, preference is Map A

Alice Cloud, preference is Map A

Mr. Johnson and Marguerite Leoni, attorney, then answered questions that were raised.

City Council discussion ensued regarding the Maps.

The next public hearing on this item will be February 24, 2016 at 7:00 p.m.

3.0 GENERAL BUSINESS

3.1 FY2015-16 Midyear Budget Report

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

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

RESOLUTION NO. 2016 - 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS TO THE
FY 2015-16 BUDGETED REVENUES AND EXPENSES

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

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

NAY: None

ABSTAIN: None

ABSENT: None

CITY MANAGER REPORT

There was no report given.

CITY ATTORNEY REPORT

There was no report given.

FUTURE AGENDA ITEMS

*City Building Official duties designated to another Staff member

ADJOURN THE CITY COUNCIL

There being no further business, Mayor Moore declared the meeting adjourned at 9:39 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Bridgette Moore
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.3
CONSENT CALENDAR
Meeting Date: April 13, 2016

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

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 03-03-2016 in the amount of \$22,027.34;
2. Warrant Register dated 03-09-2016 in the amount of \$50.00;
3. Warrant Register dated 03-10-2016 in the amount of \$582,186.46;
4. Warrant Register dated 03-10-2016 in the amount of \$9,081.83;
5. Warrant Register dated 03-17-2016 in the amount of \$223,198.82;
6. Warrant Register dated 03-24-2016 in the amount of \$249,034.01;
7. Warrant Register dated 03-31-2016 in the amount of \$55,780.90; &
8. Payroll Register dated 04-01-2016 in the amount of \$66,370.78.

DISCUSSION:

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

FISCAL IMPACT:

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

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Voucher List 03/03/16
Voucher List 03/09/16
Voucher List 03/10/16(2)
Voucher List 03/17/16

Voucher List 03/24/16
Voucher List 03/31/16
Payroll Register 04/01/16

Voucher List
City of Wildomar

03/03/2016 5:43:30PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205853	3/3/2016	000033 AMERICAN FORENSIC NURSES	67368 67401 67427 67455		BLOOD DRAW (5) BLOOD DRAW (3) BLOOD DRAW (4) BLOOD DRAW (3)	200.00 120.00 160.00 120.00 Total : 600.00
205854	3/3/2016	000029 APPLEONE	01-3972484		RECEPTIONIST CONTRACTUAL P/E 2/20/16	402.80 Total : 402.80
205855	3/3/2016	000929 BTI APPRAISAL	N4715		APPRAISAL - 23873 CLINTON KEITH	7,500.00 Total : 7,500.00
205856	3/3/2016	000787 CA ASSOC OF CODE ENFORCEMENT	20116		2016 CAGEO MEMBERSHIP DUES	85.00 Total : 85.00
205857	3/3/2016	000028 CALPERS	21916		02/06/16-02/19/16 BENEFIT CONTRIBUTIONS	5,174.32 Total : 5,174.32
205858	3/3/2016	000027 DIRECT TV	27822835351		2/12/16-3/11/16 CABLE SERVICES - CITY HA	115.98 Total : 115.98
205859	3/3/2016	000876 GATES SOUND	16-0728 16-726 16-738		UPS BATTERY BACK UP COUNCIL MEETING 1/13/16 COUNCIL SPECIAL MEETING 2/24/16	80.98 300.00 300.00 Total : 680.98
205860	3/3/2016	000685 GREAT AMERICA FINANCIAL SERVIC	18314415		2 - CANON COPIER SYSTEMS - FEB 2016	405.01 Total : 405.01
205861	3/3/2016	000024 GUARDIAN	21116		MAR 2016 DENTAL & VISION BENEFITS	1,967.04 Total : 1,967.04
205862	3/3/2016	000304 JOE A. GONSALVES & SON	25961		MARCH 2016 CONTRACTUAL LEGISLATIVE ADVOC	3,000.00 Total : 3,000.00

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
205863	3/3/2016	000178 MORALES, JANET	211		CANS FOR CANSTRUCTION EVENT 2/20/16	100.50	
					Total :	100.50	
205864	3/3/2016	000084 MUNISERVICES, LLC	0000040682		SALES & USE TAX REPORTING SUTA SVC FOR Q	335.89	
					Total :	335.89	
205865	3/3/2016	000018 ONTRAC	8374839		PROJECT RELATED SHIPPING COSTS	10.77	
					Total :	10.77	
205866	3/3/2016	000026 PROTECTION RESCUE SECURITY, SERVICES 16-056-T			2/1/16-2/29/16 PARK SECURITY	675.00	
					Total :	675.00	
205867	3/3/2016	000186 RIGHTWAY	119098		2/11/16-3/09/16 WINDSONG PARK	174.10	
					Total :	174.10	
205868	3/3/2016	000606 RING CENTRAL	93006		POLYCOMM VVX-500 (1) - DIGITAL LINE	598.00	
					Total :	598.00	
205869	3/3/2016	000790 SPARKLETTS	21316		CITY HALL DRINKING WATER THROUGH 2/11/16	31.96	
					Total :	31.96	
205870	3/3/2016	000020 VERIZON	22216		2/22/16-3/21/16 FIOS INTERNET CHARGES	169.99	
					Total :	169.99	
18 Vouchers for bank code : wf						Bank total :	22,027.34
18 Vouchers in this report						Total vouchers :	22,027.34

Voucher List
City of Wildomar

03/09/2016 3:04:49PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
205871	3/9/2016	000283 RIVERSIDE COUNTY CLERK	30716		FILING FEE: NOE ZOA 15-04	50.00

Total : 50.00

1 Vouchers for bank code : wf

Bank total : 50.00

1 Vouchers in this report

Total vouchers : 50.00

Voucher List
City of Wildomar

03/10/2016 3:15:55PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205872	3/10/2016	000458 AMERICAN FENCE COMPANY, INC.	1897251		2/21/16-3/20/16 INSTALL/REMOVE 448 FT MA	134.40
			1899684		2/21/16-3/20/16 INSTALL/REMOVE 154 FT PL	75.00
Total :						209.40
205873	3/10/2016	000029 APPLEONE	01-3977296		RECEPTIONIST CONTRACTUAL P/E 2/27/16	805.60
Total :						805.60
205874	3/10/2016	000008 AT&T MOBILITY	X02282016		1/21/16-2/20/16 COUNCIL MOBILE PHONE	114.67
Total :						114.67
205875	3/10/2016	000785 CORELOGIC SOLUTIONS, LLC	81664022		FEB 2016 CODE ENFORCEMENT SOFTWARE	267.00
Total :						267.00
205876	3/10/2016	000022 EDISON	22316		12/29/15-2/01/16 ELECTRIC - ZONE	901.02
			30116A		1/28/16-2/29/16 ELECTRIC BASEBALL FIELD	41.28
			30116B		1/28/16-2/29/16 ELECTRIC 21400 PALOMAR S	123.32
			30216A		2/1/16-3/1/16 ELECTRIC CSA 103 PALOMAR	39.72
			30216B		2/1/16-3/1/16 ELECTRIC CITY LAMPS	92.93
Total :						1,198.27
205877	3/10/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DIST	7892100		1/12/16-2/11/16 WATER ZONE 42 LOC 01 M1	110.83
			7892101		1/12/16-2/11/16 WATER ZONE 42 LOC 03 M3	108.64
			7892102		1/12/16-2/11/16 WATER ZONE 42 LOC 02 M2	109.24
			7895582		1/14/16-2/12/16 WATER ZONE 3 LOC 23 M1	44.13
			7895583		1/14/16-2/12/16 WATER ZONE 30 LOC 2	40.83
			7895584		1/14/16-2/12/16 WATER ZONE 3 LOC 49 M1	44.66
			7895586		1/14/16-2/12/16 WATER BASEBALL FIELD	209.51

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205877	3/10/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	(Continued)			
			7895587		1/14/16-2/12/16 WATER WINDSONG PARK	219.61
			7895588		1/14/16-2/12/16 WATER ZONE 3 LOC 29 M1	72.78
			7895589		1/14/16-2/12/16 WATER ZONE 3 LOC 29 M2	109.44
			7895590		1/14/16-2/12/16 WATER ZONE 30 LOC 1	40.83
			7895591		1/14/16-2/12/16 WATER ZONE 3 LOC 42 & 47	109.05
			7895592		1/14/16-2/12/16 WATER 22450 1/2 CERVERA	49.66
			7895593		1/14/16-2/12/16 WATER 22450 CERVERA	398.02
			7895594		1/14/16-2/12/16 WATER ZONE 62 22933	44.66
			7898952		1/15/16-2/16/16 WATER ZONE 3 LOC 35 M1	56.47
					Total :	1,768.36
205878	3/10/2016	000642 ESA, ENVIRONMENTAL SCIENCE ASC	119276		PROF SVS - WILDMR WSTPK PROM THRU 1/31/1	4,077.50
					Total :	4,077.50
205879	3/10/2016	000499 INLAND EMPIRE LANDSCAPE INC	8891		JANUARY 2016 LANDSCAPE MAINTENANCE	8,336.71
					Total :	8,336.71
205880	3/10/2016	000072 INTERWEST CONSULTING GROUP	25148A		DECEMBER 2015 CONTRACTUAL SERVICE	3,673.20
			25782		JANUARY 2016 CONTRACTUAL SERVICE	154,386.48
					Total :	158,059.68
205881	3/10/2016	000793 JAMES R. RILEY, C.P.A.	30116		FEB 2016 INTERIM FIN DIR SVCS	4,181.25
					Total :	4,181.25
205882	3/10/2016	000661 JOHNSON, ROCHELLE	3/10/2016		2/26/16-3/10/16 ACCOUNTING CONTRACTUAL S	1,080.00
					Total :	1,080.00
205883	3/10/2016	000631 LABOR READY	20674705A		2/20/16 SPECIAL EVENT LABOR	83.70
					Total :	83.70

Voucher List
City of Wildomar

03/10/2016 3:15:55PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205884	3/10/2016	000748 LSA ASSOCIATES, INC.	143657		PROF SVC FOR WILDOMAR GROVE PARK EIR THR	6,059.69
			143678		PROF SVC FOR WILDOMAR BAXTER VILLAGE EIR	2,558.32
			143936		PROF SVC FOR WILDOMAR GROVE PARK EIR THR	5,952.93
Total :						14,570.94
205885	3/10/2016	000084 MUNISERVICES, LLC	40886		3RD QTR 2015 STARS SVC-SALES & USE TAX R	425.28
Total :						425.28
205886	3/10/2016	000599 MV CHENG & ASSOCIATES INC	2/29/2016		FEB 2016 CONTRACTUAL ADMIN ASST SVC	5,055.00
Total :						5,055.00
205887	3/10/2016	000677 OLDCASTLE PRECAST INC	500011366		ZONE 59 - CATCH BASIN INSERT MAINTENANCE	235.00
			500011367		ZONE 52 - CATCH BASIN INSERT MAINTENANCE	1,222.00
			500011368		ZONE 62 - CATCH BASIN INSERT MAINTENANCE	564.00
Total :						2,021.00
205888	3/10/2016	000526 PRINT POSTAL	12684		SAVE THE DATE FLYERS	646.92
Total :						646.92
205889	3/10/2016	000047 RIVERSIDE COUNTY, SHERIFF'S DEPARTMEN	SH0000027622		NOV 2015 CONTRACT LAW ENFORCEMENT	183,291.56
			SH0000027723		DEC 2015 CONTRACT LAW ENFORCEMENT	187,237.87
Total :						370,529.43
205890	3/10/2016	000853 SEMILLA LANDSCAPE CORPORATION	CW316		MARCH 2016 PARK MAINTENANCE CONTRACTUAL	4,500.00
Total :						4,500.00
205891	3/10/2016	000919 STANTON, SHERRI	3/11/2016		2/28/16-3/12/16 ACCOUNTING CONTRACTUAL S	3,600.00
Total :						3,600.00

Voucher List
City of Wildomar

03/10/2016 3:15:55PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
205892	3/10/2016	000020 VERIZON	30116A		3/1/16-3/31/16 OFFICE TELEPHONE CHARGES	373.08	
			30116B		3/1/16-3/31/16 TELEPHONE CHARGES	48.11	
					Total :	421.19	
205893	3/10/2016	000437 VERIZON WIRELESS	9760913775		2/23/16-3/22/16 DATA INTERNET / IPAD INT	158.54	
			9760913776		2/23/16-3/22/16 DATA INTERNET CHARGES	76.02	
					Total :	234.56	
22 Vouchers for bank code :						Bank total :	582,186.46
22 Vouchers in this report						Total vouchers :	582,186.46

Voucher List
City of Wildomar

03/10/2016 4:45:34PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205894	3/10/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	7895585		1/14/16-2/12/16 WATER ZONE 51 LOC 1	36.96
Total :						36.96
205895	3/10/2016	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	11916JM		CREDIT - FEE	-13.11
			21016		COUNCIL MEETING SUPPLIES	86.38
			21116		CITY MANAGER OFFICE SUPPLIES	44.66
			21116B		OFFICE SUPPLIES	748.74
			21216		CEMETERY OFFICE SUPPLIES	69.63
			21616		OFFICE SUPPLIES	54.76
			2677992686682		NON-DEPARTMENTAL DEPT SUPPLIES	18.64
Total :						1,009.70
205896	3/10/2016	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	11916		CREDIT - FEE	-9.52
			20116		CITY MANAGER MEETING	39.18
			20816		ASPA CITY MANAGER MEMBERSHIP	125.00
			20816		CSMFO CITY MANAGER MEMBERSHIP	110.00
			21716		NON-DEPARTMENTAL DEPT SUPPLIES	31.29
			250454830411		CITY MANAGER DEPT SUPPLIES	169.15
			819085530		ADMIN OFFICE SUPPLIES	423.51
			819620193		DEPT AND OFFICE SUPPLIES	157.43
Total :						1,046.04
205897	3/10/2016	000006 WELLS FARGO PAYMENT REMITTANCE, CEN	11916DL		CREDIT - FEE	-0.56
			12616		NON-DEPARTMENTAL DEPT SUPPLIES	62.49
			20816		COMMUNICATION DATA CHARGES	79.99
			21616		NON-DEPARTMENTAL DEPT SUPPLIES	94.89
			3056		CITY COUNCIL OFFICE SUPPLIES	75.52
			711435		OFFICE SUPPLIES	582.20
			820817833		NON-DEPARTMENTAL OFFICE SUPPLIES	145.90
			821053187		OFFICE SUPPLIES	401.20
			822087324		CITY CLERK DEPARTMENTAL SUPPLIES	244.22
			8533636		CITY COUNCIL OFFICE SUPPLIES	147.87
			9352		OFFICE SUPPLIES	18.89
			9696		CITY CLERK DEPARTMENTAL SUPPLIES	32.39
			IN16-12732		NON-DEPARTMENTAL DEPT SUPPLIES	115.83

Voucher List
City of Wildomar

03/10/2016 4:45:34PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205897	3/10/2016	000006	000006 WELLS FARGO PAYMENT REMITTANCE, (Continued)			Total : 2,000.83
205898	3/10/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN 11916WS 4820		CREDIT - FEE OFFICE SUPPLIES	-0.39 57.22 Total : 56.83
205899	3/10/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN 1491		FIRE STATION EXPENSE	1,620.00 Total : 1,620.00
205900	3/10/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN 1491-2 20316 76939794		FIRE STATION EXPENSE FIRE STATION EXPENSE FIRE STATION EXPENSE	1,620.00 85.24 90.63 Total : 1,795.87
205901	3/10/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN 00006 10616B 1571229 21916 R37NRH		PLANNING DEPT STAFF MEETING 2016 PLAN COMM ACADEMY 2016 PLANNING COMMISSION ACADEMY FEES 2016 PLANNING COMMISSION ACADEMY	38.37 575.00 196.00 18.03 347.47 Total : 1,174.87
205902	3/10/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN 12116 788 88211361		DEPARTMENTAL SUPPLIES DEPARTMENTAL SUPPLIES DEPARTMENTAL SUPPLIES	26.97 70.20 243.56 Total : 340.73
9 Vouchers for bank code : wf						Bank total : 9,081.83
9 Vouchers in this report						Total vouchers : 9,081.83

Voucher List
City of Wildomar

03/17/2016 3:54:24PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205907	3/17/2016	000760 ARMADACARE, ATTN: ULTIMATE HEALTH	51529		APRIL 2016 PREMIUM	3,350.00
Total :						3,350.00
205908	3/17/2016	000554 AT & T	22816		TELEPHONE LONG DISTANCE P/E 2/28/16	38.06
Total :						38.06
205909	3/17/2016	000034 BIO-TOX LABORATORIES	31747 31748 31794		RC SHERIFF - LAB SERVICES RC SHERIFF - LAB SERVICES RC SHERIFF - LAB SERVICES	212.40 550.00 716.00
Total :						1,478.40
205910	3/17/2016	000028 CALPERS	30416		02/20/16-03/04/16 BENEFIT CONTRIBUTIONS	4,608.75
Total :						4,608.75
205911	3/17/2016	000035 COUNTY OF RIVERSIDE, TLMA	TL0000012204		FEB 2016 SLF COSTS FY16	756.99
Total :						756.99
205912	3/17/2016	000011 CR&R INC.	285956 285987		2/16/16 DUMP 40YD BOX & DISPOSAL FEE 3/1/16 4 YD BOX - BASEBALL FIELD	535.10 145.30
Total :						680.40
205913	3/17/2016	000058 DEPARTMENT OF JUSTICE	150477 150493		JAN 2016 POLICE BLOOD ALCOHOL ANALYSIS SEPT 2015 REBILL - POLICE BLOOD ALCOHOL	210.00 35.00
Total :						245.00
205914	3/17/2016	000874 GARCIA, ALFREDO	63		AIRPORT PARKING PLANNING COMM CONFERENCE	36.00
Total :						36.00
205915	3/17/2016	000634 HEYDAY RECORDS AND EVENTS	31516		DJ - EGGSTRAVAGANZA 3/19/16	200.00
Total :						200.00
205916	3/17/2016	000016 INNOVATIVE DOCUMENT SOLUTIONS	165955		2/1/16-2/29/16 CONTRACT COPIER SVC-MAINT	573.46

Voucher List
City of Wildomar

03/17/2016 3:54:24PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
205916	3/17/2016	000016	000016 INNOVATIVE DOCUMENT SOLUTIONS	(Continued)			
						Total :	573.46
205917	3/17/2016	000083	LSL CPAS				
			16627	0000145	2015 MEASURE Z PARK AUDIT	750.00	
			16629	0000145	2015 GOVT FIN AUDIT - CITY & CEMETERY	2,848.00	
						Total :	3,598.00
205918	3/17/2016	000147	MARATHON REPROGRAPHICS				
			100093		DISTRICT MAPS/DEMOGRAPHIC	123.66	
			100130		CIP 0023 WILDOMAR MDP	111.05	
			100397		DISTRICT MAPS/DEMOGRAPHIC	64.26	
			89833		CIP 0023 WILDOMAR MDP	47.83	
			97010		TRAFFIC CONTROL PLANS	22.44	
			97865		GRAND AVE BIKE PHASE	880.46	
			98400		CIP 0019 COLLIER SIDEWALK	26.03	
			98894		CIP 0023 MDP UPDATE	191.21	
			99228		CIP 0023 WILDOMAR MDP	504.47	
			99357		CIP 0023 WILDOMAR MDP	605.18	
			99535		CIP 0023 WILDOMAR MDP	31.86	
			99790		CIP 0023 WILDOMAR MDP	31.86	
			99791		DISTRICT MAPS/DEMOGRAPHIC	179.82	
			99880		CIP 0023 WILDOMAR MDP	97.74	
						Total :	2,917.87
205919	3/17/2016	000048	MURRIETA LOCK AND SAFE, INC.				
			7472		REPAIR/REPLACE LEVERSET ON JANITOR ROOM	155.00	
						Total :	155.00
205920	3/17/2016	000018	ONTRAC				
			8387722		PROJECT RELATED SHIPPING COSTS	78.98	
						Total :	78.98
205921	3/17/2016	000185	PITNEY BOWES				
			30616		POSTAGE METER REFILL 2/9/16	503.50	
						Total :	503.50
205922	3/17/2016	000526	PRINT POSTAL				
			12700		EGG HUNT FLYERS	56.16	
						Total :	56.16
205923	3/17/2016	000047	RIVERSIDE COUNTY, SHERIFF'S DEPARTMEN	SH0000027737			
					JAN 2016 CONTRACT LAW ENFORCEMENT	196,713.03	
						Total :	196,713.03

Voucher List
City of Wildomar

03/17/2016 3:54:24PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205924	3/17/2016	000853 SEMILLA LANDSCAPE CORPORATION	CW216-RI		FEB 2016 PARK MAINT CONTRACTUAL - RE-ISS	4,500.00
Total :						4,500.00
205925	3/17/2016	000215 THE PRESS-ENTERPRISE	10134141		PUBLIC NOTICE - PLANNING APP	105.60
			10136405		PUBLIC NOTICE - DISTRICT PLANS	26.40
			10136540		PUBLIC NOTICE - CLINTON KEITH NOA	175.20
			10138711		PUBLIC NOTICE - DISTRICT PLANS	26.40
			10139400		PUBLIC NOTICE - ZOA NO 15-04	110.40
Total :						444.00
205926	3/17/2016	000215 THE PRESS-ENTERPRISE	30216		3/17/16-5/17/16 NEWSPAPER SUBSCRIPTION -	55.22
Total :						55.22
205927	3/17/2016	000749 VANTAGEPOINT TRANSFER AGENTS, 307207	102128172		ICMA-RC REMITTANCE	1,010.00
Total :						1,010.00
205928	3/17/2016	000933 WESTATES APPRAISAL CORP	31616		REVIEW OF APPRAISAL	1,200.00
Total :						1,200.00
22 Vouchers for bank code : wf						Bank total : 223,198.82
22 Vouchers in this report						Total vouchers : 223,198.82

Voucher List
City of Wildomar

03/24/2016 5:24:52PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205936	3/24/2016	000312 ADAME LANDSCAPE, INC.	64826		MARCH 2016 MONTHLY LANDSCAPE MAINT CSA10	125.00
Total :						125.00
205937	3/24/2016	000031 AFLAC, REMITTANCE PROCESSING, CENTER 347786			MARCH 2016 MEDICAL INSURANCE BENEFITS	1,425.12
Total :						1,425.12
205938	3/24/2016	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	JAN.2016		JAN 2016 ANIMAL CONTROL SERVICE	5,600.00
Total :						5,600.00
205939	3/24/2016	000008 AT&T MOBILITY	X03202016		3/13/16-4/12/16 COUNCIL MOBILE PHONE	80.37
Total :						80.37
205940	3/24/2016	000080 BURKE, WILLIAMS AND SORENSON,, LLP	196524 197440		DEC 2015 LEGAL FEES JAN 2016 LEGAL FEES	47,376.86 41,450.44
Total :						88,827.30
205941	3/24/2016	000037 DATA TICKET, INC.	68152 68420		FEB 2016 ONLINE CITATION PROCESSING FEB 2016 DAILY CITE PROCESSING	200.00 213.83
Total :						413.83
205942	3/24/2016	000027 DIRECT TV	28052211241		3/12/16-4/11/16 CABLE SERVICE - CITY HAL	115.98
Total :						115.98
205943	3/24/2016	000022 EDISON	30916A 30916B 30916C 30916D 30916E 30916F 31016 31816		ELECTRIC 2/1/16-3/1/16 WILDOMAR CITY LAM ELECTRIC 2/1/16-3/1/16 WILDOMAR CITY LAM ELECTRIC 2/1/16-3/1/16 WILDOMAR CITY LAM ELECTRIC 2/1/16-3/1/16 CSA 22 ELECTRIC 1/14/16-3/1/16 CSA 103 ELECTRIC 2/1/16-3/1/16 WILDOMAR CITY LAM ELECTRIC 2/1/16-3/1/16 CSA 142 ELECTRIC 2/16/16-3/16/16	27.54 193.64 56.76 3,051.12 13,606.43 13.48 1,933.66 4,998.98

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205943	3/24/2016	000022 000022 EDISON			(Continued)	Total : 23,881.61
205944	3/24/2016	000642 ESA, ENVIRONMENTAL SCIENCE ASC	119712		PROF SVCS - WILDOMAR WESTPARK PROM THRU	567.06
						Total : 567.06
205945	3/24/2016	000685 GREAT AMERICA FINANCIAL SERVIC	18463596		2-CANON COPIER SYSTEMS - MARCH 2016	405.01
						Total : 405.01
205946	3/24/2016	000934 HAMEL CONTRACTING, INC.	11416		REFUND - FIXED FEE PERMIT BXX-15-0186	373.71
						Total : 373.71
205947	3/24/2016	000499 INLAND EMPIRE LANDSCAPE INC	8954		JANUARY 2016 LANDSCAPE MAINTENANCE	7,947.29
						Total : 7,947.29
205948	3/24/2016	000016 INNOVATIVE DOCUMENT SOLUTIONS	164446		1/1/16-1/31/16 CONTRACT COPIER SVC MAINT	262.61
						Total : 262.61
205949	3/24/2016	000661 JOHNSON, ROCHELLE	3/24/2016		3/11/16-3/24/16 ACCOUNTING CONTRACTUAL S	765.00
						Total : 765.00
205950	3/24/2016	000647 JOLLY JUMPS	031916COW		SPECIAL EVENT SERVICES - EGGSTRAVAGANZA	645.00
						Total : 645.00
205951	3/24/2016	000836 KOA CORPORATION	JB53178X2 JB53178X3		PROF SVCS 1/4/16-1/31/16 WILD. BUNDY CYN PROF SVCS 2/1/16-2/28/16 WILD. BUNDY CYN	7,405.00 7,870.64
						Total : 15,275.64
205952	3/24/2016	000113 LEAGUE OF CALIFORNIA CITIES	1878		RIVERSIDE COUNTY DIV MEETING 3/14/16	140.00
						Total : 140.00
205953	3/24/2016	000040 MPS	49237		BUSINESS CARDS	485.20

Voucher List
City of Wildomar

03/24/2016 5:24:52PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205953	3/24/2016	000040	000040 MPS		(Continued)	Total : 485.20
205954	3/24/2016	000910	NIELSEN MERKSAMER PARRINELLO, GROSS	160403	DISTRICTS - PROF SVC THROUGH 2/29/16	28,615.34
						Total : 28,615.34
205955	3/24/2016	000018	ONTRAC	8391980	PROJECT RELATED SHIPPING COSTS	14.36
						Total : 14.36
205956	3/24/2016	000778	PARSONS TRANSPORTATION GRP INC	1603B062	2/01/16-2/29/16 PROF SVC AGREEMENT FOR T	27,618.31
						Total : 27,618.31
205957	3/24/2016	000042	PV MAINTENANCE, INC.	005-179	FEB 2016 CONTRACTUAL SVC - CITYWIDE MAIN	29,826.51
				005-179A	FEB 2016 SPECIAL PROJECT - CLINTON KEITH	4,081.19
				005-179B	FEB 2016 SPECIAL PROJECT - EMERGENCY CAL	677.05
						Total : 34,584.75
205958	3/24/2016	000186	RIGHTWAY	122774	3/10/16-4/06/16 WINDSONG PARK	174.10
						Total : 174.10
205959	3/24/2016	000283	RIVERSIDE COUNTY CLERK	31416	FILING FEE - NOC CIP0034 CLINTON KEITH B	50.00
						Total : 50.00
205960	3/24/2016	000820	RIVERSIDE TRANSIT AGENCY	69628	RTA BUS PASSES	220.40
						Total : 220.40
205961	3/24/2016	000529	SIEMENS INDUSTRY, INC	5610009869	FEBRUARY 2016 TRAFFIC SIGNAL MAINTENANCE	1,576.40
				5610012351	JANUARY 2016 TRAFFIC SIGNAL MAINTENANCE	1,301.81
				5620008469	FEBRUARY 2016 SIGNAL RESPONSE CALL OUTS	2,895.20
				5620009402	JANUARY 2016 TRAFFIC SIGNAL RESPONSE CAL	820.94
						Total : 6,594.35

Voucher List
City of Wildomar

03/24/2016 5:24:52PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205962	3/24/2016	000790 SPARKLETTS	31016		DRINKING WATER THROUGH 3/10/16 - CITY HA	31.82
Total :						31.82
205963	3/24/2016	000919 STANTON, SHERRI	3/25/2016		3/13/16-3/26/16 ACCOUNTING CONTRACTUAL S	3,600.00
Total :						3,600.00
205964	3/24/2016	000215 THE PRESS-ENTERPRISE	1100210081		PUBLIC NOTICE - PLANNING APP	100.80
Total :						100.80
205965	3/24/2016	000219 WESTERN FIRE CO., INC.	52805		ANNUAL FIRE EXTINGUISHER SERVICES	94.05
Total :						94.05
30 Vouchers for bank code : wf						Bank total : 249,034.01
30 Vouchers in this report						Total vouchers : 249,034.01

Voucher List
City of Wildomar

03/31/2016 12:19:00PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205974	3/31/2016	000029 APPLEONE	01-4001827		RECEPTIONIST CONTRACTUAL P/E 3/19/16	805.60
Total :						805.60
205975	3/31/2016	000028 CALPERS	14688542		7/1/15-6/30/16 PERS 1959 SURVIVOR BENEFI	588.00
			14690399		7/1/15-6/30/16 PERS 1959 SURVIVOR BENEFI	84.00
Total :						672.00
205976	3/31/2016	000002 CRYSTAL CLEAN MAINTENANCE	303E		MARCH 2016 JANITORIAL SERVICES - CITY HA	998.00
Total :						998.00
205977	3/31/2016	000022 EDISON	31916		2/18/16-3/18/16 WILDOMAR 31160 CK LS3	17.04
Total :						17.04
205978	3/31/2016	000876 GATES SOUND	16-741		COUNCIL MEETING 3/9/16	300.00
Total :						300.00
205979	3/31/2016	000024 GUARDIAN	31616		APRIL 2016 DENTAL & VISION BENEFITS	1,967.04
Total :						1,967.04
205980	3/31/2016	000072 INTERWEST CONSULTING GROUP	25982		JANUARY 2016 PRIVATE DEVELOPMENT PROCESS	12,540.00
Total :						12,540.00
205981	3/31/2016	000748 LSA ASSOCIATES, INC.	144407		PROF SVCS FOR WILDOMAR BAXTER VILLAGE EI	7,122.50
Total :						7,122.50
205982	3/31/2016	000599 MV CHENG & ASSOCIATES INC	3/31/2016		MARCH 2016 CONTRACTUAL ADMIN ASST SVCS	6,180.00
Total :						6,180.00
205983	3/31/2016	000026 PROTECTION RESCUE SECURITY, SERVICES 16-083-T			3/1/16-3/31/16 SECURITY SERVICE	675.00
Total :						675.00

Voucher List
City of Wildomar

03/31/2016 12:19:00PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205984	3/31/2016	000149 RIVERSIDE COUNTY EXECUTIVE, OFFICE	2016/0322		ANIMAL SHELTER MISC EXPENSES P/E 3/22/16	1,343.49
Total :						1,343.49
205985	3/31/2016	000435 STRATA OAK, LLC C/O STRATA, EQUITY GROU	40116		APR 2016 CITY HALL MONTHLY LEASE	22,735.18
Total :						22,735.18
205986	3/31/2016	000215 THE PRESS-ENTERPRISE	10147964 10147965		PUBLIC NOTICE - TTM 37048 PUBLIC NOTICE - ZOA NO 16-01	112.80 105.60
Total :						218.40
205987	3/31/2016	000020 VERIZON	30716		3/7/16-4/6/16 TELEPHONE CHARGES	48.11
Total :						48.11
205988	3/31/2016	000437 VERIZON WIRELESS	9762555407		3/23/16-4/22/16 DATA INTERNET CHARGE	158.54
Total :						158.54
15 Vouchers for bank code : wf						Bank total : 55,780.90
15 Vouchers in this report						Total vouchers : 55,780.90

City of Wildomar
Payroll Warrant Register
4/1/2016

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
3/9/2016	Payroll People	02/20/2016-03/04/2016	31,529.24
3/24/2016	Payroll People	03/05/2016-03/18/2016	33,439.77
3/30/2016	Payroll People	03/01/2016-03/31/2016	1,401.77
		TOTAL	<u>66,370.78</u>

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.4
CONSENT CALENDAR
Meeting Date: April 13, 2016

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

STAFF REPORT

RECOMMENDATION:

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

DISCUSSION:

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

FISCAL IMPACT:

None.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Treasurer's Report
Daily Cash Balance

CITY OF WILDOMAR
 TREASURER'S REPORT FOR
 CASH AND INVESTMENT PORTFOLIO
February 2016

CITY CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	WELLS FARGO	\$ 5,788,076.28	\$ 729,947.36	\$ (894,016.29)	\$ 5,624,007.35	0.000%
	TOTAL	\$ 5,788,076.28	\$ 729,947.36	\$ (894,016.29)	\$ 5,624,007.35	

CITY INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
LOCAL AGENCY INVESTMENT FUND	\$ 1,551,154.19	\$ 1,551,154.19	\$ 1,551,154.19	100.00%	0	0.467%
TOTAL	\$ 1,551,154.19	\$ 1,551,154.19	\$ 1,551,154.19	100.00%		

- TOTAL CASH AND INVESTMENT \$ 7,175,161.54

CITY INVESTMENT (Continued)

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS	\$ 1,551,154.19	\$ 0.00	\$ 0.00	\$ 1,551,154.19	0.467%
TOTAL	\$ 1,551,154.19	\$ 0.00	\$ 0.00	\$ 1,551,154.19	

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

James Riley

4/7/2016

James Riley
 Finance Director

Date

CITY OF WILDOMAR - CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: April 13, 2016

TO: Mayor and City Council Members

FROM: Janet Morales, Senior Administrative Analyst

SUBJECT: Facilities Maintenance and Janitorial Services Contract Award

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve a contract with Consolidated Cleaning Systems (CCS Cleans) to provide Facilities Maintenance and Janitorial Services at the Parks and authorize the City Manager to sign the contract.

BACKGROUND/DISCUSSION:

In November 2014, Council Awarded a 3 year contract to Real Estate Resource Service (RERS) to provide Janitorial Services. Since then, RERS has closed business and the City has been contracting with Semilla Landscape Corporation through an emergency purchase order until a contract was awarded through the official Request for Proposal (RFP) process. On February 25, 2016 an RFP for Facilities Janitorial was issued and distributed. We received 4 proposals of which the top 2 firms were interviewed and CCS Cleans was selected to provide these professional services.

CCS Cleans is an experienced firm that provides high level of services to private and public sectors and all types of businesses. They service 50 buildings and have a staff of over 60 cleaners working 365 days a year. Currently they provide janitorial services for the City of Murrieta Parks, San Diego County Health & Human Services, Harbor Island West Marina and the Museum of Contemporary Art. The recommended contract award is for three years with two 1 year extensions and at a reduced cost from the former contract.

FISCAL IMPACT:

The cost of services per month for each fiscal year:

15/16: \$3,824.53

16/17: \$3,974.09

17/18: \$4,123.65

ATTACHMENTS:

Agreement for Services

Attachment A

AGREEMENT FOR SERVICES

By and Between

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

and

CONSOLIDATED CLEANING SYSTEMS

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
CONSOLIDATED CLEANING SYSTEMS**

This Agreement for Services (“Agreement”) is entered into as of this 1st day of May, 2016 by and between the City of Wildomar, a municipal corporation (“City”) and Consolidated Cleaning Systems (“Service Provider”). City and Service Provider are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

B. Service Provider, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Wildomar’s Municipal Code, City has authority to enter into this Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for 3 years with two 1 year extensions commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit “A” “Scope of Services” (hereinafter, the “Services”) and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit “A.” Should the Services not be completed pursuant to that

schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One hundred fifty four thousand fifty nine dollars (\$154,059) for the Term, unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit “B” include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

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

(d) Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider’s work under this Agreement, either during performance or when completed. City shall reject or finally accept

Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Service Provider's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

(c) Neither Service Provider, nor any of Service Provider's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Service Provider expressly waives any claim Service Provider may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth in this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations

necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Service Provider's performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Service Provider, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Service Provider gives City notice of such court order or subpoena.

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

(d) Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents,

employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(c) Indemnification from Sub-Service Providers. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term “design professional,” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) City’s Negligence. The provisions of this section do not apply to claims occurring as a result of City’s sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit “C” “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content.

These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement.

In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work

performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

To Service Provider: Consolidated Cleaning Systems
Attn: Greg Augustyn
5256 S. Mission Rd. #703 Ste. 25
Bonsall, CA 92003

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to

an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

CITY OF WILDOMAR

Gary Nordquist
City Manager

ATTEST:

Debbie A. Lee
City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

By: _____
Greg Augustyn
General Manager

By: _____

Its: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____,

personally known to me - OR - 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.

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

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

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

Services are requested for 7 days per week, Monday thru Sunday. All services are to occur during the morning hours, preferably during 6 a.m. – 10 a.m.

Park Assets

Restroom	Gazebo / Shade Structure	BBQ Grills
Tot Lot	Dog Bags Dispensers	Dog Park
Snack Bar	Picnic Tables / Benches	Exercise Equipment
Trash / Recycling Containers	Water Fountains	Water Tank
Building	Bleachers	

Daily Services

<i>Restroom</i>	<i>Tot Lot</i>	<i>Building / Gazebo</i>
<ul style="list-style-type: none"> -All stalls and surfaces cleaned and sanitized leaving stainless steel streak and residue free. -Walls adjacent to urinals and toilets disinfected. -Soap, tissue, and seat cover dispensers will be refilled as needed. -All surfaces will be inspected for vandalism, damages, or graffiti. -All floors will be moped with germicidal agent. 	<ul style="list-style-type: none"> -Tot Lot equipment cleared of all trash, debris, bark, and graffiti - Report all graffiti -Bark is to be raked level with curb. -Bark is to be raked level under swings. - (Marna, Regency) 	<ul style="list-style-type: none"> -Cleaned of all debris and graffiti. -All posts and surfaces cleared of all decorations, tape, and residue. -Concrete free of gum and food stains. -Stainless steel doors are inspected for any vandalism or graffiti. -All exterior counters are clear of any debris and or graffiti.
<i>Dog Bag Dispensers</i>	<i>Picnic Tables / Benched</i>	<i>Exercise Equipment</i>
<ul style="list-style-type: none"> -Insure that surfaces are clean. -Replace bags when needed. -Remove any graffiti. 	<ul style="list-style-type: none"> -Insure all surfaces are clean and free of all debris. -All surfaces are cleaned of any graffiti - Report Graffiti or Vandalism. 	<ul style="list-style-type: none"> -Surfaces are to be cleaned and sanitized. -Area is to be free of all trash and debris. -Surface under equipment are level and evenly raked.
<i>Trash / Recycling Containers</i>	<i>Water Fountains</i>	<i>Bleachers / Dog Park</i>
<ul style="list-style-type: none"> -Trash / Recycling Removed Daily -Inspect all liners; Replace as needed -Minimize Odors and drain liners after rain 	<ul style="list-style-type: none"> -All dirt, graffiti, gum, or other debris will be removed. -All surfaces cleaned and sanitized leaving stainless steel streak and residue free. 	<ul style="list-style-type: none"> -Cleared of all trash and debris. -Removal of all graffiti.

SURFACES - Include but not limited to: Walkways, Brick walls, Turf, Gardens, Basketball Courts, Parking lots, Parkways, Rocks, Signage, Fences and Gates are to be visually inspected and insure that all trash and debris are removed. Remove and report any major graffiti or vandalism.

Weekly

Snack Bar	Restrooms	Building / Gazebo / Water Tank
<p>-According to City events schedule: All interior stainless counters are to be cleaned and sanitized.</p> <p>-The floor is to be moped with germicidal agent.</p> <p>-The walls and ceilings are to be free of all cobwebs and insects as needed.</p>	<p>-Exterior wall and concrete floors of restrooms will be cleaned.</p> <p>-All dirt, cobwebs, gum, or other debris will be removed. Pressure washer will be used when needed.</p> <p>-All top interior and bottom exterior vents will be inspected and cleaned as needed.</p>	<p>-Inspect roof for trash and or debris (i.e. Rocks, Newspapers, Bottles, Trash) - Mondays and after Holiday.</p> <p>-All exterior vents and columns are to be cleaned as needed.</p>
BBQ Grills	Picnic Tables / Benches / Bleachers	All Park Assets
<p>-Clean as needed.</p> <p>-Visually inspected for any damages. - Report all hazards.</p>	<p>-Inspect for insect and eradicate as needed.</p> <p>-Pressure Wash as needed.</p>	<p>-Inspect and eradicate for insects.</p>

Monthly

Pressure Wash		Paint
<p>-Gazebos</p> <p>-Building</p> <p>-Restroom</p> <p>-Water Fountains</p>	<p>-Benches / Picnic Tables / Bleachers</p> <p>-Trash / Recycling Containers</p> <p>-Gum Removal with Hot Pressure Washer</p>	<p>-Restroom</p> <p>-Snack Bar</p>

Yearly

Paint		Cleaning / Pressure Washing
<p>-Building</p> <p>-Gazebo</p> <p>-Restroom</p> <p>-Dog Park Items / Equipment</p> <p>-BBQ Units – Proper High Temperature Paint</p> <p>-Water Tank and attached structure.</p>	<p>-Black Chain-link Fencing / Gates</p> <p>-Trash / Recycling Containers</p> <p>-Snack Bar Exterior Counter Tops</p>	<p>-Tot Lot - During the month of March</p> <p>-Gutters - During the month of October</p> <p>-Quarterly – Grout Cleaning in RESTROOM and SNACK BAR</p>

Material Specifications

Paint	Hardware	Insecticide
<p>Green: Valspar, Exterior Semi-gloss B 4-77957, 101-3Y26, 107-2Y36, 113-4Y43.5 203-1Y42.5</p> <p>Brown: Valspar, Exterior Flat B4-75206, 101-42.5, 107-2Y12, 109-31, 113-8Y31.5</p> <p>Gray: Valspar, Exterior Flat B2-74285, 101-Y42, 107-1Y33.5, 109-7</p> <p>White: Valspar, Interior Flat 530255</p>	<p>ADA: 9" High Hinge for 1" thick doors Part # HHGBADA--all partitions and part</p> <p>Non-ADA: Spring Loaded Surface Hinge Part # A8643 – all partitions and parts</p> <p>Haws Fountain: Valve Kit #: VRK5874 Chrome Flange # PBA6</p>	<p>Termidor: a fipronil based insecticide.</p>

EXHIBIT "B"
COMPENSATION

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

	FY15/16	FY16/17	FY17/18
A. Cleaner	\$18/hr	\$19/hr	\$20/hr
B. Facilities Provider I	\$20/hr	\$21/hr	\$22/hr

IV. The compensation for the Services shall not exceed:

FY15/16

Marna O'Brien Park:	\$2,072.20/month
Windsong Park:	\$876.17/ month
Regency Heritage Park	\$876.17/ month

FY16/17

Marna O'Brien Park:	\$2,150.81/month
Windsong Park:	\$911.64/ month
Regency Heritage Park	\$911.64/ month

FY17/18

Marna O'Brien Park:	\$2,229.42/month
Windsong Park:	\$947.12/ month
Regency Heritage Park	\$911.64/ month

\$2,000 per year for call-outs and repairs.

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Service Provider shall provide the following scope and limits of insurance:

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

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Service Provider and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Service Provider's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

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

(1) Commercial General Liability. \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence.

(4) Professional Liability. \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Service Provider's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.

(3) Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

C. Other Requirements. Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: April 13, 2016

TO: Mayor and City Council Members
FROM: Janet Morales, Senior Administrative Analyst
SUBJECT: Memorial Day Service Event 2016

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council waive the special event application fee for the Faith Baptist Church Memorial Day Service at the Wildomar Cemetery.

BACKGROUND:

On March 22, 2016, Faith Baptist Church submitted a Special Event Application and letter requesting consideration to approve the application, should the Cemetery Board allow the use of the Cemetery, and waive the \$79 City application fee for their Memorial Day Service event scheduled for May 30, 2016. This is an annual, well attended event that Faith Baptist Church has conducted at the Cemetery for several years.

DISCUSSION:

Review the letter requesting the fee to be waived. Upon approval from City Council and Cemetery Board, staff will review the Special Event Application for conditions and approval.

FISCAL IMPACTS:

Decrease in special event revenue of \$79.00.

Submitted By:
Janet Morales
Senior Administrative Analyst

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- A.) Special Event Application
- B.) Fee Waiver Request

Attachment A



CITY OF WILDOMAR

SPECIAL EVENTS APPLICATION & PERMIT PACKET

Conducting a Special Event in Wildomar

Would you like to host a Special Event in the City of Wildomar? Successful events depend on good planning. This Special Events Packet provides instructions to guide and assist you in the preparation and processing of your Special Event Permit.

The type of event and the kinds of activities you are planning determines which agencies you may need to contact.

Remember, you may also need other permits from other agencies such as Riverside County Health Department, Alcohol Beverage Control, or CAL FIRE.

Please read the entire Information packet and instructions before you begin completing the application form.

Most common questions will be answered as you read through the information. After reading the information packet, if you still have questions, you may call the Community Services Department at 951.677.7751.

This application form and all pertinent documents must be brought in person to the Community Services Department at

23873 Clinton Keith Rd Ste. 201
Monday-Thursday, 8:00 am – 5pm

Applications can take up to 30 days to route through all departments. There are no shortcuts to the processing of an application for a Special Events Permit so plan ahead.

Please print the Special Events Permit Packet in its entirety.

3. CONTACTS

Name of the Organization Sponsoring the Event: Faith Baptist Church

Is the organization a tax exempt, non-profit organization with an IRS 501 (c) letter?

Yes No

If yes the application must provide a letter from the organization authorizing the representative to apply for this permit on its behalf.

A letter must be included that indicates the name and address of the organization or individual who is financially responsible for any event fees and costs.

Name of Applicant: Rachel McDowell - Faith Baptist Church

Address: 21220 Walnut Street

City: Wildomar State: CA Zip Code: 92595

Phone: 951-245-8744 Cell: 951-903-3629

Email: rmedowell@fbcwildomar.com

Name of Alternate Applicant: Matt Banghart - Faith Baptist Church

Address: same

City: same State: same Zip Code: same

Phone: same Cell: 951-764-7376

Email: same

The Applicant or Alternate Contact must be available to answer questions regarding the event and the event application. They must also be available for any planning meetings scheduled prior to the event.

4. ON SITE CONTACT

Name of On Site Contact: Matt Banghart

Address: 21220 Walnut Street

City: Wildomar State: CA Zip Code: 92595

Phone: 951-245-8744 Cell: 951-764-7376

Email: mbanghart@fbcwildomar.com

The On Site contact must be available at the event site and in possession of the approved special event permit. The On Site Contact should have with them, the cell phone assigned to the above listed cell phone number during the entire event.

5. LOCATION

Location Description: Wildomar Cemetery

6. SITE PLAN

Site Diagram: Please complete a diagram of your event site using 8 1/2" x 11" size paper. The location of all stages, bleachers, grandstands, scaffolding, canopies, tents, portable toilets, booths, beer gardens, cooking areas and other temporary structures should be indicated. A 20-foot wide emergency access lane must be indicated throughout the event venue. Indicate exit points for events that are fenced or that occurs within tents or other structures.

Total Anticipated Attendance: 10,700 Daily Attendance: N/A

Times: 10:00 am To about 11:15-11:30 am

Streets Closed: N/A Setup Begins: 7:00 am

Event Begins: 10:00 am Event Ends: _____

Cleanup Ends: 12:00? Streets Open: N/A

7. SECURITY PLAN

As the event applicant or organizer, **YOU** are required to provide a safe and secure environment for the event. This is accomplished by anticipating potential problems and concerns related to the event and the surrounding environment. The event may require the services of Wildomar Police, Private Security, Crossing Guards and or Public Works employees. Private Security Guards must be properly licensed and preapproved.

Have you hired a licensed professional security company to develop and manage your event's security plan?

Yes No

If yes, you are required to provide a copy of the company's valid Private Patrol Operators License issued by the State of California and a certificate of insurance naming the City of Wildomar as additionally insured.

Name of Company: _____ Contact Name: _____
Address: _____
City: N/A State: _____ Zip Code: _____
Phone: _____ Cell: _____
Email: _____

8. TRAFFIC PLAN

Street Closures: Is your event going to restrict the regular flow of traffic on a City Street or sidewalk?

Yes No

If yes, applicant/organizer must notify residences and businesses affected by the event. Notice shall be given to and approved by the Public Works Department.

What Street(s) will be closed for your event? N/A

At what intersections will the above street be closed? N/A

Will your event involve the use of traffic safety equipment, (i.e.) barricades, etc.?

Yes No

Please give details: N/A

Is the applicant/organizer requesting the Wildomar Public Works Department to provide the safety equipment?

Yes No

If this event requires the closure of more than one street between two intersections, please include a detailed map of the event showing all intersections and roadway access points, the location of barricades and traffic control personnel. You will be required to obtain traffic safety equipment for the safe closure of the venue and to ensure proper detour and parking information is posted. Depending upon the type of event, you may need barricades, traffic cones, directional signage etc. It is the responsibility of the applicant/organizer to obtain and to properly place this equipment prior to the beginning of the event.

The Riverside Transit Agency (RTA) must be notified if street closures will affect bus routes. Contact RTA's administrative office at 1825 Third St., Riverside, CA, 92501, or call 951/565-5000 and ask to speak to the Chief Operations Officer.

All traffic control devices on all streets and highways open to public travel in California must conform to the California Department of Transportation, Traffic Manual, subject to the provisions of California Vehicle Code.

Parking

It is important that you plan for the safe arrival and departure of event attendees, participants and vendors. As the event organizer, you should develop a parking and / or shuttle plan that is suitable for the environment in which your event will take place. Remember that parking, traffic congestion and environmental pollution are all areas of concern with events. You must include accessible parking and/or access in your event plans.

9. FIRE DEPARTMENT

Will the event require electrical generators during the event?

Yes No

Will fireworks, explosives or any other pyrotechnic device be used at the event?

Yes No

Will the event require tents with over 200 square feet of material?

Yes No

Will the event require tents or canopies with over 400 square feet of material?

Yes No

Canopy covers 40ft x 60ft area

3 - 20x40 canopies

Will there be use of cooking or other equipment that emits a flame, heat or spark?

Yes No

10. ALCOHOLIC BEVERAGES

Will alcoholic beverages be furnished or sold at the event?

Yes No

Describe the plan to ensure the safe sale or distribution of alcohol at the event: _____

If serving or selling alcohol at the event, applicant/organizer must obtain a permit from:

Alcohol Beverage Control
3737 Main Street, Suite 900
Riverside, CA 92501
951.782.4400
www.abc.ca.gov

11. FOOD SERVICE

Will food or beverages be provided or sold at the event?

Yes No

Will the event be professionally catered?

Yes No

If your event is being catered please provide information on the company.

Name of Company: _____ Contact Name: _____

Address: _____

City: N/A State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____

Applicant/organizer must contact the Riverside County Department of Health for a permit if any food or beverages will be sold or distributed.

Department of Environmental Health
38740 Sky Canyon Drive
Murrieta, CA 92563
951.461.0284

12. ANIMALS

WILL THERE BE ANIMALS PRESENT, (I.E. Petting zoo, circus, pony rides, dogs, other)?

Yes No

13. MEDICAL PLAN

Have applicant/organizer hired a licensed professional emergency medical service provider to develop and manage the event's medical plan?

Yes No

If yes, please provide information on the company.

Name of Company: _____ Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____

Please describe the medical plan including your communications plan. The plan should include the hours of setup and dismantling of medical aid areas.

Art and Kathy Durbin will both be in attendance and serve as ER help. They will have first aid kit with them in case of ER. Both are certified in the medical field.

Art Durbin : RN , paramedic
Kathy Durbin : RN

14. AMPLIFIED NOISE

Will the event have amplified sound at your event?

Yes No

yes, we will have a P/A system

Will the event have live music?

Yes No

yes: orchestra, piano, vocal

Will the event have mechanical noise?

Yes No

15. SANITATION

What provisions applicant/organizer made for sanitation facilities?

(Right way)

One ADA approved portable toilet will be delivered + there is one other toilet already on the property.

All temporary sanitation facilities placed at the event must be removed on the first business day following the event unless in the public right away.

19. INDEMNIFICATION AGREEMENT (REQUIRED)

Have you attached a Certificate of Liability Insurance AND Additional Insured Endorsement to this application and sent an original to the City of Wildomar?

Yes No

Applicant hereby requests waiver of insurance under the prohibitive cost exemption.
(BLOCK PARTY/NEIGHBORHOOD EVENT APPLICANT'S ONLY)

Yes No

In consideration of the granting of this Application and Permit for Special Event for:

Memorial Day Service
(name of event)

On May 30, 2016
(date of event)

The Faith Baptist Church
(name of organization)

agree(s) to defend, indemnify and hold harmless the City of Wildomar, Wildomar Cemetery District, and the City's employees, officers, managers, agents, council members, and volunteers from any and all losses, damages, claims for damage, liability, lawsuits, judgments, expense and cost arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Special Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

Dated: 2/19/16

Signature: Bruce Goddard

Printed Name: Bruce Goddard

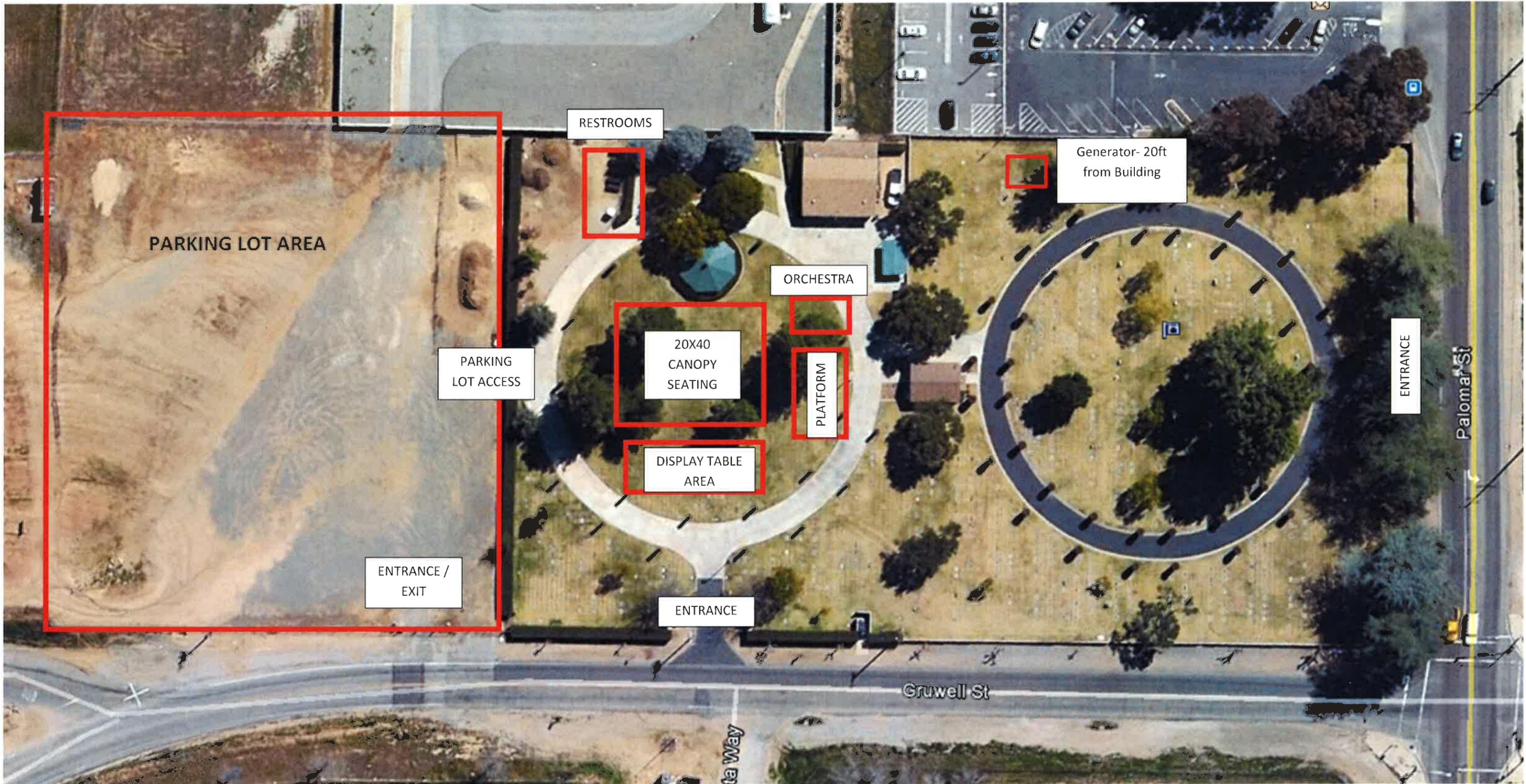
Title: Pastor

Authorizing City Representative

Dated: _____

Signature: _____

Title: _____



PARKING LOT AREA

RESTROOMS

Generator- 20ft from Building

PARKING LOT ACCESS

20X40 CANOPY SEATING

ORCHESTRA

PLATFORM

DISPLAY TABLE AREA

ENTRANCE

ENTRANCE / EXIT

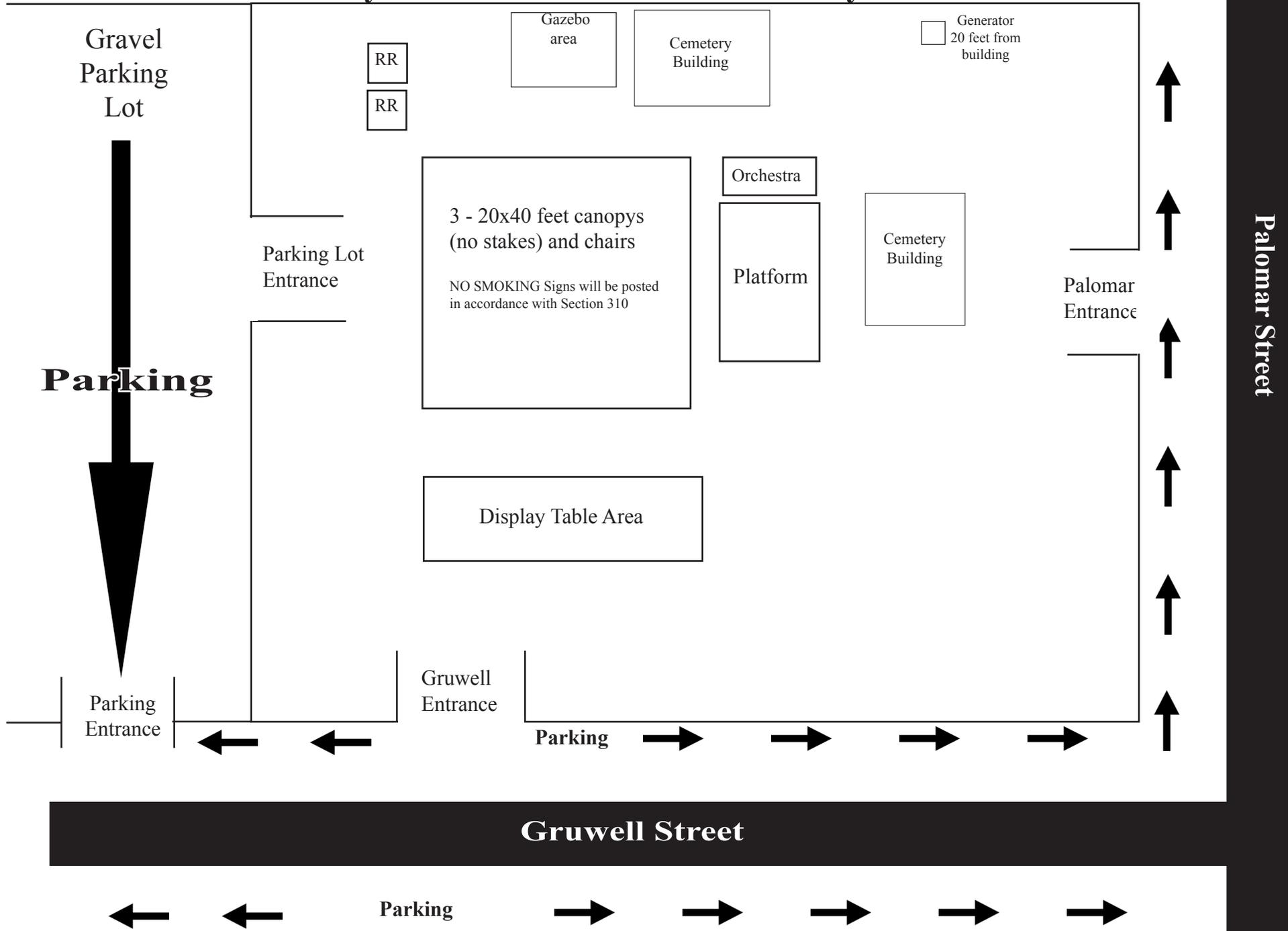
ENTRANCE

Gruwell St

Palomar St

ta Way

Wildomar Cemetery Site Plan 2016 for Memorial Day Service (not to scale)



Attachment B



Bruce Goddard, *Pastor* • Josh Goddard, *Youth Pastor* • Greg Beil, *School Administrator*

March 22, 2016

Dear Wildomar Council:

For the past two decades, Faith Baptist Church has held an annual Memorial Day Service at the Wildomar Cemetery. The previous owner was always happy to offer the use of his property to us free of charge since it was a community event and was held to honor our military men and women. We have stayed with the tradition of not allowing it to become a church service, but only a complete tribute to those who gave any portion of their lives to defend freedom in any country in the name of AMERICA.

In recent years, the ownership of this cemetery was turned over to the city of Wildomar and has been swamped in red tape compared to what we were used to. We have complied with every request you have made; and at enormous financial cost to us, we have asked no money from anyone to hold this event. With the increase in local resident attendance, we have increased the number of rented awnings for shade, chairs to sit, extra portable toilets, and paid several other costs it takes to hold this public service.

Graciously, you have waived the fees for this event in the past and have done it without any extra work for us. We are formally requesting that the fees for this event be waived once again without any more red tape.

Thank you for allowing us the use of the Wildomar Cemetery for each year that it has been in your hands. I truly believe the hundreds of people who attend this event are thankful that there are still some old-fashioned patriots left in our small town. The country, as a whole, seems to be sorely lacking in American loyalty. We feel the instilling of patriotism in today's youth is the only hope for a free America in the future.

Thank you,
Rachel McDowell
Faith Baptist Church

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: April 13, 2016

TO: Mayor and City Council Members

FROM: Daniel A. York, Assistant City Manager

PREPARED: Jason Farag, Assistant Engineer

SUBJECT: Development Impact Fee (DIF) and Transportation Uniform Mitigation Fee (TUMF) Credit Agreements - Tract 25122 and Tract 32078

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the DIF and TUMF Credit Agreements with Richmond American Homes.

DISCUSSION:

Tract 25122 and Tract 32078 Final Maps were approved by the City Council on December 9, 2015. Tract 25122 and Tract 32078 are located southwest of the intersection of Palomar Street and McVicar Street (Attachment A). Tract 25122 includes 98 residential lots, 3 detention basin lots, 8 open space lots, 1 additional lot, and right-of-way on 41.73 acres. Right-of-way includes nine new streets, two extensions of existing streets, and a barrier strip. Right-of-way also includes four open space lots for Riverside County Flood Control and Water Conservation District. Tract 32078 includes 55 residential lots, 4 open space lots, and right-of-way on 15.566 acres. Right-of-way includes four new streets, two of which are extensions of new streets proposed by Tract 25122. Both Tract 25122 and Tract 32078 are constructing improvements along Palomar Street that are Development Impact Fee (DIF) and Transportation Uniform Mitigation Fee (TUMF) program facilities. The DIF program facilities being constructed include an equestrian trail on Palomar Street and the TUMF program facilities being constructed include other improvements to Palomar Street such as street improvements and utility improvements (Facilities). The developer, Richmond American Homes (Developer), is obligated to pay DIF and TUMF for their development. However, both the DIF and TUMF programs have a provision to allow a Developer to receive credits and reimbursements. Since the Developer is constructing DIF and TUMF program facilities, the Developer is potentially eligible for DIF and TUMF credits. The credits would reduce the total DIF and TUMF the Developer is required to pay. The DIF and TUMF Credit Agreements (Credit Agreements) specify the terms and conditions under which the Developer must construct the facilities so that they are eligible for credits. Once the Developer has completed construction of the Facilities, the Developer must

submit the appropriate documents to the City to demonstrate that the Facilities were installed consistent with the requirements of the Credit Agreements. The City will review the documentation and determine if the Developer is entitled to any credits.

FISCAL IMPACT:

The Developer is constructing public DIF and TUMF program facilities. The Developer's expenses to construct these facilities may be used to off-set and reduce their total DIF and TUMF obligations. The Developer must comply with all items specified in the agreements to receive credits.

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- Attachment A – Aerial Image of Tract 25122 and Tract 32078
- Attachment B – DIF Credit Agreement (TR 25122 and TR 32078)
- Attachment C – TUMF Credit and Reimbursement Agreement (TR 25122)
- Attachment D – TUMF Credit and Reimbursement Agreement (TR 32078)

ATTACHMENT A



Figure 1 - Aerial Image of Tentative Tract Maps 25122 and 32078 (parcel areas, approximate, highlighted in yellow)

ATTACHMENT B

DIF CREDIT AGREEMENT
[Tract Nos. 32078 & 25122, Rancho Fortunado]

This **DIF CREDIT AGREEMENT** (“Agreement”) is entered into this ___ day of _____, 20___, by and between the CITY OF WILDOMAR, a California municipal corporation (“CITY”), and Richmond American Homes of Maryland, Inc., a Maryland corporation, (“Developer”). CITY and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, Developer owns 57.296 acres of real property located within the CITY which is more specifically described in the legal description set forth in Exhibit “A”, attached hereto and incorporated herein by this reference (“Property”);

WHEREAS, Developer has requested from CITY certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as a residential development planned for 153 single family residential homes within Tract Nos. 30278 and 25122, including Palomar Road trail frontage improvements (“Project”);

WHEREAS, CITY requires developers to pay certain development impact fees for the purpose of defraying all or a portion of the cost of public improvements, public services, and community amenities related to the their projects (“DIF”);

WHEREAS, sections 3.40.040, 3.40.050, and 3.44.080 of the Wildomar Municipal Code 1) authorize the CITY to issue DIF credits to a developer who constructs certain public improvements that are included within the fee program to reduce their DIF obligation, and 2) authorize the CITY to reimburse a developer who constructs public improvements that are more costly than its DIF obligations;

WHEREAS, CITY and Developer have entered into a separate agreement pertaining to the Developer’s construction of improvements included within the Transportation Uniform Mitigation Fee (“TUMF”) Program and providing Developer credits and/or reimbursements against the Developer’s TUMF obligations; and,

WHEREAS, as a condition of CITY’s approval of the Project, CITY has required Developer to construct certain public improvements that would be funded by the DIF Program (“DIF Improvements”);

WHEREAS, CITY and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the DIF Improvements, (2) to ensure that delivery of the DIF Improvements is undertaken as if the DIF Improvements were constructed under the direction and authority of the CITY, (3) to provide a means by which the Developer’s costs for project delivery of the DIF Improvements and related right-of-ways is offset against Developer’s obligation to pay the applicable DIF for the Project, and (4) to provide

a means for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the DIF Improvements exceeds Developer's DIF obligations.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and CITY hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of DIF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain DIF Improvements generally described as the equestrian trail along Palomar Street, and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by CITY, and which are incorporated herein by this reference. Construction of the DIF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the DIF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of CITY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the DIF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the DIF Improvements until all plans and specifications for the DIF Improvements have been submitted to and approved by CITY. Approval by CITY shall not relieve Developer from ensuring that all DIF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the DIF 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 license issued to Developer.

2.3 Public Works Requirements. In order to insure that the DIF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, CITY, Developer shall comply with all of the following requirements with respect to the construction of the DIF Improvements:

(a) Developer shall obtain bids for the construction of the DIF Improvements, in conformance with the standard procedures and requirements of CITY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the DIF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the DIF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities and as required by the procedures and standards of CITY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the DIF Improvements which they will construct in conformance with CITY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the DIF Improvements which CITY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the DIF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to CITY, at such intervals and in such form as CITY may require that the foregoing requirements have been satisfied.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the DIF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The DIF 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, constructing the DIF Improvements 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 DIF Improvements. All work shall be done and the DIF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the DIF 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 DIF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of DIF Improvements. CITY shall not be responsible or liable for the maintenance or care of the DIF Improvements until CITY approves and accepts them. CITY shall exercise no control over the DIF Improvements until accepted. Any use by any person of the DIF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to CITY's acceptance of the DIF Improvements. Developer shall maintain all of the DIF 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. 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 DIF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the DIF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service fees established by CITY.

5.0 CITY Inspection of DIF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the DIF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by CITY of the DIF Improvements and areas where construction of the DIF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the DIF Improvements, Developer shall provide to CITY such evidence or proof as CITY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the DIF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to CITY a title insurance policy or other security acceptable to CITY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of DIF Improvements; As-Built or Record Drawings. If the DIF Improvements are properly completed by Developer and approved by CITY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, CITY shall be authorized to accept the DIF Improvements. CITY may, in its sole and absolute discretion, accept fully completed portions of the DIF Improvements prior to such time as all of the DIF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the DIF Improvements. Upon the total or partial acceptance of the DIF Improvements by CITY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted DIF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted DIF Improvements shall become the sole and exclusive property of CITY without any payment therefore. Notwithstanding the foregoing, CITY may not accept any DIF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the CITY for all such DIF Improvements. The drawings shall be certified and shall reflect the condition of the DIF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the DIF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the DIF Improvements, for a period of one (1) year following completion of the work and acceptance by CITY ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the DIF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of CITY, and to the approval of CITY. 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 DIF 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 DIF 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 DIF 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.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the DIF Improvements, 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.

10.0 Default; Notice; Remedies.

10.1 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 (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, CITY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon CITY’s issuance of the Notice, Developer and its surety shall be liable to CITY for all costs of construction and installation of the DIF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; CITY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to CITY within the time frame contained in the Notice, 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 of the DIF 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 the DIF Improvements, CITY may require all work by Developer or its surety to cease in order to allow adequate coordination by CITY.

10.3 Other Remedies. No action by CITY pursuant to this Section 10.0 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.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the DIF Improvements, Developer or its contractor shall provide CITY with surety bonds in the amounts and under the terms set forth below (“Security”). The amount of the Security shall be based on the estimated actual costs to construct the DIF Improvements, as determined by CITY after Developer has awarded a contract for construction of the DIF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement (“Estimated Costs”). If CITY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by CITY. Developer’s compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer’s indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the DIF Improvements and all the provisions of this Agreement, to protect CITY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the DIF Improvements, Developer or its contractor shall provide

CITY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The CITY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the DIF Improvements are accepted by CITY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than ten (10%) 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.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the DIF Improvements and this Agreement, Developer or its contractor shall provide CITY a labor and materials bond in an amount which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this section may be released by written authorization of CITY after six (6) months from the date CITY accepts the DIF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which CITY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of CITY's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do 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, Developer, its contractor or the 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. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the DIF Improvements, or the plans and specifications for the DIF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the CITY, and when such forms are completed to the satisfaction of CITY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless CITY, its elected officials, 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 CITY, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the DIF Improvements or their condition prior to CITY's approval and acceptance of the DIF Improvements ("Claims"). 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, employees, and/or agents for all legal expenses

and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of CITY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify 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, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). 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.

(a) General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

(b) Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

(c) Workers' Compensation. 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 One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

(d) Professional Liability. For any consultant or other professional who will engineer or design the DIF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the DIF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 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.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name CITY, its elected officials, officers, employees, and agents as additional insureds with respect to work

performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to CITY, its elected officials, officers, employees, or agents.

13.4 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, or agents. The policy required for workers' compensation 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.

13.5 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.

13.6 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 thirty (30) days' prior written notice to CITY.

13.7 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" and FSC-VIII.

14 DIF Credits.

14.1 Developer's DIF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to CITY per the Development Agreement for Tract Nos. 32078 and 25122 (dated 1/23/14) as part of the DIF Program for trails is Forty Eight Thousand Three Hundred Forty Eight and 00/100 dollars (\$48,348.00) ("DIF Obligation"). This DIF Obligation does not have to be paid until the Certificate of Occupancy is obtained. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop CITY from adjusting the DIF.

14.2 Credit Offset Against DIF Obligation. Pursuant to section 3.44.080(A) of the Wildomar Municipal Code and in consideration for Developer's obligation under this Agreement for the delivery of DIF Improvements, credit shall be applied by CITY to offset the DIF Obligation subject to adjustment and reconciliation under Section 14.4 of this Agreement ("DIF Credit"). Developer hereby agrees that the amount of the DIF Credit shall be applied after Developer has initiated the process of project delivery of DIF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar

amount of the DIF Credit shall be equal to the lesser of: (A) the City Engineer's Estimate of the actual value of the DIF Improvements; or (B) the estimated cost of the DIF Improvements as identified in the DIF study in effect at the time of the issuance of a building permit for the project ("DIF Unit Cost Assumptions").

The City Engineer's Estimate and the DIF Unit Cost Assumptions shall hereafter be collectively referred to as "DIF Estimated Credit". At no time will the DIF Credit exceed the Developer's DIF Obligation. If the dollar amount of the DIF Estimated Credit exceeds the dollar amount of the DIF Obligation, Developer will be deemed to have completely satisfied its DIF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.5 of this Agreement. CITY shall provide Developer written notice of the determinations that CITY makes pursuant to this section, including how the DIF Credit is applied to offset the DIF Obligation as described above.

14.3 Verified Cost of the DIF Improvements. Upon recordation of the Notice of Completion for the DIF Improvements and acceptance of the DIF Improvements by CITY, Developer shall submit to the CITY Public Works Director the information set forth in the attached Exhibit "C". The CITY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the DIF Improvements covered under this Agreement ("DIF Verified Costs"). The CITY Public Works Director will use his or her best efforts to determine the amount of the DIF Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

14.4 Reconciliation; Final Credit Offset Against DIF Obligations. The Developer is aware of and accepts the fact that credits are speculative and conceptual in nature. The actual amount of DIF Credit that shall be applied by CITY to offset the DIF Obligation shall be equal to the lesser of: (A) the DIF Verified Costs or (B) the DIF Unit Cost Assumptions as determined in accordance with Section 14.2 of this Agreement ("Actual DIF Credit"). No Actual DIF Credit will be awarded until the DIF Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimate in order to estimate DIF Credits for project planning purposes, the Actual DIF Credit awarded will only be determined by the reconciliation process. An estimated DIF Credit/Reimbursement calculation is included in Exhibit "E".

(a) DIF Balance. If the dollar amount of the Actual DIF Credit is less than the dollar amount of the DIF Obligation, the CITY Public Works Director shall provide written notice to Developer of the amount of the difference owed ("DIF Balance") and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation.

(b) DIF Reimbursement. If the dollar amount of the Actual DIF Credit exceeds the DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.5 of this Agreement. CITY shall provide Developer written notice of the determinations that CITY makes pursuant to this section.

(c) DIF Overpayment. If the dollar amount of the Actual DIF Credit exceeds the Estimated Credit, but is less than the DIF Obligation, but the Actual Credit plus additional monies collected by CITY from Developer for the DIF Obligation exceed the DIF Obligation (“DIF Overpayment”), Developer will be deemed to have fully satisfied the DIF Obligation for the Project and may be entitled to a refund.

14.5 Reimbursement Agreement. If authorized under either Section 14.2 or Section 14.4 Developer may apply to CITY for a reimbursement agreement for the amount by which the Actual DIF Credit exceeds the DIF Obligation, as determined pursuant to Section 15.4 of this Agreement, section 3.44.080 of the Wildomar Municipal Code, and the CITY’s adopted Development Impact Fee Credit and Reimbursement Policy (“Reimbursement Agreement”). If CITY agrees to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit “D,” and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property (“Assignment”). Developer and such purchaser and assignee (“Assignee”) shall provide to CITY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with CITY in a form reasonably acceptable to CITY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or CITY between CITY and Developer. Developer’s contractors 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.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer,

to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, CITY shall have the right to rescind this Agreement without liability.

15.5 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:

To CITY: City of Wildomar
Attn: Public Works Director
23873 Clinton Keith Rd., Ste. 201
Wildomar, CA 92595
Fax No. (951) 698-1463

To Developer: Richmond American Homes of Maryland, Inc.
Attn: Sondra Harris
Vice President of Planning
5171 California Avenue, Suite 120
Irvine, CA 92617
Fax No. (949) 467-2839

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; 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.

15.6 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.

15.7 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 contractors 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.

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

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.10 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.

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

15.12 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.

15.13 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.

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.16 Entire Agreement. This Agreement contains the entire agreement between CITY and Developer and supersedes any prior oral or written statements or agreements between CITY and Developer.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

RICHMOND AMERICAN HOMES OF
MARYLAND

By: Sondra Harris
Its: Vice President of Planning

ATTEST:

By: _____
Its: _____

CITY OF WILDOMAR:

Gary Nordquist, City Manager

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM:

Thomas D. Jex, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACHED BEHIND THIS PAGE]

Tract 25122:

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

PARCEL 1: (APN: 380-080-012-6)

PARCEL "A" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 1, PARCEL 2, AND PARCEL 3 AND A PORTION OF LOT "B" OF PARCEL MAP 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 1 AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 7070-31 OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 15" WEST, A DISTANCE OF 62.65 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT "B" OF PARCEL MAP NO. 8725;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 14.03 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT "B" AS SHOWN ON PARCEL MAP NO. 8725;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, NORTH 37° 07' 15" EAST, A DISTANCE OF 260.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725;

THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, SOUTH 52° 34' 35" EAST, A DISTANCE OF 133.89 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 47.00 FEET HAVING A RADIAL BEARING OF NORTH 61° 06' 29" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 35' 15", A DISTANCE OF 34.11 FEET;

THENCE SOUTH 70° 28' 46" EAST, A DISTANCE OF 35.84 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 100.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 25' 55", A DISTANCE OF 74.06 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 70.00 FEET AND A RADIAL BEARING OF NORTH 61° 57' 09" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 58' 33", A DISTANCE OF 75.72 FEET TO A POINT WITH A RADIAL BEARING OF NORTH 00° 01' 24" WEST;

THENCE SOUTH 53° 06' 05" EAST, A DISTANCE OF 160.45 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, SAID POINT ON A NON-TANGENT CURVE WITH A RADIUS OF 341.00 FEET AND A RADIAL BEARING OF NORTH 57° 53' 39" WEST;

THENCE ALONG SAID WESTERLY LINE OF PARCEL 7077-1A THROUGH A CENTRAL ANGLE OF 38° 30' 09", A DISTANCE OF 229.15 FEET TO A POINT WITH A RADIAL BEARING NORTH 83° 36' 12" EAST;

THENCE CONTINUING ALONG SAID WESTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, SOUTH 40° 46' 46" WEST, A DISTANCE OF 42.04 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103/13-15;

THENCE ALONG SAID NORTHERLY LINE OF SAID PARCEL 7070-31 OF SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, NORTH 49° 16' 18" WEST, A DISTANCE OF 582.60 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 380-080-013-7)

PARCEL "B" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 1, PARCEL 2, AND PARCEL 3 AND PORTIONS OF LOTS "A" AND "B" OF PARCEL MAP 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT "A" AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING 30.00 FEET SOUTHWESTERLY AND PARALLEL TO THE CENTERLINE OF PALOMAR STREET AS SHOWN ON SAID PARCEL MAP NO. 8725;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT "A" AND PARALLEL WITH SAID PALOMAR STREET CENTERLINE, SOUTH 49° 19' 30" EAST, A DISTANCE OF 502.42 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT "A", SAID POINT BEING THE INTERSECTION OF SAID NORTHERLY LINE OF SAID LOT "A" AND THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL 7077-900A OF RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG SAID NORTHWESTERLY LINE OF PARCEL 7077-900A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 24" WEST A DISTANCE OF 573.65 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 52° 52' 36" EAST, A DISTANCE OF 3.00 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 24" WEST A DISTANCE OF 336.24 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 341.00 FEET;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 01' 03", A DISTANCE OF 29.86 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 7077- 1A OF SAID RECORD OF SURVEY 103/13-15 WITH A RADIAL BEARING OF NORTH 57° 53' 39" WEST;

THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, NORTH 53° 06' 05" WEST, A DISTANCE OF 160.45 FEET TO A NON- TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 70.00 FEET AND A RADIAL BEARING OF NORTH 00° 01' 24" WEST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 58' 33", A DISTANCE OF 75.72 FEET TO A REVERSE CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 100.00 FEET AND A RADIAL BEARING OF NORTH 61° 57' 09" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 25' 55", A DISTANCE OF 74.06 FEET;

THENCE NORTH 70° 28' 46" WEST, A DISTANCE OF 35.84 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 47.00 FEET AND A RADIAL BEARING OF NORTH 61° 06' 29" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 35' 15", A DISTANCE OF 34.11 FEET;

THENCE NORTH 52° 34' 35" WEST, A DISTANCE OF 133.89 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT "B" OF SAID PARCEL MAP NO. 8725;

THENCE ALONG SAID NORTHWESTERLY LINE OF SAID LOT "B", NORTH 37° 07' 15" EAST A DISTANCE OF 982.92 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (APN: 380-080-014-8)

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 3 AND PARCEL 4 AND A PORTION OF LOT "A" OF PARCEL MAP 8725 RECORDED IN BOOK 38 PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT "A" AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING 30.00 FEET SOUTHWESTERLY AND PARALLEL TO THE CENTERLINE OF PALOMAR STREET AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE INTERSECTION OF SAID NORTHERLY LINE OF SAID LOT "A" AND THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 4, SOUTH 37° 06' 08" WEST, A DISTANCE OF 825.70 FEET;

THENCE SOUTH 49° 17' 46" EAST, A DISTANCE OF 562.67 FEET;

THENCE SOUTH 37° 05' 22" WEST, A DISTANCE OF 208.73 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE LEAVING SAID SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 36° 34' 13" WEST, A DISTANCE OF 670.00 FEET;

THENCE NORTH 40° 10' 10" WEST, A DISTANCE OF 189.64 FEET;

THENCE NORTH 52° 18' 39" WEST, A DISTANCE OF 568.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 7077-1A AS SHOWN ON RECORD OF SURVEY

FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 7077-1A OF SAID
RECORD OF SURVEY 103/13-15, NORTH 37° 07' 24" EAST, A DISTANCE OF 314.61
FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF PARCEL 7077-1A OF
SAID RECORD OF SURVEY 103/13-15, SOUTH 52° 52' 36" EAST, A DISTANCE OF 3.00
FEET;

THENCE NORTH 37° 07' 24" EAST, A DISTANCE OF 543.13 FEET TO A POINT ON THE
NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725, SAID POINT BEING
THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP
NO. 8725 AND THE PROLONGATION OF THE NORTHEASTERLY LINE OF SAID
PARCEL 7077-1A ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SAID LOT "A" OF
PARCEL MAP NO. 8725, SOUTH 49° 19' 30" EAST, A DISTANCE OF 858.24 FEET TO
THE POINT OF BEGINNING.

PARCEL 4: (APN: 380-080-015-9)

PARCEL "D" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED
BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013
OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 3 AND PARCEL 4 OF PARCEL MAP NO. 8725
RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4 AS SHOWN ON
SAID PARCEL MAP NO. 8725;

THENCE NORTH 49° 16' 18" WEST, A DISTANCE OF 32.96 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 4 OF
PARCEL MAP NO. 8725, SOUTH 37° 14' 26" WEST, A DISTANCE OF 3.02 FEET TO A
POINT ON THE SOUTHWESTERLY LINE OF PARCEL 4, SAID POINT ALSO BEING
THE NORTHEASTERLY CORNER OF PARCEL 7070-31 AS SHOWN ON RECORD OF
SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF
RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 868.97 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH RADIUS OF 1952.82 FEET;

Tract 32078:

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

PARCEL 1: (APN: 380-140-001-1)

THAT PORTION OF LOT 47 IN BLOCK "L" OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED OCTOBER 15, 1885 IN BOOK 4 PAGE 174, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HAND STREET (VACATED) AS SHOWN ON SAID MAP WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY AS SHOWN UPON THE MAP OF PARCEL MAP NO. 13471, RECORDED OCTOBER 3, 1979 IN BOOK 70, PAGE 56 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY;

THENCE NORTH 49° 16' 06" WEST ALONG SAID NORTHEASTERLY LINE 476.67 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO HARRY I. HAGAN, ET UX., RECORDED NOVEMBER 21, 1963 AS INSTRUMENT NO. 123114, IN BOOK 3540, PAGE 202, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID CORNER BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 37° 07' 15" EAST ALONG THE NORTHWESTERLY LINE OF SAID HAGAN PARCEL 1194.90 FEET TO THE SOUTHWESTERLY LINE OF PALOMAR STREET AS SHOWN ON SAID MAP OF ELSINORE; THENCE NORTH 49° 19' 27" WEST ALONG SAID SOUTHWESTERLY LINE OF PALOMAR STREET 179-89 FEET TO THE NORTHEASTERLY CORNER OF THE NORTHWESTERLY 33 FEET OF SAID LOT 47, SAID CORNER BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO WAYNE O. HUTSON, ET UX., RECORDED JANUARY 25, 1957 AS INSTRUMENT NO. 6272, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 37° 07' 10" WEST PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 47 TO THE SAID NORTHEASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN DEED TO ELLSWORTH BRANDENBURG, ET. UX., RECORDED MARCH 23, 1962 AS INSTRUMENT NO. 26774, IN BOOK 3103, PAGE 368 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. THENCE

SOUTH 49° 16' 06" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE 179.88 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: (APN: 380-080-009-4)

THE SOUTHEASTERLY 247.82 FEET TO THE NORTHEASTERLY 824.00 FEET OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174, OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, ALSO THE NORTHWESTERLY 33 FEET OF THE NORTHEASTERLY 824.00 FEET OF LOT 47 OF SAID BLOCK "L".

PARCEL 3: (APN: 380-080-008-3)

THAT PORTION OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA AS SHOWN BY CERTIFICATE OF COMPLIANCE NO. 1366, RECORDED DECEMBER 5, 1980 AS INSTRUMENT NO. 228611 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 280.82 FEET OF THE SOUTHEASTERLY 528.64 FEET OF THE NORTHEASTERLY 824.00 FEET OF LOT 46 IN BLOCK "L" OF RANCHO LA LAGUNA, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

EXHIBIT “B”

FORMS FOR SECURITY

See Bond No. 83BSBHG1495 within the Subdivision Improvement Agreement (SIA) for Tract 25122 (SIA dated December 9, 2015 and recorded as Document No. 2015-0552358).

See Bond No. 83BSBHG1496 within the Subdivision Improvement Agreement (SIA) for Tract 32078 (SIA dated December 9, 2015 and recorded as Document No. 2015-0552360).

EXHIBIT “C”

DOCUMENTATION TO BE PROVIDED TO CITY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist CITY in determining the Construction Costs for a completed DIF Improvement, Developer shall provide the following documents to CITY:

1. Plans, specifications and Developer’s civil engineer’s cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each DIF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by CITY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT “D”

This exhibit is intentionally left blank.

EXHIBIT “E”

DIF CREDIT ESTIMATE

The following represents the estimated DIF credit calculation for Tract Nos. 25122 and 32078 based upon the construction bid provided by AAA Paving Company, dated October 27, 2015. The following estimate is subject to change until the reconciliation process is complete.

Assumptions

	<u># Units</u>	<u>Fee/Unit</u>	<u>Total</u>
DIF (Trails) Obligation	153	\$ 316.00	\$ 48,348.00
Improvement Costs (see attached construction bid)			<u>\$ 192,674.24</u>

Credit

DIF (Trails) Obligation	\$ 48,348.00
Actual Credit (lesser of obligation or improvement costs)	\$ <u>48,348.00</u>

15-10-06

AAA Paving Company

General Engineering Contractors

Estimate

Excavating-Paving
 3330 N. Locust, Rialto, CA 92377-3705
 (909)829-4041 Fax:(909)829-9321
 Lic.No.314624 Bonded-Insured
 DIR # 1000005343
mikef@aaapavingco.com

Project

Quote: 15-10-06MF Revised
Name: Rancho Fortunado Tract Nos.
 25122 & 32078

To: Richmond American Homes

Location: Palomar Street
 City of Wildomar , CA.

Date: October 27 ,2015

PHONE: 949-374-9431

Attention: James Flood

EMAIL: james.flood@dpg.com

Gentlemen: AAA Paving Co. (herein called seller) quotes you the following estimate for furnishing the material and performing the work hereinafter specified, subject to conditions and terms hereinafter set forth. This proposal and notes must be accepted as part of the contract, and so specified, if a special contract form is used.

Description	Quantity	Unit Price	Total
Tract # 32078 Paving and Grading Palomar Street			
101 Subgrade Prep, Balance and Compaction for Street Improvements ± 24" with balance site @ adjacent Tract	30,974 SF	\$0.45	\$13,938.30
108 Subgrade Prep, Balance and Compaction, Behind Curb & Gutter ±.50' with balance site @ adjacent Tract.	15,308 SF	\$0.20	\$3,061.60
2 6" Asphalt Pavement	29,315 SF	\$2.25	\$65,958.75
4 21" CL 2 CMB	29,315 SF	\$1.35	\$39,575.25
109 Remove & Dispose of Existing asphalt.	11,561 SF	\$0.52	\$6,011.72
5 A8 Curb & Gutter Type A-6 Per STD No. 201, Includ Fine Grade and Backfill.	715 LF	\$16.00	\$11,440.00
17 5.5' Sidewalk Per STD N0. 401, Includ Fine Grade and Backfill	3,933 SF	\$3.65	\$14,355.45
14 Sawcut 2' AC Pavement Grind and Overlay .10' Min Thickness	753 LF	\$3.94	\$2,966.82
18 Work Around Existing Power Poles and Slurry After Relocation	4 EA	\$750.00	\$3,000.00
110 Striping Per Approved	1 LS	\$16,847.50	\$16,847.50
103 Traffic Control	1 LS	\$2,500.00	\$2,500.00
104 Mobilization For AC/ AB	1 EA	\$3,000.00	\$3,000.00
105 Mobilization For AC Cap	1 EA	N/A	
106 Mobilization For Curb & Gutter	1 EA	\$3,000.00	\$3,000.00
107 Mobilization For Sidewalk	1 EA	\$3,000.00	\$3,000.00
Subtotal for Tract 32078.....			\$188,655.39
K-Rail In Front of Power Poles.			
1 20' Sticks (Price for 3 Months) Includes Delivery and Pick Up.	17 EA	\$511.50	\$8,695.50
(One Time Purchase Price for K-Rail)	17 EA	\$665.00	\$11,305.00
Options Tract # 32078			
A Add 'L 1" AC	30,974 SF	\$0.32	\$9,911.68
B Deduct 1" AC	30,974 SF	\$0.30	\$9,292.20
C Add' L 1" CMB	30,974 SF	\$0.06	\$1,858.44
D Deduct 1" CMB	30,974 SF	\$0.05	\$1,548.70
E Export Street Grade Dirt ± 1 Mile- No Fees (To be measured in the field)	1,081 CY	\$4.65	\$5,026.65
F Import/ Export Sidewalk, Pkwy,Trail ± 1 mile -No Fees (to be measured in the field)	370 CY	\$4.65	\$1,720.50

Notice: The foregoing estimate does not constitute an offer, unless the formal proposal appearing on the reverse side hereof is signed by a duly authorized representative for seller. The estimate is approximate only, and invoice will be rendered on the basis of actual measurement of work done. If rough grading is done by others, it shall be furnished to us within one-tenth foot, plus or minus, of finished sub-grade elevation.

15-10-06

AAA Paving Company

General Engineering Contractors

Excavating-Paving

3330 N. Locust, Rialto, CA 92377-3705

(909)829-4041 Fax:(909)829-9321

Lic.No.314624 Bonded-Insured

DIR # 1000005343

mikef@aaapavingco.com

Project

Quote: 15-10-06MF

Name: Rancho Fortunado Tract Nos.

25122 & 32078

Estimate

To: Richmond American Homes

Location: Palomar Street
City of Wildomar , CA.

Date: October 27 ,2015

PHONE: 949-374-9431

Attention: James Flood

EMAIL: james.flood@dpfg.com

Gentlemen: AAA Paving Co. (herein called seller) quotes you the following estimate for furnishing the material and performing the work hereinafter specified, subject to conditions and terms hereinafter set forth. This proposal and notes must be accepted as part of the contract, and so specified, if a special contract form is used.

Description	Quantity	Unit Price	Total
Equestrian Trail Tract # 32078			
101 Subgrade Prep, Balance and Compaction for Equestrian Trail ± 3" with balance site @ Adjacent Tract	7,170 SF	\$0.50	\$3,585.00
102 4" Decomposed Granite	6,453 SF	\$1.65	\$10,647.45
103 6 " Wide Concrete Mow Curb	1,434 LF	\$27.36	\$39,234.24
104 3 - Rail Equestrian Fence	717 LF	\$24.31	\$17,430.27
105 Mobilization	1 EA	\$2,500.00	\$2,500.00
	Equestrian Trail Sub Total.....		\$73,396.96
Options Tract # 32078			
A Add' L 1" Decomposed Granite	7,170 SF	\$0.21	\$1,505.70
B Deduct 1" Decomposed Granite	6,453 SF	\$0.18	\$1,161.54
C Export Equestrian Trail Dirt ± 1 Mile- No Fees (to be measured in the field)	66 CY	\$4.65	\$306.90

Estimated time frame for the above mentioned work is four Weeks (20 working Days)

Provisions and Exclusions on Following Page

MF

Notice: The foregoing estimate does not constitute an offer, unless the formal proposal appearing on the reverse side hereof is signed by a duly authorized representative for seller. The estimate is approximate only, and invoice will be rendered on the basis of actual measurement of work done. If rough grading is done by others, it shall be furnished to us within one-tenth foot, plus or minus, of finished sub-grade elevation.

15-10-06

AAA Paving Company

Estimate

General Engineering Contractors
Excavating-Paving
3330 N. Locust, Rialto, CA 92377-3705
(909)829-4041 Fax:(909)829-9321
Lic.No.314624 Bonded-Insured
DIR # 1000005343
mikef@aaapavingco.com

Project

Quote: 15-10-06MF Revised
Name: Rancho Fortunado Tract Nos.
25122 & 32078

To: Richmond American Homes

Location: Palomar Street
City of Wildomar , CA.

Date: October 27 ,2015

PHONE: 949-374-9431

Attention: James Flood

EMAIL: james.flood@dpfg.com

Gentlemen: AAA Paving Co. (herein called seller) quotes you the following estimate for furnishing the material and performing the work hereinafter specified, subject to conditions and terms hereinafter set forth. This proposal and notes must be accepted as part of the contract, and so specified, if a special contract form is used.

Description	Quantity	Unit Price	Total
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PROVISIONS:

- 1 Work to be measured and invoiced upon completion at unit prices listed above.
- 2 Developer and/or owner to provide adequate supply of water from within 1/4 mile of jobsite at no cost to AAA Paving Co.
- 3 Proposal is based on being able to complete job in 1 move-in(s). Additional move-ins at \$2,500.00
- 4 Only items of work specifically listed above are included in this proposal.
- 5 This proposal and notes must be accepted as a part of the contract and so specified, if a special contract form is used.
- 6 Price firm through December 2015 for Concrete March 2016 for Asphalt.
- 7 Project scheduling will depend on material availability.
- 8 SWPP or any related items to be sole responsibility of owner.
- 9 This proposal expires 30 days from issue date.
- 10 **Material increases at time of construction will be at cost to developer.**

EXCLUSIONS:

- 1 Soil sterilant.
- 2 Prime coat.
- 3 Redwood headers.
- 4 Seal coat.
- 5 Adjustment of utilities.
- 6 Rock base under concrete.
- 7 Aeration of wet soils or subgrade.
- 8 Engineering, testing, inspection, permits and cost of same.
- 9 Bonds and costs of same.

Notice: The foregoing estimate does not constitute an offer, unless the formal proposal appearing on the reverse side hereof is signed by a duly authorized representative for seller. The estimate is approximate only, and invoice will be rendered on the basis of actual measurement of work done. If rough grading is done by others, it shall be furnished to us within one-tenth foot, plus or minus, of finished sub-grade elevation.

ATTACHMENT C

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** (“Agreement”) is entered into this ___ day of _____, 20___, by and between the City of Wildomar, a California municipal corporation (“City”) (“AGENCY”), and Richmond American Homes of Maryland, Inc., a Maryland corporation, with its principal place of business at 5171 California Avenue, Suite 120, Irvine, California 92617 (“Developer”). AGENCY and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, Developer owns 41.73 acres of real property located within the AGENCY of Wildomar, California, which is more specifically described in the legal description set forth in Exhibit “A”, attached hereto and incorporated herein by this reference (“Property”);

WHEREAS, Developer has requested from AGENCY-certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as Rancho Fortunado (Tract No. 25122), a residential development planned for 98 single family residential homes (“Project”);

WHEREAS, the AGENCY is a member agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and 17 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee (“TUMF”) Program;

WHEREAS, as part of the TUMF Program, the AGENCY has adopted “Transportation Uniform Mitigation Fee Nexus Study: 2009 Update” (“2009 Nexus Study”)

WHEREAS, as a condition to AGENCY’s approval of the Project, AGENCY has required Developer to construct certain street and transportation system improvement(s) of regional importance (“TUMF Improvements”);

WHEREAS, pursuant to the TUMF Program, the AGENCY requires Developer to pay the TUMF which covers the Developer’s fair share of the costs to deliver those TUMF Improvements that help mitigate the Project’s traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the “TUMF Network”), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2009 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

WHEREAS, AGENCY and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the AGENCY, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and AGENCY hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as constructing 1,455 linear feet of half width right-of-way along Palomar Road from the intersection of Palomar Road and McVicar Street to the intersection of Palomar Road and Delca Lane. This includes a 43-foot wide pavement section, six-foot sidewalk and six-foot parkway. Pavement striping of the full width street to include four lanes (two in each direction) is also proposed, along with a cash bond for future work within Palomar Road to include a raised median and bike lane striping, and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by AGENCY. Approval by AGENCY shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF 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 license issued to Developer.

2.3 Public Works Requirements. In order to insure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, AGENCY, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of AGENCY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of AGENCY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with AGENCY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which AGENCY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to AGENCY, at such intervals and in such form as AGENCY may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with AGENCY, 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, constructing the TUMF Improvements 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 TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by AGENCY. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. AGENCY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until AGENCY approves and accepts them. AGENCY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to AGENCY's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by AGENCY, and until the security for the performance of this Agreement is released. 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 AGENCY. If Developer fails to properly prosecute its maintenance obligation under this section, AGENCY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. AGENCY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by AGENCY.

5.0 AGENCY Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by AGENCY of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to AGENCY such evidence or proof as AGENCY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to AGENCY a title insurance policy or other security acceptable to AGENCY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by AGENCY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, AGENCY shall be authorized to accept the TUMF Improvements. AGENCY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by AGENCY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of AGENCY without any payment therefore. Notwithstanding the foregoing, AGENCY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the AGENCY for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by AGENCY (“Warranty”). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of AGENCY, and to the approval of AGENCY. 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 TUMF 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 AGENCY’s acceptance of the repaired, replaced, or reconstructed TUMF 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 TUMF 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.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to AGENCY 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.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if AGENCY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, AGENCY 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 (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, AGENCY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon AGENCY’s issuance of the Notice, Developer and its surety shall be liable to AGENCY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; AGENCY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY 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. AGENCY's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of AGENCY's demand for performance. In the event AGENCY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, AGENCY may require all work by Developer or its surety to cease in order to allow adequate coordination by AGENCY.

10.3 Other Remedies. No action by AGENCY pursuant to this Section 10.0 et seq. of this Agreement shall prohibit AGENCY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. AGENCY may exercise its rights and remedies independently or cumulatively, and AGENCY may pursue inconsistent remedies. AGENCY may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide AGENCY with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by AGENCY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If AGENCY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by AGENCY. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than ten (10%) 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.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its

contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this section may be released by written authorization of AGENCY after six (6) months from the date AGENCY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which AGENCY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of AGENCY's anticipated administrative and legal expenses arising out of such claims.

11.3Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to AGENCY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by AGENCY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the AGENCY, and when such forms are completed to the satisfaction of AGENCY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, its elected officials, 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 agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to AGENCY's approval and acceptance of the TUMF Improvements ("Claims"). 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 AGENCY, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, its elected officials, employees, or agents.

13.0Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below (“Required Insurance”). 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.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers’ Compensation. 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 One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

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

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers’ compensation insurance, shall name AGENCY, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, its elected

officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY in connection with any damage or harm covered by such policy.

13.5Certificates; Verification. Developer and its contractors shall furnish AGENCY 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 AGENCY before work pursuant to this Agreement can begin. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6Term; 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 thirty (30) days' prior written notice to AGENCY.

13.7Insurer Rating. Unless approved in writing by AGENCY, 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" and FSC-VIII.

14.0TUMF Credit.

14.1Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to AGENCY pursuant to Ordinance 244 as part of the TUMF Program is Eight Hundred Sixty-Nine Thousand Five Hundred Fifty-Four Dollars (\$869,554) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the nexus study and fee schedule in effect for the AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of Ordinance 244.

14.3Credit Offset Against TUMF Obligation. Pursuant to Ordinance 244 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Estimated credits for eligible improvements are identified on Exhibit "H". Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement.

Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the 2009 Nexus Study and the TUMF Administrative Plan adopted by WRCOG (“Unit Cost Assumptions”).

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as “Estimated Credit”. At no time will the Credit exceed the Developer’s TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(1)For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

(2)For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.4Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by AGENCY, Developer shall submit to the AGENCY Public Works Director the information set forth in the attached Exhibit “C”. The AGENCY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement (“Verified Costs”). The AGENCY Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

14.5Reconciliation; Final Credit Offset Against TUMF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual

amount of Credit that shall be applied by AGENCY to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement (“Actual Credit”). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer’s estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the AGENCY Public Works Director shall provide written notice to Developer of the amount of the difference owed (“TUMF Balance”) and Developer shall pay the TUMF Balance in accordance with Ordinance 244 to fully satisfy the TUMF Obligation (see Exhibit “F” - Example “A”).

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section (see Exhibit “F” - Example “B”).

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation (“TUMF Overpayment”), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY’s Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with Ordinance 244 (see Exhibit “F” - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, Ordinance 244, and the TUMF Administrative Plan adopted by WRCOG (“Reimbursement Agreement”). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit “D,” and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to AGENCY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with AGENCY in a form reasonably acceptable to AGENCY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between AGENCY and Developer. Developer's contractors 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 AGENCY.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, AGENCY shall have the right to rescind this Agreement without liability.

15.5 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:

To AGENCY: CITY OF WILDOMAR
Attn: Daniel York
Assistant City Manager, Public Works Director/City Engineer
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Fax No. (951)698-1463

To Developer: Richmond American Homes of Maryland, Inc.
Attn: Sondra Harris
Vice President of Planning
5171 California Avenue, Suite 120
Irvine, CA 92617

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; 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.

15.6 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.

15.7 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 contractors of Developer, except as otherwise specified in this Agreement. All references to AGENCY 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.

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

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.10 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.

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

15.12 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.

15.13 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.

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.16 Entire Agreement. This Agreement contains the entire agreement between AGENCY and Developer and supersedes any prior oral or written statements or agreements between AGENCY and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

Richmond American Homes of Maryland, Inc., a Maryland corporation

By: Sondra Harris

Its: Vice President of Planning

ATTEST:

By: _____

Its: _____

City of Wildomar:

By: Gary Nordquist

Its: City Manager

ATTEST:

By: Debbie Lee

Its: City Clerk

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

Refer to Final Tract Map No. 25122 for legal description of property.

[FINAL TRACT MAP NO. 25122 ATTACHED BEHIND THIS PAGE]

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

TRACT MAP NO. 25122

BEING A SUBDIVISION OF ALL OF LOT B AND A PORTION OF LOT A AND THOSE PORTIONS OF PARCELS 1 THROUGH 4 INCLUSIVE, OF PARCEL MAP NO. 8725, BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SHOWN AS PARCELS A, B, C AND D OF LOT LINE ADJUSTMENT NO. 4497 RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013, OFFICIAL RECORDS OF SAID COUNTY. ALSO, BEING WITHIN RANCHO LA LAGUNA.

RICK ENGINEERING COMPANY

NOVEMBER 2015

OWNER'S STATEMENT

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

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

AS A CONDITION OF DEDICATION OF LOT "A" AND LOT "B" (PALOMAR STREET), THE OWNERS OF LOT 101 AND LOT 106, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ALSO EXCEPTING ONE TWENTY FOOT (20') ACCESS OPENING FOR LOT 106, AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTERS' RIGHTS OF ACCESS ALONG MOVICAR STREET. THE OWNER OF LOT 101 ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ALSO, EXCEPTING ONE TWENTY FOOT (20') EMERGENCY ACCESS OPENING FOR LOT 101, AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "N". THE DEDICATION IS FOR (1) ONE-FOOT BARRIER STRIP FOR ROAD AND ACCESS CONTROL.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE AND ACCESS EASEMENTS OVER ALL OF LOT 103, LOT 107, LOT 109 AND LOT 110 AS SHOWN HEREON. THE DEDICATION IS FOR FLOOD CONTROL AND DRAINAGE PURPOSES, INCLUDING INGRESS AND EGRESS, FOR CONSTRUCTION, INSPECTION, AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS WITHIN LOTS 100, 104, 105 AND 109 AS SHOWN HEREON. THE DEDICATION IS FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: INGRESS AND EGRESS EASEMENT OVER ALL OF LOT 109 AND LOT 110 AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: SLOPE EASEMENT WITHIN LOT 103 AS SHOWN HEREON. THE DEDICATION IS FOR LANDSCAPE AND MAINTENANCE PURPOSES.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EMERGENCY ACCESS OPENING WITHIN LOT 99 AND 101, 20' WIDE AS SHOWN HEREON. THE DEDICATION IS FOR EMERGENCY ACCESS OPENING.

WE HEREBY RETAIN LOTS 99, 101, 102, 103, 106, 107, 108, 109 AND 110 INDICATED AS "OPEN SPACE" FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE ALSO HEREBY RETAIN LOTS 100, 104 AND 105 INDICATED AS "CLEAN WATER BASIN" FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION

BY: [Signature]
NAME: Sondra Harris

TITLE: VP

BY: _____
NAME: _____

TITLE: _____

NOTICE OF DRAINAGE FEES

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

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

ABANDONMENT OF PUBLIC STREETS AND PUBLIC EASEMENTS

PURSUANT TO SECTIONS 66434 AND 66499, 20 1/2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF A PORTION OF THE FOLLOWING:

LOT B AND A PORTION OF LOT A AS DEDICATED TO THE PUBLIC PER PARCEL MAP NO. 8725, FILED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS.

SIGNATURE OMISSIONS

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

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY PER BOOK 701, PAGE 272, OF DEEDS RECORDED DECEMBER 29, 1926.

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY PER BOOK 280, PAGE 591, OFFICIAL RECORDS, RECORDED JUNE 1, 1936.

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY PER BOOK 281, PAGE 451, OFFICIAL RECORDS, RECORDED JUNE 1, 1936.

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 837, PAGE 61, OFFICIAL RECORDS, RECORDED MAY 19, 1947.

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 1541 PAGE 161, OFFICIAL RECORDS, RECORDED JANUARY 7, 1954

SOILS REPORT

A PRELIMINARY SOILS REPORT WAS PREPARED BY PETRA GEOTECHNICAL INC. ON APRIL 19, 2004, AS REQUIRED BY THE HEALTH AND SAFETY CODE.

TAX BOND CERTIFICATE

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

DATE: _____, 2015

CASH OR SURETY BOND

DON KENT
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____. THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED.
DATE: DECEMBER 23, 2015.

DON KENT
COUNTY TAX COLLECTOR

BY: [Signature] DEPUTY

CITY CLERK CERTIFICATE

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

WE ALSO HEREBY ACCEPT THE (1) ONE-FOOT BARRIER STRIP LOT N FOR ROAD AND ACCESS CONTROL.

WE ALSO HEREBY ACCEPT DRAINAGE AND ACCESS EASEMENTS OVER ALL OF LOT 103, LOT 107, LOT 109 AND LOT 110 FOR FLOOD CONTROL AND DRAINAGE PURPOSES, INCLUDING INGRESS AND EGRESS, FOR CONSTRUCTION, INSPECTION, AND MAINTENANCE OF DRAINAGE FACILITIES. SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

WE ALSO HEREBY ACCEPT THE DRAINAGE EASEMENTS WITHIN LOTS 100, 104, 105 AND 109 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

WE ALSO HEREBY ACCEPT THE EASEMENT FOR INGRESS AND EGRESS OVER ALL OF LOT 109 AND LOT 110.

WE ALSO HEREBY ACCEPT THE SLOPE EASEMENT FOR LANDSCAPE AND MAINTENANCE PURPOSES WITHIN LOT 103, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

I ALSO HEREBY STATE THAT THE APPROVAL OF SUBJECT MAP IS PURSUANT TO THE PROVISIONS OF SECTION 66436(1)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED: 12/10/15.

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

RECORDER'S STATEMENT

FILED THIS 28th DAY OF DECEMBER, 2015, AT 2:04 P.M. IN BOOK 448 OF MAPS, AT PAGES 64-72, AT THE REQUEST OF THE CLERK OF THE BOARD.

NO. 2015-0558162

FEE: \$ 26.00

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: [Signature], DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CV COMMUNITIES, LLC ON JANUARY 25, 2005. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETED AS SHOWN.

DATED: 11/12/15 2015

[Signature]
ROBERT A. STOCKTON R.C.E. 33591



CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT 25122 AS FILED, AMENDED AND APPROVED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON JANUARY 29, 2012, AND AS AMENDED BY THE MINOR CHANGE APPROVED BY THE CITY OF WILDOMAR CITY COUNCIL ON MARCH 12, 2014, THE EXPIRATION DATE BEING JANUARY 30, 2017.

DATED: DEC. 9 2015

[Signature]
DANIEL A. YORK, CITY ENGINEER
R.C.E. 43212, EXPIRES 3-31-2016



CITY SURVEYOR'S STATEMENT

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

DATED: DEC 9 2015

[Signature]
DANIEL A. YORK, CITY SURVEYOR
L.S. 7962, EXPIRES 3-31-2016



448
65

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

TRACT MAP NO. 25122

BEING A SUBDIVISION OF ALL OF LOT B AND A PORTION OF LOT A AND THOSE PORTIONS OF PARCELS 1 THROUGH 4 INCLUSIVE, OF PARCEL MAP NO. 8725, BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SHOWN AS PARCELS A, B, C AND D OF LOT LINE ADJUSTMENT NO. 4497 RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013, OFFICIAL RECORDS OF SAID COUNTY. ALSO, BEING WITHIN RANCHO LA LAGUNA.

RICK ENGINEERING COMPANY

NOVEMBER 2015

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF ORANGE

ON 11/16/15 BEFORE ME, RHONDA HARPER, A
NOTARY PUBLIC PERSONALLY APPEARED
SONORA HARRIS

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND,

SIGNATURE [Signature]

NAME: RHONDA HARPER
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: Orange

COMMISSION EXPIRES: MAY 30th, 2016

COMMISSION NO. OF NOTARY: 1976900

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
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 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,

SIGNATURE _____

NAME: _____
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION NO. OF NOTARY: _____

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
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 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,

SIGNATURE _____

NAME: _____
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION NO. OF NOTARY: _____

442/66

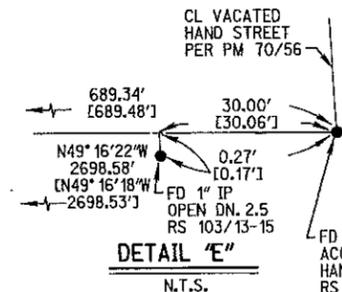
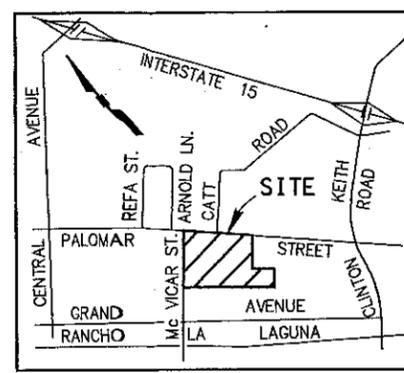
TRACT MAP NO. 25122

BEING A SUBDIVISION OF ALL OF LOT B AND A PORTION OF LOT A AND THOSE PORTIONS OF PARCELS 1 THROUGH 4 INCLUSIVE, OF PARCEL MAP NO. 8725, BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SHOWN AS PARCELS A, B, C AND D OF LOT LINE ADJUSTMENT NO. 4497, RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013, OFFICIAL RECORDS OF SAID COUNTY. ALSO, BEING WITHIN RANCHO LA LAGUNA.

RICK ENGINEERING COMPANY

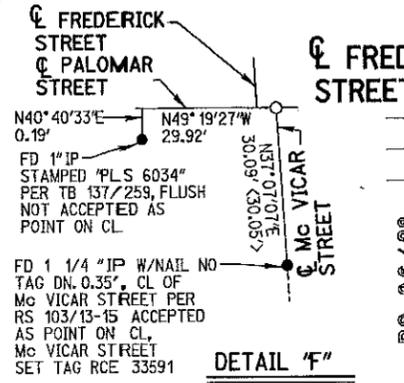
NOVEMBER 2015

No.	DELTA	RADIUS	LENGTH
C1	43°31'57"	341.00'	259.09'
	43°31'12"	341.00'	259.01'
	43°31'12"	341.00'	259.01'
C2	2°09'21"	1952.82'	73.48'
	2°09'05"	1952.82'	73.33'
	2°09'05"	1952.82'	73.33'
C3	55°55'28"	259.00'	252.80'
	55°56'41"	259.00'	252.89'
	55°56'41"	259.00'	252.89'

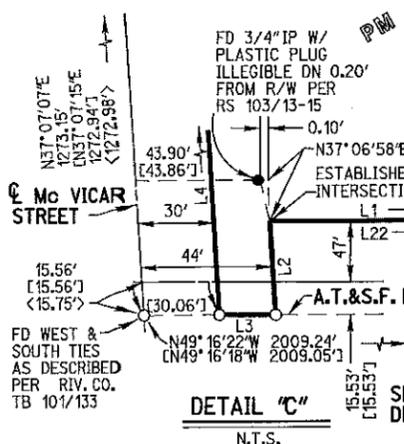


SEARCHED NOTHING FOUND ESTABLISHED BY INTERSECTION OF LINE FROM CLINTON KEITH RD. TO CATT RD., AND THE LINE FROM A.T.&S.F. RR CL INTERSECTION WITH Mc VICAR ST. TO THE MONUMENT FOUND 30.09' SW OF PALOMAR ST.

TRACT MAP 30304 MB 338/55-58
TRACT MAP 29029 MB 336/67-71



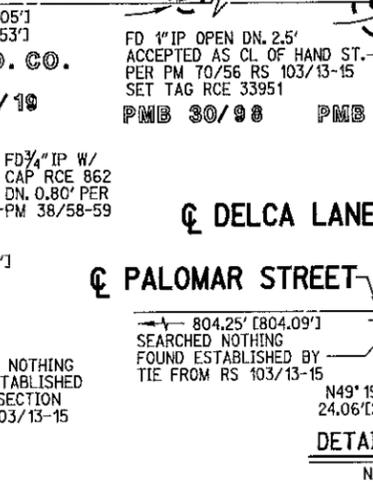
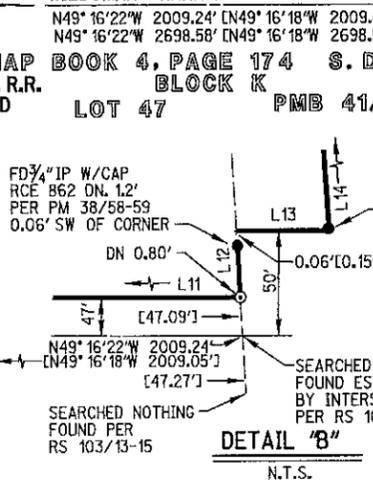
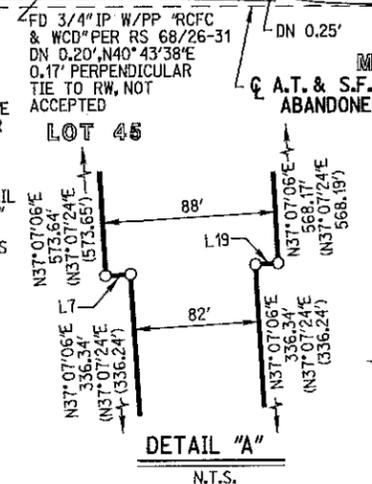
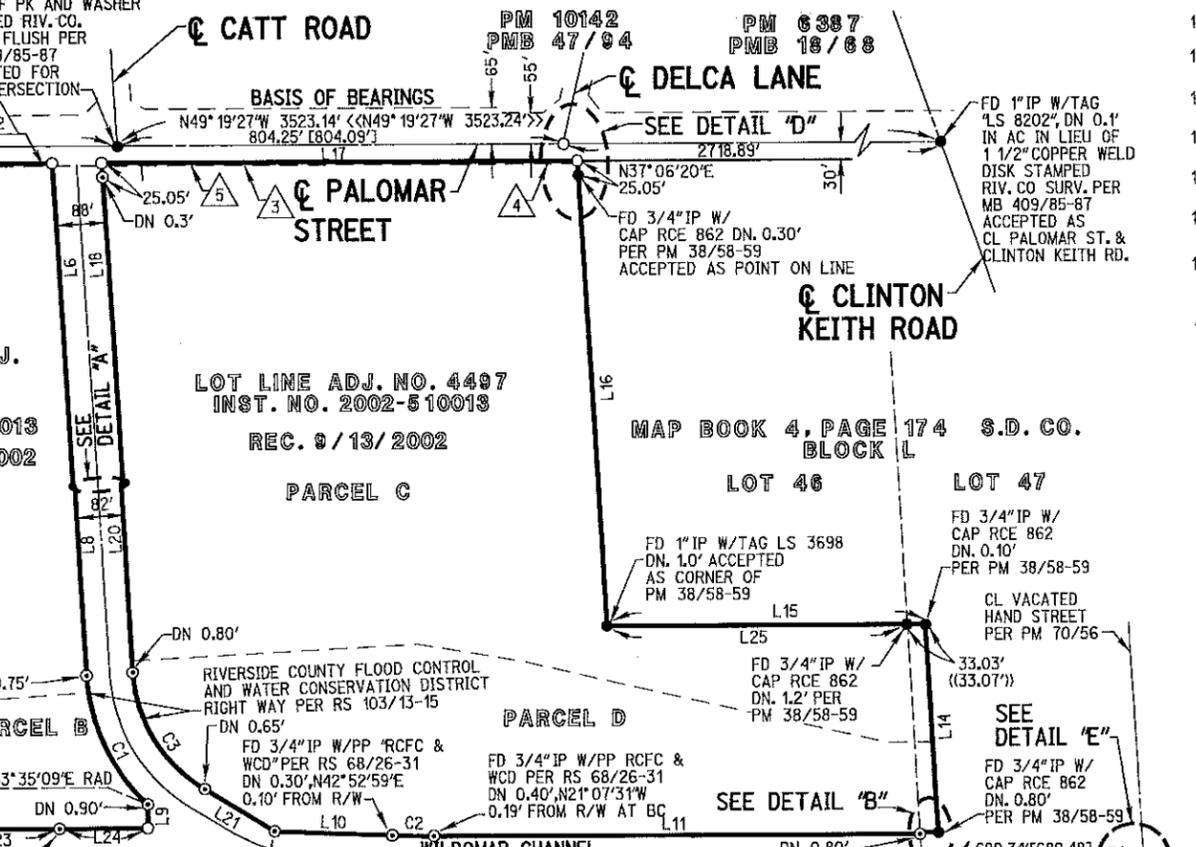
SEARCHED NOTHING FOUND ESTABLISHED BY INTERSECTION OF LINE FROM CLINTON KEITH RD. TO CATT RD., AND THE LINE FROM A.T.&S.F. RR CL INTERSECTION WITH Mc VICAR ST. TO THE MONUMENT FOUND 30.09' SW OF PALOMAR ST.



SEARCHED NOTHING FOUND ESTABLISHED BY INTERSECTION OF LINE FROM CLINTON KEITH RD. TO CATT RD., AND THE LINE FROM A.T.&S.F. RR CL INTERSECTION WITH Mc VICAR ST. TO THE MONUMENT FOUND 30.09' SW OF PALOMAR ST.

No.	DIRECTION	DISTANCE	RECORD
L1	N 49° 16' 22" W	582.77'	(N49° 16' 18" W 582.60')
L2	N 37° 07' 07" E	62.65'	(N37° 07' 15" E 62.65')
L3	N 49° 16' 22" W	14.03'	(N49° 16' 18" W 14.03')
L4	N 37° 07' 07" E	1243.11'	(N37° 07' 15" E 1242.92')
L5	N 49° 19' 27" W	502.48'	(N49° 19' 30" W 502.42')
L6	N 37° 07' 06" E	573.64'	(N37° 07' 24" E 573.65')
L7	N 52° 52' 54" W	3.00'	(N52° 52' 36" W 3.00')
L8	N 37° 07' 06" E	336.34'	(N37° 07' 24" E 336.23')
L9	N 40° 46' 42" E	42.09'	(N40° 46' 46" E 42.04')
L10	N 47° 07' 01" W	213.12'	(N47° 07' 13" W 213.28')
L11	N 49° 16' 22" W	868.97'	(N49° 16' 18" W 868.97')
L12	N 37° 13' 44" E	3.01'	(N37° 14' 26" E 3.01')
L13	N 49° 16' 22" W	32.92'	(N49° 16' 18" W 32.96')
L14	N 37° 05' 43" E	368.96'	(N37° 05' 48" E 369.10')
L15	N 49° 18' 15" W	562.73'	(N49° 19' 27" W 562.74')
L16	N 37° 06' 20" E	825.68'	(N37° 05' 48" E 825.61')
L17	N 49° 19' 27" W	858.37'	(N49° 19' 30" W 858.24')
L18	N 37° 07' 06" E	568.17'	(N37° 07' 24" E 568.19')
L19	N 52° 52' 54" W	3.00'	(N52° 52' 36" W 3.00')
L20	N 37° 07' 06" E	336.34'	(N37° 07' 24" E 336.23')
L21	N 18° 48' 22" W	147.80'	(N18° 49' 17" W 147.60')
L22	N 49° 16' 22" W	205.95'	
L23	N 49° 16' 22" W	219.86'	
L24	N 49° 16' 22" W	156.96'	
L25	N 49° 18' 15" W	529.70'	(N49° 19' 27" W 529.67')

SEARCHED NOTHING FOUND ESTABLISHED BY INTERSECTION OF LINE FROM CLINTON KEITH RD. TO CATT RD., AND THE LINE FROM A.T.&S.F. RR CL INTERSECTION WITH Mc VICAR ST. TO THE MONUMENT FOUND 30.09' SW OF PALOMAR ST.

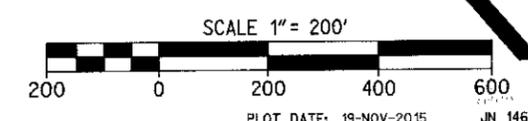


- ### ENGINEER'S NOTES
- THE BASIS OF BEARING FOR THIS SURVEY IS THE CENTERLINE OF PALOMAR STREET PER TR 30939 M.B. 409/85-87, SHOWN AS N49° 19' 27" W. FROM CLINTON KEITH RD TO CATT RD.
 - INDICATES FD MONUMENT AS NOTED.
 - ⊙ INDICATES FD 3/4" IP W/PP RCFC & WCD PER RS 68/26-31 AND RS 103/13-15 UNLESS OTHERWISE NOTED.
 - INDICATES SET 1" IRON PIPE TAGGED R.C.E. 33591, FLUSH.
 - ALL MONUMENTS SET ARE PER RIVERSIDE COUNTY ORDINANCE 461.9.
 - THIS TRACT CONTAINS 41.73 ACRES GROSS.
 - DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDING AND OBSTRUCTIONS.
 - ALL MONUMENTS SHOWN SET SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP.
 - THIS TRACT CONTAINS 98 RESIDENTIAL LOTS.
 - INDICATES SUBDIVISION BOUNDARY.
 - RAD ----- INDICATES RADIAL BEARING.
 - () ----- INDICATES RECORD PER LLA NO. 4497 INST. 2002-510013 9/13/2002
 - (()) ----- INDICATES RECORD PER PARCEL MAP 8725, PMB 38/58-59
 - [] ----- INDICATES RECORD PER RECORD OF SURVEY 103/13-15
 - [] ----- INDICATES RECORD PER PARCEL MAP 13471 PMB 70/56
 - < > ----- INDICATES RECORD PER RECORD OF SURVEY 68/26-31
 - << >> ----- INDICATES RECORD PER TRACT 30939 MB 409/85-87
 - A LEAD AND DISC STAMPED R.C.E. 33591, SET FLUSH, (RIV. CO. STD. "E"), IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES.
 - A 1" IRON PIPE WITH TAG R.C.E. 33591, SET FLUSH (RIV. CO. STD. "A") AT ALL REAR LOT CORNERS AND ANGLE POINTS IN LOT LINES UNLESS OTHERWISE INDICATED.
 - ////// ----- INDICATES RESTRICTED ACCESS.
 - C.C. & R 's RECORDED 12/18/2015 PER INST. # 2015-0558181
 - CENTERLINE TIE SHEETS TO BE PREPARED AND FILED WITH THE CITY OF WILDOMAR 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS.

- ### EASEMENT NOTES:
- AN EASEMENT TO SOUTHERN SIERRAS POWER COMPANY PER BOOK 701/272 OF DEEDS, REC. DEC. 29, 1926.
 - AN EASEMENT TO SOUTHERN SIERRAS POWER COMPANY PER BOOK 280/591 O.R., REC. JUNE 1, 1936.
 - AN EASEMENT TO SOUTHERN SIERRAS POWER COMPANY PER BOOK 281/451 O.R., REC. JUNE 1, 1936.
 - AN EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 837/61 O.R., REC. MAY 19, 1947.
 - AN EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 1541/161 O.R., REC. JAN 7, 1954

ENVIRONMENTAL CONSTRAINT NOTE

THE ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF WILDOMAR IN ECS BOOK 2015 PAGE 2. THIS AFFECTS ALL PARCEL NO.'S.



448/67

CITY

SHEET 4 OF 9 SHEETS

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

TRACT MAP NO. 25122

BEING A SUBDIVISION OF ALL OF LOT B AND A PORTION OF LOT A AND THOSE PORTIONS OF PARCELS 1 THROUGH 4 INCLUSIVE, OF PARCEL MAP NO. 8725, BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SHOWN AS PARCELS A, B, C AND D OF LOT LINE ADJUSTMENT NO. 4497 RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013, OFFICIAL RECORDS OF SAID COUNTY. ALSO, BEING WITHIN RANCHO LA LAGUNA.

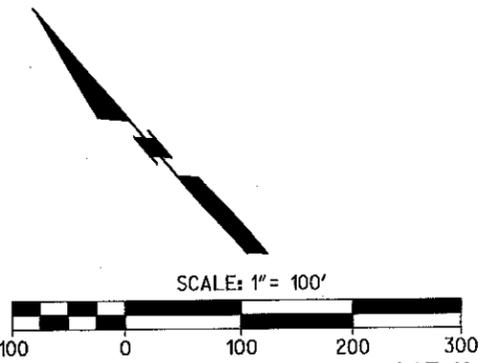
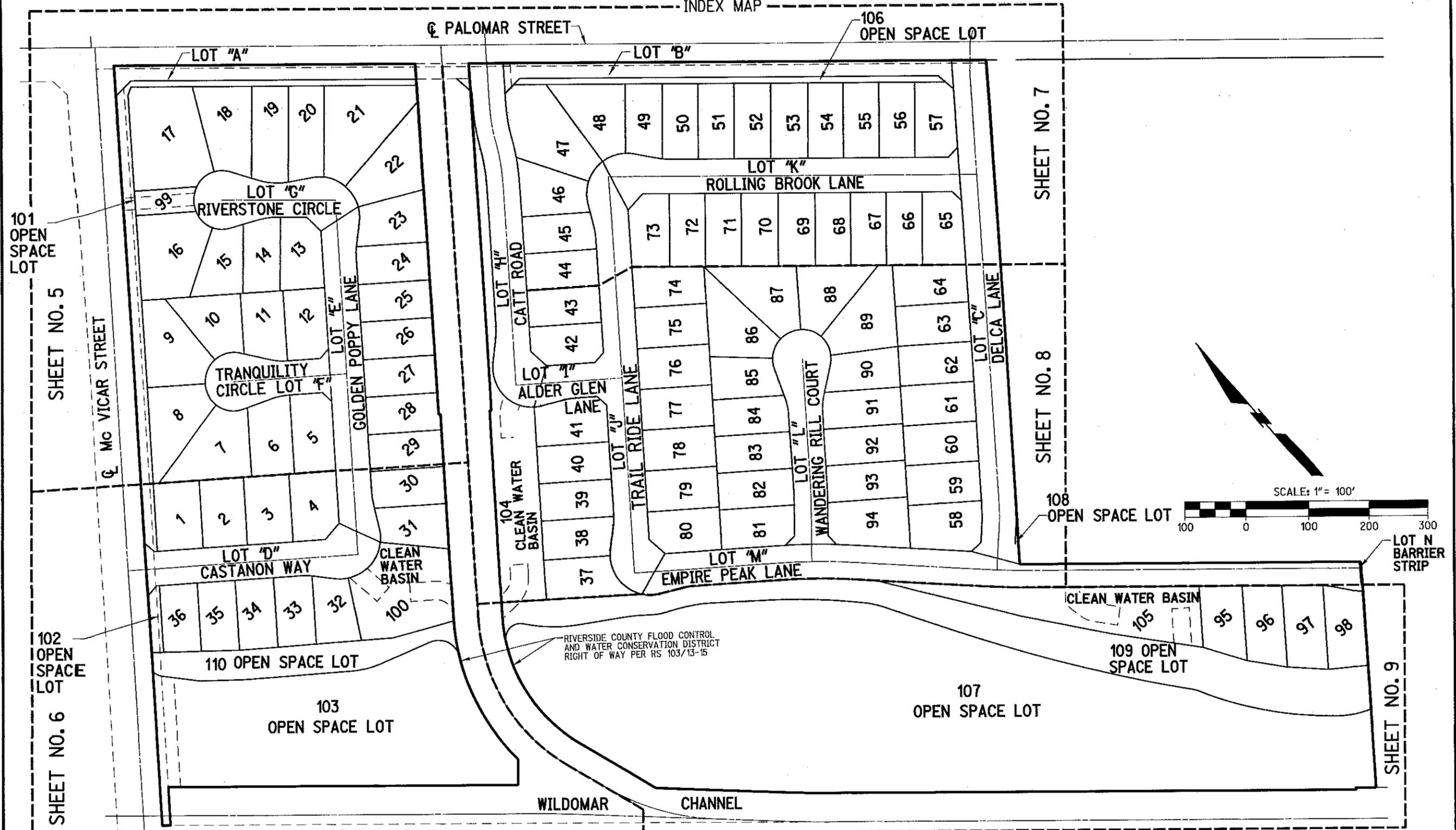
RICK ENGINEERING COMPANY

NOVEMBER 2015

NOTES

1. SEE SHEET 3 FOR ENGINEER'S NOTES.
2. SEE SHEET 3 FOR EASEMENT NOTES.
3. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS, OR ENCRACHMENTS BY LANDFILLS.

INDEX MAP



101 OPEN SPACE LOT

SHEET NO. 5

Mc VICAR STREET

LOT "A"

LOT "G" RIVERSTONE CIRCLE

LOT "F" TRANQUILITY CIRCLE

LOT "E" GOLDEN POPPY LANE

LOT "D" CASTANON WAY

CLEAN WATER BASIN

110 OPEN SPACE LOT

103 OPEN SPACE LOT

Palomar STREET

LOT "B"

106 OPEN SPACE LOT

LOT "H" CATT ROAD

LOT "I" ALDER GLEN LANE

LOT "J" TRAIL RIDE LANE

104 CLEAN WATER BASIN

LOT "M" EMPIRE PEAK LANE

LOT "K" ROLLING BROOK LANE

LOT "L" WANDERING RILL COURT

LOT "C" DELCA LANE

SHEET NO. 7

SHEET NO. 8

108 OPEN SPACE LOT

102 OPEN SPACE LOT

SHEET NO. 6

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RIGHT OF WAY PER RS 103/13-15

CLEAN WATER BASIN

109 OPEN SPACE LOT

107 OPEN SPACE LOT

LOT N BARRIER STRIP

SHEET NO. 9

WILDOMAR CHANNEL

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CITY

SHEET 6 OF 9 SHEETS

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

TRACT MAP NO. 25122

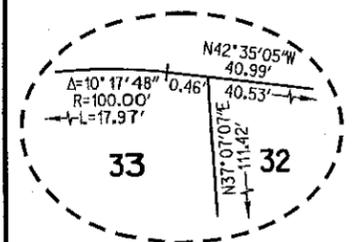
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RICK ENGINEERING COMPANY

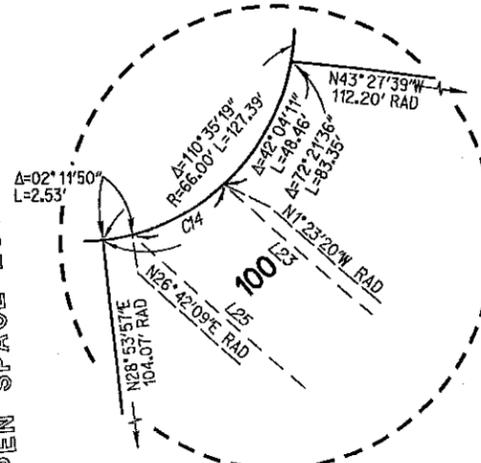
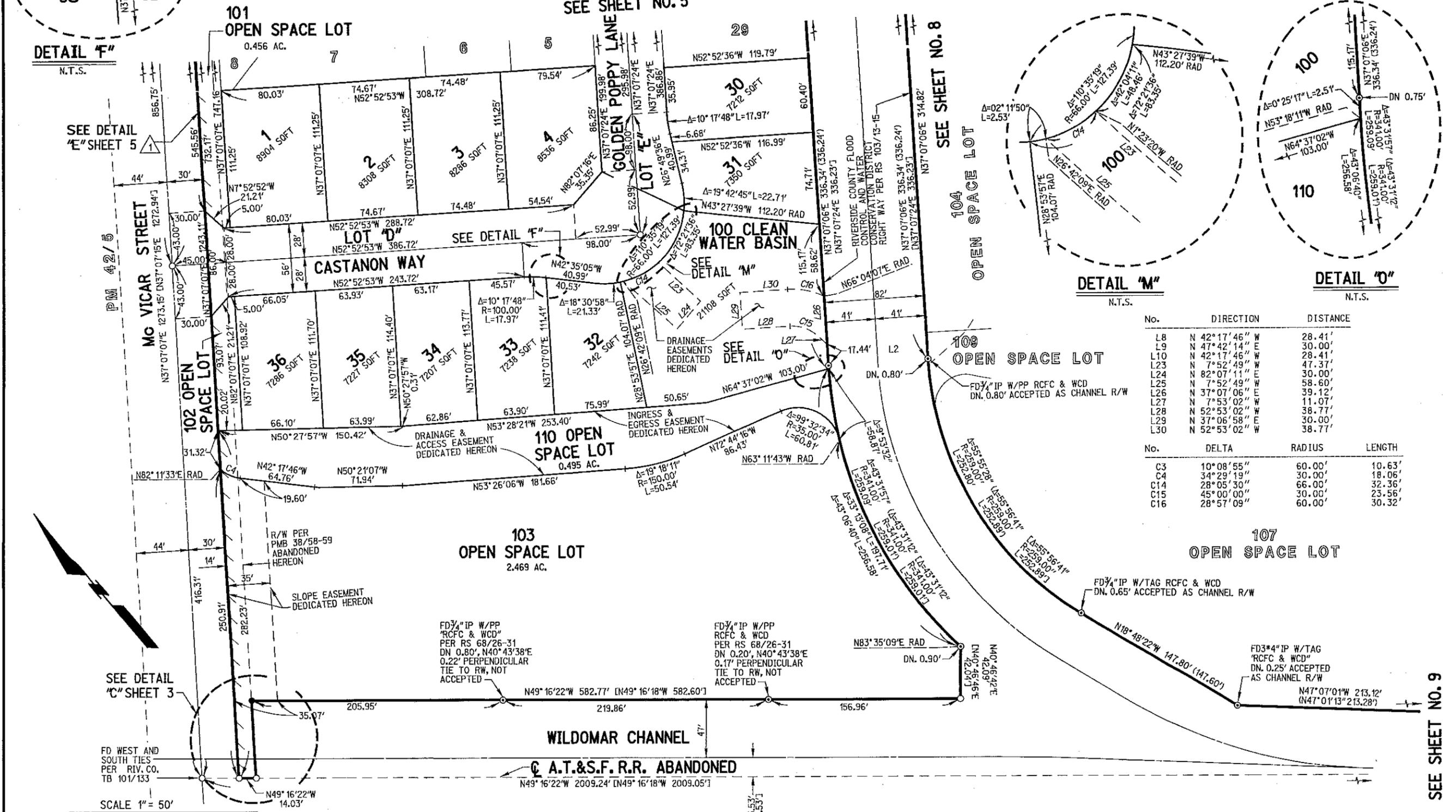
NOVEMBER 2015

NOTES

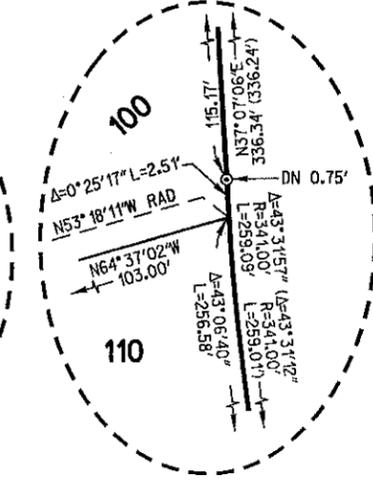
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4. SEE SHEET 4 FOR INDEX MAP.



DETAIL "F"
N.T.S.



DETAIL "M"
N.T.S.

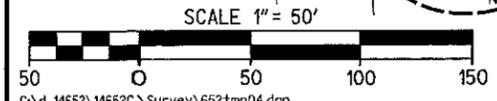


DETAIL "O"
N.T.S.

No.	DIRECTION	DISTANCE
L8	N 42° 17' 46" W	28.41'
L9	N 47° 42' 14" E	30.00'
L10	N 42° 17' 46" W	28.41'
L23	N 7° 52' 49" W	47.37'
L24	N 82° 07' 11" E	30.00'
L25	N 7° 52' 49" W	58.60'
L26	N 37° 07' 06" E	39.12'
L27	N 7° 53' 02" W	11.07'
L28	N 52° 53' 02" W	38.77'
L29	N 37° 06' 58" E	30.00'
L30	N 52° 53' 02" W	38.77'

No.	DELTA	RADIUS	LENGTH
C3	10° 08' 55"	60.00'	10.63'
C4	34° 29' 19"	30.00'	18.06'
C14	28° 05' 30"	66.00'	32.36'
C15	45° 00' 00"	30.00'	23.56'
C16	28° 57' 09"	60.00'	30.32'

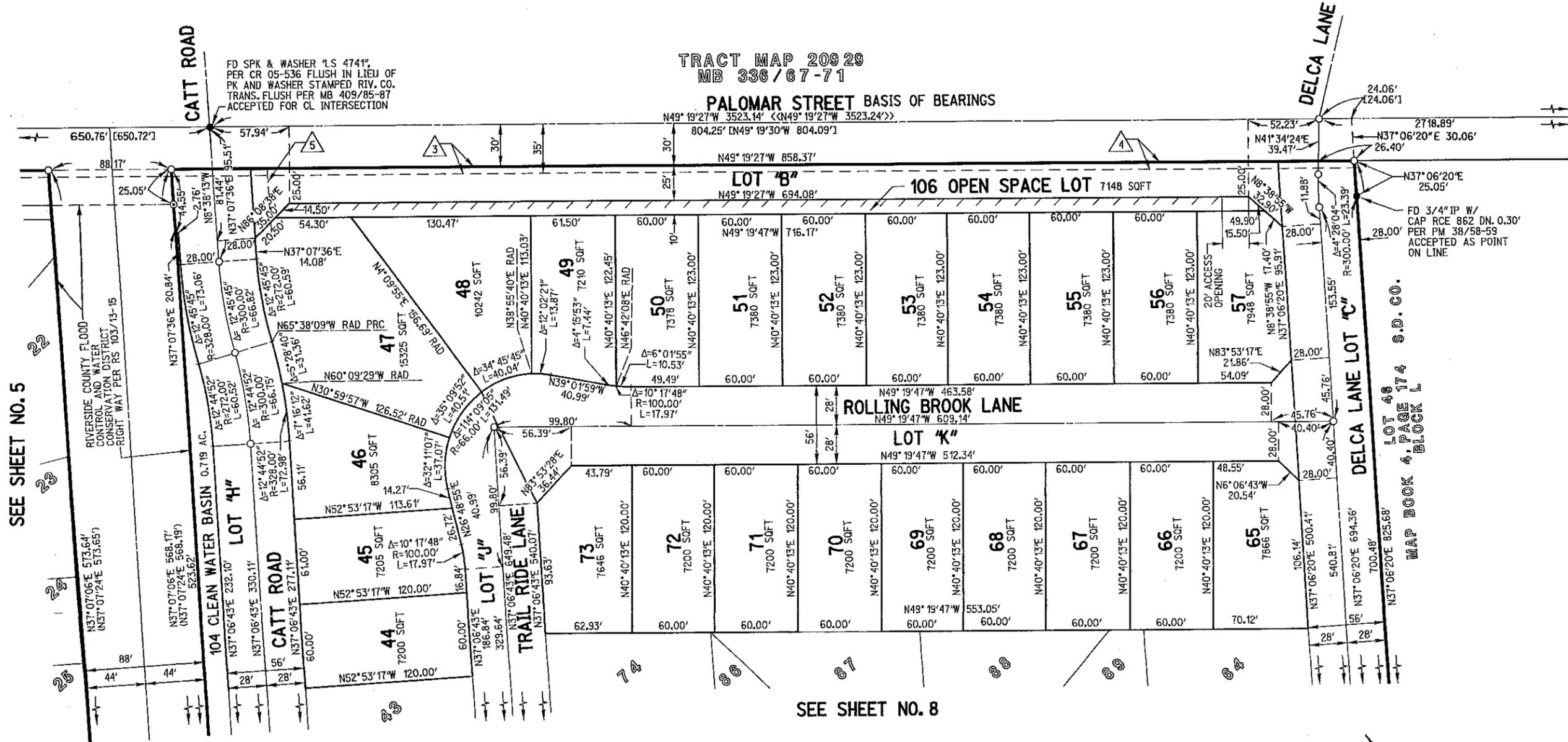
SEE SHEET NO. 9



IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 25122

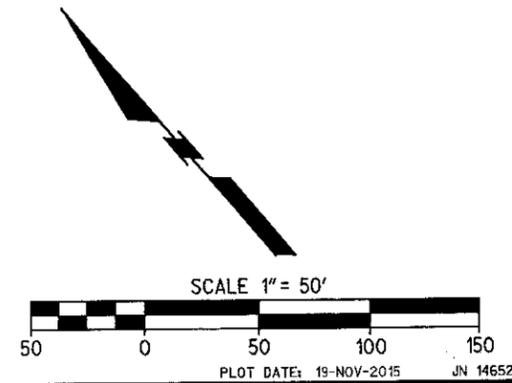
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RICK ENGINEERING COMPANY NOVEMBER 2015

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SEE SHEET NO. 5

SEE SHEET NO. 8



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CITY

SHEET 8 OF 9 SHEETS

TRACT MAP NO. 25122

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RICK ENGINEERING COMPANY

NOVEMBER 2015

NOTES

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3. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS.
4. SEE SHEET 4 FOR INDEX MAP.

No.	DIRECTION	DISTANCE
L1	N 89°28'24" E	32.27'
L2	N 37°07'06" E	33.08'
L3	N 89°28'24" E	9.19'
L4	N 37°06'58" E	19.33'
L5	N 52°53'02" W	30.00'
L6	N 37°06'58" E	19.33'
L11	N 37°07'24" E	33.67'
L12	N 52°52'36" W	30.00'
L13	N 37°07'24" E	33.67'

No.	DELTA	RADIUS	LENGTH
C1	52°21'26"	30.00'	27.41'
C2	52°21'26"	60.00'	54.83'
C5	33°07'36"	31.50'	18.21'
C6	26°16'26"	66.00'	30.21'
C7	33°25'06"	61.50'	35.87'
C8	100°17'48"	66.00'	115.53'
C9	43°25'27"	60.00'	45.47'
C20	3°59'22"	1005.00'	69.98'

SEE SHEET NO. 7

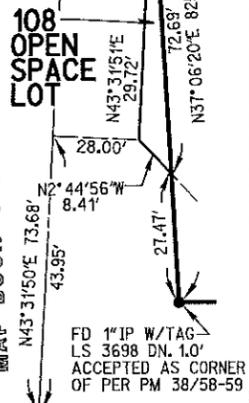
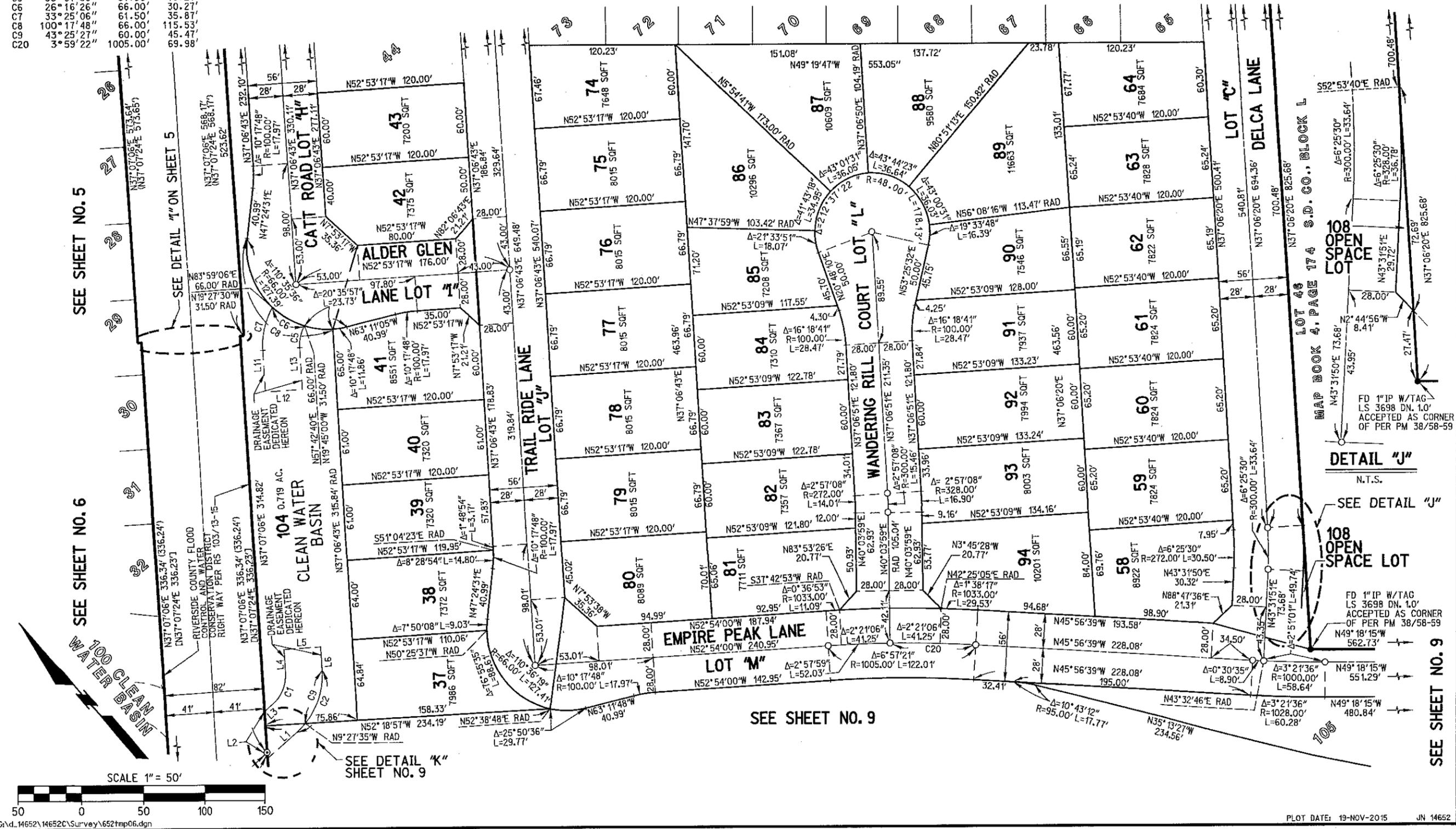
SEE SHEET NO. 5

SEE DETAIL "I" ON SHEET 5

SEE SHEET NO. 6

SEE SHEET NO. 9

SEE SHEET NO. 9



DETAIL "J"
N.T.S.



SEE DETAIL "J"

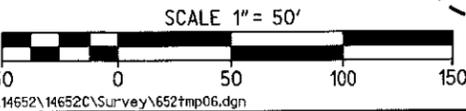


EXHIBIT “B”

FORMS FOR SECURITY

See Bond No. 83BSBHG1495 within the Subdivision Improvement Agreement (SIA) for Tract 25122 (SIA dated December 9, 2015 and recorded as Document No. 2015-0552358).

EXHIBIT “C”

DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist AGENCY in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to AGENCY:

1. Plans, specifications and Developer’s civil engineer’s cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
1. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT “E”

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:
 - a. Prepare a separate bid package for the TUMF Improvements.
 - b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
 - c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.
 - d. The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY’s requirements and guidelines.
 - e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.
2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and Developer ("Agreement"), Developer shall provide the AGENCY and WRCOG with the following:
 - a. Copies of all information listed under Item 1 above.
 - b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.
3. Prior to the AGENCY’s acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:
 - a. Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
 - b. Developer shall have satisfied the AGENCY’s inspection punch list.
 - c. After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the Developer a final inspection release letter.
 - d. AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder’s Office, and provided a copy of filed Notice of Completion to WRCOG.
 - e. Developer shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.
 - f. Developer shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.
 - g. Developer shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

- i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.
- ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
- iii. Invoices from all vendors and service providers.
- iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
- v. Final lien releases from each contractor and vendor (unconditional waiver and release).
- vi. Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.
- vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details.

EXHIBIT "F"

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units:
200 SF dwelling units @ \$6,650 / dwelling unit = \$1,330,000 in fees (TUMF Obligation)

Example A: "TUMF BALANCE"

CREDIT		
TUMF Obligation:	\$1,330,000	
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less		<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)	

RECONCILIATION		
TUMF Obligation:	\$1,330,000	
Actual Credit:	<u>\$1,200,000</u>	
TUMF Balance (Payment to TUMF):		\$130,000

Example B: "REIMBURSEMENT"

CREDIT		
TUMF Obligation:	\$1,330,000	
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less		<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)	

RECONCILIATION		
TUMF Obligation:	\$1,330,000	
Actual Credit:	<u>\$1,500,000</u>	
Reimbursement Agreement with Developer (Based on Priority Ranking):		(\$170,000)

Example C: "TUMF OVERPAYMENT"

CREDIT		
TUMF Obligation:	\$1,330,000	
Estimated Credit: Bid (\$1,200,000) or unit Cost Assumption (\$1,500,000) whichever is less		<u>\$1,200,000</u>
Remaining TUMF Obligation:	\$130,000	
Prorated Fee: \$130,000 / 200 du =	\$650 / du	

RECONCILIATION		
Actual Credit:	\$1,300,000	
TUMF payments from Developer (\$650 per unit x 200 units)		<u>\$130,000</u>
Actual Credit plus TUMF Payment	\$1,430,000	
TUMF Obligation:	\$1,330,000	
Actual Credit plus TUMF Payment	<u>\$1,430,000</u>	
TUMF Overpayment (Refund to Developer):		(\$100,000)

EXHIBIT "H"

TUMF CREDIT SUMMARY

Assumptions

	<u># Units</u>	<u>TUMF Fee/Unit (Detached Rate)</u>	<u>Total</u>
TUMF Obligation	98	\$ 8,873.00	\$ <u>869,554.00</u>
TUMF Unit Cost Assumptions (Maximum TUMF Share)			\$ <u>322,000.00</u>
Improvement Costs (Eligible) (see attached construction bid)			\$ <u>403,778.59</u>

"TUMF BALANCE"

Credit

TUMF Obligation	\$ 869,554.00
Actual Credit (Lesser of Obligation, Bid Amount, or Unit Cost Assumptions [Maximum TUMF Share])	\$ 322,000.00
TUMF Balance (payment to TUMF)	\$ 547,554.00

ATTACHMENT D

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** (“Agreement”) is entered into this ___ day of _____, 20___, by and between the City of Wildomar, a California municipal corporation (“City”) (“AGENCY”), and Richmond American Homes of Maryland, Inc., a Maryland corporation, with its principal place of business at 5171 California Avenue, Suite 120, Irvine, California 92617 (“Developer”). AGENCY and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, Developer owns 15.566 acres of real property located within the AGENCY of Wildomar, California, which is more specifically described in the legal description set forth in Exhibit “A”, attached hereto and incorporated herein by this reference (“Property”);

WHEREAS, Developer has requested from AGENCY-certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as Rancho Fortunado (Tract No. 32078), a residential development planned for 55 single family residential homes (“Project”);

WHEREAS, the AGENCY is a member agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and 17 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee (“TUMF”) Program;

WHEREAS, as part of the TUMF Program, the AGENCY has adopted “Transportation Uniform Mitigation Fee Nexus Study: 2009 Update” (“2009 Nexus Study”)

WHEREAS, as a condition to AGENCY’s approval of the Project, AGENCY has required Developer to construct certain street and transportation system improvement(s) of regional importance (“TUMF Improvements”);

WHEREAS, pursuant to the TUMF Program, the AGENCY requires Developer to pay the TUMF which covers the Developer’s fair share of the costs to deliver those TUMF Improvements that help mitigate the Project’s traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the “TUMF Network”), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2009 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

WHEREAS, AGENCY and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the AGENCY, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and AGENCY hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as constructing 766 linear feet of half width right-of-way along Palomar Road from the intersection of Palomar Road and Delca Lane to the southeasterly boundary of Tract No. 32078. This includes a 43-foot wide pavement section, six-foot sidewalk and six-foot parkway. Pavement striping of the full width street to include four lanes (two in each direction) is also proposed, along with a cash bond for future work within Palomar Road to include a raised median and bike lane striping , and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by AGENCY. Approval by AGENCY shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF 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 license issued to Developer.

2.3 Public Works Requirements. In order to insure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, AGENCY, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of AGENCY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of AGENCY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with AGENCY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which AGENCY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to AGENCY, at such intervals and in such form as AGENCY may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with AGENCY, 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, constructing the TUMF Improvements 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 TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by AGENCY. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. AGENCY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until AGENCY approves and accepts them. AGENCY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to AGENCY's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by AGENCY, and until the security for the performance of this Agreement is released. 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 AGENCY. If Developer fails to properly prosecute its maintenance obligation under this section, AGENCY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. AGENCY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by AGENCY.

5.0 AGENCY Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by AGENCY of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to AGENCY such evidence or proof as AGENCY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to AGENCY a title insurance policy or other security acceptable to AGENCY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by AGENCY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, AGENCY shall be authorized to accept the TUMF Improvements. AGENCY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by AGENCY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of AGENCY without any payment therefore. Notwithstanding the foregoing, AGENCY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the AGENCY for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by AGENCY (“Warranty”). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of AGENCY, and to the approval of AGENCY. 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 TUMF 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 AGENCY’s acceptance of the repaired, replaced, or reconstructed TUMF 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 TUMF 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.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to AGENCY 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.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if AGENCY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, AGENCY 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 (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, AGENCY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon AGENCY’s issuance of the Notice, Developer and its surety shall be liable to AGENCY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; AGENCY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY 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. AGENCY's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of AGENCY's demand for performance. In the event AGENCY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, AGENCY may require all work by Developer or its surety to cease in order to allow adequate coordination by AGENCY.

10.3 Other Remedies. No action by AGENCY pursuant to this Section 10.0 et seq. of this Agreement shall prohibit AGENCY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. AGENCY may exercise its rights and remedies independently or cumulatively, and AGENCY may pursue inconsistent remedies. AGENCY may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide AGENCY with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by AGENCY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If AGENCY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by AGENCY. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than ten (10%) 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.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its

contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this section may be released by written authorization of AGENCY after six (6) months from the date AGENCY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which AGENCY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of AGENCY's anticipated administrative and legal expenses arising out of such claims.

11.3Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to AGENCY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by AGENCY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the AGENCY, and when such forms are completed to the satisfaction of AGENCY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, its elected officials, 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 agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to AGENCY's approval and acceptance of the TUMF Improvements ("Claims"). 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 AGENCY, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, its elected officials, employees, or agents.

13.0Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below (“Required Insurance”). 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.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers’ Compensation. 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 One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

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

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers’ compensation insurance, shall name AGENCY, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, its elected

officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY in connection with any damage or harm covered by such policy.

13.5Certificates; Verification. Developer and its contractors shall furnish AGENCY 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 AGENCY before work pursuant to this Agreement can begin. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6Term; 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 thirty (30) days' prior written notice to AGENCY.

13.7Insurer Rating. Unless approved in writing by AGENCY, 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" and FSC-VIII.

14.0TUMF Credit.

14.1Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to AGENCY pursuant to Ordinance 244 as part of the TUMF Program is Four Hundred Eighty-Eight Thousand Fifteen Dollars (\$488,015) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the nexus study and fee schedule in effect for the AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of Ordinance 244.

14.3Credit Offset Against TUMF Obligation. Pursuant to Ordinance 244 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Estimated credits for eligible improvements are identified on Exhibit "H". Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A)

the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the 2009 Nexus Study and the TUMF Administrative Plan adopted by WRCOG (“Unit Cost Assumptions”).

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as “Estimated Credit”. At no time will the Credit exceed the Developer’s TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(1) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

(2) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by AGENCY, Developer shall submit to the AGENCY Public Works Director the information set forth in the attached Exhibit “C”. The AGENCY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement (“Verified Costs”). The AGENCY Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

14.5 Reconciliation; Final Credit Offset Against TUMF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by AGENCY to offset the TUMF Obligation shall be

equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement (“Actual Credit”). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer’s estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the AGENCY Public Works Director shall provide written notice to Developer of the amount of the difference owed (“TUMF Balance”) and Developer shall pay the TUMF Balance in accordance with Ordinance 244 to fully satisfy the TUMF Obligation (see Exhibit “F” - Example “A”).

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section (see Exhibit “F” - Example “B”).

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation (“TUMF Overpayment”), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY’s Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with Ordinance 244 (see Exhibit “F” - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, Ordinance 244, and the TUMF Administrative Plan adopted by WRCOG (“Reimbursement Agreement”). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit “D,” and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property (“Assignment”).

Developer and such purchaser and assignee ("Assignee") shall provide to AGENCY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with AGENCY in a form reasonably acceptable to AGENCY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between AGENCY and Developer. Developer's contractors 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 AGENCY.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, AGENCY shall have the right to rescind this Agreement without liability.

15.5 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:

To AGENCY: CITY OF WILDOMAR

Attn: Daniel York

Assistant City Manager, Public Works Director/City Engineer

23873 Clinton Keith Road, Suite 201

Wildomar, CA 92595

Fax No. (951)698-1463

To Developer: Richmond American Homes of Maryland, Inc.

Attn: Sondra Harris

Vice President of Planning

5171 California Avenue, Suite 120
Irvine, CA 92617

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; 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.

15.6 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.

15.7 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 contractors of Developer, except as otherwise specified in this Agreement. All references to AGENCY 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.

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

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.10 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.

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

15.12 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.

15.13 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.

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.16 Entire Agreement. This Agreement contains the entire agreement between AGENCY and Developer and supersedes any prior oral or written statements or agreements between AGENCY and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

Richmond American Homes of Maryland, Inc., a Maryland corporation

By: Sondra Harris

Its: Vice President of Planning

ATTEST:

By: _____

Its: _____

City of Wildomar:

By: Gary Nordquist

Its: City Manager

ATTEST:

By: Debbie Lee

Its: City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Refer to Final Tract Map No. 32078 for legal description of property.

[FINAL TRACT MAP NO. 32078 ATTACHED BEHIND THIS PAGE]

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 32078

CITY
SHEET 1 OF 5 SHEETS
448
73

OWNER'S STATEMENT

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

WE HEREBY DEDICATE AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "E", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A" (PALOMAR STREET), THE OWNERS OF LOT 59 ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE AND ACCESS EASEMENTS OVER ALL OF LOT 56 AND LOT 57, AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS AND FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

THE REAL PROPERTY AS DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STORM DRAIN EASEMENT WITHIN LOT 56, LOT 20 AND OVER ALL OF LOT 58 AND 59 AS SHOWN HEREON. THE DEDICATION IS FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

WE HEREBY RETAIN THE EASEMENT INDICATED AS "13' PRIVATE DRAINAGE EASEMENT" WITHIN LOTS 10 THROUGH 20, INCLUSIVE, AS SHOWN HEREON FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOT 56, LOT 57, LOT 58 AND LOT 59 INDICATED AS "OPEN SPACE" FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION

BY: [Signature]
NAME: Sondra Harris
TITLE: Vice Pres of Land

BEING A SUBDIVISION OF A PORTION OF LOT 46 AND LOT 47 IN BLOCK "L" OF ELSINORE, AS SHOWN BY MAP OF BLOCKS "K", "L" AND "M" OF ELSINORE ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, SAN BERNARDINO MERIDIAN.

RICK ENGINEERING COMPANY

NOVEMBER 2015

SIGNATURE OMISSIONS

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

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 834 PAGE 218, OFFICIAL RECORDS, RECORDED MAY 7, 1947.

AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 837, PAGE 64, OFFICIAL RECORDS, RECORDED MAY 19, 1947.

29' SANITARY SEWER EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT REPAIR, MAINTENANCE AND USE OF AN ACCESS ROAD AND PIPELINE FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN FAVOR OF E.V.M.W.D. RECORDED MAY 6, 2004 AS INST. NO. 04-335764 OF OFFICIAL RECORDS.

29' SANITARY SEWER EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT REPAIR, MAINTENANCE AND USE OF AN ACCESS ROAD AND PIPELINE FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN FAVOR OF E.V.M.W.D. RECORDED MAY 6, 2004 AS INST. NO. 04-335765 OF OFFICIAL RECORDS.

29' SANITARY SEWER EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT REPAIR, MAINTENANCE AND USE OF AN ACCESS ROAD AND PIPELINE FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN FAVOR OF E.V.M.W.D. RECORDED JUNE 23, 2004 AS INST. NO. 04-0484120 OF OFFICIAL RECORDS.

SOILS REPORT

A PRELIMINARY SOILS REPORT WAS PREPARED BY PETRA GEOTECHNICAL INC. ON APRIL 19, 2004, UPDATED APRIL 9, 2013 AS REQUIRED BY THE HEALTH AND SAFETY CODE.

CITY CLERK CERTIFICATE

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

WE ALSO HEREBY ACCEPT THE EASEMENT FOR INGRESS AND EGRESS AND CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES OVER ALL OF LOT 56 AND LOT 57.

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

DATED: 12/10/15, BY: [Signature]
DEBBIE A. LEE, CMC
CITY CLERK
CITY OF WILDOMAR, CALIFORNIA

TAX BOND CERTIFICATE

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

DATE: _____, 20____

CASH OR SURETY BOND

DON KENT
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____. THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED.
DATE: DECEMBER 22, 2015

BY: [Signature] DEPUTY

NOTICE OF DRAINAGE FEES

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

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

ABANDONMENT OF PUBLIC STREETS AND PUBLIC EASEMENTS

PURSUANT TO SECTIONS 66434 AND 66499.20 1/2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF A PORTION OF THE FOLLOWING:

AN OFFER OF DEDICATION FOR FLOOD FACILITIES AND INCIDENTAL PURPOSES IN FAVOR RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION RECORDED APRIL 21, 2006 AS INST. NO. 06-290827 OF OFFICIAL RECORDS.

AN OFFER OF DEDICATION FOR FLOOD FACILITIES AND INCIDENTAL PURPOSES IN FAVOR RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION RECORDED APRIL 21, 2006 AS INST. NO. 06-290828 OF OFFICIAL RECORDS.

RECORDER'S STATEMENT

FILED THIS 29th DAY OF December, 2015, AT 1:04 P.M. IN BOOK 448 OF MAPS, AT PAGES 73-74, AT THE REQUEST OF THE CLERK OF THE BOARD.

NO. 2015-0558113

FEE: \$ 18.00

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: [Signature] DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CV WILDOMAR 55, LLC ON JULY 6, 2012. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETED AS SHOWN.

DATED: 11/22/15 2015

[Signature]
ROBERT A. STOCKTON R.C.E. 33591



CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT 32078 AS FILED, AMENDED AND APPROVED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON DECEMBER 21, 2005, AND AS AMENDED BY THE MINOR CHANGE APPROVED BY THE CITY OF WILDOMAR CITY COUNCIL ON MARCH 12, 2014, THE EXPIRATION DATE BEING APRIL 25, 2019.

DATED: DEC. 9 2015

[Signature]
DANIEL A. YORK, CITY ENGINEER
R.C.E. 43212, EXPIRES 3-31-2016

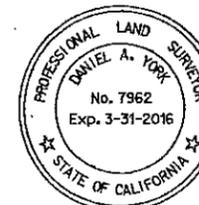


CITY SURVEYOR'S STATEMENT

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

DATED: DEC. 9 2015

[Signature]
DANIEL A. YORK, CITY SURVEYOR
L.S. 7962, EXPIRES 3-31-2016



448/74

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

TRACT MAP NO. 32078

BEING A SUBDIVISION OF A PORTION OF LOT 46 AND LOT 47 IN BLOCK "L" OF ELSINORE, AS SHOWN BY MAP OF BLOCKS "K", "L" AND "M" OF ELSINORE ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, SAN BERNARDINO MERIDIAN.

RICK ENGINEERING COMPANY

NOVEMBER 2015

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Orange

ON 12/1/15 BEFORE ME, Rhonda Harper, A
NOTARY PUBLIC PERSONALLY APPEARED

Sandra Harris

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND,

SIGNATURE [Signature]

NAME: Rhonda Harper
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: ORANGE

COMMISSION EXPIRES: MAY 30, 2016

COMMISSION NO. OF NOTARY: 1976900

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
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 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,

SIGNATURE _____

NAME: _____
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION NO. OF NOTARY: _____

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
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 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,

SIGNATURE _____

NAME: _____
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

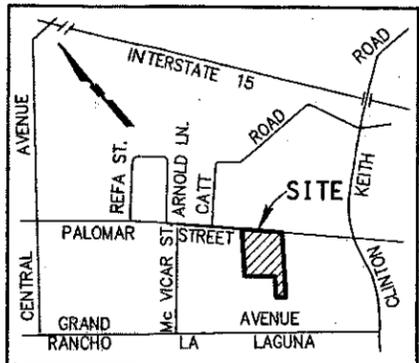
COMMISSION NO. OF NOTARY: _____

448/75

TRACT MAP NO. 32078

BEING A SUBDIVISION OF A PORTION OF LOT 46 AND LOT 47 IN BLOCK "L" OF ELSINORE, AS SHOWN BY MAP OF BLOCKS "K", "L" AND "M" OF ELSINORE ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, SAN BERNARDINO MERIDIAN.

RICK ENGINEERING COMPANY PROCEDURE OF SURVEY NOVEMBER 2015



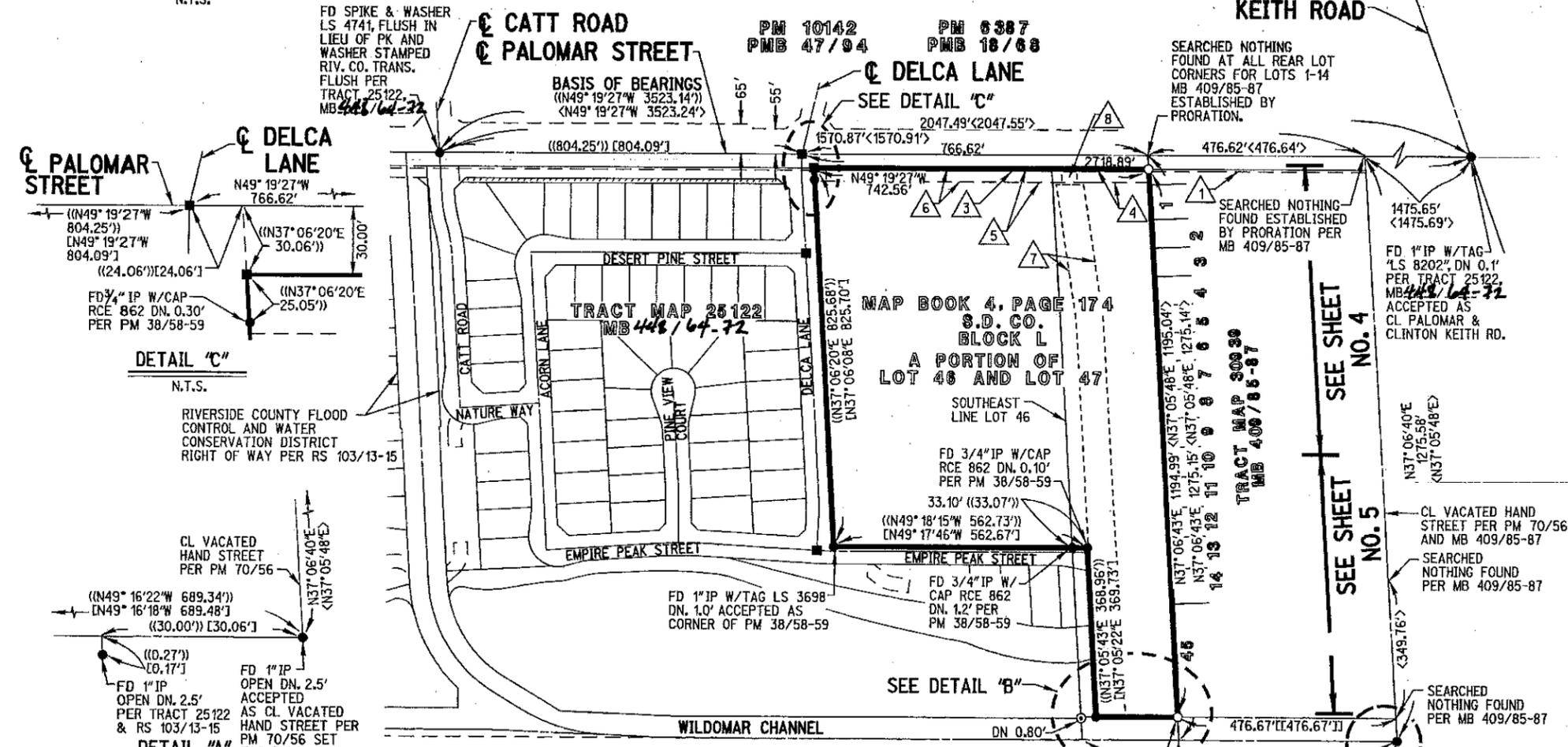
VICINITY MAP N.T.S.

No.	DIRECTION	DISTANCE	RECORD
L1	((N 37°13'44" E 3.01')) ((N37°14'26"E 3.02')		
L2	((N 49°16'22" W 32.92')) ((N49°16'18"W 32.96')		

ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINTS SHEET AFFECTING THIS MAP IS ON FILE IN THE CITY OF WILDOMAR, IN E.C.S. BOOK 205 PAGE 3. THIS AFFECTS ALL PARCEL NO.'S.

TRACT MAP 30304 MB 338/55-58 TRACT MAP 29029 MB 336/67-71

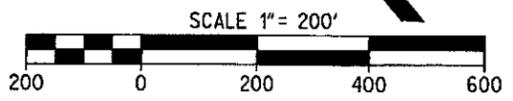


DETAIL "C" N.T.S.

DETAIL "A" N.T.S.

DETAIL "B" N.T.S.

MAP BOOK 4, PAGE 174 S. D. CO. BLOCK K LOT 47 LOT 49 PMB 41/19 PMB 30/98 PMB 30/26



ENGINEER'S NOTES

- THE BASIS OF BEARING FOR THIS SURVEY IS THE CENTERLINE OF PALOMAR STREET PER TRACT 25122 MB 448/64-72 SHOWN AS N49°19'27"W. FROM CLINTON KEITH RD. TO CATT RD.
- INDICATES FD MONUMENT AS NOTED.
- ⊙ INDICATES FD 3/4" IP W/PP RCFC & WCD PER RS 68/26-31 AND RS 103/13-15 UNLESS OTHERWISE NOTED.
- INDICATES FD 1" IRON PIPE TAGGED R.C.E. 33591, FLUSH PER TR 25122 MB 448/64-72.
- INDICATES SET 1" IRON PIPE TAGGED R.C.E. 33591, FLUSH.
- ALL MONUMENTS SET ARE PER RIVERSIDE COUNTY ORDINANCE 461.9.
- THIS TRACT CONTAINS 15.566 ACRES GROSS.
- DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDING AND OBSTRUCTIONS.
- ALL MONUMENTS SHOWN SET SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP.
- THIS TRACT CONTAINS 55 RESIDENTIAL LOTS.
- INDICATES SUBDIVISION BOUNDARY.
- RAD INDICATES RADIAL BEARING.
- (()) INDICATES RECORD AND MEASURED PER TRACT MAP 25122, MB 448/64-72 UNLESS NOTED.
- [] INDICATES RECORD PER RECORD OF SURVEY 103/13-15
- [[]] INDICATES RECORD PER PARCEL MAP 13471 PMB 70/56
- < > INDICATES RECORD PER TRACT MAP 30939 MB 409/85-87
- A LEAD AND DISC STAMPED R.C.E. 33591, SET FLUSH. (RIV.CO.STD. "E"), IN TOP OF CURB AT PROLONGATION OF SIDE LOT LINES.
- A 1" IRON PIPE WITH TAG STAMPED R.C.E. 33591, OR CONCRETE NAIL AND TAG, STAMPED R.C.E. 33591 SET FLUSH (RIV. CO. STD. "A") AT ALL REAR LOT CORNERS AND ANGLE POINTS IN LOT LINES UNLESS OTHERWISE INDICATED.
- ALL MONUMENTS SET ARE PLACED IN ACCORDANCE WITH ORDINANCE NO. 461.9 OF RIVERSIDE COUNTY, AND THE MONUMENT AGREEMENT FOR THIS MAP.
- ////// INDICATES RESTRICTED ACCESS.
- C.C. & R 's RECORDED 12/28/15 PER INST. # 2015-0558181
- CENTERLINE TIE SHEETS TO BE PREPARED AND FILED WITH THE CITY OF WILDOMAR 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS.

EASEMENT NOTES:

- AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 834, PAGE 218, OFFICIAL RECORDS, RECORDED MAY 7, 1947.
- INTENTIONALLY DELETED.
- AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER BOOK 837, PAGE 61, OFFICIAL RECORDS, RECORDED MAY 19, 1947.
- 29' SANITARY SEWER EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT REPAIR, MAINTENANCE AND USE OF AN ACCESS ROAD AND PIPELINE FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN FAVOR OF ELSINORE VALLEY MUNICIPAL WATER DISTRICT RECORDED MAY 6, 2004 AS INST. NO. 04-335764 OF OFFICIAL RECORDS.
- 29' SANITARY SEWER EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT REPAIR, MAINTENANCE AND USE OF AN ACCESS ROAD AND PIPELINE FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN FAVOR OF ELSINORE VALLEY MUNICIPAL WATER DISTRICT RECORDED MAY 6, 2004 AS INST. NO. 04-335765 OF OFFICIAL RECORDS.
- 29' SANITARY SEWER EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT REPAIR, MAINTENANCE AND USE OF AN ACCESS ROAD AND PIPELINE FOR SANITARY SEWER AND INCIDENTAL PURPOSES IN FAVOR OF ELSINORE VALLEY MUNICIPAL WATER DISTRICT RECORDED JUNE 23, 2004 AS INST. NO. 04-0484120 OF OFFICIAL RECORDS.

EASEMENT NOTES:

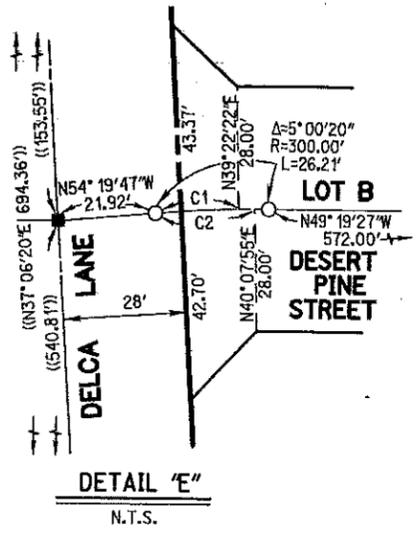
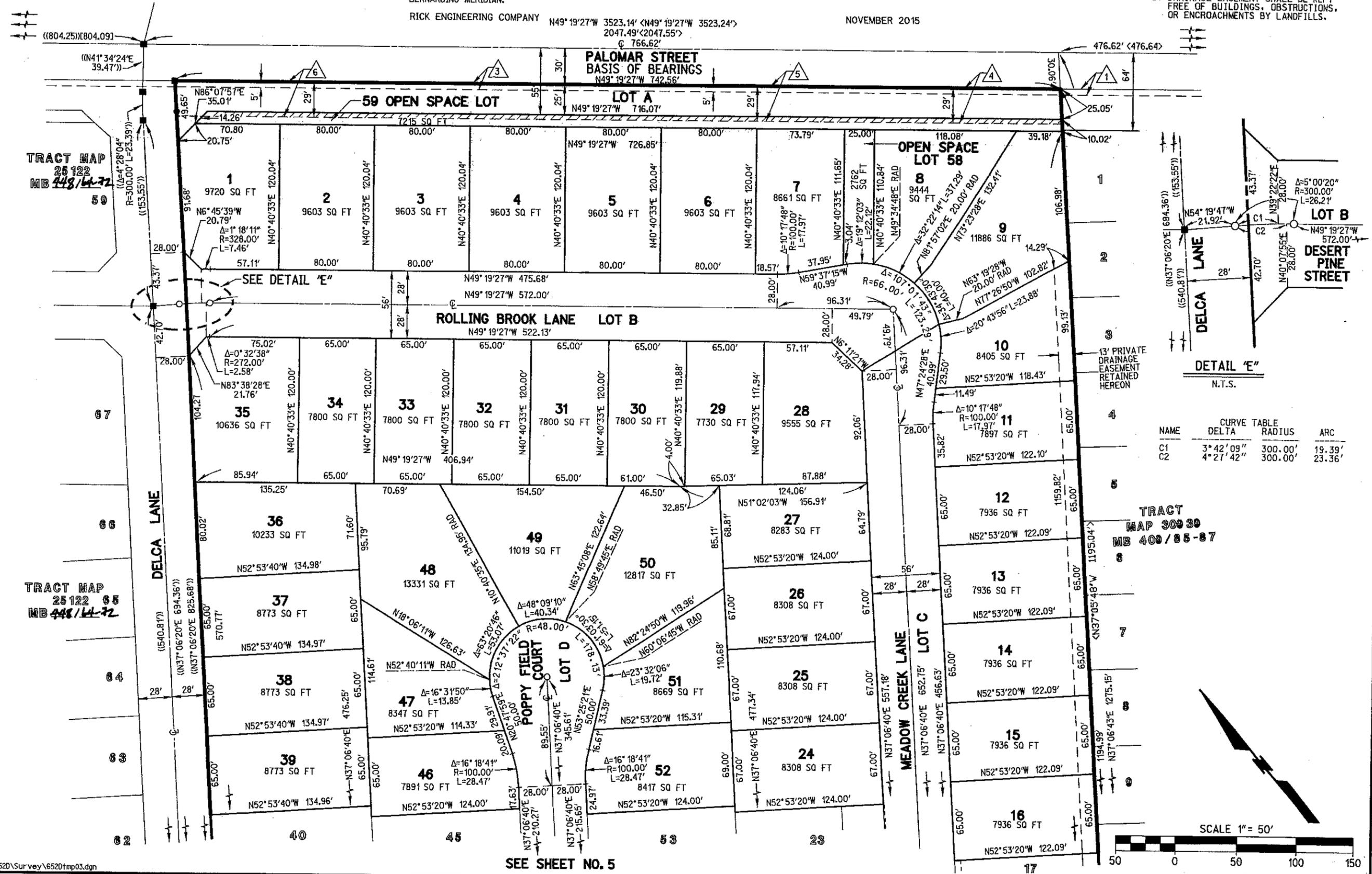
- AN OFFER OF DEDICATION FOR FLOOD FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION RECORDED APRIL 21, 2006 AS INST. NO. 06-290827 OF OFFICIAL RECORDS. THAT PORTION LYING WITHIN THE BOUNDARY OF THIS MAP ABANDONED HEREON.
- AN OFFER OF DEDICATION FOR FLOOD FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION RECORDED APRIL 21, 2006 AS INST. NO. 06-290828 OF OFFICIAL RECORDS. THAT PORTION LYING WITHIN THE BOUNDARY OF THIS MAP ABANDONED HEREON.

TRACT MAP NO. 32078

BEING A SUBDIVISION OF A PORTION OF LOT 46 AND LOT 47 IN BLOCK "L" OF ELSINORE, AS SHOWN BY MAP OF BLOCKS "K", "L" AND "M" OF ELSINORE ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, SAN BERNARDINO MERIDIAN.

RICK ENGINEERING COMPANY N49°19'27"W 3523.14' <N49°19'27"W 3523.24'>
2047.49' <2047.55'>
C 766.62'
NOVEMBER 2015

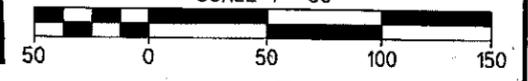
- NOTES**
1. SEE SHEET 3 FOR ENGINEER'S NOTES.
 2. SEE SHEET 3 FOR EASEMENT NOTES.
 3. DRAINAGE EASEMENT SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS.



NAME	DELTA	CURVE TABLE RADIUS	ARC
C1	3°42'09"	300.00'	19.39'
C2	4°27'42"	300.00'	23.36'

TRACT MAP 30030
MB 400/85-87

TRACT MAP 25122 65
MB 448/44-72



448/22

CITY

TRACT MAP NO. 32078

BEING A SUBDIVISION OF A PORTION OF LOT 46 AND LOT 47 IN BLOCK "L" OF ELSINORE, AS SHOWN BY MAP OF BLOCKS "K", "L" AND "M" OF ELSINORE ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, SAN BERNARDINO MERIDIAN.

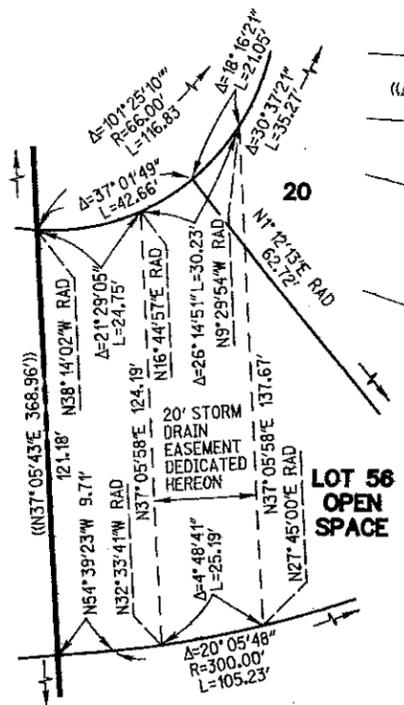
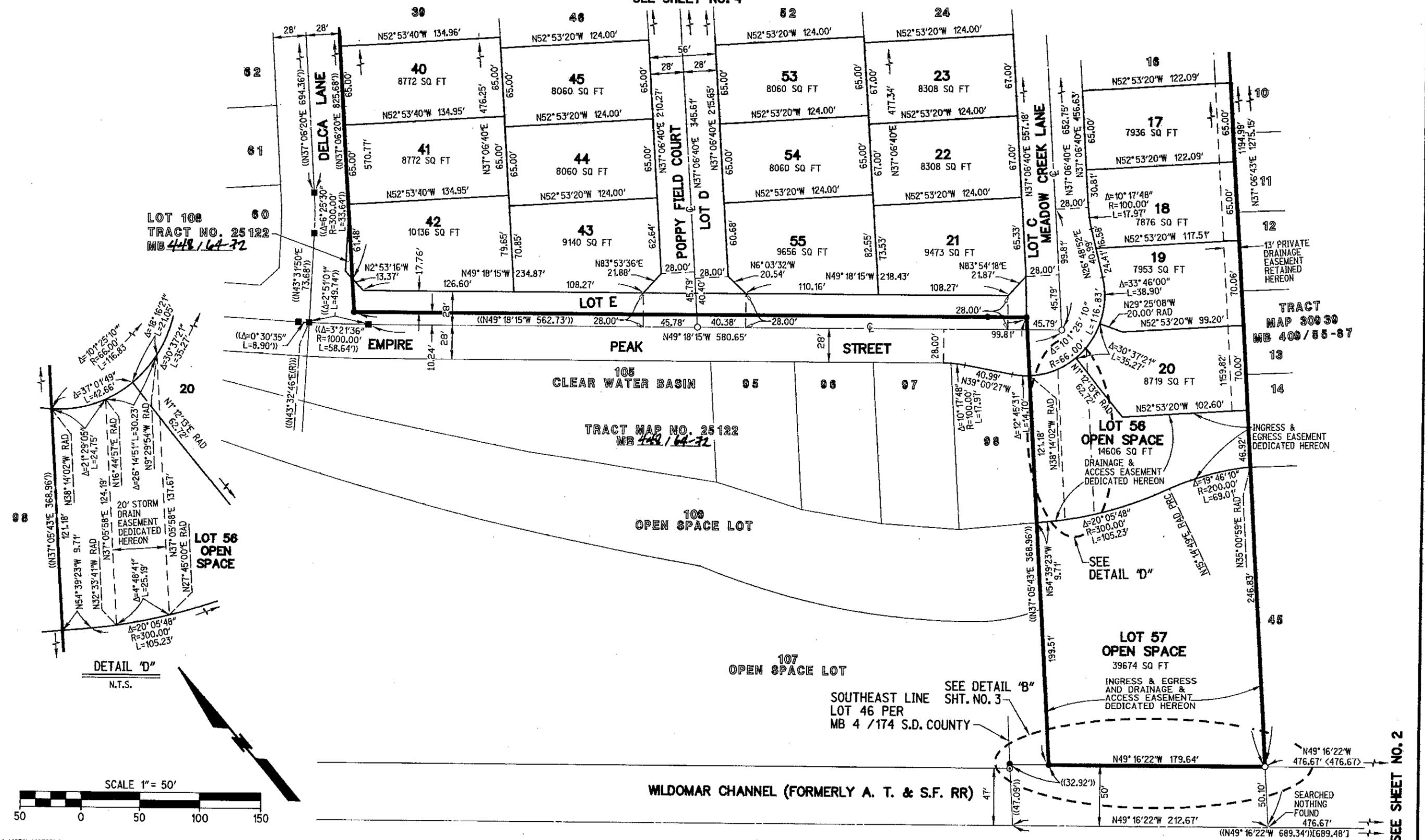
RICK ENGINEERING COMPANY

SEE SHEET NO. 4

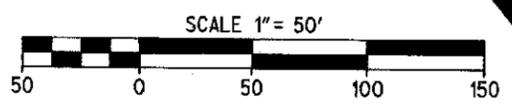
NOVEMBER 2015

NOTES

1. SEE SHEET 3 FOR ENGINEER'S NOTES.
2. SEE SHEET 3 FOR EASEMENT NOTES.
3. DRAINAGE EASEMENT SHALL BE KEPT FREE OF BUILDINGS, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS.



DETAIL "D"
N.T.S.



WILDOMAR CHANNEL (FORMERLY A. T. & S.F. RR)

SEARCHED
NOTHING
FOUND
476.67'
(N49°16'22\"/>

SEE SHEET NO. 2

EXHIBIT “B”

FORMS FOR SECURITY

See Bond No. 83BSBHG1496 within the Subdivision Improvement Agreement (SIA) for Tract 32078 (SIA dated December 9, 2015 and recorded as Document No. 2015-0552360).

EXHIBIT “C”

DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist AGENCY in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to AGENCY:

1. Plans, specifications and Developer’s civil engineer’s cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and

Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT “E”

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:
 - a. Prepare a separate bid package for the TUMF Improvements.
 - b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
 - c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.
 - d. The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY’s requirements and guidelines.
 - e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.
2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and Developer ("Agreement"), Developer shall provide the AGENCY and WRCOG with the following:
 - a. Copies of all information listed under Item 1 above.
 - b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.
3. Prior to the AGENCY’s acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:
 - a. Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
 - b. Developer shall have satisfied the AGENCY’s inspection punch list.
 - c. After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the Developer a final inspection release letter.
 - d. AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder’s Office, and provided a copy of filed Notice of Completion to WRCOG.
 - e. Developer shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.
 - f. Developer shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.

- g. Developer shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:
- i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.
 - ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
 - iii. Invoices from all vendors and service providers.
 - iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
 - v. Final lien releases from each contractor and vendor (unconditional waiver and release).
 - vi. Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.
 - vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details.

EXHIBIT "F"

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units:
200 SF dwelling units @ \$6,650 / dwelling unit = \$1,330,000 in fees (TUMF Obligation)

Example A: "TUMF BALANCE"

CREDIT			
TUMF Obligation:	\$1,330,000		
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less			<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)		

RECONCILIATION			
TUMF Obligation:	\$1,330,000		
Actual Credit:	<u>\$1,200,000</u>		
TUMF Balance (Payment to TUMF):			\$130,000

Example B: "REIMBURSEMENT"

CREDIT			
TUMF Obligation:	\$1,330,000		
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less			<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)		

RECONCILIATION			
TUMF Obligation:	\$1,330,000		
Actual Credit:	<u>\$1,500,000</u>		
Reimbursement Agreement with Developer (Based on Priority Ranking):			(\$170,000)

Example C: "TUMF OVERPAYMENT"

CREDIT			
TUMF Obligation:	\$1,330,000		
Estimated Credit: Bid (\$1,200,000) or unit Cost Assumption (\$1,500,000) whichever is less			<u>\$1,200,000</u>
Remaining TUMF Obligation:	\$130,000		
Prorated Fee: \$130,000 / 200 du =	\$650 / du		

RECONCILIATION			
Actual Credit:	\$1,300,000		
TUMF payments from Developer (\$650 per unit x 200 units)			<u>\$130,000</u>
Actual Credit plus TUMF Payment	\$1,430,000		
TUMF Obligation:	\$1,330,000		
Actual Credit plus TUMF Payment			<u>\$1,430,000</u>
TUMF Overpayment (Refund to Developer):			(\$100,000)

EXHIBIT "H"

TUMF CREDIT SUMMARY

Assumptions

	# Units	TUMF Fee/Unit (Detached Rate)	Total
TUMF Obligation	55	\$ 8,873.00	\$ 488,015.00
TUMF Unit Cost Assumptions (Maximum TUMF Share)			<u>\$ 170,000.00</u>
Improvement Costs (Eligible) (see attached construction bid)			<u>\$ 188,655.39</u>

"TUMF BALANCE"

Credit

TUMF Obligation	\$ <u>488,015.00</u>
Actual Credit (Lesser of Obligation, Bid Amount, or Unit Cost Assumptions [Maximum TUMF Share])	\$ 170,000.00
TUMF Balance (payment to TUMF)	\$ 318,015.00

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.8
CONSENT CALENDAR
Meeting Date: April 13, 2016

TO: Mayor and City Council Members
FROM: Debbie A. Lee, CMC, City Clerk
SUBJECT: Measure Z Oversight Advisory Committee Appointments

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council appoint Kathy Bundy and Kelly Byrne to the Committee to fill the two vacant positions.

BACKGROUND:

In February, 2013, in accordance with the provisions contained in Measure Z, the City Council appointed the very first Measure Z Oversight Advisory Committee. The term of office is two years, which means every year; two or three members would need to be appointed to the committee. This year there are three seats to appoint which are currently held by Scott Bradstreet, Kathy Bundy and Jamie Johnson.

In January this year the City Council declared the vacancies and the City Clerk's Office posted the vacancies. At the March 9, 2016 meeting, the City Council appointed Scott Bradstreet which still left two vacancies on the committee. The City Clerk's Office reposted the vacancies and received two applications from Kathy Bundy and Kelly Byrne.

It would be appropriate at this time to appoint the two applicants to the committee.

FISCAL IMPACT:

Minimal cost for name plate.

Submitted by:
Debbie A. Lee, CMC
City Clerk

Approved by:
Gary Nordquist
City Manager

Volunteer Application
Wildomar Community Parks Funding Measure Citizen's Oversight
Advisory Committee

RECEIVED

City of Wildomar
23873 Clinton Keith Rd Ste. 201
Wildomar, CA 92595
951.677.7751 (phone)
951.698.1463 (fax)

MAR 01 2016
CITY OF WILDOMAR
CITY CLERK'S OFFICE

VOLUNTEER APPLICANT INFORMATION

Last Name: Bundy First Name: Kathleen MI: A
Address: _____ City: Wildomar Zip Code: 92595
Home: _____ Cell Phone: _____
Email Address: _____

QUESTIONNAIRE

What type of Volunteer Experiences Have You Had?

Past Ambassador Chamber Commerce - Wildomar
Walk Facilitator for American Volkssports Association
Strategic Planning for Future of Volkssports

Education, Credentials, Parks & Recreation and Accounting Experience:

Event Coordinator of Walking & Hiking for
Our Community
CERTS Training

Public Communication Experience:

Living Life

Project Leadership Skills/Experience:

Strategic Planning Committee for future American Volkssports

Computer Skills:

Medium amount of Useage

Other Relevant Skills/Information:

Interest in Youth Leadership and respect in
our environment.

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

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

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

As a Volunteer, I understand that:

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

VOLUNTEER CONSENT

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

		
<u>Applicant Name (print)</u>	<u>Applicant Signature</u>	<u>Date</u>
		



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

PRINT NAME: Kathleen A. Bundy

PLEASE TYPE OR PRINT LEGIBLY

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

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

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

Kathleen A. Bundy
Signature

3/1/16
Date

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

Past Measure Z oversight Advisory
Committee

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

~~0~~

Previous Year Measure 2

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

~~0~~

8. What is your experience in park maintenance?

observations

What is your standard level of service for maintenance?

NOT Perfection but comfortable
sensible

9. What is your experience in Recreation Programs?

Participant

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

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

Volunteer Application

Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee

RECEIVED

City of Wildomar
23873 Clinton Keith Rd Ste. 201
Wildomar, CA 92595
951.677.7751 (phone)
951.698.1463 (fax)

MAR 14 2016
CITY OF WILDOMAR
CITY CLERK'S OFFICE

VOLUNTEER APPLICANT INFORMATION			
Last Name: <u>BYRNE</u>	First Name: <u>KELLY</u>	MI: _____	
Address: _____	City: <u>WILDOMAR</u>	Zip Code: <u>92595</u>	
Home: _____	Cell Phone: _____		
Email Address: _____			

QUESTIONNAIRE
<p>What type of Volunteer Experiences Have You Had? <u>RIVERSIDE COUNTY SHERIFFS VOLUNTEER LAKE ELSINORE MARINE SEARCH + RESCUE, RED CROSS COMMUNITY WOMEN ORGANIZATION, HEAL THE BAY, SAVE THE PARKS, CALIF PARK FOUND, NATIONAL PARK FOUNDATION, SAVE THE MTN LION, CANINE SUPPORT TEAMS, GUIDE DOGS OF AMERICA, HABITAT FOR HUMANITY, AND NUMEROUS OTHERS</u></p> <p>Education, Credentials, Parks & Recreation and Accounting Experience: <u>BACHELORS IN POLICE ADMINISTRATION PARK RANGER - STATE OF CALIF AND CITY OF LOS ANGELES DEVELOPED BUDGETS WHILE WORKING FOR CITY OF LOS ANGELES FOR THE PARK SAFETY PROGRAM.</u></p> <p>Public Communication Experience: <u>LAPD SERGEANT UNION REPRESENTATIVE AND PUBLIC RELATIONS OFFICER</u></p> <p>Project Leadership Skills/Experience: <u>DIRECTOR FOR SOUTHWEST CALIF. REGION FOR THE STATE PARKS ASSOCIATION PROVIDED LEADERSHIP FOR THE DEVELOPMENT OF A L.A. CITY WIDE PARK CLOSURE PROGRAM.</u></p> <p>Computer Skills: <u>GOOD FOR A BABY BOOMER, FAIR FOR UNDER 50. I AM NOT AFRAID TO LEARN NEW PROGRAMS. VERY FAMILIAR WITH WORD DOC, EMAIL, SOCIAL MEDIA AND CREATING PRESENTATIONS.</u></p> <p>Other Relevant Skills/Information: <u>I AM VERY KNOWLEDGABLE ON PARK SAFETY, BUDGET ISSUES AND THE NEED FOR MAINTENANCE. I UNDERSTAND LOW COST SOLUTIONS TO KEEP VANDALISM DOWN AND ^{CREATE} USER FRIENDLY ENVIRONMENTS.</u></p>

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

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

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

As a Volunteer, I understand that:

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

VOLUNTEER CONSENT

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

Kathy Byrne
Applicant Name (print)

Kathy Byrne
Applicant Signature

3, 14, 2016
Date



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

PRINT NAME: Kelly Byrne

PLEASE TYPE OR PRINT LEGIBLY

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

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

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

Kelly Byrne
Signature

3/14/2016
Date

WILDOMAR COMMUNITY PARKS FUNDING MEASURE
CITIZEN'S OVERSIGHT ADVISORY COMMITTEE
Supplemental Questionnaire

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

I have worked with various municipalities since my first job. From umpire for little league to Park Ranger. As a staff person and as a committee member, I have worked alongside various committees to complete projects such as "Clean up the LA River", "Restore MacArthur Park" and "Preserve the Trails".

I have a thorough understanding of budget restrictions, Proposition and Measure funding, the need for citizen oversight and the demand for safe and usable park land for public use.

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

As described in the guidelines and policies of the Wildomar municipal code and approved by the Wildomar city council. The job of the oversight committee is to ensure that all revenues are spent only on permissible uses as outlined in the city of Wildomar ordinance 71, and the city municipal code chapter 3.18.

This includes reviewing expenditures as well as preparing an annual report on the expenditures of Measure Z. However, I understand that I have no authority to allocate financial resources but the committee will make recommendations.

3. Why did you apply for this Committee and what do you hope to accomplish by your participation?

I feel I have experience in the field of providing a safe, usable park environment. I would like to volunteer my expertise in the city in which I currently live.

4. What qualities or experience would you bring that would be an asset to this Committee?

I have worked, volunteered and been an end user of parks and their recreation programs since I could walk. I honestly believe that usable park space that is kept environmentally and socially safe is an asset to any community. I understand fiscal responsibility and my experience would assist in allocating Measure Z funds in an appropriate manner.

5 .What is your experience with governmental accounting?

As a supervisor of a division within the City of Los Angeles, I was tasked with developing budgets and presenting the request. I performed this annual task for over 15 years.

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

Line item allows for financial accountability. It prevents misappropriation of funds and is clear and easy for most people to understand. Zero base budgeting gives a systematic examination of programs that are chosen and determines if those programs should continue. In my opinion line item is more efficient and allows a committee to work on progressing programs, not just relying on what has occurred in the past.

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

During my 25 years of service with the City of Los Angeles as both a Park Ranger and LAPD Sergeant, I was asked to sit-in during audit reviews. Most of the reviews were more of a process than an actual task assigned to me but I did serve on budget committees to clarify expenditures. I also served as a coordinator for a community non-profit organization within the City of Long Beach. The responsibility of raising money, accounting for every expenditure and funds brought in was a formidable task. As the president of an Association-a 501 c3-I experienced an audit of our financial records. The review process went smoothly due to diligent record keeping throughout the year.

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

As a LAPD Sergeant, I was tasked with selecting outside security companies to bid for our business. All vendors for the City of Los Angeles had to uphold high standards. As a Park Ranger supervisor, I developed a bike unit. Selecting vendors, writing contracts and submitting bids for approval was a lengthy process which had to be completed to obtain bikes, gear, uniforms and storage facilities. I also wrote their policies and procedures, which included guidelines for contract reviews.

8 .What is your experience in park maintenance?

I worked as a park aid for the State of California and was tasked with maintaining the campground. Also, during my time as a full-time Park Ranger for the City of Los Angeles, all rangers were supplied with a tool kit and were trained in irrigation, plumbing, signage maintenance, playground equipment installation and other tasks to keep the parks safe and usable.

What is your standard level of service for park maintenance?

If a park is used by its community members, the park will need upkeep. Parks need to be utilized to stay safe. I believe each park should maintain a high level of service so that all aspects of the park remain usable.

9. What is your experience in Recreation Programs?

I earned my Bachelor Degree in Parks Administration. I have worked with recreation programming as an employee and as a park user. If the programs developed bring people to the park and it is well maintained, then the community comes out ahead. Programs for parks do not need to be expensive. There are outside the city groups that can offer programs that are beneficial to the park members and the group members. The Sierra Club is one such group that assisted with the programming of several Los Angeles City parks.

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

Crime—As a retired police sergeant, I know that each park needs to be equipped with ways to combat crime. Crimes such as vandalism can be combatted by using materials that allow easy removal of paint. Planting the right flora will not be just drought resistant but an assistance in preventing trespassing. Access to the phone numbers to call for maintenance, animal services, non-emergencies and permit use are helpful.

Diversity-Parks need to offer what the neighborhood desires. 40 years ago kids played baseball and football. Now there is a need for soccer and La Crosse fields as well as a section for dogs. In the future, these needs will change and the parks need to change with the times.

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

My goal would be to contribute my knowledge, experience and time to ensure successful funding of safe and usable parks within the City of Wildomar. The populace of Wildomar is active and appreciates outdoor activities and our park programming must cater to their needs. I would love to be a part of this Oversight Advisory Committee.

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #1.9

Meeting Date: April 13, 2016

TO: Mayor and City Council Members

FROM: Debbie A. Lee, City Clerk

SUBJECT: Planning Commission Vacancy

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the resignation of Planning Commissioner Gary Brown;
2. Declare a vacancy on the Planning Commission; and
3. Direct the City Clerk to advertise the vacancy and accept applications for the unexpired term of office (December, 2018).

DISCUSSION:

On April 7, 2016, Gary Brown tendered his resignation to the City Clerk's Office. Mr. Brown is the appointee of Councilwoman Marsha Swanson. Since Mr. Brown's term of office runs concurrent with Councilwoman Swanson, the unexpired term of office runs to December, 2018.

At this time it would be appropriate for the City Council to accept Mr. Brown's resignation, declare that a vacancy exists, and direct the City Clerk to post a vacancy notice. It has always been the practice to post and accept applications for 30 days, therefore **the City Clerk's Office will post on Thursday, April 14, 2016, and accept applications until 5:00 p.m. on Monday, May 16, 2016.** This will mean the earliest date of appointment would be at the regular meeting of June 8, 2016.

Each Council Member will receive a copy of the applications received, as has always been the practice of the City.

FISCAL IMPACT:

Minimal cost for advertising.

Submitted by:
Debbie A. Lee, CMC
City Clerk

Approved by:
Gary Nordquist
City Manager

Gary Brown

April 07, 2016

Marsha Swanson
City Of Wildomar
23873 Clinton Keith Road, Suite 106
Wildomar, Ca. 92595

RE: Planning Commissioner
Gary D. Brown
Resignation from the position of Planning Commissioner.
Resignation effective from April 7, 2016

Dear Marsha Swanson

Please accept this as my formal resignation from my position of Planning Commissioner With the City of Wildomar

It is with regret that I wish to inform you that I have accepted the position of Exalted Ruler with the Lake Elsinore-Wildomar Elk's Lodge. This position will require a great amount of my time and I would not be able dedicate the time necessary to do what is required of me to the do both job efficiently.

I will always treasure my time With the City of Wildomar and appreciate the trust you had in me to appoint me as your Planning Commissioner. Please let me know how I can help you through this transitional period.

Sincerely,
Gary D. Brown

CITY OF WILDOMAR - CITY COUNCIL
Agenda Item #1.10
CONSENT CALENDAR
Meeting Date: March 9, 2016

TO: Mayor and City Council Members
FROM: Debbie A. Lee, CMC, City Clerk
SUBJECT: Ordinance No. 118 Second Reading - Changing the City's Electoral System From At-Large To By-District Elections With Respect To Electing City Council Members; Establishing District Boundaries; and Scheduling Elections Within the Districts

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 118
AN ORDINANCE OF THE CITY OF WILDOMAR AMENDING
CHAPTER 1.12 OF THE WILDOMAR MUNICIPAL CODE BY
REPEALING SECTION 1.12.020 AND ADDING NEW SECTIONS
1.12.020, 1.12.030, AND 1.12.040 CHANGING THE CITY'S
ELECTORAL SYSTEM FROM AT-LARGE TO BY-DISTRICT
ELECTIONS WITH RESPECT TO ELECTING CITY COUNCIL
MEMBERS, ESTABLISHING DISTRICT BOUNDARIES, AND
SCHEDULING ELECTIONS WITHIN THE DISTRICTS

BACKGROUND:

The City Council approved the first reading of Ordinance No. 118 at the March 9, 2016 Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 118.

FISCAL IMPACT:

Estimated cost to establish the voting districts is \$70,000.

Submitted by:
Debbie A. Lee, CMC
City Clerk

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Ordinance

ORDINANCE NO. 118

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 1.12 OF THE WILDOMAR MUNICIPAL CODE BY REPEALING SECTION 1.12.020 AND ADDING NEW SECTIONS 1.12.020, 1.12.030, AND 1.12.040 CHANGING THE CITY'S ELECTORAL SYSTEM FROM AT-LARGE TO BY-DISTRICT ELECTIONS WITH RESPECT TO ELECTING CITY COUNCIL MEMBERS, ESTABLISHING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS

WHEREAS, the City of Wildomar supports the full participation of all residents in electing Members of the City Council; and

WHEREAS, the City of Wildomar currently elects its five City Council Members using an at-large election system; and

WHEREAS, in the at-large election system, candidates may reside in any part of the City and each City Council Member is elected by the voters of the entire City; and

WHEREAS, in a by-district election system, a candidate for City Council must reside in the district which he or she wishes to represent, and only the voters of that district are entitled to vote to decide who their representative will be; and

WHEREAS, under the provisions of California Government Code sections 34870-34884, a proposal to adopt a by-district method of election in a general law city must be submitted to the voters of the City along with the proposed boundaries of the districts; and

WHEREAS, California Government Code section 34886, effective January 1, 2016, permits the City Council of a city with a population of fewer than 100,000 people, to change the city's method of election by ordinance, with certain formalities, to a "by-district" system in which each City Council member is elected only by the voters in the district in which the candidate resides; and

WHEREAS, on or about December 21, 2015, the City received a letter asserting its at-large electoral system violates the California Voting Rights Act, and threatening litigation if the City declined to adopt by-district elections; and

WHEREAS, the letter received on December 21 did not contain any evidence of a violation, but the cost of defending against a claim under the California Voting Rights Act is extremely high, even if the City is successful, and at this time such an expensive defense would severely burden the City's budget and curtail the City's ability to provide needed services to its residents; and

WHEREAS, pursuant to California Government Code section 34886, it is declared the change in the method of electing members of the City Council of the City of

Wildomar made by this ordinance is to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in Section 14031 of the California Voting Rights Act, and

WHEREAS, under the provisions of California Elections Code section 10010, a political subdivision that changes from an at-large method of election to a by-district method of election shall hold at least two public hearings on a proposal to establish the district boundaries of the political subdivision prior to a public hearing at which the governing body of the political subdivision votes to approve or defeat the proposal; and

WHEREAS, the City Council held public hearings on the proposal to establish district boundaries on February 10, 2016 and February 24, 2016, at which it considered the proposal to establish district boundaries, and also held a public hearing on March 9, 2016, the public meeting at which the City Council voted on the proposal; and

WHEREAS, the purpose of this Ordinance is to enact, pursuant to California Government Code section 34886, an ordinance providing for the election of the Members of the City Council of the City of Wildomar by-district in five single-member districts as reflected in Exhibit 1 to this Ordinance.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF WILDOMAR DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 1.12 of the Wildomar Municipal Code is hereby repealed as follows:

~~Members of the City Council shall be elected from the community at large without regard to their geographical residence within the City in accord with the terms and conditions of incorporation imposed by the Riverside County Local Agency Formation Commission.~~

SECTION 2. Chapter 1.12 of the Wildomar Municipal Code is hereby amended by adding new Sections 1.12.020, 1.12.030 and 1.12.040 to read as follows:

Section 1.12.020. By-District Electoral System.

- A. Pursuant to California Government Code section 34886, Members of the City Council of the City of Wildomar shall be elected by-districts in five (5) single-member districts.
- B. (1) Beginning with the general municipal election in November 2016, Members of the City Council shall be elected in the electoral districts established by Section 1.12.030 and subsequently reapportioned as provided by State law. Elections shall take place on a by-district basis as that term is defined in California Government Code section 34871, meaning one Member of the City Council shall be elected from each district, by the voters of that district alone. Each Member of the City Council shall serve a four-year term until his or her successor is qualified.

- (2) Except as provided in subdivision (3) hereof, the Council Member elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must live in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to California Government Code section 34882 and Elections Code section 10227. Termination of residency in a district by a Council Member shall create an immediate vacancy for that Council district unless a substitute residence within the district is established within 30 days after the termination of residency.
- (3) Notwithstanding any other provision of this section, the Members of the City Council in office at the time the Ordinance codified in this chapter takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified. At the end of the term of each Council Member that Member's successor shall be elected on a by-district basis in the districts established in Section 1.12.030 and as provided in Section 1.12.040.

Section 1.12.030. Establishment of City Council Electoral Districts.

- A. Subject to Section 1.12.040, Members of the City Council shall be elected on a "by-district" basis from the Council districts described as follows:
 - (1) Council District 1 shall comprise all that portion of the City beginning at the intersection of Corydon Rd and Garden Rd on the western border of the City, thence proceeding southeasterly along Garden to Mission Trail; thence proceeding northerly along Mission Trail to Bundy Canyon Rd; thence proceeding easterly along Bundy Canyon Rd to the eastern border of Census Block 060650432741067; thence proceeding northerly along the eastern border of Census Block 060650432741067 and the western and northern borders of Census Block 060650432741054 to Crooked Arrow Dr and the border of Census Blocks 060650432741054 and 060650432741054; thence proceeding northwesterly along Crooked Arrow Dr to Crab Hollow Circle; thence proceeding northeasterly along Crab Hollow Circle to the eastern border of Census Block 060650432741011; thence proceeding northerly along the eastern border of Census Block 060650432741011 to the City border; thence proceeding counter-clockwise along the City border to the point of beginning.
 - (2) Council District 2 shall comprise all that portion of the City beginning at the intersection of the City's eastern border and the southeastern corner of Census Block 060650432793022; thence proceeding southwest and northwest along the southern border of Census Block 060650432793022 to the intersection of Census Block 060650432793022, Census Block 060650432761000 and Farm Rd; thence proceeding southwest and west along the southern border of Census Blocks 060650432761000, 060650432761003 and 060650432792003 to the eastern edge of Census Block 060650432792012; thence proceeding southerly along

the eastern edge of Census Block 060650432792012 to Baxter Rd; thence proceeding easterly along the extension of Baxter Rd along the northern edge of Census Block 060650432792015 to Opalo Rd; thence proceeding southerly along Opalo Rd to Rosita Dr; thence proceeding southeasterly along Rosita Dr to Portola Pl; thence proceeding southerly along Portola Pl and its extension southerly between 24175 Brillante Dr on the east and 24161 Brillante Dr on the west and continuing southerly between 24154 Senna Dr on the east and 24140 Senna Dr on the west; thence proceeding southerly along Iodine Springs Rd to La Estrella Dr; thence proceeding westerly along La Estrella Dr and its extension to the northern extension of Susan Dr; thence proceeding southerly to and along Susan Dr to Glazebrook Rd; thence proceeding westerly to the end of Glazebrook Rd and its extension to Interstate 15; thence proceeding northwesterly along I-15 to the intersection of I-15 and Baxter Rd; thence proceeding westerly along Baxter Rd to White St; thence proceeding northerly along White St to Walnut St; thence proceeding westerly along Walnut St to Almond St; thence proceeding northerly along Almond St to Bundy Canyon Rd thence proceeding easterly along Bundy Canyon Rd to the eastern border of Census Block 060650432741067; thence proceeding northerly along the eastern border of Census Block 060650432741067 and the western and northern borders of Census Block 060650432741054 to Crooked Arrow Dr at the border of Census Blocks 060650432741054 and 060650432741054; thence proceeding northwesterly along Crooked Arrow Dr to Crab Hollow Circle; thence proceeding northeasterly along Crab Hollow Circle to the eastern border of Census Block 060650432741011; thence proceeding northerly along the eastern border of Census Block 060650432741011 to the City border; thence proceeding clockwise along the City border to the point of beginning.

- (3) Council District 3 shall comprise all that portion of the City beginning at the intersection of Walnut St and Almond St; thence proceeding southerly along Almond St to Wesley St; thence proceeding southwesterly along Wesley St to Palomar St; thence proceeding southeasterly along Palomar St to Central St; thence proceeding southwesterly along Central St to Darby St; thence proceeding southeasterly along Darby St to S Pasadena St; thence proceeding northeasterly along S Pasadena St to Palomar St; thence proceeding southeasterly along Palomar St to Clinton Keith Rd; thence proceeding northeasterly along Clinton Keith Rd to Interstate 15; thence proceeding northwesterly along I-15 to the intersection of I-15 and Baxter Rd; thence proceeding westerly along Baxter Rd to White St; thence proceeding northerly along White St to Walnut St; thence proceeding westerly along Walnut St to the point of beginning.
- (4) Council District 4 shall comprise all that portion of the City beginning at the intersection of Corydon Rd and Garden Rd on the western border of the City, thence proceeding southeasterly along Garden to Mission Trail; thence proceeding northerly along Mission Trail to Bundy Canyon Rd;

thence proceeding easterly along Bundy Canyon Rd to Almond St; thence proceeding southerly along Almond St to Wesley St; thence proceeding southwesterly along Wesley St to Palomar St; thence proceeding southeasterly along Palomar St to Central St; thence proceeding southwesterly along Central St to Darby St; thence proceeding southeasterly along Darby St to Penrose St; thence proceeding southwesterly along Penrose St to Grand Ave; thence proceeding southeasterly along Grand Ave to its intersection with the City border approximately 700 feet southeast of the intersection of Grand Ave and Jane Ct; thence proceeding clockwise along the City border to the point of beginning.

(5) Council District 5 shall comprise all that portion of the City beginning at the intersection of the City's eastern border and the southeastern corner of Census Block 060650432793022; thence proceeding southwest and northwest along the southern border of Census Block 060650432793022 to the intersection of Census Block 060650432793022, Census Block 060650432761000 and Farm Rd; thence proceeding southwest and west along the southern border of Census Blocks 060650432761000, 060650432761003 and 060650432792003 to the eastern edge of Census Block 060650432792012; thence proceeding southerly along the eastern edge of Census Block 060650432792012 to Baxter Rd; thence proceeding easterly along the extension of Baxter Rd along the northern edge of Census Block 060650432792015 to Opalo Rd; thence proceeding southerly along Opalo Rd to Rosita Dr; thence proceeding southeasterly along Rosita Dr to Portola Pl; thence proceeding southerly along Portola Pl and its extension southerly between 24175 Brillante Dr on the east and 24161 Brillante Dr on the west and continuing southerly between 24154 Senna Dr on the east and 24140 Senna Dr on the west; thence proceeding southerly along Iodine Springs Rd to La Estrella Dr; thence proceeding westerly along La Estrella Dr to Susan Dr; thence proceeding southerly along Susan Dr to Glazebrook Rd; thence proceeding westerly to the end of Glazebrook Rd and its extension to Interstate 15; thence proceeding southerly along I-15 to Clinton Keith Rd; thence proceeding southwesterly along Clinton Keith Rd to Palomar St; thence proceeding northwesterly along Palomar St to S Pasadena St; thence proceeding southwesterly along S Pasadena St to Darby St; thence proceeding northwesterly along Darby St to Penrose St; thence proceeding southwesterly along Penrose St to Grand Ave; thence proceeding southeasterly along Grand Ave to its intersection with the City border approximately 700 feet southeast of the intersection of Grand Ave and Jane Ct; thence proceeding counter-clockwise along the City border to the point of beginning.

B. The Council districts specified in subdivision (A) shall continue in effect until they are amended or repealed in accordance with law.

Section 1.12.040. Election Schedule.

Council Members shall be elected in Council Districts 2 and 4 beginning at the General Municipal Election in November, 2016, and every four years thereafter. Council Members shall be elected from Council Districts 1, 3, and 5 beginning at the General Municipal Election in November, 2018, and every four years thereafter.

SECTION 3. Implementation.

A map showing the districts described in the Ordinance codified in this chapter is attached hereto as Exhibit 1 and incorporated by this reference. To the extent there is a conflict between the descriptions contained in the Ordinance codified in this chapter and the map incorporated herein, the map shall prevail.

If necessary to facilitate the implementation of this Ordinance, the City Clerk is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk shall consult with the City Manager and City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

SECTION 4. Effective Date.

This Ordinance shall be effective 30 days from and after its final passage.

SECTION 5. Inconsistencies.

To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior City ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof.

SECTION 6. Interpretation.

In interpreting this Ordinance or resolving any ambiguity, this Ordinance shall be interpreted in a manner that effectively accomplishes its stated purposes.

SECTION 7. Severability.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Wildomar hereby declares they would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 8. The City clerk shall certify to the passage of this Ordinance; shall enter the same in the book of original Ordinances of the City; shall make a minute of the passage and adoption thereof in the record of the proceedings of the City Council at which the same is passed and adopted; and shall, within 15 days after the passage and adoption hereof, cause a summary thereof to be published in a newspaper of general circulation, as defined in Government Code section 6008, for the City of Wildomar. This Ordinance shall take effect 30 days after its adoption.

PASSED, APPROVED AND ADOPTED this 9th day of March, 2016.

Bridgette Moore
Mayor

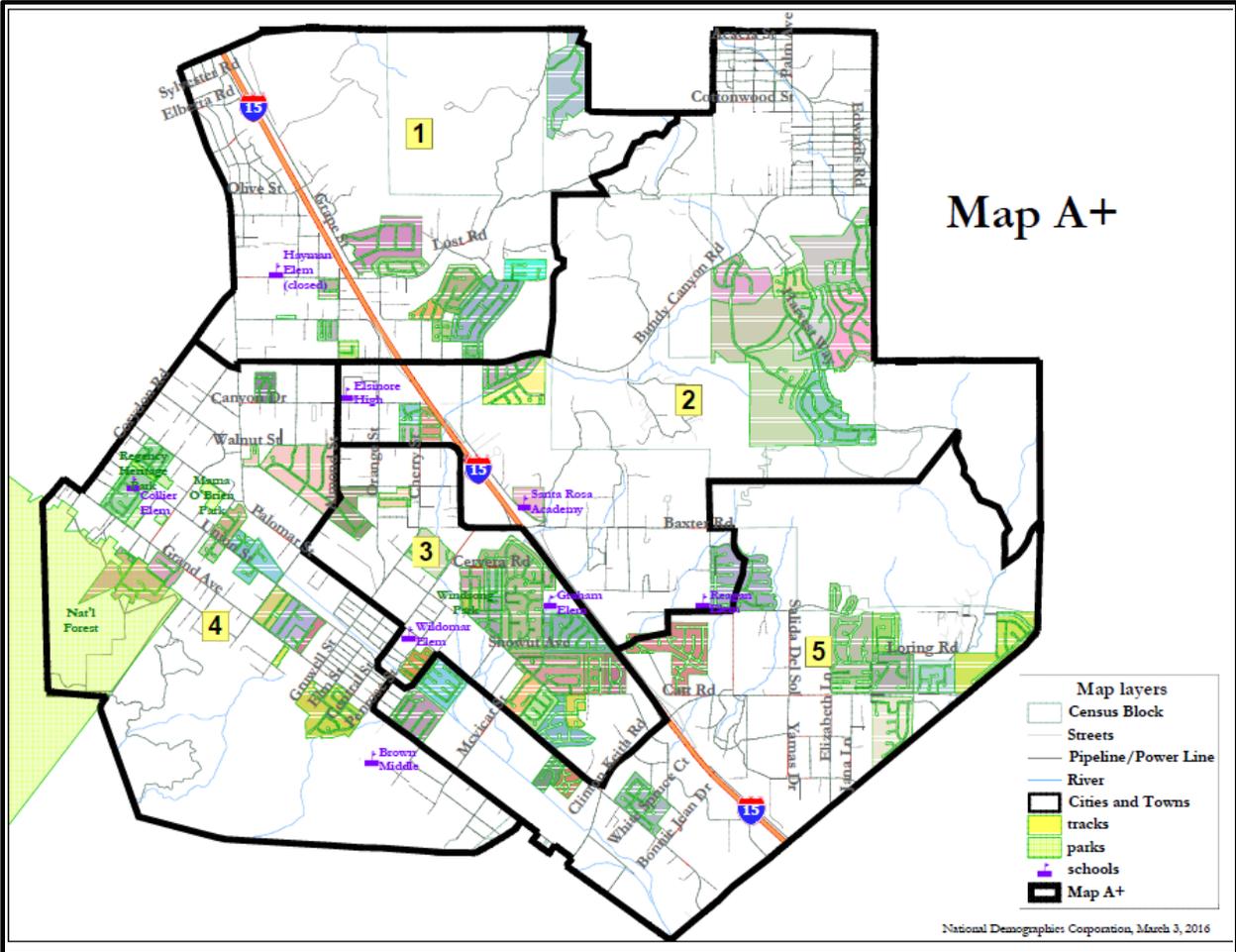
APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

Exhibit 1 MAP OF ELECTORAL DISTRICTS



CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.11
CONSENT CALENDAR
Meeting Date: April 13, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Ordinance No. 119 Second Reading – Zoning Ordinance Amendment No. 15-04 – Pre-Application Review (PAR) Code Amendment

STAFF REPORT

RECOMMENDATION:

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

ORDINANCE NO. 119

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING AN EXEMPTION IN ACCORDANCE WITH SECTION
15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
GUIDELINES AND APPROVING AN AMENDMENT TO THE WILDOMAR
MUNICIPAL CODE TO MOVE THE PROVISIONS OF CHAPTER 15.68 RELATED
TO THE CITY'S PRE-APPLICATION REVIEW (PAR) PROCESS TO CHAPTER
17.214 (A NEW CHAPTER)

DISCUSSION:

The City Council approved the first reading of Ordinance No. 119 at the March 9, 2016 Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 119.

Submitted by:
Matthew Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENT

Ordinance No. 119

ORDINANCE NO. 119

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION IN ACCORDANCE WITH SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND AN APPROVING AN ORDINANCE AMENDING THE WILDOMAR MUNICIPAL CODE TO MOVE THE PROVISIONS OF SECTION 15.68 RELATED TO THE CITY'S PRE-APPLICATION REVIEW (PAR) PROCESS TO SECTION 17.214 OF THE ZONING ORDINANCE

WHEREAS, the Planning Department has proposed to amend Title 15 and Title 17 of the Wildomar Municipal Code regarding the City's Pre-Application Review (PAR) process; and

WHEREAS, in accordance with Chapter 17.280 of the Wildomar Municipal Code, the City Council has the authority to take action on, and recommend adoption by the City Council of Zoning Ordinance Amendment No. 15-04; and

WHEREAS, in accordance with Chapter 17.04 of the Wildomar Municipal Code, the Planning Department, on February 26, 2016, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of a City Council public hearing set for March 9, 2016 regarding Zoning Ordinance Amendment No. 15-04; and

WHEREAS, in accordance with Chapter 17.280 of the Wildomar Municipal Code, on March 9, 2016, the City Council of the City of Wildomar, conducted the duly noticed public hearing, at which time interested persons had an opportunity to testify in support of, or opposition to Zoning Ordinance Amendment No. 15-04, and at which time the City Council received public testimony concerning Zoning Ordinance Amendment No. 15-04.

THE CITY COUNCIL OF THE CITY OF WILDOMAR HEREBY DOES ORDAIN AS FOLLOWS:

SECTION 1: CEQA/ENVIRONMENTAL DETERMINATION.

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), the City Council has determined that the adoption of the proposed amendment has no potential to cause a significant adverse impact on the environment whatsoever. Therefore, Zoning Ordinance Amendment No. 15-04 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3) which states "that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the

activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

SECTION 2: AMENDMENT TO THE MUNICIPAL CODE

Chapter 15.68 (Pre-Application Review Procedures for Development Proposals) of the Wildomar Municipal Code is hereby deleted in its entirety.

SECTION 3: AMENDMENT TO THE ZONING ORDINANCE

Title 17 (Zoning Ordinance) of the Wildomar Municipal Code is hereby amended to add a new chapter (17.214 - Pre-Application Review Procedures for Development Proposals) to read as follows:

“Chapter 17.214 PRE-APPLICATION REVIEW PROCEDURES FOR DEVELOPMENT PROPOSALS

17.214.010 Purpose.

Pre-application review (PAR) is an optional procedure for all development proposals identified below as Category 1, Category 2 or Category 3 proposals. The purpose of PAR is to:

- A. Advise a prospective applicant of current City standards and requirements;
- B. Assess whether a prospective applicant’s development proposal is consistent with current City standards and requirements before an application is actually filed and fees are paid;
- C. Shorten the length of time required to process a development proposal once it has been accepted for processing;
- D. Encourage development proposal designs which are sensitive to environmental and developmental constraints and which lessen the need for subsequent costly and time consuming redesigns;
- E. Provide a written record of staff’s assessment of a development proposal in the form of a PAR letter;
- F. Limit requests for special studies to those identified in the PAR letter.

17.214.020 Classifications and exemptions.

Development proposals which are subject to PAR are divided into three categories on the basis of their relative complexity. The simplest proposals are classified as Category 1 proposals. The most complex proposals are classified as Category 3 proposals.

- A. Category 1 proposals consist of the following:
 - 1. Temporary outdoor events;
 - 2. Temporary use permits;
 - 3. Variances filed alone;
 - 4. Kennels and catteries;
 - 5. Accessory wind energy conversion systems permits.

- B. Category 2 proposals consist of the following:
 - 1. General plan amendments;
 - 2. Amendments to specific plans;
 - 3. Hazardous waste facility siting permits;
 - 4. Conditional use permits;
 - 5. Public use permits;
 - 6. Plot plans;
 - 7. Revised permits;
 - 8. Parcel maps - residential;
 - 9. Parcel maps - revised;
 - 10. Tract maps - revised multifamily;
 - 11. Tract maps - revised single-family residential;
 - 12. Vesting maps - residential parcel maps.

- C. Category 3 proposals consist of the following:
 - 1. Specific plans;
 - 2. Surface mining permits;
 - 3. Parcel maps - commercial and industrial maps;

4. Tract maps - multifamily;
5. Tract maps - single-family residential;
6. Vesting maps:
 - a. Parcel maps - commercial and industrial,
 - b. Tract maps - statutory condominiums,
 - c. Tract maps - single-family residential;
7. Commercial wind energy conversion systems permits.

17.214.030 Applications.

- A. Every PAR application shall be made in writing to the Planning Director on the forms provided by the Planning Department. The application shall be accompanied by the filing fee set forth in Title 3.44 of the WMC. All primary exhibits or maps submitted with an application must be clearly drawn and legible.
- B. The amount of information which an applicant must submit with a PAR application increases with the complexity of the development proposal. The information required under subsections C and D of this section is considered to be the minimum required, and the Planning Director may require additional information if the information submitted does not adequately define the proposal.
- C. Applicants with Category 1 proposals must submit a PAR exhibit containing the following information:
 1. Name, address and telephone number of the applicant;
 2. Name, address and telephone number of the land owner;
 3. Name, address and telephone number of the map or exhibit preparer;
 4. Assessor's parcel number(s) and, if available, the property's address;
 5. Scale of the exhibit (i.e., number of feet per inch). The exhibit must use an engineer's scale (i.e., one inch equals 10 feet or an even multiple of 10 feet). An architect's scale is only acceptable for floor plans, elevations and landscaping plans;
 6. North arrow;

7. Title of the exhibit (e.g., "Temporary Use Permit," "Plot Plan," "Tract Map No.," etc.);
 8. Proposed improvement schedule (i.e., Schedule "A," "B," "C," etc.) where applicable;
 9. Overall dimensions and approximate total net and gross acreage of the property;
 10. Project boundary lines;
 11. Existing and proposed zoning and land use of property as well as existing zoning and land use of surrounding property;
 12. Circulation:
 - a. Location and dimensions of existing and proposed ingress and egress, and methods of vehicular circulation,
 - b. Any off-site rights-of-way that may be required for access or alternate access to or from the project site as may be required by Section 16.08.020(l);
 13. Waste disposal system proposed (i.e., subsurface septic system or sewer);
 14. Location and dimensions of existing dwellings, buildings or other structures, labeled as existing, and indicating whether they will remain or be removed;
 15. Setback dimensions of existing structures and paved areas that are to remain;
 16. Uniform Building Code occupancy group and construction type for all existing and proposed structures;
 17. Vicinity map inset showing the site's relationship to major highways, access roads, and cities. Paved roads both existing and proposed must be labeled or shown by heavy dark lines. Streets, alleys, and rights-of-ways providing legal access to the property must be indicated. A north arrow for the vicinity map inset is also required.
- D. In addition to the items listed for Category 1 proposals, applicants for Category 2 and Category 3 proposals must submit a PAR exhibit containing the following additional items:

1. Contour lines showing the existing topography of the property, with the source(s) of the contour lines identified. When adjacent property is unimproved or vacant, the contour lines must extend sufficiently beyond the boundaries of the subject property to include land needed for off-site improvements such as roads, channels, or manufactured slopes. When adjacent property is not unimproved or vacant, contour lines need only extend enough beyond the boundaries of the subject property to determine compatibility with adjacent property. Maximum contour interval should be five feet with no less than two contour lines provided on any application. Flood control district and Transportation Department base maps are acceptable sources of information. Topography from U.S.G.S. maps may be used only when more detailed information is not available. Additional topography may be required if deemed necessary;
2. FEMA mapped floodplains and floodways including zone designations;
3. The above and below ground location(s) and amount(s) of flammable/combustible liquids and waste oil;
4. For land divisions:
 - a. Proposed lot lines and approximate lot dimensions, or
 - b. Proposed boundary lines and approximate dimensions for each lot or space in the case of mobile homes or recreational vehicles.

The exact dimensions of each lot, space or site are unnecessary. For example, although there may be some variation in size and/or shape, if most lots are expected to be a 60-foot-wide and 100-foot-deep rectangle, then all lots may be represented this way on the PAR exhibit;

5. If the project is within a specific plan, the specific plan planning area number and the land use designation of the subject property and all surrounding property;
6. For condominiums, mobile home parks, or recreational vehicle parks:
 - a. Number each condominium, mobile home, or recreational vehicle space and indicate the total number of each type of unit, lot or space,
 - b. Delineate common areas, open space, and recreational areas. For each area, give its dimensions, acreage, any proposed uses, and the name of the proposed owner(s) or entity(ies) who will maintain it.

The exact dimensions of each lot, space or site are unnecessary. For example, although there may be some variation in size and/or shape, if

most lots are expected to be a 60-foot-wide and 100-foot-deep rectangle, then all lots may be represented this way on the PAR exhibit;

7. As required by Title 16, a restricted single-family residential subdivision (i.e., R-2 zone), shall provide the following: building footprints, floor plan assignments, proposed setbacks, pad elevations, street grades, and all cut and fill slopes in excess of one foot in vertical height.

17.214.040 Procedures.

Once the Planning Director determines that a PAR application is complete, the Planning Director shall:

- A. Notify affected City departments and agencies and affected special districts that the applicant has submitted a PAR application;
- B. Conduct a PAR session concerning the development proposal at the next regularly scheduled review session occurring after the affected departments, agencies and special districts have had at least two (2) weeks to review the proposal. The applicant and a representative from each affected department, agency and special district (hereinafter "staff") shall be present during the session and, if any such representative is not present, the City shall immediately refund to the applicant the full amount of the filing fee referenced in Section 17.214.030;
- C. Within three weeks after the PAR session, prepare and mail the applicant a PAR letter, described in Section 17.214.060, summarizing the requirements and recommendations of staff.

17.214.050 Pre-application review.

At the PAR session, the applicant shall present a brief overview of the development proposal. Staff shall be prepared to discuss the proposal in detail and to identify any major issues that may arise if the proposal is processed. The session shall be limited to one hour in duration. If additional time is required, this can be arranged at an additional cost to the applicant. If, at the end of the session, the status of some issues remain unresolved, staff shall identify those issues and/or include any additional recommendations or study requests in the applicant's PAR letter described in Section 17.68.060.

17.214.060 Pre-application review letter.

- A. The PAR letter shall contain staff comments on the applicant's development proposal, but shall not constitute or be considered approval of the development proposal. Although the content of the PAR letter will depend on the type of proposal, its proposed location, the background information provided by the applicant, and other factors, the letter shall generally provide the applicant with the following types of information:

1. Any applications which must be filed to process the proposal as well as any timing requirements associated with filing such applications. Applications which may be required include but are not limited to the following: General Plan amendments, specific plans, changes of zone, tract maps, and parcel maps;
 2. Any special studies which must be filed to process the proposal as well as any timing requirements associated with filing such special studies. Special studies which may be required include but are not limited to the following: fiscal impact, service and infrastructure impact, private debt burden, biological, archeological, paleontological, geological, flood, traffic, slope stability and noise studies;
 3. Any special plans which must be filed to process the proposal. Special plans which may be required include but are not limited to the following: conceptual grading plans, detailed grading plans, stormwater pollution prevention plans, dust control plans, and area development plans;
 4. Current fees including but not limited to the following: application fees, mitigation fees (e.g., signal mitigation fees or area drainage fees), and special district fees administered by the City (e.g., road and bridge benefit district fees);
 5. Any major environmental issues associated with the proposal, including the possible need for an EIR subject to the anticipated environmental assessment;
 6. Any major design considerations associated with the proposal (e.g., internal drainage design or limitations on density);
 7. The availability of water, sewer, and fire flow rate;
 8. The concerns remaining for the proposal, if any;
 9. The changes that staff will require before making an approval recommendation, or a statement that an approval recommendation will not be made given the proposal's present configuration;
 10. Findings required for the necessary permit or approval.
- B. No issues other than those identified in the PAR letter shall be raised by staff during processing of the development proposal. The PAR letter shall be valid for two years from the date thereof, unless a shorter period is specified in the letter.

- C. Where the Planning Director subsequently determines, however, that conditions have changed or that the existing information does not fully address all significant concerns, staff may require an additional study or studies not specified in the PAR letter. Similarly, City and special district policies may change during the letter's two-year life, and policy recommendations, which were valid when the letter was issued, may or may not be valid when the development proposal is filed and processed. In such cases, the development application will be subject to City and special district policies in effect at the time of filing or hearing, whichever is appropriate. State and federal policies and laws unknown or not effective at the time of PAR may also affect the subsequent application.
- D. Notwithstanding the above, the PAR letter shall not in any manner whatsoever bind the appropriate hearing officer or body and shall not preclude such hearing officer or body from requiring additional information or studies or from making additional recommendations in the course of the decision-making process.

17.214.070 Revisions.

The PAR letter shall apply to the development proposal described in the PAR application and discussed at the PAR session. Substantial revisions to the proposal after issuance of the PAR letter which do not conform to the comments of the letter shall invalidate the letter. To process a substantially revised proposal, a new PAR application and a new application fee will be required of the applicant. For purposes of this section, the Planning Director shall determine whether or not revisions made are substantial.”

SECTION 4. SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 6. PUBLICATION.

The city clerk is directed to certify the adoption of this ordinance and cause it to be published in the manner required by law.

SECTION 7. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this 13th day of April, 2016

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: April 13, 2016

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: Partnership for Community Health and Fitness Fair June 4, 2016

STAFF REPORT

RECOMMENDATION:

The Parks Subcommittee recommends that the City Council discuss and approve the opportunities to partner with local organizations at the Community Health and Fitness Fair.

BACKGROUND/ DISCUSSION:

Staff received interest from local organizations to partner with the City for the Community Health and Fitness Fair to be held at Marna O'Brien Park on June 4, 2016. Specifically, the local ALS One organization has offered to sponsor and run a 5k event on that day. A Parks Subcommittee meeting was held on March 30, 2016 and it is their recommendation to the Council to approve this and other local partnerships.

FISCAL IMPACTS:

Possible cost reduction with assistance from other organizations.

Submitted & Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Letter Requesting Partnership for ALS One 5k

Attachment A



Erin Hartley
Owner/Operator
21827 Heliotrope Lane, Wildomar, CA 92565;
Cell: (858) 735-4443
www.exerciseforvitality.com

March 29, 2016

Honorable Bridgette Moore and
Council Members
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Subject: Request to be Placed on April 13, 2016 Council Meeting

Dear Mayor Moore and Council Members,

Please accept this letter as a formal request for *Exercise For Vitality EFV*, a local fitness company located in Wildomar, to partner with the City of Wildomar in sponsoring a 5k Race *ONE RUN FOR LIFE* on June 4, 2016, with all proceeds going to the ALS One Foundation. ALS One is a 501 non-profit with the sole mission of raising awareness and funding for the individuals and their families faced with the life altering impact of Amyotrophic Lateral Sclerosis (ALS).

ALS is a progressive neurodegenerative disease that presently has no treatment and no hope for a cure. Even at the early stage of diagnosis individuals are faced with exhaustive testing and a process of elimination of other possible causes before a diagnosis is made and thus have to live in limbo for far too long. The need for greater awareness and funding for research is **urgent**. ALS One Foundation is working in partnership with doctors who are dedicated to finding treatment and with sufficient funding believe there is reason to hope that treatments can be found. More information and testimonials about their efforts can be found at www.alsone.org.

Like so many I had limited knowledge of ALS until it hit close to home with my Uncle John Kelly being diagnosed at the age of 59 with Primary Lateral Sclerosis, a disease closely aligned to ALS. It was because of his example to not sit back but to join in the ALS One movement that inspired me to organize this race and join in his fight. The courage and example of my Uncle in facing the life altering impact this illness has presented has been powerful and I am hoping that together with the City of Wildomar we can spread his powerful message that no challenge is too great!

I thank you in advance for your consideration and look forward to joining the City of Wildomar in the ALS One Movement.

Respectfully yours,

Erin Hartley

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: April 13, 2016

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: Community Meeting Room Rental Policy – Non-Business Hours

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council review and consider adopting the Community Meeting Room Rental Policy and Fee for Use during Non-Business Hours.

BACKGROUND/DISCUSSION:

Last September the City Council approved the Community Meeting Room Rental Policy and fee. The approval authorized Community rooms be available for rental on a first-come, first-serve basis from the hours of 8:00 a.m. to 10:00 p.m., except Wednesdays and Sundays. Recent review of this policy recommends the changing of and addition of providing rental availability for non-business hours. The non-business hours are recommended to be defined as 5:00 p.m. to 10:00 p.m. Monday through Friday; Saturday and Sunday 8:00 a.m. to 5:00 p.m. Wednesday evenings are not available for rental due to planned City activities. The non-business hours' rental requests would be issued on an expectation basis, determined by the City Manager and staffing availability for the requested time.

Facility Deposit- (No change to existing policy)

Staff recommends a \$100 facility deposit. The deposit is fully refundable and will be refunded upon staff's review of the condition of the room. Should it be required, the cost of cleaning and or damage repairs will be deducted from the deposit.

Processing Fee - (No change to existing policy)

Staff recommends a one time processing fee, per reservation, of \$30 for Wildomar residents, businesses or non-profit organizations and \$45 for non-Wildomar residents, businesses or all organizations. This fee is in addition to the hourly room rental fee and will be used to recover administrative costs associated with reservations and securing the room.

Rental Fee

Staff recommends an hourly rental fee of \$30 (full cost recovery), per room, for Wildomar residents, businesses or non-profit organizations, non-Wildomar residents, businesses or all organizations.

A two hour minimum is required and if a second room is rented at the same time and by the same organization, the regular room rental rate applies to the second room.

Staff Support

Any individual or group that requires additional staff support will be charged as appropriate. The \$30.00 per hour fee includes the availability of one City representative during the rental period. Should staff be needed for set-up and take down of tables, chairs and other special requirements such as audio/visual support that is an additional cost for the different skill set.

FISCAL IMPACT:

None as the fee is designed to cover the cost.

Submitted and Approved By:

Gary Nordquist

City Manager

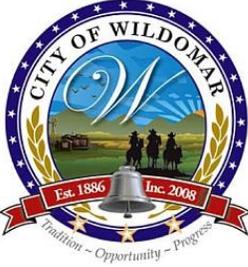
ATTACHMENTS:

A. Community Room Rental Policy – Non Business Hours and Fee

B. User Fee Analyses- Non Business Hours

Attachment A

CITY OF WILDOMAR

	ADMINISTRATIVE POLICY NO. CS3	
	COMMUNITY MEETING ROOM RENTAL POLICY- Non-Business Hours	
	Original Issue: 04/13/2016	Effective: 05/01/2016
	Current Issue: 04/13/2016	Effective: 05/01/2016

PURPOSE AND SCOPE

The purpose of this policy is to identify the procedures, fees and responsibilities associated with the use and rental of the community meeting rooms located at Wildomar City Hall during Non-Business Hours. This policy does not apply to the use of the community meeting rooms for City-sponsored events or City business.

GENERAL RULES AND REGULATIONS

The City of Wildomar does not allow the following inside the facility:

- A. No affixing decorations to the walls, floors, ceiling or stage.
- B. No glitter or confetti of any kind.
- C. Nails, glue, tape, staples or thumbtacks are strictly prohibited on the walls, floors ceiling and stage.
- D. Parking lot spaces may not be saved or roped off for events.
- E. No smoking, candles, or other open flame devices allowed.

ELIGIBILITY TO RENT FACILITY

The community meeting rooms are available for rental on a first-come, first-serve basis, except as follows:

- A. Individuals must be at least 21 years of age to rent the facility.
- B. The person or group renting the facility must agree to indemnify the City and its employees, officers and agents from and against any liability related to the rental of the facility by the person or group, including personal injury and property damage.

FACILITY AVAILABILITY

The facility will be available for rental during non-business hours from the hours of 5:00 p.m. to 10:00 p.m., Monday through Friday, except Wednesdays, and 8:00 a.m. to 10:00 p.m. on Saturdays and Sundays. The event is to conclude by 10:00 p.m., with

breakdown completed by 11:00 p.m. Schedule time is critical. Any party exceeding the scheduled closing time will be charged the hourly fee applicable at the time of rental for any portion of an hour in excess of the scheduled closing time, to be taken out of deposit.

RENTAL PROCEDURE

1. The City of Wildomar must receive a request to rent the community meeting room at least 30 days in advance of the requested rental date and no earlier than 1 year prior to the requested reservation date.

2. The Applicant must submit a completed Community Meeting Room Rental Form to the City with the requested rental date. The Rental Form must be submitted in person at City Hall, 23873 Clinton Keith Road Suite 201. Applications will be accepted during City Hall's regular business hours, up to 15 minutes before closing.

3. Rental fees will be charged by the hour. All rental fees, including a facility deposit of \$100 minimum, must be paid in full at the time the rental form is submitted. Any additional charges incurred by the applicant will be paid in full within the time frame set by City staff.

4. Any requested changes in scheduled rental hours, number of people attending, or meeting plans desired by the applicant that deviate from the original completed Community Meeting Rental Form must be presented to the City at least 10 working days prior to the approved rental date.

5. Applicant must provide a certificate of insurance providing evidence of general liability insurance coverage in the minimum amount of \$1,000,000 combined single limit and an additional insured endorsement naming the City of Wildomar, its officers, employees and agents as additional insured. The certificate of insurance must be submitted no later than 10 days prior to the event. The City will cancel the rental reservation if the certificate of insurance is not provided in a timely fashion. Insurance is also available for purchase through the City's insurance provider. Submit the Coverage Request form with your application to receive a quote.

6. In the event of a cancellation, by applicant, notice of cancellation must be given to the City at least 72 hours prior to the scheduled rental date. Any cancellation by the applicant made less than 72 hours prior to the meeting date will result in a 10% cancellation fee and a \$10 processing fee, excluding the facility deposit which will be refunded.

7. The City may deny any request to rent a room where the use of the room proposed by the applicant would be a violation of federal, state or local law or this policy, the applicant does not submit a complete application form or the required rental fees or facility deposits, or the City Manager finds that the proposed use would present an immediate threat to the public health, safety or welfare.

RENTAL CONDITIONS

1. An employee of the City of Wildomar must be present in the facility or available at City Hall during the time the facility is being rented. There is an additional staff fee imposed for rental of the facility outside of City Hall's regular business hours.
2. It shall be the responsibility of each reservation applicant to leave the facility clean and orderly. When using City tables and chairs, the applicant shall be responsible for their set-up and return to proper storage space. Sink, counter top and refrigerator will be cleaned properly after each use by the applicant. Costs for any damages or cleaning will be paid for from the facility deposit and/or the insurance coverage provided.
3. Trash cans and liners will be provided by the City. The renter is responsible for disposing all of their trash into the outside dumpsters. It is the responsibility of the renter to see staff for assistance, if needed.
4. The kitchen at the facility is not intended for cooking, but is to provide a convenient space for the preparation of pre-prepared/ready-to-serve foods. The City is not responsible for supplying paper goods, cups, food, tea, coffee, condiments and/or containers.
5. No alcoholic beverages are allowed without the proper permit from Alcohol and Beverage Control (ABC). Any renter providing alcohol must provide proof of ABC license (liquor license) 14 working days prior to the rental date. You can obtain an ABC license by calling the Department of Alcohol Beverage Control at (951) 782-4400. It is the responsibility of the applicant to obtain the proper license. Failure to follow this policy will result in immediate closure of the facility and deposit forfeited.
6. Except where the facility deposit is fully or partially forfeited pursuant to this policy, the City of Wildomar will issue a refund check for the deposit provided that the facility was cleaned and undamaged after the meeting and that no unlawful activity took place during the event. Refund checks will be issued only to the group, organization or individual who submitted the original payment. Allow 30 days for the check to be processed.
7. Any event violating this policy at any time during the use of the facility will be closed down immediately by staff or the Wildomar Police Department and the renter will be granted time only to clean the facility. All other guests or participants of said meeting, other than those cleaning, will be instructed to leave the premises.
8. Any renter granted the use of facility shall use it only for such purposes as specified by the renter on the Reservation Form.
9. No audio/ visual equipment is available. You may bring your own audio/visual equipment if you prefer.

10. The renter is responsible for all persons present in the facility during the rental hours. All youth in attendance must be supervised at all times.

11. The City of Wildomar is not liable for any lost, stolen, or damaged property.

12. Permission to use the facility does not constitute an endorsement of any organization's beliefs, policies, or procedures by the City of Wildomar or its employees.

Attachment B

User Fee Determination

Cost Analysis Worksheet

Exhibit 1



User Fee Description	Fund	Program	Account	Agency/Department/	Date
Community Meeting Room Rental - Hourly Rate - Off Hours	100		TBD	Community Services	4/13/2016

Description of Service, Demand, Subsidy and Other Comments:

Room rentals are based on a per hour cost rate. The Community Rooms are available for daily use between 8:00 a.m. and 5:00 p.m. Monday through Friday. On an exception basis, determined by the City Manager, if staff is available to facilitate the use of the rooms during non-business hours (5:00 pm to 10:00 pm and Saturday and Sunday 8:00 a.m. to 5:00 p.m.) a rental may occur at the Off Hour rate (no rentals on Wednesday evening). There are two separate rooms available for use and this fee applies to the first room rental (two hour minimum). A second room rented at the same time and by the same organization is charged the regular room rental rate per hour. The dias section of the room is not available for non-city use. The room rental hourly fee is in addition to the one time rental reservation processing fee and the room deposit.

Personnel Costs

Position	Rates*				Hours by Position Per Unit	Total Labor Cost per Unit of
	Hourly Rate	Paid Benefit Rate	Department Rate	Total Burdened Labor Cost / Hr.		
City Staff or Contracted Services (Two Hour Minimum)	\$12.00	35.00%	11.00%	\$17.52	1.00	\$17.52
Total Burdened Personnel Costs per Unit of Service						\$17.52

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
Total Material & Rental Costs per Unit of Service			

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
City Lease Expense (1,275 sq ft/room at \$1.81/sq ft/mo=\$2,308/30 days=\$76.94/day/10 hours/day=\$7.70/hour.	\$7.70	1	\$7.70
Utilities	\$1.20	1	\$1.20
Total Other Costs per Unit of Service			8.90

Fee Comparison Data

Jurisdiction	Fee Per Hour	More or (Less) than Wildomar's Fee per Unit of Service	
		Dollars	Percentage
City of Wildomar (per room- Off Business hrs)	\$30.00		
City of Canyon Lake	na	\$ -	
City of Lake Elsinore	\$35.00	\$ 5.00	17%
City of Menifee	\$25.00	\$ (5.00)	-17%
City of Murrieta	\$15.00	\$ (15.00)	-50%
City of Temecula	\$50.00	\$ 20.00	67%

***Recommended Fees:

Wildomar "Resident"	\$30.00	Per Hour
Wildomar Bus. or "Non-Profit"	\$30.00	Per Hour
Non-Wildomar (Resid. or Any Org.)	\$30.00	Per Hour

Total Service Direct Costs	\$26.42
City-Wide General & Administrative* Rate @ 13.7%	\$3.62
Total Service Cost / Unit	\$30.04
Recommended Fee	\$30.00
Recommended fee Subsidy	\$0.04
Current Fee Amount	0
Fee Increase/(Decrease)	N/A
Annual Usage (Reserveable Hours)	20
Projected Annual Revenue Impact	\$600.00

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: April 13, 2016

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: All Wildomar 2017 Calendar-Photograph Contest

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize Staff to conduct a Community Calendar Photo Contest.

BACKGROUND/DISCUSSION:

Throughout the years, staff, volunteers and consultants have taken a variety of photos of programs and landmarks within the community. The photos have been utilized for marketing on the website, newsletter, and brochures. In an effort to update our photo data base, staff is continually looking for new photos and thought of conducting a photo contest selecting various photos to be published in a date calendar which could be distributed at City functions and facilities while promoting Wildomar.

City staff would like to host the date calendar photo contest calling for residents, businesses and organizations to submit photos, of places, faces, features, paintings, and local works of art, activities and events that capture the true essence of life in Wildomar.

The contest theme would be “All Wildomar” and is meant to engage and promote the community and highlight the natural beauty of the City

Entries would be due by a specific date, 5:00 p.m. June 30, 2016 and would be judged on technical quality (sharpness, correct exposure), content, composition, originality, theme and surroundings. The entries would be judged by a panel comprised of the Mayor, City Manager, Community Services Staff and Guest Judges invited by the Mayor. The winners will be recognized as their photos would be printed in the City's 2017 Calendar and posted to the City's website. Photos submitted would become property of the City and a photo release would be part of the contest rules.

FISCAL IMPACT:

There will be no fiscal impact as this program will be fully funded by sponsorships.

Submitted and Approved By:

Gary Nordquist

City Manager

ATTACHMENTS

All Wildomar Calendar Photo Contest Information

Attachment to Agenda Item

“All Wildomar” 2017 Calendar Photo Contest Entry Information

Amateur and professional photographers of all ages are invited to enter their best high resolution images celebrating our community in the City of Wildomar Calendar Photography Contest between April 18, 2016 and 5:00 p.m. June 30, 2016. Though we are calling this a “contest” there is no prizes award other than publishing of photos. Entering is easy, free and by email. For more information contact Janet Morales at 951-677-7751 or jmorales@cityofwildomar.org

CRITERIA: The mission of the contest is to celebrate “All Wildomar” therefore all photos entered must be taken within our city limits or directly adjacent hills, mountains, lakes, etc. Photos taken of locations outside the City of Wildomar will be disqualified, as will low resolution images that cannot be well reproduced in printed materials.

Be sure to set your camera or smart phone settings at the highest possible resolution for best results. Judging is by a panel comprised of the Mayor, City Manager, Community Services Staff and Guest Judges invited by the Mayor who will select images that best depict “All Wildomar”.

ELIGIBILITY:

All members of the community, and visitors to Wildomar, are eligible to enter. All ages.

WHAT TO ENTER:

We know that you take great pictures, but we are only going to choose one image per person. You may enter more than one image, but no more than one will be chosen. We ask you pick your favorite two photos per contestant that capture Wildomar’s beautiful environment, eclectic architecture, active people and vibrant community life, and submit your favorite photographs. The following are some categories you might want to consider for your photographs:

Environment—skylines, open spaces, creeks, trails, parks & wildlife

Architecture—urban design, cityscapes, landmarks & infrastructure

People—portraits of residents and participants in city sponsored events & classes

Community—scenes of education, volunteering, street/nightlife, celebrations, arts & cultural events

IMAGE REQUIREMENTS:

Eligible images from a digital camera or smart phone set at no less than 3 mega pixels high resolution or digitally scanned if from a non-digital camera must be in either JPG or PNG digital format at a file size of between 3 megabytes (minimum) and 9 megabytes (maximum) at 300 dpi (dots per inch) of sufficient resolution to print at 8 by 10 inch size without a loss of quality. Be sure to set your camera or smart phone settings at the highest possible resolution for best results.

RENAME YOUR FILES:

File names generated by the digital camera or scan must be RENAMED as follows: First and last name of contestant, and short title of photograph ending *with 2017calendarphotocontest* without using capital letters, spaces, underlines or dashes. For instance, if Janet Morales entered an architectural shot of the Wildomar’s School Bell Tower she would rename her photo entry:

janetmoralesWildomarchoolbell2017calendarphotocontest.jpg.

Please submit the image only--do not embed captions, words, watermarks or photographer's name on the image. The city will add the photographer's photo credit to any image it uses using a standard format.

SUBMIT YOUR PHOTOS BY EMAIL:

Entering is easy and free! Limit: One photo entry per emails. (You may enter two photos in the contest, but only one photo per email). Send file per email AS AN ATTACHMENT (do not embed image files in the message area) and send to:

2017calendarphotocontest@cityofwildomar.org

With the subject line....

2017 Calendar Photo Contest Entry

For the email the contestant MUST supply all the following information:

- A. On the email subject line: 2017 Calendar Photo Contest Entry
- B. In the message area enter:
 - First and last name of contestant:
 - Contact phone number:
 - Email address:
 - Date and location where photo was taken:

By submitting entries, the contestant acknowledges and agrees to the terms of the contest ENTRY AGREEMENT (read terms below).

ENTRY AGREEMENT

In submitting the attached photo(s) (PHOTO) to the City of Wildomar (CITY) and participating in the City of Wildomar 2017 Calendar Photo Contest I (we), (CONTESTANT), hereby warrant and agree to the following:

CONTESTANT warrants to CITY that he/she has lawful ownership rights to the PHOTO and acknowledges that once submitted, the PHOTO becomes the property of the CITY.

The PHOTO is the result of CONTESTANT'S sole artistic efforts unless otherwise stated above as collaboration.

Except as otherwise disclosed in writing to CITY in this submittal form, the PHOTO is unique and original and does not infringe upon any copyright or patent.

The PHOTO is free and clear of any lien. Except for title and possession, pursuant to the Copyright Act of 1976 (17 U.S.C. §101 et seq.), CONTESTANT will retain the copyright and all other rights in and to the PHOTO.

The CONTESTANT grants to CITY an irrevocable and non-exclusive worldwide license to reproduce, to distribute, and/or to display two- or three-dimensional reproductions of the PHOTO in any manner whatsoever relating to any CITY publication or event, including, without limitation:

Public display as well as reproduction on CITY items, such as print ads, postcards, posters, brochures, calendars, applications, television programs and the City website.

In addition the CITY will include CONTESTANT'S name somewhere on the document where the photo is used.

The CITY may alter images of the PHOTO as necessary to fit into reduced or enlarged format sizes.

The CITY may use the PHOTO on CITY merchandise and commercial items which may be sold for fundraising purposes.

Pursuant to 17 U.S.C. § 106A(3) and only to the extent that this Agreement differs, CONTESTANT expressly waives any rights that the he/she may have under Cal. Civ. Code § 987 or 17 U.S.C. §§ 101 et seq., including, without limitation, 17 U.S.C. §§ 106, 106A, and 113, or any successor statute(s) or regulation(s).

HOLD HARMLESS

CONTESTANT agrees to release CITY, its agents, officials, employees, and volunteers from and against all liability, including copyright or patent infringement claims or causes of action, arising out of this Agreement and claims arising from CONTESTANT'S participation in the City of Wildomar Photo Contest.

CONTESTANT agrees to defend (with counsel satisfactory to CITY), indemnify and hold City harmless and free from all liability, whether caused by passive negligence or otherwise, arising out of

CONTESTANT'S participation or association with the City of Wildomar Photo Contest. CONTESTANT agrees to pay all costs incident to any claim, including, without limitation, attorneys' fees. I agree that the above information is correct. I further agree that this agreement is intended to be as broad and inclusive as is permitted by the law of the State of California.

In compliance with the Americans with Disabilities Act, this document is available in alternate formats by contacting the City of Wildomar at 951-677-7751.

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
FEBRUARY 13, 2016**

CALL TO ORDER

The regular session of February 13, 2016, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Moore at 9:39 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Trustees Benoit, Cashman, Swanson, Vice Chair Walker, and Chair Moore. Members absent: None.

Staff in attendance: General Manager Nordquist, Assistant General Manager York, District Counsel Jex, and Clerk of the Board Lee.

PUBLIC COMMENTS

There were no speakers.

BOARD COMMUNICATIONS

Trustee Benoit stated the Boy Scout Eagle Scout project is going forward with memorial at the cemetery.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Trustee Benoit, seconded by Vice Chair Walker, to approve the agenda as presented.

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

4.0 CONSENT CALENDAR

A MOTION was made by Trustee Benoit, seconded by Vice Chair Walker, to

approve the Consent Calendar as presented.

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

4.1 Minutes – January 13, 2016 Regular Meeting

Approved the Minutes as submitted.

4.2 Warrant Register

Approved the following:

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

4.3 Treasurer's Report

Approved the Treasurer's Report for December, 2015.

5.0 PUBLIC HEARINGS

There were no items scheduled.

6.0 GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no report given.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business, Chair Moore declared the meeting adjourned at 9:40 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Bridgette Moore
Chair

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: April 13, 2016

TO: Chairman and Board of Trustees
FROM: James Riley, Finance Director
PREPARED BY: Rochelle Johnson, Finance
SUBJECT: Warrant Register

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 03-03-2016, in the amount of \$1,819.98;
2. Warrant Register dated 03-10-2016, in the amount of \$1,138.62;
3. Warrant Register dated 03-17-2016, in the amount of \$1,232.26;
4. Warrant Register dated 03-24-2016, in the amount of \$1,420.73 &
5. Warrant Register dated 03-31-2016, in the amount of \$1,841.26.

DISCUSSION:

The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

FISCAL IMPACT:

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

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Voucher List 03/03/2016

Voucher List 03/10/2016

Voucher List 03/17/2016

Voucher List 03/24/2016

Voucher List 03/31/2016

Voucher List
City of Wildomar

03/03/2016 4:49:19PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205847	3/3/2016	000367 CINTAS CORPORATION	55228227		STAFF UNIFORM MAINTENANCE	42.72
					Total :	42.72
205848	3/3/2016	000608 DEJONG, PETER	22416		CEMETERY DRINKING WATER	6.25
					Total :	6.25
205849	3/3/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	7894045		1/14/16-2/12/16 CEMETERY DRINKING WATER	359.17
					Total :	359.17
205850	3/3/2016	000631 LABOR READY	20629893 20656092		2/06/16-2/12/16 CEMETERY LABOR 2/13/16-2/19/16 CEMETERY LABOR	539.96 678.90
					Total :	1,218.86
205851	3/3/2016	000186 RIGHTWAY	119972		2/19/16-3/17/16 CEMETERY RESTROOM MAINTE	87.90
					Total :	87.90
205852	3/3/2016	000020 VERIZON	21916		2/19/16-3/18/16 CEMETERY VOICE/INTERNET	105.08
					Total :	105.08
6 Vouchers for bank code : wf						Bank total : 1,819.98
6 Vouchers in this report						Total vouchers : 1,819.98

Voucher List
City of Wildomar

03/10/2016 5:10:45PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205903	3/10/2016	000028 CALPERS	1964B		MARCH 2016 CEMETERY RETIREE PREMIUM	367.55
					Total :	367.55
205904	3/10/2016	000367 CINTAS CORPORATION	55230849		STAFF UNIFORM MAINTENANCE	42.72
					Total :	42.72
205905	3/10/2016	000608 DEJONG, PETER	30916		CEMETERY DRINKING WATER	12.25
					Total :	12.25
205906	3/10/2016	000631 LABOR READY	20674705		2/22/16-2/26/16 CEMETERY LABOR	716.10
					Total :	716.10
4 Vouchers for bank code : wf					Bank total :	1,138.62
4 Vouchers in this report					Total vouchers :	1,138.62

Voucher List
City of Wildomar

03/17/2016 5:12:59PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205929	3/17/2016	000456 ABLE TREE SERVICE	370351		PINE TREES TRIMMED - BACK CIRCLE - 3/10/	1,000.00
Total :						1,000.00
205930	3/17/2016	000367 CINTAS CORPORATION	55233505		STAFF UNIFORM MAINTENANCE	42.72
Total :						42.72
205931	3/17/2016	000011 CR&R INC.	285850		MARCH 2016 WASTE SERVICES - 3 YD COMMERC	129.54
Total :						129.54
205932	3/17/2016	000904 EMERGENCY RESPONSE SYSTEMS INC	R19233		4/1/16-6/30/16 CEMETERY ALARM MONITORING	60.00
Total :						60.00
4 Vouchers for bank code : wf						Bank total : 1,232.26
4 Vouchers in this report						Total vouchers : 1,232.26

Voucher List
City of Wildomar

03/24/2016 4:55:45PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
205929	3/17/2016	000456 ABLE TREE SERVICE	370351		PINE TREES TRIMMED - BACK CIRCLE - 3/10/	1,000.00	
					Total :	1,000.00	
205930	3/17/2016	000367 CINTAS CORPORATION	55233505		STAFF UNIFORM MAINTENANCE	42.72	
					Total :	42.72	
205931	3/17/2016	000011 CR&R INC.	285850		MARCH 2016 WASTE SERVICES - 3 YD COMMERC	129.54	
					Total :	129.54	
205932	3/17/2016	000904 EMERGENCY RESPONSE SYSTEMS INC	R19233		4/1/16-6/30/16 CEMETERY ALARM MONITORING	60.00	
					Total :	60.00	
205933	3/24/2016	000367 CINTAS CORPORATION	55236134		STAFF UNIFORM MAINTENANCE	42.72	
					Total :	42.72	
205934	3/24/2016	000608 DEJONG, PETER	32326		CEMETERY DRINKING WATER	6.25	
					Total :	6.25	
205935	3/24/2016	000631 LABOR READY	20695919		2/27/16-3/04/16 CEMETERY LABOR	139.50	
					Total :	139.50	
7 Vouchers for bank code : wf						Bank total :	1,420.73
7 Vouchers in this report						Total vouchers :	1,420.73

Voucher List
City of Wildomar

03/31/2016 10:34:13AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
205966	3/31/2016	000028 CALPERS	1983B		APRIL 2016 CEMETERY RETIREE PREMIUM	367.93
Total :						367.93
205967	3/31/2016	000367 CINTAS CORPORATION	55238821		STAFF UNIFORM MAINTENANCE	42.72
Total :						42.72
205968	3/31/2016	000631 LABOR READY	20736780		3/12/16-3/18/16 CEMETERY LABOR	697.50
Total :						697.50
205969	3/31/2016	000186 RIGHTWAY	123673		3/18/16-4/14/16 CEMETERY RESTROOM MAINTE	87.90
Total :						87.90
205970	3/31/2016	000824 SCHRADER, WILLIAM K	608400005397		REIMBURSEMENT FOR CEMETERY SUPPLIES	68.43
Total :						68.43
205971	3/31/2016	000094 STAUFFERS LAWN EQUIPMENT	249180 249181		CEMETERY DEPARTMENTAL SUPPLIES CEMETERY DEPARTMENTAL SUPPLIES	274.45 92.10
Total :						366.55
205972	3/31/2016	000593 TORRES, DANIEL	31016 5230009		REIMBURSEMENT - MILEAGE 3/10/16 REIMBURSEMENT - PARKING 3/10/16	81.00 10.00
Total :						91.00
205973	3/31/2016	000020 VERIZON	31916		3/19/16-4/18/16 CEMETERY VOICE/INTERNET	119.23
Total :						119.23
8 Vouchers for bank code : wf						Bank total : 1,841.26
8 Vouchers in this report						Total vouchers : 1,841.26

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: April 13, 2016

TO: Mayor and City Council Members
FROM: James R. Riley, CPA, Finance Director
PREPARED BY: Rochelle Johnson, Finance
SUBJECT: Treasurer's Report – February 2016

STAFF REPORT

RECOMMENDATION:

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

DISCUSSION:

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

FISCAL IMPACT:

None at this time.

Submitted by:
James R. Riley, CPA
Finance Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Treasurer's Report

**WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
February 2016**

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	\$ 124,260.45	\$ 124,260.45	\$ 124,260.45	100.00%	0	0.000%
TOTAL	\$ 124,260.45	\$ 124,260.45	\$ 124,260.45	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	\$ 124,796.33	\$	\$ (535.88)	\$ 124,260.45	0.000%
TOTAL	\$ 124,796.33	\$ -	\$ (535.88)	\$ 124,260.45	

TOTAL INVESTMENT \$ 124,260.45

In compliance with the California Code Section 53646, as the General Manager of the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.
I also certify that this report reflects all Government Agency pooled investments and all District's bank balances.

James R. Riley

4/5/2016

James R. Riley, CPA
Finance Director

Date

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.4
CONSENT CALENDAR
Meeting Date: April 13, 2016

TO: Chairman and Board of Trustees
FROM: Janet Morales, Senior Administrative Analyst
SUBJECT: Memorial Day Service Event 2016

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees allow Faith Baptist Church to conduct their Memorial Day Service at the Wildomar Cemetery.

BACKGROUND:

On March 22, 2016, Faith Baptist Church submitted a Special Event Application to the City and requested consideration to conduct their Memorial Day Service at the Wildomar Cemetery on May 30, 2016. This is an annual, well attended event that Faith Baptist Church has conducted at the Cemetery for several years.

DISCUSSION:

Review the application and scope of services needed for the event.

FISCAL IMPACTS:

None.

Submitted By:
Janet Morales
Senior Administrative Analyst

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Special Event Permit Application

Attachment A



CITY OF WILDOMAR

SPECIAL EVENTS APPLICATION & PERMIT PACKET

Conducting a Special Event in Wildomar

Would you like to host a Special Event in the City of Wildomar? Successful events depend on good planning. This Special Events Packet provides instructions to guide and assist you in the preparation and processing of your Special Event Permit.

The type of event and the kinds of activities you are planning determines which agencies you may need to contact.

Remember, you may also need other permits from other agencies such as Riverside County Health Department, Alcohol Beverage Control, or CAL FIRE.

Please read the entire Information packet and instructions before you begin completing the application form.

Most common questions will be answered as you read through the information. After reading the information packet, if you still have questions, you may call the Community Services Department at 951.677.7751.

This application form and all pertinent documents must be brought in person to the Community Services Department at

23873 Clinton Keith Rd Ste. 201
Monday-Thursday, 8:00 am – 5pm

Applications can take up to 30 days to route through all departments. There are no shortcuts to the processing of an application for a Special Events Permit so plan ahead.

Please print the Special Events Permit Packet in its entirety.

3. CONTACTS

Name of the Organization Sponsoring the Event: Faith Baptist Church

Is the organization a tax exempt, non-profit organization with an IRS 501 (c) letter?

Yes No

If yes the application must provide a letter from the organization authorizing the representative to apply for this permit on its behalf.

A letter must be included that indicates the name and address of the organization or individual who is financially responsible for any event fees and costs.

Name of Applicant: Rachel McDowell - Faith Baptist Church

Address: 21220 Walnut Street

City: Wildomar State: CA Zip Code: 92595

Phone: 951-245-8744 Cell: 951-903-3629

Email: rmedowell@fbcwildomar.com

Name of Alternate Applicant: Matt Banghart - Faith Baptist Church

Address: same

City: same State: same Zip Code: same

Phone: same Cell: 951-764-7376

Email: same

The Applicant or Alternate Contact must be available to answer questions regarding the event and the event application. They must also be available for any planning meetings scheduled prior to the event.

4. ON SITE CONTACT

Name of On Site Contact: Matt Banghart

Address: 21220 Walnut Street

City: Wildomar State: CA Zip Code: 92595

Phone: 951-245-8744 Cell: 951-764-7376

Email: mbanghart@fbcwildomar.com

The On Site contact must be available at the event site and in possession of the approved special event permit. The On Site Contact should have with them, the cell phone assigned to the above listed cell phone number during the entire event.

5. LOCATION

Location Description: Wildomar Cemetery

6. SITE PLAN

Site Diagram: Please complete a diagram of your event site using 8 1/2" x 11" size paper. The location of all stages, bleachers, grandstands, scaffolding, canopies, tents, portable toilets, booths, beer gardens, cooking areas and other temporary structures should be indicated. A 20-foot wide emergency access lane must be indicated throughout the event venue. Indicate exit points for events that are fenced or that occurs within tents or other structures.

Total Anticipated Attendance: 10,700 Daily Attendance: N/A

Times: 10:00 am To about 11:15-11:30 am

Streets Closed: N/A Setup Begins: 7:00 am

Event Begins: 10:00 am Event Ends: _____

Cleanup Ends: 12:00? Streets Open: N/A

7. SECURITY PLAN

As the event applicant or organizer, **YOU** are required to provide a safe and secure environment for the event. This is accomplished by anticipating potential problems and concerns related to the event and the surrounding environment. The event may require the services of Wildomar Police, Private Security, Crossing Guards and or Public Works employees. Private Security Guards must be properly licensed and preapproved.

Have you hired a licensed professional security company to develop and manage your event's security plan?

Yes No

If yes, you are required to provide a copy of the company's valid Private Patrol Operators License issued by the State of California and a certificate of insurance naming the City of Wildomar as additionally insured.

Name of Company: _____ Contact Name: _____
Address: _____
City: N/A State: _____ Zip Code: _____
Phone: _____ Cell: _____
Email: _____

8. TRAFFIC PLAN

Street Closures: Is your event going to restrict the regular flow of traffic on a City Street or sidewalk?

Yes No

If yes, applicant/organizer must notify residences and businesses affected by the event. Notice shall be given to and approved by the Public Works Department.

What Street(s) will be closed for your event? N/A

At what intersections will the above street be closed? N/A

Will your event involve the use of traffic safety equipment, (i.e.) barricades, etc.?

Yes No

Please give details: N/A

Is the applicant/organizer requesting the Wildomar Public Works Department to provide the safety equipment?

Yes No

If this event requires the closure of more than one street between two intersections, please include a detailed map of the event showing all intersections and roadway access points, the location of barricades and traffic control personnel. You will be required to obtain traffic safety equipment for the safe closure of the venue and to ensure proper detour and parking information is posted. Depending upon the type of event, you may need barricades, traffic cones, directional signage etc. It is the responsibility of the applicant/organizer to obtain and to properly place this equipment prior to the beginning of the event.

The Riverside Transit Agency (RTA) must be notified if street closures will affect bus routes. Contact RTA's administrative office at 1825 Third St., Riverside, CA, 92501, or call 951/565-5000 and ask to speak to the Chief Operations Officer.

All traffic control devices on all streets and highways open to public travel in California must conform to the California Department of Transportation, Traffic Manual, subject to the provisions of California Vehicle Code.

Parking

It is important that you plan for the safe arrival and departure of event attendees, participants and vendors. As the event organizer, you should develop a parking and / or shuttle plan that is suitable for the environment in which your event will take place. Remember that parking, traffic congestion and environmental pollution are all areas of concern with events. You must include accessible parking and/or access in your event plans.

9. FIRE DEPARTMENT

Will the event require electrical generators during the event?

Yes No

Will fireworks, explosives or any other pyrotechnic device be used at the event?

Yes No

Will the event require tents with over 200 square feet of material?

Yes No

Will the event require tents or canopies with over 400 square feet of material?

Yes No

Canopy covers 40ft x 60ft area

3 - 20x40 canopies

Will there be use of cooking or other equipment that emits a flame, heat or spark?

Yes No

10. ALCOHOLIC BEVERAGES

Will alcoholic beverages be furnished or sold at the event?

Yes No

Describe the plan to ensure the safe sale or distribution of alcohol at the event: _____

If serving or selling alcohol at the event, applicant/organizer must obtain a permit from:

Alcohol Beverage Control
3737 Main Street, Suite 900
Riverside, CA 92501
951.782.4400
www.abc.ca.gov

11. FOOD SERVICE

Will food or beverages be provided or sold at the event?

Yes No

Will the event be professionally catered?

Yes No

If your event is being catered please provide information on the company.

Name of Company: _____ Contact Name: _____

Address: _____

City: N/A State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____

Applicant/organizer must contact the Riverside County Department of Health for a permit if any food or beverages will be sold or distributed.

Department of Environmental Health
38740 Sky Canyon Drive
Murrieta, CA 92563
951.461.0284

12. ANIMALS

WILL THERE BE ANIMALS PRESENT, (I.E. Petting zoo, circus, pony rides, dogs, other)?

Yes No

13. MEDICAL PLAN

Have applicant/organizer hired a licensed professional emergency medical service provider to develop and manage the event's medical plan?

Yes No

If yes, please provide information on the company.

Name of Company: _____ Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____

Please describe the medical plan including your communications plan. The plan should include the hours of setup and dismantling of medical aid areas.

Art and Kathy Durbin will both be in attendance and serve as ER help. They will have first aid kit with them in case of ER. Both are certified in the medical field.

Art Durbin : RN , paramedic
Kathy Durbin : RN

14. AMPLIFIED NOISE

Will the event have amplified sound at your event?

Yes No

yes, we will have a P/A system

Will the event have live music?

Yes No

yes: orchestra, piano, vocal

Will the event have mechanical noise?

Yes No

15. SANITATION

What provisions applicant/organizer made for sanitation facilities?

(Right way)

One ADA approved portable toilet will be delivered + there is one other toilet already on the property.

All temporary sanitation facilities placed at the event must be removed on the first business day following the event unless in the public right away.

19. INDEMNIFICATION AGREEMENT (REQUIRED)

Have you attached a Certificate of Liability Insurance AND Additional Insured Endorsement to this application and sent an original to the City of Wildomar?

Yes No

Applicant hereby requests waiver of insurance under the prohibitive cost exemption.
(BLOCK PARTY/NEIGHBORHOOD EVENT APPLICANT'S ONLY)

Yes No

In consideration of the granting of this Application and Permit for Special Event for:

Memorial Day Service
(name of event)

On May 30, 2016
(date of event)

The Faith Baptist Church
(name of organization)

agree(s) to defend, indemnify and hold harmless the City of Wildomar, Wildomar Cemetery District, and the City's employees, officers, managers, agents, council members, and volunteers from any and all losses, damages, claims for damage, liability, lawsuits, judgments, expense and cost arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Special Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

Dated: 2/19/16

Signature: Bruce Goddard

Printed Name: Bruce Goddard

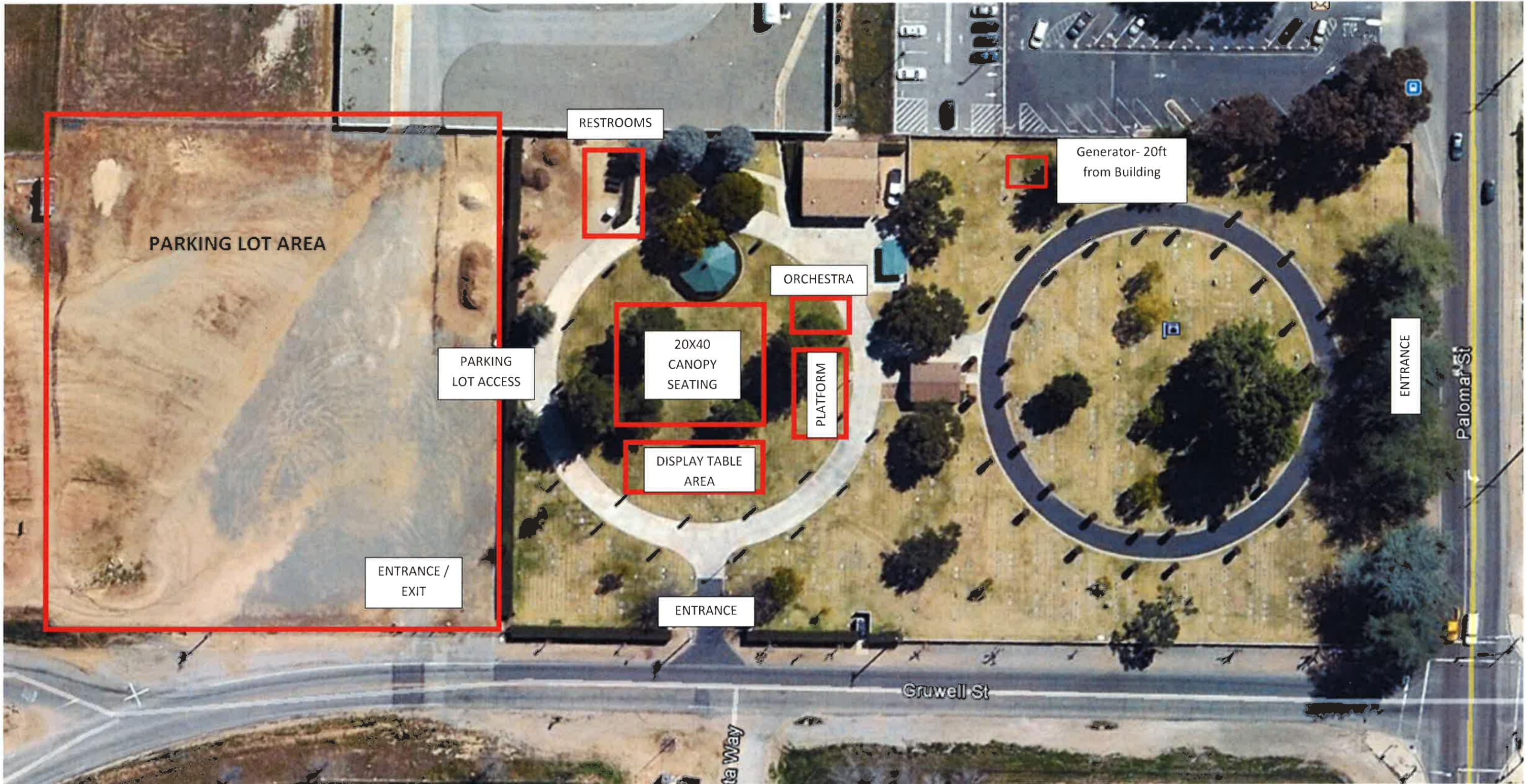
Title: Pastor

Authorizing City Representative

Dated: _____

Signature: _____

Title: _____



PARKING LOT AREA

RESTROOMS

Generator- 20ft
from Building

PARKING
LOT ACCESS

ORCHESTRA

20X40
CANOPY
SEATING

PLATFORM

DISPLAY TABLE
AREA

ENTRANCE

ENTRANCE /
EXIT

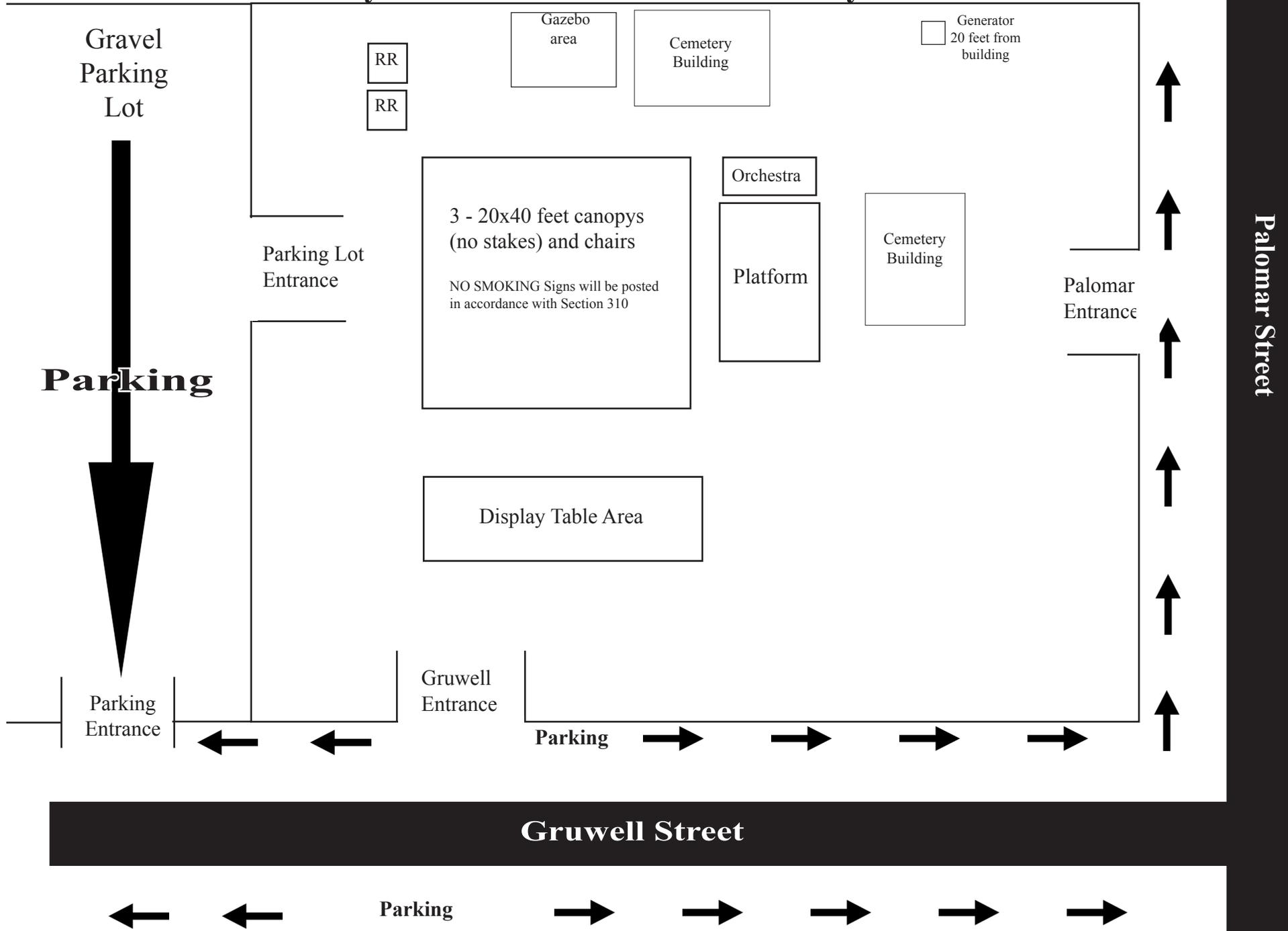
ENTRANCE

Gruwell St

Palomar St

ta Way

Wildomar Cemetery Site Plan 2016 for Memorial Day Service (not to scale)



Attachment B



Bruce Goddard, *Pastor* • Josh Goddard, *Youth Pastor* • Greg Beil, *School Administrator*

March 22, 2016

Dear Wildomar Council:

For the past two decades, Faith Baptist Church has held an annual Memorial Day Service at the Wildomar Cemetery. The previous owner was always happy to offer the use of his property to us free of charge since it was a community event and was held to honor our military men and women. We have stayed with the tradition of not allowing it to become a church service, but only a complete tribute to those who gave any portion of their lives to defend freedom in any country in the name of AMERICA.

In recent years, the ownership of this cemetery was turned over to the city of Wildomar and has been swamped in red tape compared to what we were used to. We have complied with every request you have made; and at enormous financial cost to us, we have asked no money from anyone to hold this event. With the increase in local resident attendance, we have increased the number of rented awnings for shade, chairs to sit, extra portable toilets, and paid several other costs it takes to hold this public service.

Graciously, you have waived the fees for this event in the past and have done it without any extra work for us. We are formally requesting that the fees for this event be waived once again without any more red tape.

Thank you for allowing us the use of the Wildomar Cemetery for each year that it has been in your hands. I truly believe the hundreds of people who attend this event are thankful that there are still some old-fashioned patriots left in our small town. The country, as a whole, seems to be sorely lacking in American loyalty. We feel the instilling of patriotism in today's youth is the only hope for a free America in the future.

Thank you,
Rachel McDowell
Faith Baptist Church