

CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

MAY 8, 2013
Council Chambers
23873 Clinton Keith Road



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

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA MAY 8, 2013

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

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

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

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

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation: Martha Bridges and John Burkett v. City of Wildomar; Case number: MCC 1300555.
2. 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: 21122 Canyon Drive, APN 367-020-006; Wildomar, CA
Agency negotiator: Gary Nordquist and Tim D’Zmura
Negotiating parties: Milton P & Marie O Secord Trust
Under negotiation: Instruction to negotiator regarding price and terms of payment
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: Southeast corner of Bundy Canyon Road & Orange Street, APN 367-040-038; Wildomar, CA
Agency negotiator: Gary Nordquist and Tim D’Zmura
Negotiating parties: Georgios & Diamanda Mariam Rigas & Christina Labrini Rigas et al
Under negotiation: Instruction to negotiator regarding price and terms of payment
4. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(4) to confer with legal counsel with regard to one matter of potential initiation of litigation.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENT

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

Clinton Keith Interchange Construction Project Update

Carey Poindexter – Asthma Awareness Month

2013 Wildomar Queens

AED Presentation

Fire Department Update

PUBLIC COMMENTS

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

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Minutes – April 10, 2013 Regular Meeting

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

1.3 Minutes – April 23, 2013 Special Meeting

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

1.4 Warrant & Payroll Registers

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

1. Warrant Register dated 04-04-13 in the amount of \$115,208.08;
2. Warrant Register dated 04-08-13 in the amount of \$3,018.09;
3. Warrant Register dated 04-15-13 in the amount of \$186,807.77;
4. Warrant Register dated 04-18-13 in the amount of \$396,664.35;
5. Warrant Register dated 04-25-13 in the amount of \$208,716.10; &
6. Payroll Register dated 04-30-13 in the amount of \$44,661.80.

1.5 Treasurer's Report

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

2.0 PUBLIC HEARINGS

2.1 Oak Creek Canyon Project (Planning Application No. 11-0261) – Continued from April 23, 2013

RECOMMENDATION: Staff recommends that the City Council continue all items listed below on the Oak Creek Canyon Project (Planning Application No. 11-0261) to an adjourned regular City Council meeting of May 22, 2013:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2013 – 10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AND CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (SCH# 2012031064) AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE OAK CREEK CANYON RESIDENTIAL/COMMERCIAL PROJECT CONSISTING OF GENERAL PLAN AMENDMENT NO. 11-0261, CHANGE OF ZONE NO. 11-0261, FARM SPECIFIC PLAN NO. 116-C/W, AMENDMENT NO. 4 (PLANNING APPLICATION NO. 11-0261) AND TENTATIVE TRACT MAP NO. 36388

2. Adopt a Resolution entitled:

RESOLUTION NO. 2013 – 11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT (PLANNING APPLICATION NO. 11-0261) TO: 1) AMEND THE GENERAL PLAN LAND USE MAP FROM MEDIUM DENSITY RESIDENTIAL TO MEDIUM HIGH DENSITY RESIDENTIAL FOR PHASE/PLANNING AREAS NO. 9 AND 18; 2) TO AMEND THE GENERAL PLAN LAND USE MAP FROM MEDIUM DENSITY RESIDENTIAL (ON A PORTION OF APN: 362-080-004) TO COMMERCIAL RETAIL FOR PHASE/PLANNING AREA NO. 19 AND 3) INCREASE THE SIZE OF PHASE/PLANNING AREA NO. 19 FROM 1.0 ACRES TO 5.0 ACRES AND RELOCATE THE PHASE/PLANNING AREA TO THE SOUTHWEST CORNER OF BUNDY CANYON ROAD AND SUNSET AVENUE (ON A PORTION OF APN: 362-080-004) FOR THE OAK CREEK CANYON RESIDENTIAL/COMMERCIAL PROJECT

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

ORDINANCE NO. 77

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 11-0261) TO CHANGE THE ZONING MAP FROM: 1) R-1 (ONE-FAMILY DWELLING) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR PHASE/PLANNING AREA NO. 9; 2) R-1 (ONE-FAMILY DWELLING) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR PHASE/PLANNING AREA NO. 18; AND 3) C-P-S (SCENIC HIGHWAY COMMERCIAL) TO C-1/C-P (GENERAL COMMERCIAL) FOR PHASE/PLANNING AREA NO. 19 FOR THE OAK CREEK CANYON RESIDENTIAL/COMMERCIAL PROJECT

4. Adopt a Resolution entitled:

RESOLUTION NO. 2013 – 12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING FARM SPECIFIC PLAN NO. 116-C/W, AMENDMENT NO. 4 TO ESTABLISH SPECIAL DEVELOPMENT STANDARDS AND DESIGN GUIDELINES FOR THE OAK CREEK CANYON RESIDENTIAL/COMMERCIAL PROJECT

5. Adopt a Resolution entitled:

RESOLUTION NO. 2013 – 13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 36388 FOR THE SUBDIVISION OF APPROXIMATELY 151.23 ACRES INTO 275 LOTS FOR FUTURE SINGLE FAMILY RESIDENTIAL DEVELOPMENT (WITH PRIVATE PARKS, OPEN SPACE/TRAILS, AND RECREATIONAL AMENITIES), AND ONE (1) LOT FOR FUTURE COMMERCIAL/RETAIL DEVELOPMENT SUBJECT TO CONDITIONS FOR THE OAK CREEK CANYON RESIDENTIAL/COMMERCIAL PROJECT

3.0 GENERAL BUSINESS

3.1 Great Day of Service – October 26, 2013

RECOMMENDATION: The Parks Subcommittee recommends that the City Council approve the Great Day of Service on October 26, 2013 in the City of Wildomar and direct Staff to be available to assist the volunteer community members coordinating and participating in the program which will repair and rehabilitate many features of the Wildomar parks on October 26, 2013.

3.2 Purchasing Ordinance Amendment - Contracts for Services

RECOMMENDATION: That the City Council introduce and approve for first reading an Ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AMENDING CHAPTER 3.28 OF THE
WILDOMAR MUNICIPAL CODE PERTAINING TO CONTRACTING FOR
SERVICES

3.3 Lease Agreements for Cemetery Property and Little League Equipment

RECOMMENDATION: Staff recommends that the City Council:

1. Approve Lease Agreement with Wildomar Cemetery District to lease parcels 3 and 4 (APN's 376-060-001-3 and 376-060-016-7) for recreational purposes consistent with California Health and Safety Code § 9054(b); and
2. Approve License Agreement with Wildomar Little League representative to use the equipment on Wildomar Cemetery parcels 3 and 4 (APN's 376-060-001-3 and 376-060-016-7).

3.4 City Application to Use Live-Scan services

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2013 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, TO SUBMIT AN APPLICATION
REQUESTING LIVE SCAN SERVICES

2. Designate the City Clerk as the Custodian of Records for the City of Wildomar.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

COUNCIL COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

Adjourn the City Council regular meeting to an adjourned regular meeting on May 22, 2013.

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

PUBLIC COMMENTS

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

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4.0 CONSENT CALENDAR

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

4.1 Minutes – April 10, 2013 Regular Meeting

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Minutes as submitted.

4.2 Warrant Register

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

1. Warrant Register dated 04-04-13, in the amount of \$639.12;
2. Warrant Register dated 04-15-13, in the amount of \$364.84; &
3. Warrant Register dated 04-24-13, in the amount of \$192.83.

4.3 Treasurer's Report

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

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

6.1 Volunteer Clean Up Day - May 18, 2013

RECOMMENDATION: Staff recommends that the Board of Trustees approve a volunteer clean up day on May 18, 2013.

6.2 Lease Agreement with City of Wildomar for Parcels 3 and 4

RECOMMENDATION: Staff recommends that the Board of Trustees approve a Lease Agreement with the City of Wildomar to lease parcels 3 and 4 (APN's 376-060-001-3 and 376-060-016-7) for recreational purposes consistent with California State Health and Safety Code § 9054(b).

GENERAL MANAGER REPORT

CEMETERY DISTRICT COUNSEL REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

2013 City Council/Wildomar Cemetery District Regular Meeting Schedule

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

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 May 3, 2013, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

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



Debbie A. Lee, CMC, City Clerk

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
APRIL 10, 2013**

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

The closed session of April 10, 2013, of the Wildomar City Council was called to order by Mayor Walker at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

City Council Roll Call showed the following Members in attendance: Mayor Walker, Mayor Pro Tem Swanson, Council Members Benoit, Cashman, and 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 Attorney Jex stated an item needs to be added to the closed session which came up after the posting of the agenda and there is a need for Council to provide direction to Staff prior to the next Council meeting. The City received and Cure and Correct letter from a resident.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Swanson, to add the item to the agenda.

MOTION carried, 5-0.

City Attorney Jex announced that 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 significant exposure to litigation. The facts and circumstance surrounding this is a Brown Act Cure and Correct letter the City received on April 8, 2013.

City Clerk Lee announced the following:

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with

regard to the following matter of pending litigation: City of Wildomar v. Rostai Investment Properties; Case No. MCC 1300122

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(4) to confer with legal counsel with regard to two matters of potential initiation of litigation.

At 5:32 p.m. the City Council convened into closed session 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.

ANNOUNCEMENT

City Attorney Jex stated there is no announcement from closed session regarding the first two matters listed. In regards to the added item, the City Council gave direction to Staff and there will be additional discussion regarding this matter when item #3.1 is heard on the agenda.

ADJOURN CLOSED SESSION

There being no further business, Mayor Walker declared the closed session meeting adjourned at 6:33 p.m.

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

The regular meeting of April 10, 2013, of the Wildomar City Council was called to order by Mayor Walker at 6:33 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

Staff in attendance: City Manager Nordquist, City Attorney Jex, Public Works Director D'Zmura, Planning Director Bassi, Police Sergeant Chavez, Fire Chief Beach and City Clerk Lee.

The Flag Salute was led by Mayor Walker.

PRESENTATIONS

The Clinton Keith interchange construction project update was given.

Mayor Walker presented certificates to the Elsinore High School Academic Decathlon Team.

Mayor Walker presented a Proclamation for Mental Health Month, May 2013.

Mayor Walker presented a Proclamation for Child Abuse Prevention Month, April 2013.

Fire Chief Beach presented the Fire Department update.

Public Works Director D'Zmura presented the code enforcement update.

PUBLIC COMMENTS

Monty Goddard, resident, with donated minutes from Mary Goddard, read the letter he submitted regarding the need for adequate law enforcement especially with the parks about to reopen.

Dionna Fitch, Sycamore Academy, spoke about activities at the school.

COUNCIL COMMUNICATIONS

The Mayor and Council Members presented updates on the various committees, commissions, boards, subcommittees, and community events they have attended.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Mayor Pro Tem Swanson, seconded by Councilman Benoit, to move item #3.5 to the beginning of General Business, and approve the remainder of the agenda as presented.

MOTION carried, 5-0.

1.0 CONSENT CALENDAR

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

MOTION carried, 5-0.

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Minutes - February 13, 2013 Regular Meeting

Approved the Minutes as submitted.

1.3 Minutes - February 21, 2013 Special Meeting

Approved the Minutes as submitted.

1.4 Minutes - March 6, 2013 Special Meeting

Approved the Minutes as submitted.

1.5 Minutes - March 13, 2013 Regular Meeting

Approved the Minutes as submitted.

1.6 Minutes - March 27, 2013 Special Meeting

Approved the Minutes as submitted.

1.7 Warrant & Payroll Registers

Approved the following:

1. Warrant Register dated 03-07-13 in the amount of \$34,715.05;
2. Warrant Register dated 03-11-13 in the amount of \$1,094.26;
3. Warrant Register dated 03-14-13 in the amount of \$149,497.73;
4. Warrant Register dated 03-21-13 in the amount of \$11,321.26;
5. Warrant Register dated 03-28-13 in the amount of \$1,574,000.75; and
6. Payroll Register dated 04-01-13 in the amount of \$49,424.67.

1.8 Treasurer's Report

Approved the Treasurer's Report for February, 2013.

1.9 Ordinance No. 63 Second Reading – Change of Zone No. 10-0222 for the Subway Retail Project

Adopted an Ordinance entitled:

ORDINANCE NO. 63

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING CHANGE OF ZONE NO. 10-0222 TO CHANGE THE ZONING FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL) ON A 1.27 ACRE SITE LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and 366-390-027)

1.10 Ordinance No. 74 Second Reading – Change of Zone No. 12-0386; 33891 Mission Trail; APN 370-060-045

Adopted an Ordinance entitled:

ORDINANCE NO. 74

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

1.11 Ordinance No. 75 Second Reading – Light Pollution

Adopted an Ordinance entitled:

ORDINANCE NO. 75

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

1.12 Ordinance No. 76 Second Reading – LED Signs

Adopted an Ordinance entitled:

ORDINANCE NO. 76

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

PRIVATE SCHOOLS AND NON-PROFIT SERVICE CLUB
ORGANIZATIONS

1.13 Professional Services Agreement with Riverside County Transportation and Land Management Agency (TLMA) for Planning Related Services

Adopted a Resolution entitled:

RESOLUTION NO. 2013 - 14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF WILDOMAR AND WITH THE COUNTY OF RIVERSIDE (TRANSPORTATION AND LAND MANAGEMENT AGENCY) FOR CERTAIN PLANNING DEPARTMENT AND ENVIRONMENTAL PROGRAMS DIVISION SERVICES ON AN AS NEEDED BASIS

1.14 Subdivision Improvement Agreement for Tract Map 31837, Andalusia II (12-0401)

Adopted a Resolution entitled:

RESOLUTION NO. 2013 - 15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT MAP 31837

1.15 Acceptance and Granting of Quitclaims Related to the Settlement of City of Wildomar v. Kim, et al

Adopted a Resolution entitled:

RESOLUTION NO. 2013 - 16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AND RECORD CERTIFICATES OF ACCEPTANCE FOR QUITCLAIM DEEDS FOR PUBLIC AND NON-PUBLIC ROAD SYSTEM PARCELS RELATED TO THE I-15/CLINTON KEITH ROAD INTERCHANGE PROJECT, AND TO EXECUTE AND RECORD AN EASEMENT OVER CERTAIN REAL PROPERTY

1.16 Consultant Service Agreement for Measure Z Special Tax Services and Assessment Engineering Services

Authorized the City Manager to execute a Consultant Services Agreement with Albert A. Webb Associates for Measure Z Special Tax Services for formation of City-wide Maintenance Community Facility District Services and Assessment Engineering Services.

2.0 PUBLIC HEARINGS

2.1 FY 2012-13 Third Quarter Budget Report

City Clerk Lee read the title.

Controller Cheng presented the staff report.

Mayor Walker opened the public hearing.

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

A MOTION was made by Councilwoman Moore, seconded by Councilman Benoit, to approve the budget adjustments and recommendations as listed in the Fiscal Year 2012-13 Third Quarter Report; and Adopt a Resolution entitled:

RESOLUTION NO. 2013 - 17
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS TO THE
FY 2012-13 BUDGETED REVENUES AND EXPENSES AND
SCHEDULE OF AUTHORIZED POSITIONS

MOTION carried, 5-0.

3.0 GENERAL BUSINESS

3.5 Neighborhood Traffic Management Policy

City Clerk Lee read the title.

Public Works Director D'Zmura presented the staff report.

Fire Chief Beach commented on the policy regarding emergency response.

Ron Borgeson, resident, spoke in favor of the policy.

Kathy Bundy, resident, spoke regarding her concern of traffic.

The City Council Members discussed the proposed policy.

A MOTION was made by Councilwoman Moore, seconded by Councilman Benoit, to approve the Neighborhood Traffic Management Policy.

MOTION carried, 4-1, with Mayor Pro Tem Swanson dissenting.

3.1 Great Day of Service – June 1, 2013

City Clerk Lee read the title.

City Attorney Jex advised the City received a letter from a citizen alleging that the City violated the Brown Act in connection with a meeting of the Parks Subcommittee. The City Attorney's office has reviewed the allegations and feels that no violation has occurred. However some negative perception may cause this to be viewed incorrectly. Therefore, he is recommending that to cure this, the City Council should deny the Staff's recommendation regarding this item and start the process over again.

City Manager Nordquist presented the staff report.

Gil Rasmussen, resident, spoke against the Council and Staff.

The City Council discussed the item.

Tom Pilkington, United Methodist group, spoke regarding the change of date and the project.

A MOTION was made by Councilman Cashman, seconded by Councilman Benoit, to deny the recommendation to direct Staff to be available to assist the volunteer community members coordinating and participating in the Great Day of Service program which will rehabilitate many features of the Wildomar parks on June 1, 2013.

MOTION carried, 5-0.

A MOTION was made by Councilman Cashman, seconded by Councilman Benoit, to deny the recommendation to appropriate \$15,000 from General Fund Balance to be used for non-recurring park repairs.

MOTION carried, 5-0.

A MOTION was made by Councilman Cashman, seconded by Councilman Benoit, to approve in concept the City's participation in the

Great Day of Service.

MOTION carried, 5-0.

A MOTION was made by Councilman Cashman, seconded by Councilman Benoit, to approve in concept to maintain any landscaping improvements which may be installed as part of the Great Day of Service.

MOTION carried, 5-0.

A MOTION was made by Councilman Cashman, seconded by Councilman Benoit, to direct the Parks Subcommittee to start over and to reconsider and bring back a more detailed recommendation on the Great Day of Service which revises the date of the event and provides more details on the City's commitment to maintain the landscaping.

MOTION carried, 5-0.

3.2 Wildomar Old Town Vision

City Clerk Lee read the title

Planning Director Bassi presented the staff report.

RBF, consultant, gave the report on the Old Town Vision Plan.

Ms. Miller, spoke in opposition to the project.

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

RESOLUTION NO. 2013 - 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15061(B)(3) OF CEQA, AND APPROVING THE WILDOMAR OLD TOWN VISION PLAN

MOTION carried, 5-0.

3.3 Support Letter for AB 1257

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

Ms. Miller, spoke in opposition to the item.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Swanson, to direct staff to provide a letter of support as requested by Southern California Gas Company.

MOTION carried, 4-1, with Councilman Cashman dissenting.

3.4 Support of Senate Bill 604 (Senator Anderson)

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

Glen Peterson, resident, spoke in opposition to the item.

Ms. Miller, spoke in opposition to the item.

Maggie Sleeper, Senator Anderson's office, spoke regarding the bill.

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

RESOLUTION NO. 2013 - 19
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, IN SUPPORT OF TRAFFIC SAFETY BY SUPPORTING
SENATE BILL 604 WHICH WOULD AMEND SECTION 22520.5 OF THE
VEHICLE CODE BY PROHIBITING ROADSIDE VENDING AND
SOLICITING WITHIN AN INTERSECTION CONTROLLED BY A
TRAFFIC CONTROL SIGNAL

MOTION carried, 4-1, with Councilman Cashman dissenting.

3.6 Development Impact Fees (DIF) Study

City Clerk Lee read the title.

The Public Works Department presented the staff report.

George Taylor, resident, spoke regarding the fees.

A MOTION was made by Councilman Benoit, seconded by Councilwoman Moore, to approve Option F.

MOTION carried, 4-1, with Mayor Pro Tem Swanson dissenting.

CITY MANAGER REPORT

City Manager Nordquist presented the report.

CITY ATTORNEY REPORT

City Attorney Jex presented the report.

COUNCIL COMMUNICATIONS

The Mayor and Council Members presented updates on the various committees, commissions, boards, subcommittees, and community events they have attended.

FUTURE AGENDA ITEMS

**Canyon Ranch Road addressed – traffic issues

**CEQA issues regarding micro breweries in commercial area

ADJOURN THE CITY COUNCIL

There being no further business Mayor Walker declared the meeting adjourned at 9:09 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Timothy Walker
Mayor

**CITY OF WILDOMAR
CITY COUNCIL SPECIAL MEETING MINUTES
APRIL 23, 2013**

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

The special meeting of April 23, 2013, of the Wildomar City Council was called to order by Mayor Walker at 6:34 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

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

The Flag Salute was led by Mayor Walker.

PUBLIC COMMENTS

There were no speakers.

PUBLIC HEARINGS

1. Oak Creek Canyon Project (Planning Application No. 11-0261) – Continued from March 27, 2013

City Clerk Lee read the title.

Planning Director Bassi presented the staff report and stated letters were received from the Sierra Club and Ray Johnson.

SPEAKERS:

George Taylor, resident, spoke in favor of the project.

Gayl Taylor, resident, spoke regarding unanswered questions regarding the project.

A MOTION was made by Councilwoman Moore, seconded by Councilman Cashman, to continue the public hearing to May 8, 2013 at 6:30 p.m.

MOTION carried, 3-0, with Mayor Pro Tem Swanson and Councilman Benoit absent.

ADJOURNMENT

There being no further business Mayor Walker declared the meeting adjourned at 6:40 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Timothy Walker
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.4
CONSENT CALENDAR
Meeting Date: May 8, 2013

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

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 04-04-13 in the amount of \$115,208.08;
2. Warrant Register dated 04-08-13 in the amount of \$3,018.09;
3. Warrant Register dated 04-15-13 in the amount of \$186,807.77;
4. Warrant Register dated 04-18-13 in the amount of \$396,664.35;
5. Warrant Register dated 04-25-13 in the amount of \$208,716.10; &
6. Payroll Register dated 04-30-13 in the amount of \$44,661.80.

DISCUSSION:

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

FISCAL IMPACT:

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

Submitted by:
Misty V. Cheng
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Voucher List 4/4/2013
Voucher List 4/8/2013
Voucher List 4/15/2013
Voucher List 4/18/2013
Voucher List 4/25/2013
Payroll List 4/30/13

vchlist
04/04/2013 3:04:30PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202101	4/4/2013	000044 A&A JANITORIAL SERVICES	1929		JANITORIAL SERVICES - MARNA O'	870.00
					Total :	870.00
202102	4/4/2013	000033 AMERICAN FORENSIC NURSES	62892		BLOOD DRAW	82.16
			62907		BLOOD DRAW	164.32
					Total :	246.48
202103	4/4/2013	000008 AT&T MOBILITY	32013		COUNCIL MOBIL PHONE 2/21/13-3/	110.45
					Total :	110.45
202104	4/4/2013	000028 CALPERS	32413		BENEFIT CONTRIBUTIONS 3/11/13-	5,384.05
					Total :	5,384.05
202105	4/4/2013	000043 CHENG, MISTY	03312013		ACCTING, BUILDING & SAFETY, AC	20,165.00
					Total :	20,165.00
202106	4/4/2013	000306 CMS BUSINESS FORMS	16396		CORRECTION NOTICE BOOKS	261.08
					Total :	261.08
202107	4/4/2013	000002 CRYSTAL CLEAN MAINTENANCE	303B		JANITORIAL SERVICES - CITY HALL	698.00
					Total :	698.00
202108	4/4/2013	000022 EDISON	32013		89-1 LMD ZONE 3,29,30,42,51,52,71	1,313.06
					Total :	1,313.06
202109	4/4/2013	000499 INLAND EMPIRE LANDSCAPE INC	5784	0000078	LANDSCAPE MAINTENANCE ZONE	232.47
			5816	0000078	LANDSCAPE MAINTENANCE ZONE	228.84
			5817	0000078	LANDSCAPE MAINTENANCE ZONE	4,540.88
			5818	0000078	LANDSCAPE MAINTENANCE ZONE	1,143.39
			5819	0000078	LANDSCAPE MAINTENANCE ZONE	209.77
			5820	0000078	MAINTENANCE - BROKEN SPRINKL	117.60
			5821	0000078	MAINTENANCE - BROKEN SPRINKL	320.02
					Total :	6,792.85
202110	4/4/2013	000304 JOE A. GONSALVES & SON	23403	0000060	CONTRACTUAL LEGISLATIVE ADVC	3,000.00
			23469	0000060	CONTRACTUAL LEGISLATIVE ADVC	3,000.00
			23537	0000060	CONTRACTUAL LEGISLATIVE ADVC	3,000.00

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202110	4/4/2013	000304 000304 JOE A. GONSALVES & SON	(Continued)			Total : 9,000.00
202111	4/4/2013	000079 LAN WAN ENTERPRISE	46410		WILDOMAR MAINTENANCE CONTR	1,200.00
						Total : 1,200.00
202112	4/4/2013	000527 LEAR TOWING	33220 33221		RIVERSIDE CO SHERIFF'S TOWING RIVERSIDE CO SHERIFF'S TOWNIN	125.00 125.00
						Total : 250.00
202113	4/4/2013	000424 LUDWIG ENGINEERING ASSOCIATES, IN 21303			ENGINEERING AIDE/FIELD CREW	1,025.00
						Total : 1,025.00
202114	4/4/2013	000178 MORALES, JANET	33013		MILEAGE REIMBURSEMENT	52.66
						Total : 52.66
202115	4/4/2013	000185 PITNEY BOWES	353034		SUPPLY CHARGES - INK CARTRIDG	160.78
						Total : 160.78
202116	4/4/2013	000042 PV MAINTENANCE, INC.	005-143	0000081	PW, CITYWIDE MAINT, DIRT RD GR	27,588.37
						Total : 27,588.37
202117	4/4/2013	000149 RIVERSIDE COUNTY EXECUTIVE, OFFIC 1213-08WIL			ANIMAL SHELTER SHELTERING FE	40,090.20
						Total : 40,090.20
17 Vouchers for bank code : wf						Bank total : 115,208.08
17 Vouchers in this report						Total vouchers : 115,208.08

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
202118	4/8/2013	000006	WELLS FARGO PAYMENT REMITTANCE				
			020513		NORTON ANNUAL RENEWAL CREC	-452.64	
			022213		SCANNER FOR THE CEMETARY	388.79	
			030513		NON-DEPT SUPPLIES - BATTERIES	23.06	
			031113		PAYPAL FLOW PRO FOR EDEN PEI	59.95	
			031213		NON-DEPARTMENTAL OFFICE SUP	114.31	
			031313		NON-DEPARTMENTAL SUPPLIES, F	12.07	
			031313A		NON-DEPARTMENTAL SUPPLIES - I	15.96	
			12213		NON-DEPARTMENTAL SUPPLIES, V	67.00	
			12813		CITY MANAGER - REFRESHMENTS	11.47	
			20513		NORTON SOFTWARE	56.98	
			20613		NON-DEPARTMENTAL SUPPLIES, V	45.06	
			20613		NON-DEPARTMENTAL STAR CONF	38.47	
			21413		BUILDING & SAFETY SUPPLIES	24.29	
			21913		VERIZON WIRELESS MY ACCOUNT	78.96	
			22113		NON-DEPT, ADMIN, BUILDING & SA	129.59	
			22613		NON-DEPARTMENTAL SUPPLIES	75.06	
			22613A		NON-DEPARTMENTAL SUPPLIES	119.64	
			22613B		NON-DEPARTMENTAL SUPPLIES	34.05	
			30413		NON-DEPARTMENTAL SUPPLIES V	55.84	
			30613		NON-DEPARTMENTAL CONFERENC	65.33	
			31213		NON-DEPARTMENTAL SUPPLIES - I	8.19	
			31213A		NON-DEPARTMENTAL OFFICE SUP	7.20	
			31213A		NON-DEPARTMENTAL OFFICE/BRE	49.51	
			31213A		NON-DEPARTMENTAL POSTAGE	6.97	
			31313		NON-DEPARTMENTAL WATER & SC	43.10	
			31513		ONLINE QUICKBOOKS SUBS	23.97	
			31913		NON-DEPARTMENTAL SUPPLIES - I	87.98	
			3213		EXPLORER PROGRAM - SUPPORT	574.52	
			3313		MAINTENANCE SUPPLIES	75.54	
			3713		GARAGE AND OFFICE SUPPLIES	67.85	
			4754		NON-DEPARTMENTAL / NAME PLAT	30.24	
			4793		PLANNING COMMISSION & COMML	291.60	
			INV-2011-004149		PLASTIC EASTER EGGS TOY AND I	788.18	
					Total :	3,018.09	
1 Vouchers for bank code : wf						Bank total :	3,018.09

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202124	4/15/2013	000033 AMERICAN FORENSIC NURSES	62974		BLOOD DRAW	164.32
Total :						164.32
202125	4/15/2013	000035 COUNTY OF RIVERSIDE, TLMA	TL0000009499		FEB 2013 SLF COSTS	693.38
Total :						693.38
202126	4/15/2013	000036 DATAQUICK	B1-2153272		CODE ENFORCEMENT SOFTWARE	150.00
Total :						150.00
202127	4/15/2013	000022 EDISON	4213A		CSA 103 - PALOMAR ST - ELECTRIC	34.47
			4213B		ZONE 73 - ELECTRICAL 3/1/13-4/1/1	102.73
			4613A		CSA 22 - ELECTRICAL 3/1/13-4/1/13	3,138.87
			4613B		CSA 103 ELECTRICAL 3/1/13 - 4/1/1	13,773.07
			4613C		WILDOMAR CITY LAMPS 3/1/13-4/1.	80.55
Total :						17,129.69
202128	4/15/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER	6010197		WATER SERVICES LMD ZONE 52 2,	33.40
			6010198		WATER SERVICES LMD ZONE 29 2,	22.84
			6010199		WATER SERVICES LMD ZONE 3 2/1	130.51
			6010200		WATER SERVICES LMD ZONE 71 2,	52.02
			6023976		WATER SERVICES LMD ZONE 3 2/1	93.66
			6023977		WATER SERVICES LMD ZONE 3 2/1	240.47
			6023978		WATER SERVICE LMD ZONE 3 2/1	138.02
			6034020		WATER SERVICES LMD ZONE 42 2,	90.89
			6034021		WATER SERVICES LMD ZONE 42 2,	79.81
			6034022		WATER SERVICES LMD ZONE 42 2,	85.35
			6037287		WATER SERVICES LMD ZONE 3 2/2	137.35
			6037288		WATER SERVICES LMD ZONE 30 2,	29.88
			6037289		WATER SERVICES LMD ZONE 3 2/2	48.36
			6037290		WATER SERVICES LMD ZONE 51 2,	31.51
			6037291		WATER SERVICES LMD ZONE 3 2/2	147.42
			6037292		WATER SERVICES LMD ZONE 3 2/2	90.24
			6037293		WATER SERVICES LMD ZONE 30 2,	85.32
			6037294		WATER SERVICES LMD ZONE 3 2/2	84.96
			6040588		WATER SERVICES LMD ZONE 3 2/2	43.86

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202128	4/15/2013	000012	000012 ELSINORE VALLEY MUNICIPAL, WA		(Continued)	Total : 1,665.87
202129	4/15/2013	000478	INLAND EMPIRE LOCK & KEY	14890	CHANGE LOCKS AT MARNA OBRIE	239.40
						Total : 239.40
202130	4/15/2013	000016	INNOVATIVE DOCUMENT SOLUTIONS	127617	CONTRACT COPIER SERVICES 3/1	364.11
						Total : 364.11
202131	4/15/2013	000072	INTERWEST CONSULTING GROUP	14300	PROFESSIONAL SERVICE FOR 2/1/	136,987.37
						Total : 136,987.37
202132	4/15/2013	000079	LAN WAN ENTERPRISE	46462	TECH SUPPORT, DE-ATTACH & RO	2,880.00
						Total : 2,880.00
202133	4/15/2013	000018	ONTRAC	7638785	SHIPPING COSTS	48.93
						Total : 48.93
202134	4/15/2013	000529	SIEMENS INDUSTRY, INC	400095084	TRAFFIC SIGNAL MAINTENANCE J/	1,144.17
				400096017	TRAFFIC SIGNAL RESPONSE CALL	967.69
				400096579	TRAFFIC SIGNAL MAINTENANCE F	1,576.40
				400097746	TRAFFIC SIGNAL RESPONSE CALL	4,082.76
				400098439	CLINTON KEITH@PALOMAR AUTH	2,770.00
						Total : 10,541.02
202135	4/15/2013	000475	THE SAN DIEGO UNION-TRIBUNE, LLC	317810	PUBLIC NOTICE; CNG ZONE, LIGH	427.68
						Total : 427.68
202136	4/15/2013	000131	WESTERN RIVERSIDE COUNTY, RCA	011513	MSHCP MITIGATION FEES: JAN 201	15,504.00
						Total : 15,504.00
202137	4/15/2013	000139	WILDOMAR CHAMBER OF COMMERCE	100	CHAMBER BREAKFAST MEETING -	12.00
						Total : 12.00
14 Vouchers for bank code : wf						Bank total : 186,807.77
14 Vouchers in this report						Total vouchers : 186,807.77

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202138	4/18/2013	000312 ADAME LANDSCAPE, INC.	50805	0000035	CSA 103- CENTRAL & CERVERA M/	125.00
					Total :	125.00
202139	4/18/2013	000031 AFLAC, REMITTANCE PROCESSING, CE	185643		CITY COUNCIL & CITY CLERK MED	475.45
					Total :	475.45
202140	4/18/2013	000080 BURKE, WILLIAMS AND SORENSON,, LL	165340		LEGAL FEES - MARCH 2013	65,589.72
					Total :	65,589.72
202141	4/18/2013	000081 CALIFORNIA BUILDING STANDARDS, CC	41513		CA BLDG STANDARDS ADMIN REV	1,961.28
					Total :	1,961.28
202142	4/18/2013	000028 CALPERS	40713		BENEFIT CONTRIBUTION 3/25/13-4.	5,020.80
					Total :	5,020.80
202143	4/18/2013	000082 DEPARTMENT OF CONSERVATION, DIVI.	41513		SMIP FEES JAN 2013-MAR 2013	5,391.16
					Total :	5,391.16
202144	4/18/2013	000501 DEPARTMENT OF FORESTRY AND, FIRE	112203		WILDLAND FIRE PROTECTION ON	23,625.04
					Total :	23,625.04
202145	4/18/2013	000027 DIRECT TV	20239625431		CABLE SERVICES CITY HALL 4/12/	94.99
					Total :	94.99
202146	4/18/2013	000022 EDISON	40913		CSA 142 - ELECTRICAL 3/1/13-4/1/1	2,082.26
					Total :	2,082.26
202147	4/18/2013	000084 MUNISERVICES, LLC	0000030404		SALES AND USE TAX REPORTING :	400.75
					Total :	400.75
202148	4/18/2013	000510 OCHOA'S BACKFLOW SYSTEMS	8798	0000080	4 BACKFLOW CERTIFICATION - EV	160.00
					Total :	160.00
202149	4/18/2013	000530 PIERCE, JON	41513		DEVELOPER DEPOSIT REFUND OF	564.82
					Total :	564.82
202150	4/18/2013	000185 PITNEY BOWES	32713		POSTAGE METER REFILL	500.00

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202150	4/18/2013	000185 000185 PITNEY BOWES			(Continued)	Total : 500.00
202151	4/18/2013	000042 PV MAINTENANCE, INC.	005-144	0000061	PUBLIC WORKS CONTRACTUAL SE	31,079.46
					Total :	31,079.46
202152	4/18/2013	000149 RIVERSIDE COUNTY EXECUTIVE, OFFIC 20113			SCFA ANIMAL SHELTER - FY 12/13 I	113,310.00
					Total :	113,310.00
202153	4/18/2013	000051 RIVERSIDE HABITAT CONSERVATION, A 41213			KANGAROO RAT FEE - MARCH 201	2,433.43
					Total :	2,433.43
202154	4/18/2013	000529 SIEMENS INDUSTRY, INC	400099263 400099960		TRAFFIC SIGNAL RESPONSE CALL	292.41
					TRAFFIC SIGNAL MAINTENANCE -	1,144.17
					Total :	1,436.58
202155	4/18/2013	000020 VERIZON	40113A 40113B 40713		OFFICE TELEPHONE CHARGES 4/1	633.72
					TELEPHONE CHARGES 4/1/13-4/30	40.62
					COUNCIL CHAMBERS PHONE 4/7/1	292.42
					Total :	966.76
202156	4/18/2013	000131 WESTERN RIVERSIDE COUNTY, RCA	41213		MSHCP MITIGATION FEES: MARCH	55,138.60
					Total :	55,138.60
202157	4/18/2013	000055 WRCOG	41213		TUMF FEES MARCH 2013	86,308.25
					Total :	86,308.25
20 Vouchers for bank code : wf						Bank total : 396,664.35
20 Vouchers in this report						Total vouchers : 396,664.35

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202161	4/25/2013	000254 ACEC CA	42513		2013 PUBLICATIONS - PLANNING D	206.40
					Total :	206.40
202162	4/25/2013	000007 ANIMAL FRIENDS OF THE VALLEY,, INC. DEC&JAN			ANIMAL CONTROL SERVICES DEC	11,200.00
					Total :	11,200.00
202163	4/25/2013	000008 AT&T MOBILITY	42013		COUNCIL MOBILE PHONE 3/13/13-4	77.22
					Total :	77.22
202164	4/25/2013	000022 EDISON	41713 41813		CITY HALL ELECTRICAL SERVICES	2,111.21
					ZONE ELECTRICAL 2-28-13 TO 4-1	940.84
					Total :	3,052.05
202165	4/25/2013	000497 EXCEL LANDSCAPE	76234A 76235A	0000076 0000076	MAR - LANSCAPE MAINTENANCE (1,020.88
					MAR - LANDSCAPE MAINTANANCE	328.51
					Total :	1,349.39
202166	4/25/2013	000060 FEDEX	2-245-90600		FEDEX EXPRESS DELIVERY SERVI	41.38
					Total :	41.38
202167	4/25/2013	000024 GUARDIAN	41613		DENTAL AND VISION BENEFITS - M	1,514.32
					Total :	1,514.32
202168	4/25/2013	000499 INLAND EMPIRE LANDSCAPE INC	5901 5919 5920 5921 5922 5923 5924	0000078 0000078 0000078 0000078 0000078 0000078 0000078	MAINTENANCE-BROKEN SPRINKLE	128.24
					LANDSCAPE MAINTENANCE ZONE	205.05
					LANDSACAPE MAINTENANCE ZON	4,177.40
					LANDSCAPE MAINTENANCE ZONE	227.16
					LANDSCAPE MAINTENANCE ZONE	1,076.95
					LANDSCAPE MAINTENANCE ZONE	207.98
					MAINTENANCE REPAIR 3/19/13 ZOI	118.81
					Total :	6,141.59
202169	4/25/2013	000304 JOE A. GONSALVES & SON	23606	0000060	CONTRACTUAL LEGISLATIVE ADVOC	3,000.00
					Total :	3,000.00
202170	4/25/2013	000079 LAN WAN ENTERPRISE	46529		TECH SUPPORT, RENAME AND INE	350.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
202170	4/25/2013	000079	000079 LAN WAN ENTERPRISE		(Continued)		
					Total :	350.00	
202171	4/25/2013	000531	LEN PERDUE & ASSOCIATES	13-019	0000081 APPRAISAL ANALYSIS, SUMMARY /	4,300.00	
					Total :	4,300.00	
202172	4/25/2013	000346	MERITAGE HOMES CO.	41113	REFUND FOR TUMF FEES PAID IN	177,460.00	
					Total :	177,460.00	
202173	4/25/2013	000085	OFFICE DEPOT	2586485001	CITY CLERK DATE STAMP	23.75	
					Total :	23.75	
13 Vouchers for bank code : wf						Bank total :	208,716.10
13 Vouchers in this report						Total vouchers :	208,716.10

City of Wildomar
Payroll Warrant Register
April 30, 2013

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
4/12/2013	Payroll People	3/23-4/5/13	21,625.68
4/26/2013	Payroll People	4/6-4/19/13	21,991.47
5/1/2013	Payroll People	4/1-4/28/13	1,044.65
		TOTAL	44,661.80

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: May 8, 2013

TO: Mayor and City Council Members
FROM: Misty V. Cheng, Finance Director
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

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

DISCUSSION:

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

FISCAL IMPACT:

None.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Treasurer's Report

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	\$ 7,216,637.24	0.00%
		TOTAL	\$ 7,216,637.24	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	\$ 6,821,315.93	\$ 875,003.59	\$ (479,682.28)	\$ 7,216,637.24	0.000%
		TOTAL	\$ 6,821,315.93	\$ 875,003.59	\$ (479,682.28)	\$ 7,216,637.24	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	\$ 1,540,155.70	\$ 1,540,155.70	\$ 1,540,155.70	100.00%	0	0.285%
	TOTAL	\$ 1,540,155.70	\$ 1,540,155.70	\$ 1,540,155.70	100.00%		

CITY - TOTAL CASH AND INVESTMENT \$ 8,756,792.94

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,540,155.70	\$ 0.00	\$ 0.00	\$ 1,540,155.70	0.285%
	TOTAL	\$ 1,540,155.70	\$ 0.00	\$ 0.00	\$ 1,540,155.70	

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

I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.

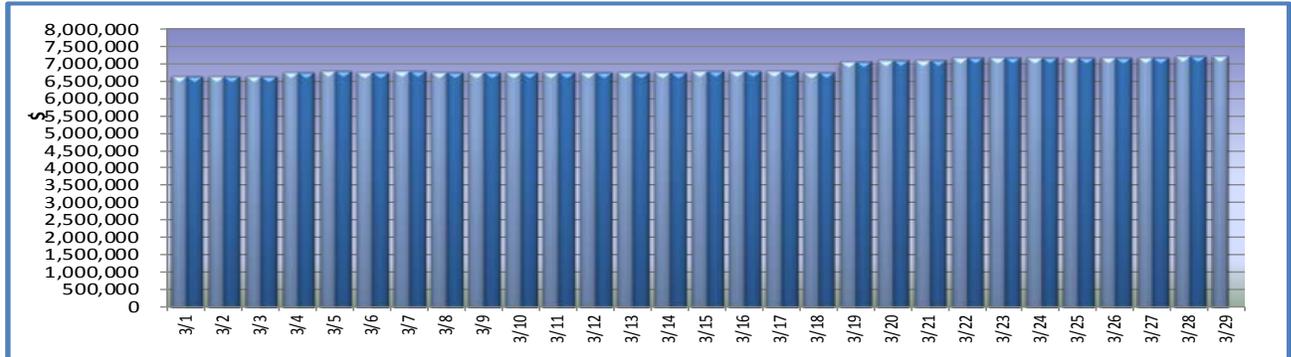
Misty V. Cheng
Controller

Date



March 2013

Daily Cash Balance All Funds Checking Only Pool Report Balance



Fiscal Year	Ending Balance	Monthly Net Activity
Jan 2012	3,459,306	
Feb 2012	2,106,711	(1,352,595)
Mar 2012	2,102,433	(4,279)
Apr 2012	3,052,012	949,579
May 2012	5,602,180	2,550,168
June 2012	4,566,993	(1,035,187)
July 2012	4,200,028	(366,965)
August 2012	4,109,986	(90,042)
Sept 2012	4,225,751	115,764
Oct 2012	3,856,256	(369,494)
Nov 2012	3,865,806	9,550
Dec 2012	8,485,880	4,620,074
Jan 2013	8,278,187	(207,693)
Feb 2013	6,821,316	(1,456,871)
Mar 2013	7,216,637	395,321

March 2013		
Date	Ending Balance In Whole \$	Net Change from Prior Day
3/1	6,659,032	-
3/2	6,659,032	-
3/3	6,659,032	-
3/4	6,752,769	93,737
3/5	6,789,172	36,404
3/6	6,777,031	(12,141)
3/7	6,788,631	11,600
3/8	6,777,296	(11,335)
3/9	6,777,296	-
3/10	6,777,296	-
3/11	6,773,061	(4,235)
3/12	6,777,370	4,309
3/13	6,766,437	(10,933)
3/14	6,774,665	8,228
3/15	6,779,144	4,478
3/16	6,779,144	-
3/17	6,779,144	-
3/18	6,756,273	(22,870)
3/19	7,055,905	299,631
3/20	7,094,970	39,065
3/21	7,092,986	(1,984)
3/22	7,175,723	82,736
3/23	7,175,723	-
3/24	7,175,723	-
3/25	7,177,251	1,529
3/26	7,170,469	(6,782)
3/27	7,192,443	21,974
3/28	7,216,881	24,438
3/29	7,216,637	(244)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: May 8, 2013

TO: Mayor and City Council Members
FROM: Matthew C. Bassi, Planning Director
SUBJECT: Oak Creek Canyon Project (Planning Application No. 11-0261) – Continued from April 23, 2013

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council continue all items listed below on the Oak Creek Canyon Project (Planning Application No. 11-0261) to an adjourned regular City Council meeting of May 22, 2013:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2013 - 10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AND CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (SCH# 2012031064) AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE OAK CREEK CANYON RESIDENTIAL/COMMERCIAL PROJECT CONSISTING OF GENERAL PLAN AMENDMENT NO. 11-0261, CHANGE OF ZONE NO. 11-0261, FARM SPECIFIC PLAN NO. 116-C/W, AMENDMENT NO. 4 (PLANNING APPLICATION NO. 11-0261) AND TENTATIVE TRACT MAP NO. 36388

2. Adopt a Resolution entitled:

RESOLUTION NO. 2013 - 11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT (PLANNING APPLICATION NO. 11-0261) TO: 1) AMEND THE GENERAL PLAN LAND USE MAP FROM MEDIUM DENSITY RESIDENTIAL TO MEDIUM HIGH DENSITY RESIDENTIAL FOR PHASE/PLANNING AREAS NO. 9 AND 18; 2) TO AMEND THE GENERAL PLAN LAND USE MAP FROM MEDIUM DENSITY RESIDENTIAL (ON A PORTION OF APN: 362-080-004) TO COMMERCIAL RETAIL FOR PHASE/PLANNING AREA NO. 19 AND 3) INCREASE THE SIZE OF PHASE/PLANNING AREA NO. 19 FROM 1.0 ACRES TO 5.0 ACRES AND RELOCATE THE PHASE/PLANNING AREA TO THE SOUTHWEST CORNER OF BUNDY CANYON ROAD AND SUNSET AVENUE (ON A PORTION OF APN:

362-080-004) FOR THE OAK CREEK CANYON RESIDENTIAL/COMMERCIAL PROJECT

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

ORDINANCE NO. 77

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 11-0261) TO CHANGE THE ZONING MAP FROM: 1) R-1 (ONE-FAMILY DWELLING) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR PHASE/PLANNING AREA NO. 9; 2) R-1 (ONE-FAMILY DWELLING) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR PHASE/PLANNING AREA NO. 18; AND 3) C-P-S (SCENIC HIGHWAY COMMERCIAL) TO C-1/C-P (GENERAL COMMERCIAL) FOR PHASE/PLANNING AREA NO. 19 FOR THE OAK CREEK CANYON RESIDENTIAL/COMMERCIAL PROJECT

4. Adopt a Resolution entitled:

RESOLUTION NO. 2013 - 12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING FARM SPECIFIC PLAN NO. 116-C/W, AMENDMENT NO. 4 TO ESTABLISH SPECIAL DEVELOPMENT STANDARDS AND DESIGN GUIDELINES FOR THE OAK CREEK CANYON RESIDENTIAL/COMMERCIAL PROJECT

5. Adopt a Resolution entitled:

RESOLUTION NO. 2013 - 13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 36388 FOR THE SUBDIVISION OF APPROXIMATELY 151.23 ACRES INTO 275 LOTS FOR FUTURE SINGLE FAMILY RESIDENTIAL DEVELOPMENT (WITH PRIVATE PARKS, OPEN SPACE/TRAILS, AND RECREATIONAL AMENITIES), AND ONE (1) LOT FOR FUTURE COMMERCIAL/RETAIL DEVELOPMENT SUBJECT TO CONDITIONS FOR THE OAK CREEK CANYON RESIDENTIAL/COMMERCIAL PROJECT

DISCUSSION

On March 27, 2013, the City Council first reviewed the proposed Oak Creek Canyon project and Environmental Impact Report. The Council received public testimony as part of the public hearing process. The Council also received approximately eight comment letters from various people just prior to, and at the meeting. As adequate time did not exist to review the comments and prepare responses, the applicant requested the Council continue the public hearing to the April 23, 2013 special meeting.

As of the April 23 Council meeting, review of the comment letters and preparation of the response to comments document was still in progress, thus, staff and the applicant had requested a continuance of the agenda item to the May 8, 2013 Council meeting. As of the date of this staff report, staff needs to finalize just a few items to complete the response to comments document. Thus, we are asking that the agenda item be continued to an adjourned regular City Council meeting of May 22, 2013.

Submitted by:
Matthew C. Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: May 8, 2013

TO: Mayor and City Council Members

FROM: Parks Subcommittee (Mayor Pro Tem Swanson, Councilwoman Moore)
Gary Nordquist, City Manager

SUBJECT: Great Day of Service - October 26, 2013

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Great Day of Service on October 26, 2013 in the City of Wildomar and direct Staff to be available to assist the volunteer community members coordinating and participating in the program which will repair and rehabilitate many features of the Wildomar parks on October 26, 2013.

BACKGROUND/DISCUSSION:

Tom Pilkington of the local Methodist Church presented a concept program at the publicly noticed meeting of the Wildomar Parks Subcommittee on May 1, 2013. This program is designed to repair and rehabilitate the Wildomar City Parks using volunteers and donated materials. Following the presentation and discussion about the proposed Great Day of Service program, Subcommittee Members Bridgette Moore and Marsha Swanson concurred that this program concept should be brought before the City Council for review, discussion and consideration.

The Great Day of Service program is an event in which members of the local Methodist Churches identify a community project in need of repair and coordinate the repair program consisting of local residential volunteers and donated materials. Last year the local group coordinated work groups that included over 250 volunteers using donated materials valued in the thousands of dollars and provided the needed repairs to a local community facility. All work was completed within one day.

The concept program for the Great Day of Service at the three Wildomar parks would include over 500 volunteers, donations and contributions of materials from local suppliers estimated at \$200,000 to be used to rehabilitate the parks on Saturday October 26, 2013. Improvement projects would include, repairing field turf, re-establishing shrubs and trees using drought tolerant materials, redesigning park areas for water conservation, providing shade structures, removing graffiti and repairing numerous facility structures, fences and play ground equipment.

Following the loss of the park revenues in September 2010, the City was unable to fiscally provide for the cost of maintenance and utilities at the parks. Thus, two of the

three City parks were closed and the most active park, Marna O'Brien, was planned to be maintained by residents, volunteering their time and conducting fund raisers to pay for utilities. Since the loss of those park revenues, the parks conditions have significantly deteriorated, even with the best efforts of the volunteers during the past two year period.

With the overwhelming support of the residents at the ballot box last November, the annual park tax of \$28.00 per parcel was re-established and will be effective July 1, 2013. This funding measure would provide for park repair and rehabilitation during the first six months of Fiscal Year 2013-14. The funding measure will also assure the ability to pay for the on-going park maintenance costs. Originally, the City had estimated spending over \$100,000 after July 1, 2013 to repair the parks for re-opening in late 2013/early 2014. The proposed Great Day of Service at Wildomar parks would not only provide the Wildomar residents and neighbors the opportunity to participate in the re-opening of City Parks, but would also save the parks program thousands of dollars in repairs that are needed before the parks can be re-opened.

FISCAL IMPACT:

No cost impact to the current budget and if the program is approved, potential cost savings will be included in the FY 2013-14 budget.

Submitted and Approved by:
Gary Nordquist
City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: May 8, 2013

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: Purchasing Ordinance Amendment - Contracts for Services

STAFF REPORT

RECOMMENDATION:

That the City Council introduce and approve for first reading an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AMENDING CHAPTER 3.28 OF THE
WILDOMAR MUNICIPAL CODE PERTAINING TO
CONTRACTING FOR SERVICES

BACKGROUND:

Chapter 3.28 of the Wildomar Municipal Code currently governs contracts for consulting and professional services, while Chapter 3.24 governs purchases of supplies and equipment. Confusion has arisen over what procedures the City must follow when contracting for services other than consulting and professional services, such as landscape maintenance and janitorial services that are not associated with a public works project (public works projects are governed by Chapter 3.32). The proposed Ordinance revises Chapter 3.28 to address this issue and clarify that all contracts for services (that are not public works contracts) are governed by the provisions of Chapter 3.28. The Ordinance also reorganized the provisions of Chapter 3.28 to simplify the chapter and eliminate overlapping provisions.

In addition, the Ordinance proposes to add a section on interim urgency contracting that would allow the City Manager to execute a contract without complying with the competitive bidding requirements for contracts of \$50,000 or more if there is an immediate need for the services and the term of the contract is only for so long as is necessary for the services to be provided while the City conducts the required competitive bidding process. To assist in the review of the recommended changes a copy of the redline version of the current Municipal Code Chapter 3.28 is provided as attachment A.

CEQA review is not required for this Ordinance because it is not a "project" as that term is defined by CEQA. Because the Ordinance only regulates contracting procedures,

there is no potential for any direct or indirect physical change in the environment due to the adoption of this Ordinance.

FISCAL IMPACTS:

None.

Submitted and Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

A. Redline Version of Current Municipal Code Chapter 3.28

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 3.28 OF THE WILDOMAR MUNICIPAL CODE PERTAINING TO CONTRACTING FOR SERVICES.

WHEREAS, Chapter 3.28 of the Wildomar Municipal Code contains procedures for contracting for consulting and professional services; and,

WHEREAS, this Chapter authorizes the City Manager to execute contracts for consulting and professional services that do not exceed \$50,000 in value without having to take the contract to the Council for prior approval; and,

WHEREAS, Section 3.28.010 (“Purpose”) states that consultant contracts include any contract that is not a contract for a Public Project or a purchase of supplies and equipment; and,

WHEREAS, the City desires to clarify the provisions of Chapter 3.28 with respect to contracts for services other than professional services and the procedures that apply to contracting for various types of professional services; and,

WHEREAS, this Ordinance is not a project under CEQA because there is no potential for a direct or indirectly physical impact on the environment.

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

SECTION 1: Amendment of Chapter 3.28. Chapter 3.28 of the Wildomar Municipal Code is hereby amended to read as follows.

“CHAPTER 3.28 CONTRACTS FOR SERVICES

3.28.010 Definitions

3.28.020 Contracts of \$50,000 or less

3.28.030 Contracts over \$50,000

3.28.040 Discretionary process

3.28.050 Amendments after award

§ 3.28.010 DEFINITIONS.

OTHER SERVICES. Services that are not Professional Services.

PROFESSIONAL SERVICES. Services that involve the exercise of professional discretion and independent judgment based on advanced or specialized knowledge, expertise or training gained by formal study or experience. Professional services include, but are not limited to, services provided by appraisers, attorneys, instructors, insurance advisors, those professions listed in Government Code Section 4526, and other specialized consultants.

SERVICES. The furnishing of labor, time or effort by a contractor.

§ 3.28.020 CONTRACTS OF \$50,000 OR LESS.

(A) The City Manager, or his or her designee, shall be empowered to contract for Professional or Other Services without the necessity of competitive bid, without notice of competitive bid, and without City Council approval of the contract if the total fee for services and materials under the contract is fifty thousand dollars (\$50,000.00) or less. The total fee must include all reasonably foreseeable costs and work under the proposed contract. Except as allowed under Section 3.28.030(F), the proposed contract must include any reasonably related work on the same project, and larger contracts shall not be divided into smaller contracts, divided among multiple contractors, or divided by any other method intended to avoid competitive bidding under Section 3.28.030. The City Manager may designate a person or persons to exercise any authority granted to him or her by this Chapter 3.28.

(B) Contracts for architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services, as defined by California Government Code Sections 4525 and 4526, shall be awarded on the basis of demonstrated competence and qualification for the type of services required, and at fair and reasonable prices.

(C) Contractors may submit statements of qualifications and expressions of interest in providing services to the City, whether in response to a Request for Qualifications issued by the City or not. The City may specify a uniform format for statements of qualifications. Statements of qualifications may be project specific or may be for multiple projects which occur during a time period not exceeding one three calendar years. Statements of qualifications shall be maintained by the City Clerk's office, consistent with the City's document retention policies. A copy of any Request for Proposals for services issued pursuant to Section 3.24.030 shall be provided to each person or firm that has a current statement of qualification on file with the City for work relevant to the Request for Proposals.

§ 3.28.030 CONTRACTS OVER \$50,000.

A contract for Professional or Other Services valued over fifty thousand dollars (\$50,000.00) must be entered into by use of competitive sealed proposals. Proposals for the contract shall be solicited through a Request for Proposals.

(A) Public Notice. Public notice of the Request for Proposals shall be given in the same manner as provided in Section 3.24.110(A) (Formal Contract Procedure, Notice

inviting bids). A copy of the Request for Proposals shall be provided to each person or firm that has a current statement of qualification on file with the City for work relevant to the Request for Proposals.

(B) Receipt of Proposals and Release as Public Records. Proposals shall be received and opened in a method that avoids disclosure of contents to competing proposers until after award of the contract or final rejection of all proposals. The Request for Proposals must state that after award of the contract or final rejection of all proposals, all responses become public records subject to disclosure. A copy of each proposal received shall be retained by the City Clerk as required by the City's document retention policies, and shall be open for public inspection after award of the contract or final rejection of all proposals.

(C) Evaluation Factors. The Request for Proposals shall state the relative importance of evaluation factors, including price.

(D) Evaluation of Proposals. After the due date for proposals, the City Manager or his/her designee shall evaluate the proposals and may contact any proposer for clarification of a proposal, to solicit additional information, or for purposes of interviewing. The City Manager or his/her designee may choose to contact all, some, or none of the responding proposers after the proposals are submitted to the City.

(E) Award. The contract shall be awarded to the responsible proposer whose proposal conforms to the Request for Proposals and is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposals and price. The City Manager shall prepare and place in the contract file maintained by the City Clerk's office a written report detailing the basis on which the recommendation for award of contract is made. For contracts entered into pursuant to this section, the City Manager shall submit a report of the proposals to the City Council with a recommendation concerning acceptance or rejection thereof, and the City Council shall approve or disapprove the recommendation and award the contract. Contracts for architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services, as defined by California Government Code Sections 4525 and 4526, shall be awarded on the basis of demonstrated competence and qualification for the type of services required, and at fair and reasonable prices.

(F) Interim Urgency Contracts. The City Manager may execute a contract for Professional or Other Services without the necessity of competitive bid, without notice of competitive bid, and without City Council approval of the contract if the following criteria are satisfied:

1. There is an immediate need for the Professional or Other Services to protect the public health, safety or welfare.

2. The contract term is only for so long as is reasonably necessary for the Professional or Other Services to be provided while the City conducts the competitive bidding process required by this Section.

§ 3.28.050 DISCRETIONARY PROCESS.

Except where it would conflict with state law, the City Council or City Manager, as applicable, may dispense with any or all of this Chapter’s procedures when they deem in their discretion it would be advantageous to the City to do so.

§ 3.28.060 AMENDMENTS AFTER AWARD.

In instances where the City effects a necessary change in the project during the course of performance of the contract, the compensation may be adjusted by mutual written agreement in a reasonable amount. The reasonable amount shall reflect and compensate the contractor for the amount of work to be performed that is changed from the scope of work previously agreed to by both parties. For contracts approved pursuant to Section 3.28.020, the City Manager may approve one or more amendments to compensation if the total amount of the compensation under the contract will not exceed \$50,000. The City Council shall approve all amendments to compensation for contracts approved pursuant to Section 3.28.030, and for amendments to compensation for contracts approved pursuant to Section 3.28.020 that would cause the total compensation to exceed \$50,000.”

SECTION 2. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. Effective Date. This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 4. Publication. The City Clerk shall cause this ordinance to be published or posted in accordance with Government Code section 36933.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

Timothy Walker
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

Attachment

A

**Redline Version of Current
Municipal Code Chapter 3.28**

~~“CHAPTER 3.28 CONTRACTS FOR CONSULTING AND PROFESSIONAL SERVICES~~

~~3.28.010 Purpose Definitions~~

~~3.28.020 Consulting Contracts of \$50,000 or less~~

~~3.28.030 Consulting Contracts over \$50,000~~

~~3.28.040 Contracting procedures for architectural, engineering and other construction related professional services~~

~~3.28.0540 Discretionary process~~

~~3.28.050 Amendments after award~~

§ 3.28.010 PURPOSE DEFINITIONS.

~~The City Council finds and declares that the competitive bid process is ill-suited for the selection of consultants and professional services. Consultants are required for professional or technical expertise and for matters requiring specialized abilities or a high degree of skill. Their numbers in relation to a particular skill or expertise required are comparatively limited. Where consultants are involved, the bidding process is not likely to result in a lower price to the City or eliminate unnecessary expense or delay. Consultant contracts include any contract that is not a Public Project or a contract for the purchase of supplies and equipment. Regardless of the method of contracting used as set forth in this chapter, such contract shall be assigned a contract number by the City Clerk for filing and tracking purposes.~~

OTHER SERVICES. ~~Services that are not Professional Services.~~

PROFESSIONAL SERVICES. ~~Services that involve the exercise of professional discretion and independent judgment based on advanced or specialized knowledge, expertise or training gained by formal study or experience. Professional services include, but are not limited to, services provided by appraisers, attorneys, instructors, insurance advisors, those professions listed in Government Code Section 4526, and other specialized consultants.~~

SERVICES. ~~The furnishing of labor, time or effort by a contractor.~~

§ 3.28.020 CONSULTING CONTRACTS OF \$50,000 OR LESS.

~~(A) The City Manager, or his or her designee, shall be empowered to engage a consultant (including, but not limited to, material testing service, construction inspection services, testing, appraising, environmental, planning, financial, legal, development processing, governmental operations, special studies, and other services~~

~~related thereto)~~ contract for Professional or Other Services without the necessity of competitive bid, without notice of competitive bid, and without City Council approval of the ~~consultant's~~ contract if the ~~consultant's~~ total fee for services and materials under the contract ~~by which the consultant is engaged~~ is fifty thousand dollars (\$50,000.00) or less. The ~~consultant's~~ total fee must include all reasonably foreseeable costs and work under the proposed contract. Except as allowed under Section 3.28.030(F), ~~t~~The proposed contract must include any reasonably related work on the same project, and larger contracts shall not be divided into smaller contracts, divided among multiple ~~contractors~~ consultants, or divided by any other method intended to avoid competitive bidding under Section 3.28.030. The City Manager may designate a person or persons to exercise any authority granted to him or her by this Chapter 3.28.

(B) Contracts for architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services, as defined by California Government Code Sections 4525 and 4526, shall be awarded on the basis of demonstrated competence and qualification for the type of services required, and at fair and reasonable prices.

(C) Contractors may submit statements of qualifications and expressions of interest in providing services to the City, whether in response to a Request for Qualifications issued by the City or not. The City may specify a uniform format for statements of qualifications. Statements of qualifications may be project specific or may be for multiple projects which occur during a time period not exceeding one three calendar years. Statements of qualifications shall be maintained by the City Clerk's office, consistent with the City's document retention policies. A copy of any Request for Proposals for services issued pursuant to Section 3.24.030 shall be provided to each person or firm that has a current statement of qualification on file with the City for work relevant to the Request for Proposals.

§ 3.28.030 ~~CONSULTING~~ CONTRACTS OVER \$50,000.

A contract for ~~consulting~~ Professional or Other ~~S~~services valued over fifty thousand dollars (\$50,000.00) must be entered into by use of competitive sealed proposals. Proposals for the contract shall be solicited through a Request for Proposals.

(A) Public Notice. Public notice of the Request for Proposals shall be given in the same manner as provided in Section 3.24.110(A) (Formal Contract Procedure, Notice inviting bids). A copy of the Request for Proposals shall be provided to each person or firm that has a current statement of qualification on file with the City for work relevant to the Request for Proposals.

(B) Receipt of Proposals and Release as Public Records. Proposals shall be received and opened in a method that avoids disclosure of contents to competing ~~consultants~~ proposers until after award of the contract or final rejection of all proposals. The Request for Proposals must state that after award of the contract or final rejection of all proposals, all responses become public records subject to disclosure. A copy of each proposal received shall be retained by the City Clerk as required by the City's document retention policies, and shall be open for public inspection after award of the contract or final rejection of all proposals.

(C) Evaluation Factors. The Request for Proposals shall state the relative importance of evaluation factors, including price.

(D) Evaluation of Proposals. After the due date for proposals, the City Manager or his/her designee shall evaluate the proposals and may contact any ~~proposing consultant~~ proposer for clarification of a proposal, to solicit additional information, or for purposes of interviewing. The City Manager or his/her designee may choose to contact all, some, or none of the responding ~~consultants~~ proposers after the proposals are submitted to the City.

(E) Award. The contract shall be awarded to the responsible ~~consultant~~ proposer whose proposal conforms to the Request for Proposals and is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposals and price. The City Manager shall prepare and place in the contract file maintained by the City Clerk's office a written report detailing the basis on which the recommendation for award of contract is made. For contracts entered into pursuant to this section, the City Manager shall submit a report of the proposals to the City Council with a recommendation concerning acceptance or rejection thereof, and the City Council shall approve or disapprove the recommendation and award the contract. Contracts for architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services, as defined by California Government Code Sections 4525 and 4526, shall be awarded on the basis of demonstrated competence and qualification for the type of services required, and at fair and reasonable prices.

(F) Interim Urgency Contracts. The City Manager may execute a contract for Professional or Other Services without the necessity of competitive bid, without notice of competitive bid, and without City Council approval of the contract if the following criteria are satisfied:

1. There is an immediate need for the Professional or Other Services to protect the public health, safety or welfare.

2. The contract term is only for so long as is reasonably necessary for the Professional or Other Services to be provided while the City conducts the competitive bidding process required by this Section.

~~§ 3.28.040 CONTRACTING PROCEDURES FOR ARCHITECTURAL, ENGINEERING AND OTHER CONSTRUCTION RELATED PROFESSIONAL SERVICES~~

~~(A) Authority. For the purpose of procuring the services of architectural, landscape architectural, engineering, environmental, land surveying services, construction project management, or other similar services, as defined by California Government Code Sections 4525 and 4526, the following selection procedures shall be used.~~

~~(B) Policy. It is the policy of this City to negotiate contracts for architectural, landscape architectural, engineering, environmental, land surveying services, or construction project management, or other similar services on the basis of demonstrated competence and qualification for the type of services required, and at fair and reasonable prices.~~

~~(C) Selection Procedure~~

~~(1) Statement of Qualifications. Persons engaged in providing the types of professional services designated in Section 3.28.040 (A) may submit statements of qualifications and expressions of interest in providing such professional services. The City may specify a uniform format for statements of qualifications. Statements of qualifications may be project specific or may be for multiple projects which occur during a time period not exceeding one calendar years. Statements of qualifications shall be maintained by the City Clerk's office, consistent with the City's document retention policies.~~

~~(2) Form of Request for Proposals. The Request for Proposals shall describe the services required, list the types of information and data required of each consultant, list the evaluation factors and state the relative importance of identified qualifications.~~

~~(3) Public Notice. Public notice of the Request for Proposals shall be given in the same manner as provided in Section 3.24.110(A) (Formal Contract Procedure, Notice inviting bids). A copy of the Request for Proposals also shall be provided to each consultant or firm that has a current statement of qualification on file with the City for work relevant to the Request for Proposals.~~

~~(4) Receipt of Proposals. Proposals shall be received and opened in a method that avoids disclosure of contents to competing consultants during the process of negotiation. A copy of each proposal received shall be retained by the City Clerk consistent with the City's document retention policies, and shall be open for public inspection after award of the contract or final rejection of all proposals.~~

~~(5) Evaluation of Proposals. The City Manager or his/her designee shall evaluate the proposals based upon the evaluation factors set forth in the Request for Proposals. The City Manager or his/her designee may contact some, all or none of the responding consultants for clarification, additional information or interviews to assist in the ranking of the proposals~~

~~(6) Negotiation and Award of Contract.~~

~~(a) The City Manager shall negotiate a contract with the best qualified consultant for architectural, landscape architectural, engineering, environmental, land surveying services, construction project management, or other similar services at compensation which the City Manager determines is fair and reasonable to the City.~~

~~(b) If the City Manager is unable to negotiate a satisfactory contract with the consultant considered to be the most qualified, at a price determined to be fair and reasonable to the City, negotiations with that consultant shall be terminated in writing. The City Manager shall then undertake negotiations with the second most qualified firm. If the City Manager is unable to negotiate a satisfactory contract with the second most qualified firm, the City Manager shall terminate negotiations in writing and continue on in the same fashion with the next qualified firm until a satisfactory contract has been negotiated.~~

~~(c) If the City Manager is unable to negotiate a satisfactory contract with any of the selected firms, the City Manager shall select additional consultants in order of their competence and qualification and continue negotiations in accordance with this Chapter until an agreement is reached.~~

~~(7) Contract Approval.~~

~~(a) Contracts over \$50,000. For contracts greater than fifty thousand dollars (\$50,000.00), once the City Manager has negotiated a satisfactory contract with the best qualified consultant at compensation that the City Manager determines is fair and reasonable to the City, the City Manager shall submit a report of the proposals to the City Council with a recommendation concerning acceptance or rejection thereof, and the City Council shall approve or disapprove the recommendation and award the contract.~~

~~(b) Contracts \$50,000 or less. For contracts of fifty thousand dollars or less (\$50,000.00) once the City Manager has negotiated a satisfactory contract with the best qualified consultant at compensation that the City Manager determines is fair and reasonable to the City, the City Manager shall award the contract in accordance with Section 3.28.020.~~

~~(9) Amendments after Award. In instances where the City effects a necessary change in the project during the course of performance of the contract, the consultant's compensation may be adjusted by mutual written agreement in a reasonable amount. The reasonable amount shall reflect and compensate the consultant for the amount of work to be performed by the firm that is changed from the scope of work previously agreed to by both parties. The City Manager may approve one or more amendments to a consultant's compensation if the total amount of the amendments do not exceed 15% of the original amount of the contract, or \$50,000, whichever is lower. The City Council shall approve all other amendments to a consultant's compensation.~~

~~(D) Inapplicability to Technical Work. In accordance with California Government Code section 4529, this section shall not apply where the City Manager, or his or her designee, determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would not be in the public interest.~~

§ 3.28.050 DISCRETIONARY PROCESS.

Except where it would conflict with state law, the City Council or City Manager, as applicable, may dispense with any or all of this Chapter's procedures when they deem in their discretion it would be advantageous to the City to do so.

§ 3.28.060 AMENDMENTS AFTER AWARD.

In instances where the City effects a necessary change in the project during the course of performance of the contract, the compensation may be adjusted by mutual written agreement in a reasonable amount. The reasonable amount shall reflect and compensate the contractor for the amount of work to be performed that is changed from the scope of work previously agreed to by both parties. For contracts approved pursuant to Section 3.28.020, the City Manager may approve one or more amendments to compensation if the total amount of the compensation under the contract will not exceed \$50,000. The City Council shall approve all amendments to compensation for contracts approved pursuant to Section 3.28.030, and for amendments to compensation for contracts approved pursuant to Section 3.28.020 that would cause the total compensation to exceed \$50,000."

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: May 8, 2013

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: Lease Agreements for Cemetery Property and Little League Equipment

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve Lease Agreement with Wildomar Cemetery District to lease parcels 3 and 4 (APN's 376-060-001-3 and 376-060-016-7) for recreational purposes consistent with California Health and Safety Code § 9054(b); and
2. Approve License Agreement with Wildomar Little League representative to use the equipment on Wildomar Cemetery parcels 3 and 4 (APN's 376-060-001-3 and 376-060-016-7).

BACKGROUND/DISCUSSION:

The Wildomar Cemetery District had licensed parcels 3 and 4 of cemetery property to the Wildomar Little League in the past. Wildomar Little League and community supporters made improvements on the parcels (baseball fields, bleachers, snack bar etc.) and baseball games were held on the two fields. This past year, Wildomar Little League did not renew its license with the Cemetery District, which is now a Subsidiary District of the City of Wildomar, due to a reorganization of the League with plans to resume organized baseball in Wildomar in the near future. Coincidentally, with the City of Wildomar planning to close the City park fields for up to six months while repairs and rehabilitation projects take place, the City has a need to use the former little league fields for recreational activities.

DISCUSSION:

In order to use the baseball fields located on Wildomar Cemetery parcels 3 and 4 for recreational purposes, the City will enter in to a lease agreement with the Cemetery District which is consistent with the uses provided in California State Health and Safety Code § 9054(b).

An additional agreement with Wildomar Little League is required to use the facilities Wildomar Little League and the community have built on parcels 3 and 4. The City will

conduct recreational activities on these parcels and any proceeds from use fees will be used to offset expenses incurred with the maintenance of these fields.

FISCAL IMPACT:

Existing General Funds will be used for the lease expense and the maintenance costs during the month of June 2013. The future costs and revenues will be included in the soon to be released proposed budget for Fiscal Years 2013/14 and 2014/15.

Submitted and Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

- (A) Lease Agreement with Wildomar Cemetery District
- (B) License Agreement with Wildomar Little League

Attachment

A

Lease Agreement with
Wildomar Cemetery District

LEASE AGREEMENT

This **LEASE AGREEMENT** ("Lease"), dated this ____ day of May, 2013, by and between the Wildomar Cemetery District, a public cemetery district established pursuant to the Public Cemetery District Law (Health & Safety Code § 9000 *et seq.*), hereinafter referred to as "District," and the City of Wildomar, a California municipal corporation, hereinafter referred to as "City".

RECITALS

- A. District owns certain real property referred to as Parcels Nos. 3 and 4 more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Property").
- B. District entered into a one year License Agreement on March 1, 2012 with Little League Baseball, Inc., for the Property ("License Agreement"). Little League Baseball improved the Property for use as a baseball field and installed backstops, bleachers, benches and other facilities ("Facilities") on the Property.
- C. Section 4.1.1 of the License Agreement gave District "the right, but not the obligation, to remove said 'Facilities'" at Little League's expense if Little League does not remove the Facilities within thirty (30) days of the expiration of the License Agreement.
- D. The License Agreement expired over thirty (30) days ago and the Facilities remain on the Property. The City now desires to lease the Property and make it available to the public for baseball use. City intends to allow the public to use the Property for baseball games and practices by reservation upon payment of an appropriate fee. If no one has reserved the Property, then the public may make use of the Property on a first come, first served basis free of charge, subject to reasonable rules and regulations.
- E. In light of the City's desire to lease the Property and use it as a baseball field, District has decided not to exercise its right to remove the Facilities pursuant to Section 4.1.1 of the License Agreement.
- F. District does not own the Facilities, and City will make separate arrangements with Little League Baseball for the use of the Facilities.
- G. Health and Safety Code § 9054(b) provides a public cemetery district "may lease land acquired for future cemetery use to a public agency for recreational use, provided that the district has filed with the county recorder a declaration of intention to use the land for a cemetery."
- H. The District acquired the Property for future cemetery use and desires to lease the Property to the City for recreational use pursuant to Section 9054(b) and the District

will record the required declaration of intention to use the Property for a cemetery before this Lease take effect.

OPERATIVE PROVISIONS

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

1. **LEASE**: District leases, lets and demises to City, and the City does hereby lease from the District, the Property.
2. **TERM**: The term of this Lease shall be for a one (1) year period commencing on the day the Declaration of Intention required by Section 3 of this Lease is recorded with the Riverside County Recorder. City maintains the option to renew the Lease for two additional one (1) year periods by providing written notice to District at least thirty (30) days prior to the expiration of the original or any subsequent term.
3. **DECLARATION OF INTENTION**: District shall record with the Riverside County Recorder the Declaration of Intention to use the Property for a cemetery attached hereto as Exhibit "B" and incorporated herein by this reference. This Lease shall not take effect until the Declaration of Intention is recorded.
4. **TERMINATION WITHOUT CAUSE**: District or City may terminate this Lease at any time without cause by notifying the other party in writing at least thirty (30) days prior to the termination date.
5. **RENT**: City agrees to pay on the commencement date of the Lease the sum of One Dollar (\$1.00) as annual rent for the Property. If City opts to renew the Lease pursuant to Section 2, the City will pay One Dollar (\$1.00) as annual rent for each year the term of this Lease is extended.
6. **PRINCIPAL USE OF PROPERTY**: The Property will be used by the City for the principal purpose of providing baseball fields for public use. The City may determine, in its sole discretion, the terms and conditions upon which the Property is made open for public use.
7. **UTILITIES; MAINTENANCE**: City shall be responsible for arranging and paying for all utilities serving the Property, including but not limited to water, electricity, and solid waste collection. City shall be responsible for maintaining the Property in good condition, general wear and tear excepted. City agrees to take all prudent action to protect the Property from any damage or injury caused by the exercise of this Lease. City shall pay to District all costs incurred by District for the repair of such damage or injury.
8. **GENERAL INDEMNITY**. City shall indemnify, protect, defend and hold harmless District, and their elected and appointed officials, officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all claims, actions, liabilities, damages, losses, judgments, costs and expenses (including reasonable

attorneys' fees and costs), (collectively "Claims") which the Indemnified Parties, or any of them, may suffer or incur arising from any default by City under this Lease or from City's use of the Property, or from any activity, work or things done, permitted or suffered by City in or about the Property, and shall further indemnify, protect, defend and hold harmless the Indemnified Parties, and each of them, from and against any Claims arising from any negligence of City, its agents, contractors, servants, employees, or licensees.

8.1 The foregoing indemnity shall not extend to any Claims to the extent arising from the grossly negligent, willful or intentional acts or omissions of the Indemnified Parties, or any of them, as to all of which Claims District shall indemnify, protect, defend and hold harmless City.

8.2 City shall cause any third party who has reserved the Property for its use to agree to indemnify the City and District on substantially the same terms as provided in this Section 8.

9. INSURANCE: Throughout the term of this Lease, at City's sole cost and expense, City shall maintain in full force insurance coverage, including self-insurance retention, in an amount not less than One Million Dollars (\$1,000,000) per occurrence. The policy shall insure performance by City of its indemnity obligations under Section 8, but the limits of such policy shall not limit City's liability under said Section or this Lease.

9.1 Any third parties reserving the Property for their use must have the same amounts and types of insurance coverage as City, and must add the District and City as additional Insureds, unless the City Manager approves different amounts and types of insurance coverage.

9.2 City shall also maintain worker's compensation insurance coverage as required by California law.

10. ASSIGNMENT AND SUBLETTING: City may sublet the Property as it deems appropriate, provided that any sublease shall be in writing and shall not conflict with the terms of this Lease.

11. TITLE TO FIXTURES: All personal property and materials installed in the Property by the City (other than alterations which shall be deemed to be a part of the realty) shall be and remain the property of the City, and at the expiration of the Lease, the City may, within thirty (30) days, remove from said Premises all of such personal property and materials, provided that all costs connected with the removal thereof shall be at the expense of City. City further agrees to repair at its sole cost and expense all damage and waste that may result from the removal of such personal property and materials.

12. NONDISCRIMINATION: City covenants for itself, its successors and assigns, and all persons claiming under or through it as follows (and this Lease is made and accepted upon and subject to the following conditions): that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, ancestry, or physical

disability in violation of the Americans with Disabilities Act (42 USC 12101, *et seq.*) in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall City itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation based on the foregoing suspect classifications with reference to the selection, location, number, use or occupancy of lessees, sublessees or vendees of the land herein leased.

13. SEVERABILITY: If any term, provision, covenant or condition of this Lease should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Lease shall continue in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

14. INTERPRETATION: The laws of the State of California shall govern the validity, construction and effect of this Lease.

15. AMENDMENTS: No amendment to or modification of this Lease shall be valid unless made in writing and approved by the District and City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

16. ENTIRE AGREEMENT: This Lease, including Exhibits "A" and "B", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between District or City prior to the execution of this Lease. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

17. WAIVER: Waiver by any party to this Lease of any term, condition, or covenant of this Lease shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Lease shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Lease.

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

**DISTRICT:
WILDOMAR CEMETERY DISTRICT**

Gary Nordquist, General Manager

CITY:
CITY OF WILDOMAR

Gary Nordquist, City Manager

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM

Thomas D. Jex, City Attorney

EXHIBIT "A"

Cemetery District Parcels 3 and 4, located at 21400 Palomar Street, Wildomar, CA 92595.

APNs: 376-060-001-3
376-060-016-7

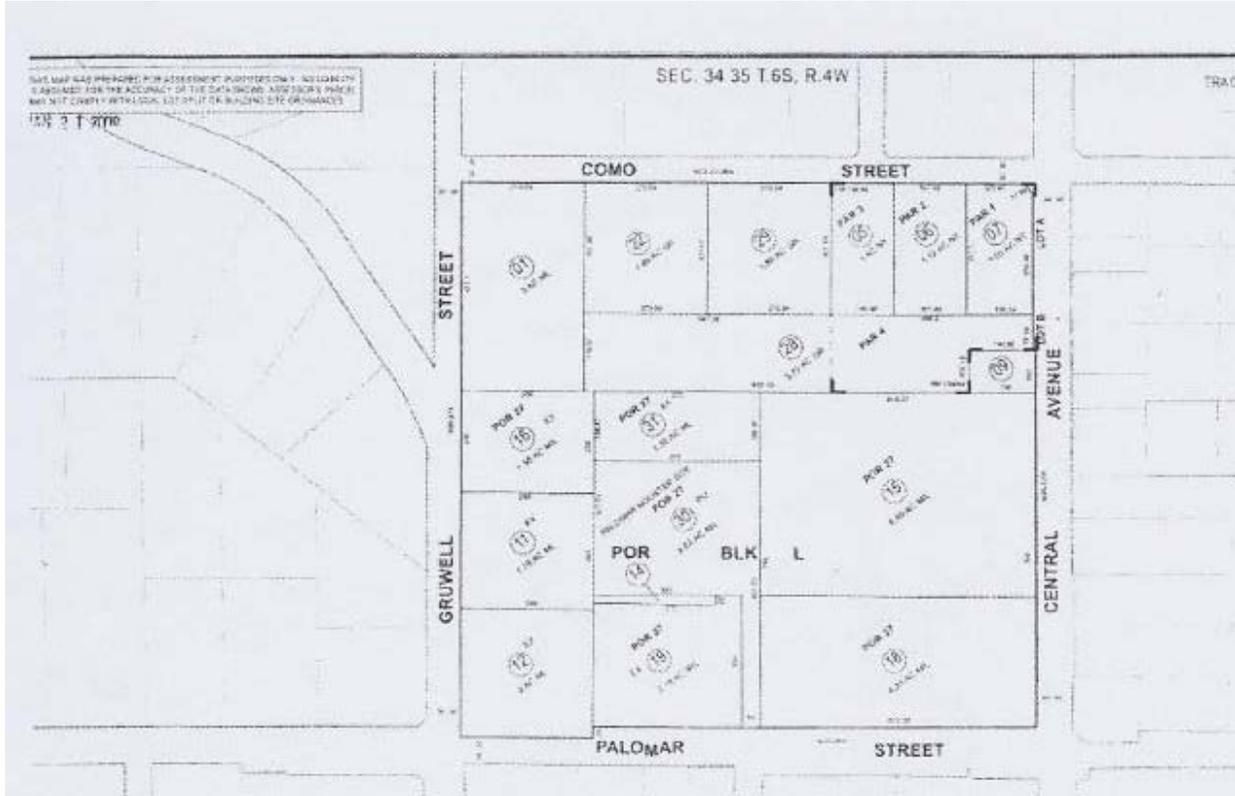


EXHIBIT "B"

OFFICIAL BUSINESS
Document entitled to free
recording per Government
Code § 6103 and § 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WILDOMAR CEMETERY
DISTRICT
21400 Palomar Street
Wildomar, CA 92595
Attention: General Manager

Space above this line for Recorder's Use

**DECLARATION OF INTENTION
TO USE LAND FOR A CEMETERY**

The Wildomar Cemetery District, a public cemetery district established pursuant to the Public Cemetery District Law (Health & Safety Code § 9000 *et seq.*) hereby declares its intention to use the following parcels of real property for a cemetery in the future:

1. APN 376-060-001-3
2. APN 376-060-016-7

Date: _____

By: _____
Gary Nordquist, General Manager

STATE OF CALIFORNIA

)

) ss.

COUNTY OF RIVERSIDE

)

On _____, 2013 before me, _____, Notary Public, personally appeared Gary Nordquist, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Attachment B

License Agreement
with Wildomar Little
League

LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("License"), dated this ____ day of May, 2013, by and between Little League Baseball, Incorporated, hereinafter referred to as "Licensor," and the City of Wildomar, a California municipal corporation, hereinafter referred to as "City".

RECITALS

- A. Licensor previously licensed certain real property located at 21400 Palomar Street, Wildomar, California, ("Property") from the Wildomar Cemetery District for the purpose of operating and maintaining a little league baseball field and installed backstops, bleachers, benches and other facilities ("Facilities") on the Property in connection with its activities. The Facilities are more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. City desires to lease the Property from the Wildomar Cemetery District for public use as a baseball field and wants Licensor to commit to leave the Facilities on the Property so that the City may use the Facilities.
- C. Licensor desires to leave the Facilities on the Property to avoid the costs of removing the Facilities and to facilitate the use of the Property for baseball games and practices by the public.

OPERATIVE PROVISIONS

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

1. **LICENSE**: Licensor licenses to City, and the City does hereby License from the Licensor, the Facilities.
2. **TERM**: The term of this License shall be for a one (1) year period commencing on the date the City's lease of the Property commences. This License shall not take effect if the City does not enter into a lease for the Property. City maintains the option to renew the License for two additional one (1) year periods by providing written notice to Licensor at least thirty (30) days prior to the expiration of the original or any subsequent term.
3. **LICENSE FEE**: City agrees to pay on the commencement date of this License the sum of One Dollar (\$1.00) for the use of the Facilities during the term of the License. If City opts to renew the License pursuant to Section 2, the City will pay One Dollar (\$1.00) for each year the term of this License is extended.

4. TERMINATION WITHOUT CAUSE: Licensor or City may terminate this License at any time without cause by notifying the other party in writing at least thirty (30) days prior to the termination date.

5. USE; MAINTENANCE: It is hereby acknowledged and agreed that the Facilities are being provided to City in as as-is condition and Licensor makes no representation regarding the condition of the Facilities. City shall maintain the Facilities in good condition, general wear and tear excepted. City agrees to take all prudent action to protect the Property from any damage or injury caused by the exercise of this License. City shall pay to Licensor all costs incurred by Licensor for the repair of such damage or injury.

6. GENERAL INDEMNITY. City shall indemnify, protect, defend and hold harmless Licensor, and their elected and appointed officials, officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all claims, actions, liabilities, damages, losses, judgments, costs and expenses (including reasonable attorneys' fees and costs), (collectively "Claims") which the Indemnified Parties, or any of them, may suffer or incur arising from City's use of the Facilities, and shall further indemnify, protect, defend and hold harmless the Indemnified Parties, and each of them, from and against any Claims arising from any negligence of City, its agents, contractors, servants, employees, or licensees. The foregoing indemnity shall not extend to any Claims to the extent arising from the grossly negligent, willful or intentional acts or omissions of the Indemnified Parties, or any of them, as to all of which Claims Licensor shall indemnify, protect, defend and hold harmless City.

7. SEVERABILITY: If any term, provision, covenant or condition of this License should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this License shall continue in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

8. INTERPRETATION: The laws of the State of California shall govern the validity, construction and effect of this License.

9. AMENDMENTS: No amendment to or modification of this License shall be valid unless made in writing and approved by the Licensor and City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10. ENTIRE AGREEMENT: This License, including Exhibit "A", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Licensor or City prior to the execution of this License. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

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

**LICENSOR:
LITTLE LEAGUE BASEBALL, INCORPORATED**

Tim Underdown

**CITY:
CITY OF WILDOMAR**

Gary Nordquist, City Manager

ATTEST:

Debbie Lee, City Clerk

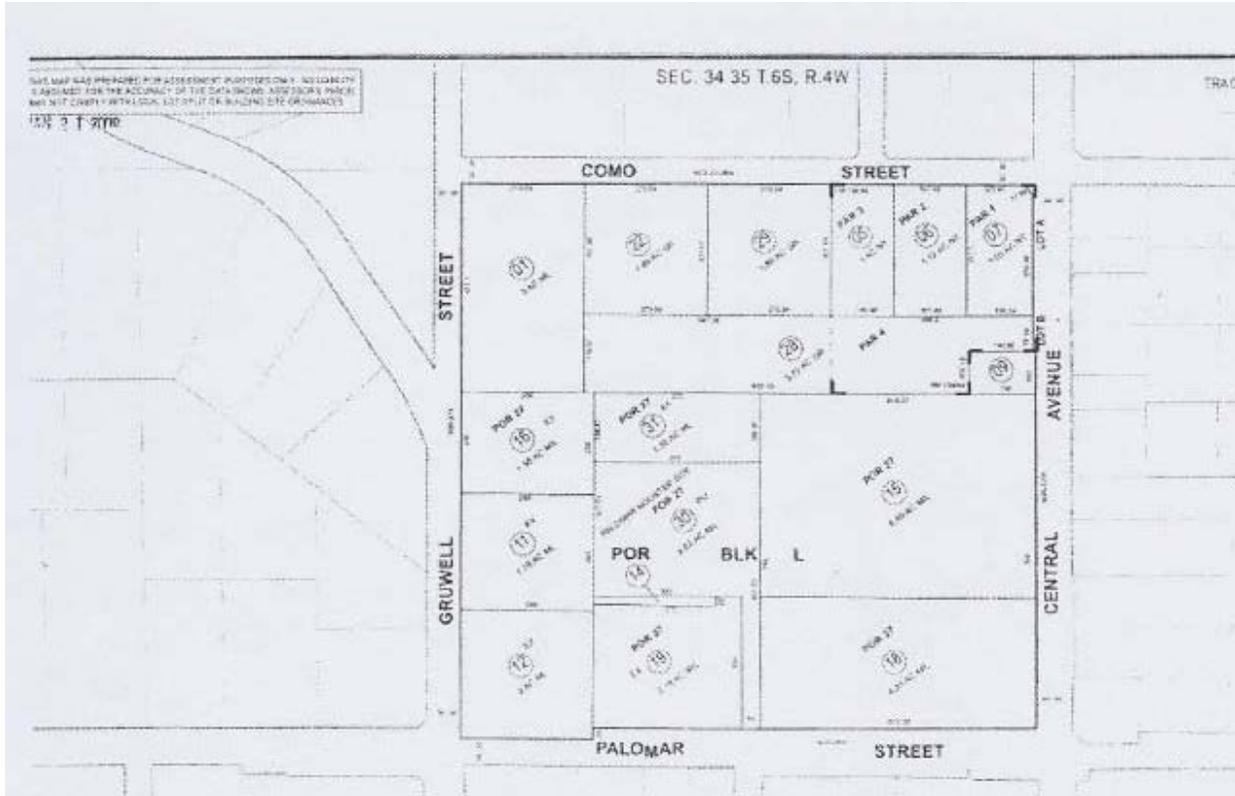
APPROVED AS TO FORM

Thomas D. Jex, City Attorney

EXHIBIT "A"

Cemetery District Parcels 3 and 4, located at 21400 Palomar Street, Wildomar, CA 92595.

APNs: 376-060-001-3
376-060-016-7



CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: May 8, 2013

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: City Application to Use Live-Scan services

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2013 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, TO SUBMIT AN APPLICATION REQUESTING LIVE SCAN
SERVICES

And

2. Designate the City Clerk as the Custodian of Records for the City of Wildomar.

BACKGROUND/DISCUSSION:

A component of the City of Wildomar's plan to provide increased service levels and programs, is reviewing current operating processes and recommending operational changes in which efficiencies and increased effectiveness are achieved. As the City looks forward to offering new programs using additional staff, who may be working with the youth of the community, background checks, including fingerprinting services, are required and needed by the City.

The Live Scan is a system for the electronic submission of applicant fingerprints and the subsequent automated background check and response. Live scan technology replaces the process of recording an individual's fingerprint patterns manually through a rolling process using ink and a standard 8" x 8" fingerprint card. Fingerprints can be digitalized through an electronic process (Live Scan), enabling the electronic transfer of the fingerprint image data, in combination with personal descriptor information, to central computers at the Department of Justice (DOJ). This transfer of information takes place in a matter of seconds, instead of the days required to send hard copy fingerprint cards through the U.S. mail.

Penal Code section 11105(b)(11) authorizes the Attorney General to furnish criminal history information to a city if the information is needed to assist the city in fulfilling employment, certification or licensing duties. In addition, a city council may specifically authorized access to criminal history information if necessary to implement a statute, ordinance or regulation that contains requirements and/or exclusion on persons who have been convicted of certain offenses. In addition to state level summary criminal history information, a city may request federal level summary criminal history information from the Federal Bureau of Investigation (FBI).

For the City to start the application process for Live Scan services the City Council must submit a signed resolution outlining the request of services. Additionally, as part of the process, the City must designate a Custodian of Records. The Custodian of Records is the individual designated by an agency as responsible for the hiring decisions, and for the security, storage, dissemination, and destruction of the criminal records furnished to the agency, and who serves as the primary contact for the State Department of Justice (DOJ) for any related issues. Each agency must designate at least one Custodian of Records and the City Clerk is recommended to fulfill this role for the City of Wildomar.

Upon resolution approval, staff will complete and forward the application for consideration.

FISCAL IMPACT:

No cost impact to the current budget.

Submitted and Approved by:
Gary Nordquist
City Manager

RESOLUTION NO. 2013 - _____
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, TO SUBMIT AN APPLICATION REQUESTING LIVE SCAN SERVICES**

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, or governing body of a city, county, district or joint powers authorities to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

NOW, THEREFORE, BE IT RESOLVED that the City of Wildomar is hereby authorized to access state and federal level summary criminal history information for employment (including volunteers and contract employees), licensing, or certification purposes and may not disseminate the information to a private entity.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2013.

Timothy Walker
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Debbie A. Lee, CMC
City Clerk

**CITY OF WILDOMAR
WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
APRIL 10, 2013**

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The regular meeting of April 10, 2013, of the Wildomar Cemetery District was called to order by Chairman Walker at 9:09 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

Board Roll Call showed the following Members in attendance: Chairman Walker, Vice Chairman Swanson, Trustees Benoit, Cashman, and Moore. Members absent: None.

Staff in attendance: General Manager Nordquist, District Counsel Jex, and Clerk of the Board Lee.

PUBLIC COMMENTS

There were no speakers.

BOARD COMMUNICATIONS

None.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Trustee Moore, seconded by Trustee Benoit, to approve the agenda as presented.

MOTION carried, 5-0.

4.0 CONSENT CALENDAR

A MOTION was made by Trustee Benoit, seconded by Trustee Moore, to approve the Consent Calendar as presented.

MOTION carried, 5-0.

4.1 Minutes – February 13, 2013 Regular Meeting

Approved the Minutes as submitted.

4.2 Minutes – March 13, 2013 Regular Meeting

Approved the Minutes as submitted.

4.3 Warrant Register

Approved the following:

1. Warrant Register dated 03-07-13, in the amount of \$1,100.81;
2. Warrant Register dated 03-14-13, in the amount of \$115.08;
3. Warrant Register dated 03-21-13, in the amount of \$168.60; &
4. Warrant Register dated 03-28-13, in the amount of \$352.49.

4.4 Treasurer’s Report

Approved the Treasurer’s Report for February, 2013.

4.5 Memorial Day Service Event 2013

Approved the Special Event Application and Permit for Memorial Day Service provided at the Cemetery by the Faith Baptist Church.

5.0 PUBLIC HEARINGS

There were no items scheduled.

6.0 GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

None.

CEMETERY DISTRICT COUNSEL REPORT

None.

FUTURE AGENDA ITEMS

None

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business Chairman Walker declared the meeting adjourned at 9:10 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Timothy Walker
Chairman

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: May 8, 2013

TO: Chairman and Board of Trustees
FROM: Misty V. Cheng, Controller
SUBJECT: Warrant Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 04-04-13, in the amount of \$639.12;
2. Warrant Register dated 04-15-13, in the amount of \$364.84; &
3. Warrant Register dated 04-24-13, in the amount of \$192.83.

DISCUSSION:

The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

FISCAL IMPACT:

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

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Warrant Register dated April 4, 2013
Warrant Register dated April 15, 2013
Warrant Register dated April 24, 2013

vchlist
04/04/2013 1:52:37PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202096	4/4/2013	000388 ALARM FINANCIAL SERVICES, TNSS	98271		CEMETERY ALARM MONITORING 4	60.00
					Total :	60.00
202097	4/4/2013	000367 CINTAS CORPORATION	55580828		STAFF UNIFORM MAINTENANCE	28.23
					Total :	28.23
202098	4/4/2013	000012 ELSINORE VALLEY MUNICIPAL, WATER	6035527		CEMETERY WATER SERVICES 2/21	304.45
					Total :	304.45
202099	4/4/2013	000186 RIGHTWAY	722022		CEMETERY RESTROOM MAINTENANCE	77.80
					Total :	77.80
202100	4/4/2013	000020 VERIZON	31913		CEMETERY VOICE/INTERNET SERVICE	168.64
					Total :	168.64
5 Vouchers for bank code : wf						Bank total : 639.12
5 Vouchers in this report						Total vouchers : 639.12

Page: 1

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202119	4/15/2013	000442 ARCO GASPRO PLUS	BG28185 BG628185		CEMETERY VEHICLE FUEL CREDIT MEMO - LATE FEE/FINANC	151.50 -53.03 Total : 98.47
202120	4/15/2013	000367 CINTAS CORPORATION	55583494		STAFF UNIFORM MAINTENANCE	28.23 Total : 28.23
202121	4/15/2013	000022 EDISON	32913		CEMETERY ELECTRICAL SERVICE	95.65 Total : 95.65
202122	4/15/2013	000020 VERIZON	32213		CEMETERY VOICE/INTERNET SER	129.99 Total : 129.99
202123	4/15/2013	000368 WHITNEY'S DRINKING WATER	32713		CEMETERY DRINKING WATER	12.50 Total : 12.50
5 Vouchers for bank code : wf					Bank total :	364.84
5 Vouchers in this report					Total vouchers :	364.84

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
202158	4/24/2013	000367 CINTAS CORPORATION	55586079		STAFF UNIFORM MAINTENANCE	28.23	
			55588726		STAFF UNIFORM MAINTENANCE	28.23	
					Total :	56.46	
202159	4/24/2013	000011 CR&R INC.	264204		WASTE SERVICES - 3 YD COMMER	124.12	
					Total :	124.12	
202160	4/24/2013	000368 WHITNEY'S DRINKING WATER	41013		CEMETERY DRINKING WATER	12.25	
					Total :	12.25	
3 Vouchers for bank code : wf						Bank total :	192.83
3 Vouchers in this report						Total vouchers :	192.83

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: May 8, 2013

TO: Chairman and Board of Trustees

FROM: Misty V. Cheng, Controller

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Report.

DISCUSSION:

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

FISCAL IMPACT:

None at this time.

Submitted by:
Misty V. Cheng
Controller

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Treasurer's Report

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

DISTRICT INVESTMENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>	<u>STATED RATE</u>
EDWARD JONES	\$ 128,186.42	\$ 128,186.42	\$ 128,186.42	100.00%	0	0.000%
TOTAL	\$ 128,186.42	\$ 128,186.42	\$ 128,186.42	100.00%		

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
EDWARD JONES	\$ 127,715.57	\$ 470.85	\$ 0.00	\$ 128,186.42	0.000%
TOTAL	\$ 127,715.57	\$ 470.85	\$ 0.00	\$ 128,186.42	

TOTAL INVESTMENT \$ 128,186.42

CASH HELD BY RIVERSIDE COUNTY

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
CEMETERY	RIVERSIDE COUNTY	\$ 0.00	0.00%
DEF COMP	RIVERSIDE COUNTY	0.00	0.00%
ENDOWMENT	RIVERSIDE COUNTY	0.05	0.00%
TOTAL		\$ 0.05	

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
CEMETERY	RIVERSIDE COUNTY	\$ -59.25	\$ 59.25	\$ 0.00	\$ 0.00	0.000%
DEF COMP	RIVERSIDE COUNTY	0.00	0.00	0.00	0.00	
ENDOWMENT	RIVERSIDE COUNTY	0.05	0.00	0.00	0.05	0.000%
TOTAL		\$ -59.20	\$ 59.25	\$ 0.00	\$ 0.05	

In compliance with the California Code Section 53646, as the General Manager of the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.
I also certify that this report reflects all Government Agency pooled investments and all District's bank balances.

Misty V. Cheng
Controller

Date

WILDOMAR CEMETERY DISTRICT
Agenda Item #6.1
GENERAL BUSINESS
Meeting Date: May 8, 2013

TO: Chairman and Board of Trustees
FROM: Gary Nordquist, General Manager
SUBJECT: Volunteer Clean Up Day - May 18, 2013

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve a volunteer clean up day on May 18, 2013.

BACKGROUND/DISCUSSION:

Prior to the Memorial Day event at the Wildomar Cemetery, a group of volunteers from the Boy Scouts, the Historical Society and other residents have offered to provide monument cleaning services. This has been done in the past and this year, the Historical Society has offered to provide the cleaning supplies. The activity would take place on Saturday May 18, 2013.

FISCAL IMPACTS:

No Impact to the adopted budget.

Submitted and Approved by:
Gary Nordquist
General Manager

WILDOMAR CEMETERY DISTRICT
Agenda Item #6.2
GENERAL BUSINESS
Meeting Date: May 8, 2013

TO: Chairman and Board of Trustees
FROM: Gary Nordquist, General Manager
SUBJECT: Lease Agreement with City of Wildomar for Parcels 3 and 4

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve a Lease Agreement with the City of Wildomar to lease parcels 3 and 4 (APN's 376-060-001-3 and 376-060-016-7) for recreational purposes consistent with California State Health and Safety Code § 9054(b).

BACKGROUND/DISCUSSION:

The District had licensed parcels 3 and 4 of cemetery property to the Wildomar Little League in the past. Wildomar Little League and community supporters made improvements on the parcels (baseball fields, bleachers, snack bar etc.) and baseball games were held on the two fields. This past year, Wildomar Little League did not renew its lease with the District, due to a reorganization of the League with plans to resume organized baseball in Wildomar in the near future. Coincidentally the City of Wildomar planning to close the City park fields for up to six months while repairs and rehabilitation projects take place, the City has a need to use the former little league fields for recreational activities.

DISCUSSION:

In order to use the baseball fields located on 3 and 4 for recreational purposes, the District will record a Declaration of Intention to Use Land for a Cemetery document (exhibit B) and enter into a lease agreement with the City of Wildomar. These recreational uses are consistent with the uses provided in California State Health and Safety Code § 9054(b).

FISCAL IMPACT:

No Fiscal Impact to the Wildomar Cemetery District Funds.

Submitted and Approved by:
Gary Nordquist
General Manager

Attachment:

A - Lease Agreement with the City of Wildomar

Attachment

A

Lease Agreement with
The City of Wildomar

LEASE AGREEMENT

This **LEASE AGREEMENT** ("Lease"), dated this ____ day of May, 2013, by and between the Wildomar Cemetery District, a public cemetery district established pursuant to the Public Cemetery District Law (Health & Safety Code § 9000 *et seq.*), hereinafter referred to as "District," and the City of Wildomar, a California municipal corporation, hereinafter referred to as "City".

RECITALS

- A. District owns certain real property referred to as Parcels Nos. 3 and 4 more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Property").
- B. District entered into a one year License Agreement on March 1, 2012 with Little League Baseball, Inc., for the Property ("License Agreement"). Little League Baseball improved the Property for use as a baseball field and installed backstops, bleachers, benches and other facilities ("Facilities") on the Property.
- C. Section 4.1.1 of the License Agreement gave District "the right, but not the obligation, to remove said 'Facilities'" at Little League's expense if Little League does not remove the Facilities within thirty (30) days of the expiration of the License Agreement.
- D. The License Agreement expired over thirty (30) days ago and the Facilities remain on the Property. The City now desires to lease the Property and make it available to the public for baseball use. City intends to allow the public to use the Property for baseball games and practices by reservation upon payment of an appropriate fee. If no one has reserved the Property, then the public may make use of the Property on a first come, first served basis free of charge, subject to reasonable rules and regulations.
- E. In light of the City's desire to lease the Property and use it as a baseball field, District has decided not to exercise its right to remove the Facilities pursuant to Section 4.1.1 of the License Agreement.
- F. District does not own the Facilities, and City will make separate arrangements with Little League Baseball for the use of the Facilities.
- G. Health and Safety Code § 9054(b) provides a public cemetery district "may lease land acquired for future cemetery use to a public agency for recreational use, provided that the district has filed with the county recorder a declaration of intention to use the land for a cemetery."

H. The District acquired the Property for future cemetery use and desires to lease the Property to the City for recreational use pursuant to Section 9054(b) and the District will record the required declaration of intention to use the Property for a cemetery before this Lease take effect.

OPERATIVE PROVISIONS

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

1. **LEASE**: District leases, lets and demises to City, and the City does hereby lease from the District, the Property.
2. **TERM**: The term of this Lease shall be for a one (1) year period commencing on the day the Declaration of Intention required by Section 3 of this Lease is recorded with the Riverside County Recorder. City maintains the option to renew the Lease for two additional one (1) year periods by providing written notice to District at least thirty (30) days prior to the expiration of the original or any subsequent term.
3. **DECLARATION OF INTENTION**: District shall record with the Riverside County Recorder the Declaration of Intention to use the Property for a cemetery attached hereto as Exhibit "B" and incorporated herein by this reference. This Lease shall not take effect until the Declaration of Intention is recorded.
4. **TERMINATION WITHOUT CAUSE**: District or City may terminate this Lease at any time without cause by notifying the other party in writing at least thirty (30) days prior to the termination date.
5. **RENT**: City agrees to pay on the commencement date of the Lease the sum of One Dollar (\$1.00) as annual rent for the Property. If City opts to renew the Lease pursuant to Section 2, the City will pay One Dollar (\$1.00) as annual rent for each year the term of this Lease is extended.
6. **PRINCIPAL USE OF PROPERTY**: The Property will be used by the City for the principal purpose of providing baseball fields for public use. The City may determine, in its sole discretion, the terms and conditions upon which the Property is made open for public use.
7. **UTILITIES; MAINTENANCE**: City shall be responsible for arranging and paying for all utilities serving the Property, including but not limited to water, electricity, and solid waste collection. City shall be responsible for maintaining the Property in good condition, general wear and tear excepted. City agrees to take all prudent action to protect the Property from any damage or injury caused by the exercise of this Lease. City shall pay to District all costs incurred by District for the repair of such damage or injury.

8. GENERAL INDEMNITY. City shall indemnify, protect, defend and hold harmless District, and their elected and appointed officials, officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all claims, actions, liabilities, damages, losses, judgments, costs and expenses (including reasonable attorneys' fees and costs), (collectively "Claims") which the Indemnified Parties, or any of them, may suffer or incur arising from any default by City under this Lease or from City's use of the Property, or from any activity, work or things done, permitted or suffered by City in or about the Property, and shall further indemnify, protect, defend and hold harmless the Indemnified Parties, and each of them, from and against any Claims arising from any negligence of City, its agents, contractors, servants, employees, or licensees.

8.1 The foregoing indemnity shall not extend to any Claims to the extent arising from the grossly negligent, willful or intentional acts or omissions of the Indemnified Parties, or any of them, as to all of which Claims District shall indemnify, protect, defend and hold harmless City.

8.2 City shall cause any third party who has reserved the Property for its use to agree to indemnify the City and District on substantially the same terms as provided in this Section 8.

9. INSURANCE: Throughout the term of this Lease, at City's sole cost and expense, City shall maintain in full force insurance coverage, including self-insurance retention, in an amount not less than One Million Dollars (\$1,000,000) per occurrence. The policy shall insure performance by City of its indemnity obligations under Section 8, but the limits of such policy shall not limit City's liability under said Section or this Lease.

9.1 Any third parties reserving the Property for their use must have the same amounts and types of insurance coverage as City, and must add the District and City as additional Insureds, unless the City Manager approves different amounts and types of insurance coverage.

9.2 City shall also maintain worker's compensation insurance coverage as required by California law.

10. ASSIGNMENT AND SUBLETTING: City may sublet the Property as it deems appropriate, provided that any sublease shall be in writing and shall not conflict with the terms of this Lease.

11. TITLE TO FIXTURES: All personal property and materials installed in the Property by the City (other than alterations which shall be deemed to be a part of the realty) shall be and remain the property of the City, and at the expiration of the Lease, the City may, within thirty (30) days, remove from said Premises all of such personal property and materials, provided that all costs connected with the removal thereof shall be at the expense of City. City further agrees to repair at its sole cost and expense all damage and waste that may result from the removal of such personal property and materials.

12. NONDISCRIMINATION: City covenants for itself, its successors and assigns, and all persons claiming under or through it as follows (and this Lease is made and accepted upon and subject to the following conditions): that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, ancestry, or physical disability in violation of the Americans with Disabilities Act (42 USC 12101, *et seq.*) in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall City itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation based on the foregoing suspect classifications with reference to the selection, location, number, use or occupancy of lessees, sublessees or vendees of the land herein leased.

13. SEVERABILITY: If any term, provision, covenant or condition of this Lease should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Lease shall continue in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

14. INTERPRETATION: The laws of the State of California shall govern the validity, construction and effect of this Lease.

15. AMENDMENTS: No amendment to or modification of this Lease shall be valid unless made in writing and approved by the District and City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

16. ENTIRE AGREEMENT: This Lease, including Exhibits "A" and "B", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between District or City prior to the execution of this Lease. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

17. WAIVER: Waiver by any party to this Lease of any term, condition, or covenant of this Lease shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Lease shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Lease.

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

DISTRICT:
WILDOMAR CEMETERY DISTRICT

Gary Nordquist, General Manager

CITY:
CITY OF WILDOMAR

Gary Nordquist, City Manager

ATTEST:

Debbie Lee, City Clerk

APPROVED AS TO FORM

Thomas D. Jex, City Attorney

EXHIBIT "B"

OFFICIAL BUSINESS
Document entitled to free
recording per Government
Code § 6103 and § 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WILDOMAR CEMETERY
DISTRICT
21400 Palomar Street
Wildomar, CA 92595
Attention: General Manager

Space above this line for Recorder's Use

**DECLARATION OF INTENTION
TO USE LAND FOR A CEMETERY**

The Wildomar Cemetery District, a public cemetery district established pursuant to the Public Cemetery District Law (Health & Safety Code § 9000 *et seq.*) hereby declares its intention to use the following parcels of real property for a cemetery in the future:

1. APN 376-060-001-3
2. APN 376-060-016-7

Date: _____

By: _____
Gary Nordquist, General Manager