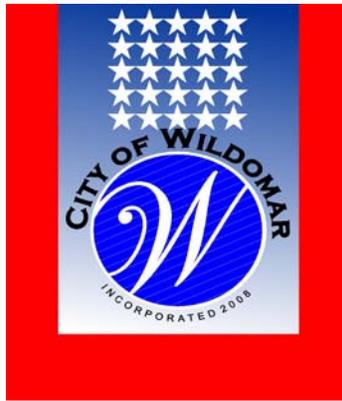


CITY OF WILDOMAR
CITY COUNCIL

AGENDA

7:00 P.M.

JUNE 24, 2009
Council Chambers
23873 Clinton Keith Road



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

City Manager
John Danielson

City Attorney
Julie Hayward Biggs

**WILDOMAR CITY COUNCIL
REGULAR MEETING AGENDA
JUNE 24, 2009**

ORDER OF BUSINESS: Public sessions of all regular meetings of the City Council begin at 7:00 P.M. Closed Sessions begin at 6:00 P.M. or such other time as noted.

REPORTS: All agenda items and reports are available for review at: Wildomar City Hall, 23873 Clinton Keith Road; 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. If you wish to be added to the regular mail list to receive a copy of the agenda, a request must be made through the City Clerk's office in writing or by e-mail.

PUBLIC COMMENTS: Prior to the business portion of the agenda, the City Council will receive public comments regarding any agenda items or matters within the jurisdiction of the governing body. This is the only opportunity for public input except for scheduled public hearing items. The Mayor or chairperson will separately call for testimony at the time of each public hearing. If you wish to speak, please complete a "Public Speaker/Comment Card" available at the door. The completed form is to be submitted to the City Clerk prior to an individual being heard. Lengthy testimony should be presented to the Council in writing (8 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker.

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

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

7:00 P.M.

Convene the regular meeting of June 24, 2009.

Roll Call

Flag Salute

Presentations Wildomar Little League All-Stars

Code Enforcement Update

Presentation by the Lake Elsinore & San Jacinto Watersheds
Authority – Mark Norton, Authority Administrator

PUBLIC COMMENTS

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

1. CONSENT CALENDAR

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

- 1 A. Approve the reading by title only of all ordinances
- 1 B. Approve the regular meeting minutes dated June 10, 2009
- 1 C. Approve Warrant Register dated June 10, 2009, in the amount of \$6,910.99; Approve Warrant Register dated June 24, 2009, in the amount of \$266,235.67; Approve Payroll Warrant Register dated June 8, 2009, in the amount of \$1,280.28; and Approve Payroll Warrant Register dated Jun 12, 2009, in the amount of \$1,894.17
- 1 D. Receive and file the Treasurer's Report for May 2009

- 1 E. Approve FY2008/09 Third Quarter Budget Changes
- 1 F. Adopt Resolution No. 09-35 Authorizing the City Manager to Execute a Consultant Service Agreement with Psomas for Assessment Engineering Services

RESOLUTION NO. 09 - 35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE CITY MANAGER TO EXECUTE A SOLE SOURCE CONTRACT FOR ASSESSMENT ENGINEERING SERVICES FOR COMMUNITY SERVICE AREAS 22, 142 AND 103 AND LANDSCAPE MAINTENANCE DISTRICT 2006-1 FOR A NOT TO EXCEED AMOUNT OF \$33,054

- 1 G. Award of Traffic Signal Maintenance Services Contract
- 1 H. Adopt Resolution No. 09-36 Authorizing the City Manager to Execute a Cooperative Agreement Between the City of Wildomar and Riverside County for Slurry and Cape Seal Improvements

RESOLUTION NO. 09 - 36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FINAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF WILDOMAR AND RIVERSIDE COUNTY FOR SLURRY AND CAPE SEAL IMPROVEMENTS IN VARIOUS LOCATIONS IN WILDOMAR AS DETERMINED BY THE CITY ATTORNEY

- 1 I. Award of Public Works Maintenance and Maintenance management Services Contract
- 1 J. Energy Efficiency and Conservation Block Grant Program information
- 1 K. Adopt Resolution No. 09-37 Intention to Grant Electricity Franchise

RESOLUTION NO. 09 - 37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO GRANT AN ELECTRICITY FRANCHISE TO THE SOUTHERN CALIFORNIA EDISON COMPANY

- 1 L. Adopt Resolution No. 09-38 Establishing the Transient Occupancy Tax (TOT) Encouragement Program

RESOLUTION NO. 09 - 38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ESTABLISHING THE TRANSIENT OCCUPANCY TAX
ENCOURAGEMENT PROGRAM

- 1 M. Adopt Resolution No. 09-39 Authorizing the City Manager to Execute an Agreement for Services between the County of Riverside, Department of Environmental Health and the City of Wildomar

RESOLUTION NO. 09 - 39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT BETWEEN THE CITY OF WILDOMAR AND THE COUNTY OF
RIVERSIDE FOR VECTOR CONTROL SERVICES, TECHNICAL ASSISTANCE
PLAN REVIEW, INSPECTION AND OTHER SERVICES PROVIDED THROUGH
THE COMMUNITY HEALTH AGENCY, DEPARTMENT OF ENVIRONMENTAL
HEALTH

- 1 N. Adopt Resolution No. 09-40 Authorizing the City Manager to Execute an Agreement Between the County of Riverside, Transportation and Land Management Agency and the City of Wildomar

RESOLUTION NO. 09-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING THE CITY MANAGE TO EXECUTE A FINAL
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF
RIVERSIDE, TRANSPORTAION AND LAND MANAGEMENT AGENCY AND THE
CITY OF WILDOMAR AS DETERMIND BY THE CITY ATTORNEY

- 1 O. Consideration and Possible Approval of an MOU with Riverside County Relating to Continuation of Governmental Services

2. PUBLIC HEARINGS

- 2 A. Adopt Resolution No. 09-41 approving the FY2009/2010 Operating and Capital Budgets

RESOLUTION NO. 09 - 41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING THE PROPOSED CITY OF WILDOMAR FISCAL
2009/10 OPERATING AND CAPITAL BUDGETS AS SPECIFIED IN THE
BUDGET DOCUMENTS

3. GENERAL BUSINESS ITEMS

3 A. Transitioning Parks to the City of Wildomar

3 B. Districting Options and NDC Report on Public Input for the City of Wildomar

CITY MANAGER REPORT, John Danielson
Report on County Land transition

CITY ATTORNEY REPORT, Julie Hayward Biggs

COUNCIL COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURNMENT

The next regular meeting is scheduled for July 8, 2009.

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

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by telephone at (951) 677-7751, no later than 10:00 A.M. on the day preceding the schedule meeting.

POSTING STATEMENT: On June 19, 2009, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting places: Wildomar City Hall, 23873 Clinton Keith Road; U.S. Post Office, 21392 Palomar Street; and Mission Trail Library, 34303 Mission Trail Blvd.

**CITY OF WILDOMAR
CITY COUNCIL MEETING MINUTES
JUNE 10, 2009**

The regular meeting of June 10, 2009, of the Wildomar City Council was called to order by Mayor Farnam at 7:00 p.m.

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

Staff in attendance: City Manager Danielson, City Attorney Biggs, Public Works Director Kashiwagi, Assistant Planning Director Hogan, Finance Director Nordquist, Fire Chief Beach, Police Chief Cleary, and City Clerk Lee.

Flag Salute Mayor Farnam led the Flag salute.

Presentations

Jose Carvajal, PIO of Lake Elsinore School District, gave a District update. Now that school is out he would like to recap the year. They did have more budget cuts and a swine flu scare. They are now the #3 ranked, K - 12 school district, in the 23 Riverside County school districts. They started the year ranked #7. In the last three years they were ranked #11. He reported they are continuing to make improvements and achieving high marks in the State and the County.

John Garrett of the Temecula Valley Astronomers made a brief presentation. He reported on the various "star parties" they participate in. He spoke regarding light pollution and what the City could do to control it and enforce it. He showed various slides on the subject in different areas of the valley and other states.

PUBLIC COMMENTS

David Masters, resident, spoke regarding noise and specifically small 50cc pit bikes run on private property. He understands from the Police Department that they must respond to complaints of noise and the examples they gave him are lawnmowers, leaf blowers, chain saws, or go-carts. He would like to see a set level noise ordinance on private property before the Police have to issue a citation. With the current noise ordinance you cannot mow the lawn, practice a musical instrument, etc. on a Saturday afternoon. He would like the City to consider this.

Nancy Noble, reported various activities that will be taking place in the City.

1. CONSENT CALENDAR

City Clerk Lee advised on item 1B there was corrections in the spelling of a name and additional Council Comments were added. Also on item 1F the maps that were referenced were switched between the two haulers. Additionally there was added language to the Waste Management contract under Exhibit A, item #1.

Council Member Cashman inquired if there were any legal issues the Council needed to consider on 1 F.

City Attorney Biggs answered her office was involved with putting this item together and they have worked with the haulers and staff, so the answer would be no.

A Motion was made by Mayor Pro Tem Moore, seconded by Council Member Swanson, to approve the Consent Calendar as corrected.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

- 1 A. Approved the reading by title only of all ordinances.
- 1 B. Approved the special and regular meeting minutes dated May 27, 2009.
- 1 C. Approved Warrant Register dated May 28, 2009 in the amount of \$261,915.49; Approved Warrant Register dated June 4, 2009 in the amount of \$50.00; Approved Warrant Register dated June 10, 2009 in the amount of \$24,476.02; and Approved Payroll Warrant Register dated May 29, 2009 in the amount of \$1,418.67.
- 1 D. Adopted Resolution No. 09-31 authorizing the Mayor to execute an Amendment of the Western Riverside Council of Government Joint Powers Agreement to include the Eastern and Western Water Districts as voting members of the Executive Committee and General Assembly.

RESOLUTION NO. 09-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE JOINT POWERS AGREEMENT OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENT (WRCOG) TO INCLUDE THE EASTERN AND WESTERN MUNICIPAL WATER DISTRICTS AS VOTING MEMBERS OF THE GOVERNING BOARD

- 1 E. Approved an Agreement for sale of remnant road Right of Way – Renaissance Plaza.
- 1 F. Approved Franchise Agreements with CR&R and Waste Management for solid waste collection services.
- 1 G. Adopted Resolution of Intention to grant gas franchise to the Southern California Gas Company.

RESOLUTION NO. 09-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO GRANT A GAS FRANCHISE TO THE SOUTHERN CALIFORNIA GAS COMPANY

2. PUBLIC HEARINGS

- 2 A. Mayor Farnam opened the Public Hearing.

Assistant Planning Director Hogan presented the staff report stating this is an appeal of the Planning Commission’s denial of Variance No. 08-0072. He reviewed how the County came to their findings on this matter and the history. He then explained how City Staff reviewed this issue and came to their findings. The Planning Commission has heard this matter and the recommendation to the City Council is that of the Planning Commission’s. He pointed out the sign comparisons in the staff report and stated that the main sign at Bear Creek Village is approximately 65 feet and that is what Staff has been using as a benchmark for this request.

David Horenstein, applicant, stated there is an element that is missing which is the Caltrans right of way dedication that is specific to this site. He gave a brief history of the issues he has had with the property. The approved 65 foot signs no longer work due to visibility issues from the further dedication to Caltrans. There are conditions that are unique to this site which have not been taken into consideration.

Speakers:

City Clerk Lee advised two letters had been received. One from Gary Andre in favor of a site visit to see the difference in the sign heights; and one letter from Emilio & Judith Gonzalez in favor of the denial.

Judith Gonzalez, resident, read her letter in favor of denying the variance. She felt the proposed sign height is too high and does not fit with the community.

Mayor Farnam read the letter from Gary Andre requesting that the Council do a site visit to see the height variation.

There being no further speakers, Mayor Farnam closed the Public Hearing.

Council Member Ade stated that aside from the height issue, she commends the applicant for the design of the sign. She inquired how will the sign not be visible.

Mr. Horenstein answered the sign will be visible, however three of the six panels, including the address, will not be visible from the northbound lanes.

Ron Breen, sign designer for the project, explained the visibility issues.

Discussion ensued regarding compromises that could be made such as having it at 75 feet and the only visibility issue would be the bottom panel instead of the bottom three; and lit signs on the back of the building fronting the freeway.

Mayor Farnam stated he has studied the site and visited it several times, however, he cannot support an 85 foot sign.

Discussion ensued regarding the visibility of just the bottom of the sign, but being able to see the majority of the sign; and making findings to justify the sign height.

Council Member Swanson stated she cannot support this stating it doesn't fit the community.

Mayor Pro Tem Moore inquired if the information regarding the additional dedication to Caltrans was given to the Planning Commission. She stated it is something the City Council is just now hearing.

Assistant Planning Director Hogan answered it was in the Planning Commission's staff report which is what is in the staff report for the Council.

Mr. Horenstein stated they were not given where the sign was originally going to be. They were only given where we had to move the sign.

Discussion ensued regarding the blockage by the signal.

Planning Commission Chairman Devine addressed the Council stating the Commission had all of the drawings that are before the Council now and they had all the information that the Council has now. The concern was the overall height and size of the sign.

Council Member Cashman stated he feels the sign too high for the City landscape.

Discussion ensued regarding the grade on the property.

City Attorney Biggs stated the City has zoning requirements that apply across the board. The limitation is 45 feet, and in order to grant more than that there must be a clear finding that there is something special about the property that would result in an injustice if you didn't grant the variance. The County deemed the grade made the sign 20 feet below grade and that was a special circumstance and granted the variance to 65 feet. Now the City is being asked to reconsider that raise it an additional 20 feet. She advised this is something that would not be allowed on another property that was similarly situated.

Mr. Horenstein stated he would be willing to do a crane test on the site so the difference in height could be seen and understood.

Assistant Planning Director Hogan stated the Planning Commission considered this offer and decided it would not change their outlook on it. However, if the City Council would like to, that is an option that is available.

A Motion was made by Council Member Swanson, seconded by Mayor Pro Tem Moore, to adopt Resolution No. 09-33 denying variance application No. 08-0072.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

RESOLUTION NO. 09-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DENYING VARIANCE APPLICATION NO. 08-0072 TO INCREASE THE HEIGHT OF FREE-STANDING SIGN "A-1" TO 85 FEET AT WILDOMAR SQUARE SHOPPING CENTER LOCATED SOUTH OF CLINTON KEITH ROAD, EAST OF HIDDEN SPRINGS ROAD, AND WEST OF INTERSTATE 15 AND KNOWN AS ASSESSORS PARCEL NUMBER 380-110-039

3. GENERAL BUSINESS ITEMS

- 3 A. Finance Director Nordquist presented the staff report stating the haulers can request changes to their fees on an annual basis, however the City Council must approve those changes. This year Waste Management is asking for a new fee to be in place called a hauler call fee. This would cover instances where the bins are blocked and they have to come back out to the site. This fee would only cover commercial collection, not residential.

Discussion ensued regarding how fee increases comes about and that the CIP does not require Council approval as that is in the contract.

Alex Braicovich, Director of Government Affairs for Waste Management, explained the CPI is the industry standard. As to the hauler call fee, it is only for commercial, not residential, and it can become a problem.

Speakers:

City Clerk Lee advised for the record a letter was received from Martha Bridges in opposition to this fee. A letter was also received from Steve Beutz who will also be speaking.

Steve Beutz, resident, stated he is in opposition to any fee increases as he feels it is a violation of Proposition 218. If this is approved it will set a precedent for other increases such as phones.

City Attorney Biggs advised this is different from a Prop 218 issue as this is a fee for service that is tied to an existing franchise agreement. It is limited, but allowed.

A Motion was made by Mayor Pro Tem Moore, seconded by Council Member Swanson, to adopt Resolution No. 09-34 authorizing additional fees related to commercial solid waste collection services and annual rate adjustment.

RESOLUTION NO. 09-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE COLLECTION OF ADDITIONAL FEES RELATED TO COMMERCIAL SOLID WASTE COLLECTION SERVICES AND ANNUAL RATE ADJUSTMENT

Roll call vote: Ayes – 5; Noes – 0. Motion carried.

3 B. Transient Occupancy Tax encouragement program

Assistant Planning Director Hogan presented the staff report stating this is a program allowing a credit or rebate of \$10,000 for an application regarding a hotel project. Staff needs direction regarding this potential program.

Speakers:

Jim Bach stated he is in support of the proposal and feels any type of incentives would be a great help in these economic times.

Mayor Farnam stated the collective idea is to stimulate the construction industry which is the top industry in the County. The TOT is one of the highest returns a community can get back and he feels this will help get things going. He would like to see this sunset in two years and can be looked at then as to whether to continue the program or not.

Discussion ensued regarding: support for the program and having it sunset in two years; where the amount of \$10,000 came from; if the incentive would really make a difference in whether a hotel would look at Wildomar or not; and the credit would be at the time the application for a building permit is submitted to the Building Department.

Direction was given to: have the credit be up to \$10,000; would be at the time the application for a building permit is submitted to the Building Department; and the program will sunset in two years at which time the City Council can re-evaluate whether to continue the program or not.

3 C. Proposed City Logo discussion and direction.

Mayor Farnam advised the proposed logos are posted on the easels. He explained there are two types of logos shown, one is a marketing logo and the other is the 50-100 year City logo. He then went over the various elements of the logos and what they mean.

Discussion ensued regarding the various elements involved.

Council consensus on the following:

- 25 stars and blue band
- Bigger hills with sunset and the blue variations
- Established date and Incorporated date and also just one date variations
- No olive branches
- Less busy
- Elements bigger
- Remove the “beads”
- Take the three stars out
- Make the “W” unique
- Small bell, not so prominent
- Model the hills after the hills in Wildomar (from a photo)

It was the consensus of the City Council to keep the current logo as the marketing logo.

CITY MANAGER REPORT

City Manager Danielson announced at the City Council meeting of the 24th, Doug Johnson will be presenting his findings on the districting maps. Also, the Budget will be on the meeting as well. It will be a balanced budget, but will be amended when the final contracts are done. Also, the City’s First Birthday celebration will be July 1 at Elsinore High School.

CITY ATTORNEY REPORT

City Attorney Biggs stated the districting issues will be brought forward at the next Council meeting. It is a very complex issue to address in terms of which system you pick and how that affects the Council’s terms. Additionally, the franchises are starting to come through and they are in the process of finalizing them to bring forward to Council.

COUNCIL COMMUNICATIONS

Council Member Swanson stated the Economic summit was interesting and we need to look at everything we can do to stimulate the community’s economy.

Mayor Pro Tem Moore stated the Rotary Gala was attended by 110 people at the VFW. Council Member Ade and herself have been conducting the interviews for a permanent City Manager and have been going very well. There will be a flag pole erected at Marna O'Brien Park on Sunday at 2:00 p.m. The districting kits are due back by June 12, 2009. There is an event for children at which the City will have a booth, this June 13 from 8:30 a.m. to 12:30 p.m. This month's Chamber mixer will be at City Hall at 5:30 p.m. on June 18.

Council Member Cashman stated the charter school that is interested in coming to Wildomar had a hearing before the School Board and they have decided to make a decision on this on June 25. He would like to know if there is a plan to address the abandoned houses issue.

Mayor Farnam stated Staff has sent the information to the Board of Realtors to let them know about our Ordinance and fee.

Council Member Cashman stated there are loose items still outstanding, including land, for the transition from County to City on July 1. He feels that even though the City can negotiate after that date, the City's negotiation power is lessened. He would like to get a list from the County on all the outstanding items.

Public Works Director Kashawagi advised the Council did appoint an Ad-Hoc Subcommittee to look at the County owned properties. There are three parks that Staff is working with the County on to transition over to the City. The other properties are the Library, fire station, and Staff has not negotiated for those types of properties.

Council Member Cashman stated he would like to provide a list, including the gravel yard as he feels it is a large property that only has intermittent use by the County.

Mayor Farnam stated it has been looked at and it needs discussion. We may want to really think about that property as it may have some environmental issues that the City wouldn't want to have to clean up. He added he would like this on the next agenda to discuss.

Council Member Ade stated she and Mayor Pro Tem Moore had a Finance Subcommittee meeting which was educational and went very well.

Mayor Farnam stated he attended the Rotary Gala and the Economic Summit. WRCOG is looking at grants for the local jurisdictions. He attended a ULI meeting and spoke with some builders to talk about some of the difficulties they are having with their properties. Also attended the League of California Cities meeting in San Diego with very informative sessions. He attended the RCTC meeting and spoke

regarding the TUMF fees. He has meeting on Friday to talk about AB811, a renewable energy bill. He was also in an EDC golf tournament.

FUTURE AGENDA ITEMS

**Bring back the noise ordinance to look at possible adjustments to it.

**Bring back the light pollution ordinance to see if it needs adjustments

ADJOURNMENT

There being no further business, Mayor Farnam adjourned the meeting at 9:50 p.m.

Respectfully submitted:

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1 C.
CONSENT CALENDAR ITEM
Meeting Date: June 24, 2009

TO: Mayor and Members of the City Council
FROM: Gary Nordquist, Director of Finance
SUBJECT: Warrant Registers dated June 10 and June 24, 2009 and Payroll Registers dated June 8 and June 12, 2009.

STAFF REPORT

RECOMMENDATION:

1. Approve Warrant Register dated June 10, 2009 in the amount of \$6,910.99.
2. Approve Warrant Register dated June 24, 2009 in the amount of \$266,235.67.
3. Approve Payroll Warrant Register dated June 08, 2009 in the amount of \$1,280.28.
4. Approve Payroll Warrant Register dated June 12, 2009 in the amount of \$1,894.17.

BACKGROUND:

The City of Wildomar City 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.

DISCUSSION:

None.

FISCAL IMPACTS:

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 FY08-09 Budget.

ALTERNATIVES:

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

Submitted by:

Gary Nordquist
Director of Finance

Approved by:

John Danielson
City Manager

Reviewed by:

Julie Hayward Biggs
City Attorney

City of Wildomar
Warrant Register
June 10, 2009

| 10 1000 1 Cash - Wells Fargo | | | | | | |
|---|----------------------|--------|--------------------------------------|---|---------------------|----------------------|
| Date | Type | Number | Vendor | Description | Amount | |
| 6/10/2009 | Bill Payment (Check) | 1736 | Wells Fargo Business Card | Credit Card Charges for May | 6,372.95 | |
| 6/10/2009 | Bill Payment (Check) | 1737 | Image Printing System | Posters, Postcards | 462.19 | |
| 6/10/2009 | Bill Payment (Check) | 1738 | FedEx | FedEx Services for Planning Department | 75.85 | |
| | | | | | Sub-total: | \$ 6,910.99 |
| Warrant Register June 24, 2009 | | | | | | |
| 6/24/2009 | Bill Payment (Check) | 1739 | County of Riverside Code Enforcement | Case at 36135 Arnett Road | \$ 5,500.00 | |
| 6/24/2009 | Bill Payment (Check) | 1740 | Artisan Goldsmiths & Awards | Name Badges X 2 | \$ 19.47 | |
| 6/24/2009 | Bill Payment (Check) | 1741 | Burke, Williams & Sorensen, LLP | Legal Services for May 2009 | \$ 34,364.30 | |
| 6/24/2009 | Bill Payment (Check) | 1742 | CASH | Petty Cash Reimbursement | \$ 94.16 | |
| 6/24/2009 | Bill Payment (Check) | 1743 | Cortum Communications | CAT5E white patch cord, labor | \$ 97.80 | |
| 6/24/2009 | Bill Payment (Check) | 1744 | Department of Conservation | SMIP 01/01/09-3/31/09 | \$ 701.98 | |
| 6/24/2009 | Bill Payment (Check) | 1745 | Gary Andre | Planning Commission Meeting - 6/3/09 | \$ 75.00 | |
| 6/24/2009 | Bill Payment (Check) | 1746 | Image Printing System | Forms-Street Use Permit, Encroachment, Graphics | \$ 791.05 | |
| 6/24/2009 | Bill Payment (Check) | 1747 | Innovative Document Solutions | Monthly Copier Maintenance Contract - May 2009 | \$ 528.59 | |
| 6/24/2009 | Bill Payment (Check) | 1748 | Interwest Consulting Group | Engineering Services for May 2009 | \$ 195,146.45 | |
| 6/24/2009 | Bill Payment (Check) | 1749 | Miguel Casillas | Planning Commission Meeting - 6/3/09 | \$ 75.00 | |
| 6/24/2009 | Bill Payment (Check) | 1750 | North County Times | Ad ...INT TEM NIP PW Maint, Traffic Signal | \$ 190.00 | |
| 6/24/2009 | Bill Payment (Check) | 1751 | OnTrac | Overnight Delivery Services - 5/27/09 | \$ 5.12 | |
| 6/24/2009 | Bill Payment (Check) | 1752 | Pitney Bowes | Postage and Equipment | \$ 120.19 | |
| 6/24/2009 | Bill Payment (Check) | 1753 | Robert Devine | Planning Commission Meeting - 6/3/09 | \$ 75.00 | |
| 6/24/2009 | Bill Payment (Check) | 1754 | Southern Calif. Assoc. of Govts | Membership dues for FY 2009-2010 | \$ 2,935.00 | |
| 6/24/2009 | Bill Payment (Check) | 1755 | SiteCreators | Website Services for April-June 2009 | \$ 11,695.50 | |
| 6/24/2009 | Bill Payment (Check) | 1756 | Temecula Trophy Inc. | Card Holder - City Clerk | \$ 54.26 | |
| 6/24/2009 | Bill Payment (Check) | 1757 | Timeless Portraits Photography by | City Photos - Debbie Lee, Holly Kowalski | \$ 98.00 | |
| 6/24/2009 | Bill Payment (Check) | 1758 | Verizon | Telephone Charges for May 2009 | \$ 593.80 | |
| 6/24/2009 | Bill Payment (Check) | 1759 | WRCOG | 2008-2009 Clean Cities Dues - prorated | \$ 500.00 | |
| 6/24/2009 | Bill Payment (Check) | 1760 | Gary Nordquist | Finance Director Services for May 2009 | \$ 12,500.00 | |
| 6/24/2009 | Bill Payment (Check) | 1761 | Harv Dykstra | Planning Commission Meeting - 6/3/09 | \$ 75.00 | |
| | | | | | Sub-total: | \$ 266,235.67 |
| | | | | | Grand Total: | \$ 273,146.66 |
| Payroll Register June 8, 2009 | | | | | | |
| 06-08-2009 | Bill Payment (Check) | 5047 | Sheryl Ade | Council Member Monthly Stipend | \$ 271.75 | |
| 06-08-2009 | Bill Payment (Check) | 5048 | Robert Cashman | Council Member Monthly Stipend | \$ 271.75 | |
| 06-08-2009 | Bill Payment (Check) | 5049 | Scott Farnam | Council Member Monthly Stipend | \$ 209.23 | |
| 06-08-2009 | Bill Payment (Check) | 5050 | Bridgette Moore | Council Member Monthly Stipend | \$ 255.80 | |
| 06-08-2009 | Bill Payment (Check) | 5051 | Marsha Swansom | Council Member Monthly Stipend | \$ 271.75 | |
| | | | | | Total | \$ 1,280.28 |
| Payroll Register June 12, 2009 | | | | | | |
| 06-12-2009 | Bill Payment (Check) | 5052 | City Bi-Weekly Payroll Period 11 | City Bi-Weekly Payroll Period 11 | \$ 1,894.17 | |

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1 D.
CONSENT CALENDAR ITEM
Meeting Date: June 24, 2009

TO: Mayor and Members of the City Council
FROM: Gary Nordquist, Director of Finance
SUBJECT: Treasurer's Report, May 2009

STAFF REPORT

RECOMMENDATION:

Staff recommends City Council to approve the Treasurer's Report.

BACKGROUND/DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of May 2009.

FISCAL IMPACTS:

None at this time, however due to the State of California withholding monthly Gas Tax revenue allocations to all cities until June 2009, a decrease in interest income as compared to budget is anticipated.

ALTERNATIVES:

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

Submitted by:

Approved by:

Gary Nordquist
Finance Director

John Danielson
City Manager

Reviewed by:

Julie Hayward Biggs
City Attorney

Attachments: Treasurer's Report

**CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
May 2009**

CITY CASH

| <u>FUND</u> | <u>ACCOUNT</u> | <u>INSTITUTION</u> | <u>BALANCE</u> | <u>RATE</u> |
|-------------|----------------|--------------------|----------------|-------------|
| GENERAL | GENERAL | WELLS FARGO | \$ 687,746.59 | 0.00% |
| | | TOTAL | \$ 687,746.59 | |

| <u>FUND</u> | <u>ACCOUNT</u> | <u>INSTITUTION</u> | <u>BEGINNING BALANCE</u> | <u>+ DEPOSITS</u> | <u>(-) WITHDRAWALS</u> | <u>ENDING BALANCE</u> | <u>RATE</u> |
|-------------|----------------|--------------------|------------------------------|-----------------------|----------------------------|---------------------------|-------------|
| GENERAL | GENERAL | WELLS FARGO | \$ 644,285.77 | \$ 382,443.21 | \$ (338,982.39) | \$ 687,746.59 | 0.000% |
| | | TOTAL | \$ 644,285.77 | \$ 382,443.21 | \$ (338,982.39) | \$ 687,746.59 | |

CITY INVESTMENT

| <u>FUND</u> | <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> |
|-------------|------------------------------|-------------------|-------------------|---------------------|-------------------------------------|-------------------------|------------------------|
| GENERAL | LOCAL AGENCY INVESTMENT FUND | \$ 1,508,731.11 | \$ 1,508,731.11 | \$ 1,508,731.11 | 100.00% | 0 | |
| | TOTAL | \$ 1,508,731.11 | \$ 1,508,731.11 | \$ 1,508,731.11 | 100.00% | | |

CITY - TOTAL CASH AND INVESTMENT \$ 2,196,477.70

CITY INVESTMENT

| <u>FUND</u> | <u>ISSUER</u> | <u>BEGINNING BALANCE</u> | <u>+ DEPOSITS/ PURCHASES</u> | <u>(-) WITHDRAWALS/ SALES/ MATURITIES</u> | <u>ENDING BALANCE</u> | <u>STATED RATE</u> |
|-------------|-------------------------------|------------------------------|--------------------------------------|---|---------------------------|------------------------|
| GENERAL | LOCAL AGENCY INVESTMENT FUNDS | \$ 1,508,731.11 | \$ 0.00 | \$ 0.00 | \$ 1,508,731.11 | |
| | TOTAL | \$ 1,508,731.11 | \$ 0.00 | \$ 0.00 | \$ 1,508,731.11 | |

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.

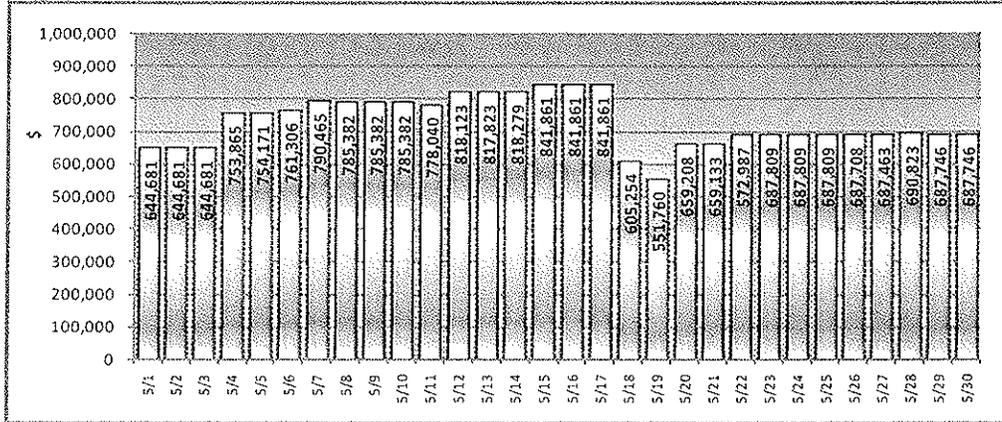
Gary Nordquist
Director of Finance/City Treasurer

Date



May 2009

Daily Cash Balance
All Funds Checking Only
Pool Report Balance



| | Ending Balance | Monthly Net Activity |
|-----------|----------------|----------------------|
| July | \$ 20,855 | \$ 20,855 |
| August | 2,297,920 | 2,277,065 |
| September | 2,402,083 | 104,163 |
| October | 2,340,436 | (61,647) |
| November | 2,203,169 | (137,267) |
| December | 747,664 | (1,455,505) |
| January | 826,502 | 78,838 |
| February | 733,251 | (93,251) |
| March | 571,857 | (161,394) |
| April | 644,285 | 72,428 |
| May | 687,746 | 43,461 |
| June | | |

| May 2009 | | |
|----------|----------------------------|---------------------------|
| Date | Ending Balance In Whole \$ | Net Change from Prior Day |
| 5/1 | 644,681 | - |
| 5/2 | 644,681 | - |
| 5/3 | 644,681 | - |
| 5/4 | 753,865 | 109,184 |
| 5/5 | 754,171 | 306 |
| 5/6 | 761,306 | 7,135 |
| 5/7 | 790,465 | 29,159 |
| 5/8 | 785,382 | (5,083) |
| 5/9 | 785,382 | - |
| 5/10 | 785,382 | - |
| 5/11 | 778,040 | (7,342) |
| 5/12 | 818,123 | 40,083 |
| 5/13 | 817,823 | (300) |
| 5/14 | 818,279 | 456 |
| 5/15 | 841,861 | 23,582 |
| 5/16 | 841,861 | - |
| 5/17 | 841,861 | - |
| 5/18 | 605,254 | (236,607) |
| 5/19 | 551,760 | (53,494) |
| 5/20 | 659,208 | 107,448 |
| 5/21 | 659,133 | (75) |
| 5/22 | 687,809 | 28,676 |
| 5/23 | 687,809 | - |
| 5/24 | 687,809 | - |
| 5/25 | 687,809 | - |
| 5/26 | 687,708 | (101) |
| 5/27 | 687,463 | (245) |
| 5/28 | 690,823 | 3,360 |
| 5/29 | 687,746 | (3,077) |
| 5/30 | 687,746 | - |

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1 E.
CONSENT CALENDAR ITEM
Meeting Date: June 24, 2009

TO: Mayor and Members of the City Council
FROM: Gary Nordquist, Director of Finance
SUBJECT: FY 2008/09 Third Quarter Budget Report

STAFF REPORT

RECOMMENDATION:

Approve the recommended budget changes listed on the attached schedules.

COUNCIL GOALS:

Operate in a Businesslike Manner

Live within our means.

Maintain operating systems and controls that ensure sound fiscal management.

BACKGROUND:

This is the third interim budget report for Fiscal Year 2008-09 and is a product of the financial reporting system developed to provide the City Council with timely and accurate information on which to base its decisions.

Government resources are allocated and accounted for in individual funds based upon the purposes for which they are intended to be spent and the means by which the spending activities are controlled. All funds have been reviewed in preparing the Third Quarter Budget Report; and although budget adjustments are recommended across all funds, the emphasis of this report is directed at the General Fund.

The General Fund provides most of the services commonly associated with government (public safety, administration, building and planning).

The primary purposes of this Third Quarter Budget Report are to:

- Revise the City's budget to reflect the City Council's actions taken during the previous quarter;
- Recommend budget changes to align the budget with projected fiscal year-end results;
- Recommend budget adjustments that are consistent with Council goals and objectives.

DISCUSSION:

The City's initial budget was based on the Comprehensive Fiscal Analysis (CFA) that was prepared April 30, 2007 and served as the fiscal basis for the City's incorporation. Since the City's July 1, 2008 incorporation, significant changes have occurred and major budget adjustments were made as part of the Mid-Year budget report.

This first year budget is known as the "Transition Year" when the City decides which services it will directly provide and which services will continue to be provided by the County or contracted services. During this transition year, the budget is comprised of two major components the City and the County, thus the summary and detail analysis is provided for both organizations.

The requested budget changes in this report are minor and in summary:

- General Fund Revenues for the City are recommend to be increased \$300,000.00 primarily due to the accrual accounting treatment for Sales Tax Revenues that favorably differs from the opinion issued when reviewing these revenues at mid-year;
- General Fund Expenditures for the City are recommended to be increased \$101,325.00 which is primarily due to expensing city hall facility improvements and revising budget employee benefits calculation.
- No changes are recommended for the cost of Riverside County provided services yet the County report only includes 8 months of Police costs and several Franchise Fee Revenues have been erroneously retained by the County.

Overall, the fiscal position for the City has improved by a net \$198,675.00.

FISCAL IMPACT: The recommended actions will affect several fund budgets as outlined in the supporting schedules.

ALTERNATIVES:

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

Submitted by:

Approved by:

Gary Nordquist
Finance Director

John Danielson
City Manager

Reviewed by:

Julie Hayward Biggs
City Attorney

City of Wildomar
 Third Quarter Financial Report

Fund Summary's

July 2008 - March 2009

| FYTD Actuals at 3-31-2009 | Budget | "Actuals" as a Percent of Budget | Recommended Change | Revised Budget |
|------------------------------|--------|--|-----------------------|-------------------|
|------------------------------|--------|--|-----------------------|-------------------|

General Fund

City of Wildomar

| | | | | | |
|---------------------------------|---------------------|-------------------|-----|-------------------|-------------------|
| <i>Revenues-General Fund</i> | 3,613,562.30 | 4,534,979.00 | 80% | 300,000.00 | 4,834,979.00 |
| <i>Expenses-General Fund</i> | 2,240,611.10 | 3,740,375.00 | 60% | 101,325.00 | 3,841,700.00 |
| Net Surplus or (Deficit) | 1,372,951.20 | 794,604.00 | | 198,675.00 | 993,279.00 |

Riverside County

| | | | | | |
|---------------------------------|-----------------------|-----------------------|-----|----------|-----------------------|
| <i>Revenues-General Fund</i> | 3,158,457.47 | 4,441,919.00 | 71% | - | 4,441,919.00 |
| <i>Expenses-General Fund</i> | 4,181,625.50 | 6,017,031.00 | 69% | - | 6,017,031.00 |
| Net Surplus or (Deficit) | (1,023,168.03) | (1,575,112.00) | | - | (1,575,112.00) |

Total City and County

| | | | | | |
|---------------------------------|-------------------|---------------------|-----|-------------------|---------------------|
| <i>Revenues</i> | 6,772,019.77 | 8,976,898.00 | 75% | 300,000.00 | 9,276,898.00 |
| <i>Expenditures</i> | 6,422,236.60 | 9,757,406.00 | 66% | 101,325.00 | 9,858,731.00 |
| Net Surplus or (Deficit) | 349,783.17 | (780,508.00) | | 198,675.00 | (581,833.00) |

Other Financing Sources (Co. Loan)

| | | | | | |
|--|----------------|----------------|--|---|----------------|
| | (1,023,168.03) | (1,575,112.00) | | - | (1,575,112.00) |
|--|----------------|----------------|--|---|----------------|

City of Wildomar
 Third Quarter Financial Report
Fund Summary's
 July 2008 - March 2009

| FYTD Actuals at 3-31-2009 | Budget | "Actuals" as a Percent of Budget | Recommended Change | Revised Budget |
|------------------------------|--------|--|-----------------------|-------------------|
|------------------------------|--------|--|-----------------------|-------------------|

Road Funds

City of Wildomar

| | | | | | |
|---------------------------------|-------------------|-------------------|-----|-------------------|-------------------|
| Revenues-Gas Tax, AQMD and TRCP | 512,156.60 | 903,497.00 | 57% | 292,311.00 | 1,195,808.00 |
| Expenses-Gas Tax, AQMD and TRCP | 114,785.00 | 630,000.00 | 18% | - | 630,000.00 |
| Net Surplus or (Deficit) | 397,371.60 | 273,497.00 | | 292,311.00 | 565,808.00 |

Riverside County

| | | | | | |
|---------------------------------|---------------------|-----------------------|-----|----------|-----------------------|
| Revenues-TMLA Transportation | - | - | 0% | - | - |
| Expenses-Transportation | 216,605.00 | 1,101,513.00 | 20% | - | 1,101,513.00 |
| Net Surplus or (Deficit) | (216,605.00) | (1,101,513.00) | | - | (1,101,513.00) |

Total City and County

| | | | | | |
|---------------------------------|-------------------|---------------------|-----|-------------------|---------------------|
| Revenues | 512,156.60 | 903,497.00 | 57% | 292,311.00 | 1,195,808.00 |
| Expenses | 331,390.00 | 1,731,513.00 | 19% | - | 1,731,513.00 |
| Net Surplus or (Deficit) | 180,766.60 | (828,016.00) | | 292,311.00 | (535,705.00) |

| | | | | | |
|---|---------------------|-----------------------|--|----------|-----------------------|
| Other Financing Sources (Co. Loan) | (216,605.00) | (1,101,513.00) | | - | (1,101,513.00) |
|---|---------------------|-----------------------|--|----------|-----------------------|

City of Wildomar
Third Quarter Financial
Report

July 2008 - March 2009

| | FYTD Actuals at 3-31-2009 | Budget | "Actuals" as a Percent of Budget | Recommended Change | Revised Budget |
|-------------------------------------|------------------------------|---------------------|--|-----------------------|---------------------|
| Revenues-General Fund-- City | | | | | |
| 10 3100 1 Sales & Use Tax | 194,600.00 | 362,000.00 | 54% | \$ 180,000.00 | \$ 542,000.00 |
| 10 3110 1 Property Transfer Tax | 82,282.74 | 125,000.00 | 66% | - | 125,000.00 |
| 10 3116 1 Bus. License Regist. | 3,600.00 | 4,000.00 | 90% | - | 4,000.00 |
| 10 3150 1 Motor Veh ILO Fees | 2,483,692.64 | 2,559,000.00 | 97% | - | 2,559,000.00 |
| 10 3152 1 County Augmentation | 237,579.00 | 237,579.00 | 100% | - | 237,579.00 |
| 10 3212 1 Build. & Safety Fees | 58,670.46 | 86,800.00 | 68% | - | 86,800.00 |
| 10 3224 1 Franchise Fees-Cable | 48,670.68 | 585,800.00 | 8% | - | 585,800.00 |
| 10 3240 1 Developer Revenue | 441,477.48 | 490,000.00 | 90% | 110,000.00 | 600,000.00 |
| 10 3250 1 Fines & Forfeitures | 60,922.00 | 67,000.00 | 91% | 12,000.00 | 79,000.00 |
| 10 3260 1 Interest Income | 779.60 | 15,000.00 | 5% | (3,000.00) | 12,000.00 |
| 10 3270 1 Special Event Rev | 150.00 | - | | 1,000.00 | 1,000.00 |
| 10 3800 1 Misc. Revenues | 1,137.70 | 1,900.00 | 60% | - | 1,900.00 |
| 10 3900 1 Transfer in Gas Tax | 0.00 | - | | - | - |
| 10 xxxx 1 Off Hwy VLF | 0.00 | 900.00 | 0% | | 900.00 |
| Total General Fund Revenue | \$ 3,613,562.30 | 4,534,979.00 | 80% | 300,000.00 | 4,834,979.00 |

City of Wildomar Third Quarter Financial Report

July 2008 - March 2009

| | FYTD Actuals at 3-31-2009 | Budget | "Actuals" as a Percent of Budget | Recommended Change | Revised Budget |
|--|------------------------------|-------------------|--|-----------------------|-------------------|
| Expenses-General Fund-- City | | | | | |
| 10 411 13 Stipends | 12,836.50 | 18,500.00 | 69% | | 18,500.00 |
| 10 411 14 Benefits | 34,299.51 | 23,500.00 | 146% | 34,500.00 | 58,000.00 |
| 10 411 20 Travel/Meetings | 19,925.15 | 32,000.00 | 62% | (2,500.00) | 29,500.00 |
| 10 411 23 Supplies/Services | 8,252.08 | 36,000.00 | 23% | | 36,000.00 |
| City Council Total | 75,313.24 | 110,000.00 | 68% | 32,000.00 | 142,000.00 |
| 10 412 10 Salaries | 0.00 | - | | | - |
| 10 412 20 Travel/Meetings | 14,983.47 | 23,000.00 | 65% | | 23,000.00 |
| 10 412 23 Supplies/Services | 18,953.82 | 43,000.00 | 44% | | 43,000.00 |
| 10 412 25 Contractual Services | 414,218.62 | 445,000.00 | 93% | 105,000.00 | 550,000.00 |
| 10 412 26 Equipment | 0.00 | 26,500.00 | 0% | (26,500.00) | - |
| City Manager's Office Total | 448,155.91 | 537,500.00 | 83% | 78,500.00 | 616,000.00 |
| 10 413 10 Salaries | 0.00 | - | | 9,800.00 | 9,800.00 |
| 10 413 14 Benefits | 441.41 | - | | 4,000.00 | 4,000.00 |
| 10 413 20 Travel | 0.00 | 1,000.00 | 0% | - | 1,000.00 |
| 10 413 23 Supplies/Services | 56,240.63 | 28,600.00 | 197% | - | 28,600.00 |
| 10 413 25 Contractual Services | 11,550.00 | 136,000.00 | 8% | (37,000.00) | 99,000.00 |
| 10 413 30 Elections | 13,558.50 | 13,600.00 | 100% | - | 13,600.00 |
| City Clerk's Office Total | 81,790.54 | 179,200.00 | 46% | (23,200.00) | 156,000.00 |
| 10 414 27 Legal Services - City Attorney's Office | 318,298.81 | 440,000.00 | 72% | 10,000.00 | 450,000.00 |
| 10 420 20 Travel/Meetings | 6,391.52 | 6,500.00 | 98% | 2,000.00 | 8,500.00 |
| 10 420 23 Supplies/Services | 3,174.54 | 12,000.00 | 26% | (2,000.00) | 10,000.00 |
| 10 420 25 Contractual Services | 146,939.76 | 314,000.00 | 47% | - | 314,000.00 |
| Finance Department Total | 156,505.82 | 332,500.00 | 47% | - | 332,500.00 |

**City of Wildomar
Third Quarter Financial
Report**

July 2008 - March 2009

| FYTD Actuals at 3-31-2009 | Budget | "Actuals" as a Percent of Budget | Recommended Change | Revised Budget |
|------------------------------|--------|--|-----------------------|-------------------|
|------------------------------|--------|--|-----------------------|-------------------|

Expenses-General Fund-- City

| | | | | |
|------------------------------------|-------------------|------------|--------------------|---------------------|
| 10 430 10 Salaries | 450.00 | | - | |
| 10 430 13 Stipends | 1,500.00 | 33% | - | 4,500.00 |
| 10 430 23 Supplies/Services | 13,518.88 | 79% | - | 17,100.00 |
| 10 430 25 Contractual Services | 665,507.22 | 46% | (60,000.00) | 1,400,000.00 |
| 10 430 52 Equipment | 1,258.02 | 13% | (5,000.00) | 5,000.00 |
| Community Development Total | 682,234.12 | 46% | (65,000.00) | 1,426,600.00 |

10 440 21 Supplies/Services (mischarged)

| | | | | |
|--------------------------------|--------------|-----|-------------|------------|
| | 51.72 | | - | |
| 10 450 23 Supplies/Services | 1,997.49 | 40% | (2,000.00) | 3,000.00 |
| 10 450 26 AB939 & NPDES | 0.00 | 0% | (60,000.00) | 65,000.00 |
| 10 450 25 Contractual Services | 203,955.57 | 99% | 60,000.00 | 265,000.00 |
| 10 450 52 Equipment | 0.00 | 0% | (5,000.00) | 7,000.00 |

Public Works/Engineering Total

| | | | | |
|--|-------------------|------------|-------------------|-------------------|
| | 205,953.06 | 59% | (7,000.00) | 340,000.00 |
| 10 480 21 Utilities | 6,922.35 | | 15,000.00 | 15,000.00 |
| 10 480 23 Misc. Serv./Supplies | 56,795.37 | | 85,000.00 | 85,000.00 |
| 10 480 25 Contractual Services | 97.40 | | 26,000.00 | 26,000.00 |
| 10 480 28 LAFCO Fee | 0.00 | 0% | 25.00 | 2,600.00 |
| 10 480 29 Insurance | 28,358.25 | 33% | (50,000.00) | 37,000.00 |
| 10 480 32 City Hall Lease & Ops | 122,162.33 | 81% | 105,000.00 | 255,000.00 |
| 10 480 51 Furniture & Fixtures | 57,972.18 | 92% | (5,000.00) | 58,000.00 |
| Non-Departmental/Facilities Total | 272,307.88 | 90% | 76,025.00 | 378,600.00 |

Total Expenses

| | | | | |
|--|-----------------|--|------------|--------------|
| | \$ 2,240,611.10 | | 101,325.00 | 3,841,700.00 |
|--|-----------------|--|------------|--------------|

Net Surplus or (Deficit)

| | | | | |
|--|-----------------|------|------------|------------|
| | \$ 1,372,951.20 | 173% | 198,675.00 | 993,279.00 |
|--|-----------------|------|------------|------------|

Transfers to General Fund from Other Funds

Total Fund Balance

| | | | | |
|--|--|--|--|-----------|
| | | | | 92,700.00 |
|--|--|--|--|-----------|

Percent of Total Expenditures

| | |
|------------------------|--|
| \$ 1,085,979.00 | |
| 28% | |

**City of Wildomar
Third Quarter Financial
Report**

July 2008 - March 2009

| | FYTD Actuals at 3-31-2009 | Budget | "Actuals" as a Percent of Budget | Recommended Change | Revised Budget |
|--|------------------------------|--------|--|-----------------------|-------------------|
|--|------------------------------|--------|--|-----------------------|-------------------|

Gas Tax Fund

| | | | | | |
|---------------------------------|----------------------|---------------------|-------------|----------------------|----------------------|
| 20 3130 1 GTSIF Section 2105 GT | 124,109.80 | 226,158.00 | 55% | 133,842.00 | 360,000.00 |
| 20 3131 1 GTSIF Section 2106 GT | 75,536.26 | 137,969.00 | 55% | 42,031.00 | 180,000.00 |
| 20 3132 1 GTSIF Section 2107 GT | 162,472.91 | 296,226.00 | 55% | 93,774.00 | 390,000.00 |
| 20 3133 1 GTSIF Section 2107.5 | 6,000.00 | 6,000.00 | 100% | - | 6,000.00 |
| 20 3260 1 GTSIF Interest Income | 718.92 | 5,000.00 | 14% | - | 5,000.00 |
| | 0.00 | | | | |
| Total Gas Tax Revenue | 368,837.89 | 671,353.00 | 55% | 269,647.00 | 941,000.00 |
| 20 450 25 GTSIF Contractual S. | 114,785.00 | 630,000.00 | 18% | - | 630,000.00 |
| Total Gas Tax Expense | 114,785.00 | 630,000.00 | 18% | 0.00 | 630,000.00 |
| Net Surplus or (Deficit) | \$ 254,052.89 | \$ 41,353.00 | 614% | \$ 269,647.00 | \$ 311,000.00 |
| 20 490 1 GTSIF Transfer to GF | 0.00 | - | | 80,000.00 | 80,000.00 |
| Reserve/Fund Balance | | | | 231,000.00 | 231,000.00 |

AQMD Fund

| | | | | | |
|---|------------------|-------------|-----------|------------------|------------------|
| 25 3130 1 AQMD AB2766 - Subvention Fund | 11,004.71 | - | 0% | 21,000.00 | 21,000.00 |
| 25 3260 1 AQMD AB2766 - Interest | 0.00 | - | 0% | 100.00 | 100.00 |
| Total Revenue | 11,004.71 | 0.00 | 0% | 21,100.00 | 21,100.00 |
| 25 490 1 AQMD Transfer to GF | 0.00 | - | 0% | 1,100.00 | 1,100.00 |
| Reserve/Fund Balance | | | | 20,000.00 | 20,000.00 |

TCRP (Prop 42) Fund

| | | | | | |
|------------------------------|-------------------|-------------------|------------|-------------------|-------------------|
| 30 3153 1 Traffic Congestion | 132,144.78 | 232,144.00 | 57% | 64.00 | 232,208.00 |
| 30 3260 1 Traff Cong Int Inc | 169.22 | | | 1,500.00 | 1,500.00 |
| Total Revenue | 132,314.00 | 232,144.00 | 57% | 1,564.00 | 233,708.00 |
| 30 490 1 TCRP Transfer to GF | 0.00 | - | 0% | 11,600.00 | 11,600.00 |
| Reserve/Fund Balance | | | | 222,108.00 | 222,108.00 |

| | | City of Wildomar Summary of Riverside County Services Expenditures and Revenues for the 9 Months Ended March 31, 2009 | | | | | |
|----|--|--|----------------------|--------------------------------|----------------------------|----------------------|--------------------------------|
| | | Expenditures | | | Revenues | | |
| | | Actuals at 03/31/09 (a) | Annual Budget (b) | % of Budget Expended (c) | Actuals at 03/31/09 (d) | Annual Budget (e) | % of Budget Received (f) |
| 1 | General Fund | \$ 27,349.35 | \$ - | No Budget | \$ 2,734,934.97 | \$ 3,646,580.00 | 75% |
| 2 | Auditor-Controller | 92,422.55 | 100,000.00 | 92% | 16,998.00 | 28,900.00 | 59% |
| 3 | CHA -Animal Control Services | 14,121.72 | - | No Budget | 86,923.50 | - | No Budget |
| 4 | CHA- Environmental Health Vector Control/Waste | 16,730.24 | - | No Budget | - | - | No Budget |
| 5 | EDA Graffiti Abatement | 1,196,373.57 | 1,834,683.00 | 65% | - | - | No Budget |
| 6 | Fire Department | 2,673,099.81 | 3,932,348.00 | 68% | 28,173.00 | 42,000.00 | 67% |
| 7 | Sheriff | 35,774.49 | - | No Budget | - | - | No Budget |
| 8 | Sheriff Misc Direct Charges | 11,282.60 | - | No Budget | - | - | No Budget |
| 9 | TMLA - Administration | 6,053.47 | 125,000.00 | 5% | - | - | No Budget |
| 10 | TMLA - Building and Safety | 39,643.30 | 25,000.00 | 159% | - | - | No Budget |
| 11 | TMLA - Code Enforcement | 1,842.50 | - | No Budget | - | - | Budget in Planning |
| 12 | TMLA - Environmental Programs | 58,696.60 | - | No Budget | - | - | No Budget |
| 13 | TMLA Planning | - | - | No Budget | - | - | No Budget |
| 14 | CEO - Sales Tax | 8,235.30 | - | No Budget | 291,428.00 | 262,030.00 | 111% |
| 15 | EO - Transition Team | - | - | No Budget | - | - | No Budget |
| 16 | In lieu Sales Tax (triple flip) | - | - | No Budget | - | 462,409.00 | 0% |
| 17 | Franchise Fees | - | - | No Budget | - | - | No Budget |
| 18 | Contingency | - | - | No Budget | - | - | No Budget |
| 19 | | | | | | | |
| 20 | Total General Fund | \$ 4,181,625.50 | \$ 6,017,031.00 | 69% | \$ 3,158,457.47 | \$ 4,441,919.00 | 71% |
| 21 | | | | | | | |
| 22 | Net of Expense less Revenue (Loan) | | | | 1,023,168.03 | 1,575,112.00 | |
| 23 | | | | | | | |
| 24 | Road Fund | | | | | | |
| 25 | TMLA - Transportation | 216,605.00 | 1,101,513.00 | 20% | - | - | No Budget |
| 26 | Net of Expense less Revenue (Loan) | | | | 216,605.00 | 1,101,513.00 | |
| 27 | Total County Assistance | \$ 4,398,230.50 | \$ 7,118,544.00 | 62% | \$ 3,158,457.47 | \$ 4,441,919.00 | 71% |
| 28 | Net of Expense less Revenue (Loan) | | | | | | |
| 29 | | | | | 1,239,773.03 | 2,676,625.00 | |

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1 F.
CONSENT CALENDAR ITEM
Meeting Date: June 24, 2009

TO: Honorable Mayor and Council Members

FROM: Michael Kashiwagi, Development Services

SUBJECT: Consultant Service Agreement with Psomas for Assessment Engineering Services for Community Service Areas 22, 142, 103 and Landscape Maintenance District 2006-1

STAFF REPORT

RECOMMENDATION:

Adopt Resolution No. 09-35 Awarding a Sole Source Contract for Assessment Engineering Services for Community Service Areas 22, 142, 103 and Landscape Maintenance District 2006-1 to Psomas for a Not-To-Exceed Fee of \$33,054 and Authorize the City Manager to Execute the Agreement

BACKGROUND:

Prior to Incorporation, County Service Areas 22, 142, and 103 were established to provide funding for street lighting and landscaping services. Landscape Maintenance District 2006-1 was established to provide funding for landscape maintenance services for parks within the Wildomar Community.

In order to maintain our ability to assess property owners for these services, assessment engineering services must be performed annually. Psomas has been performing these Assessment Engineering Services for Riverside County. Specific work tasks include:

- Preparation of an Engineer's Reports consisting of the description of proposed improvements, assessment boundary map, engineer's estimate of total cost of improvements/services, assessment methodology, and property owner list and assessment roll
- Preparation of assessment levy in a format acceptable for direct submission to the County Auditor/Controller's office prior to the statutory deadline and preparation of necessary parcel adjustments and corrections
- Development of the final assessment roll in an electronic format which allows data retrieval based on Assessor Parcel Number and Owner Name

- Serve as the primary contact for inquiries and questions from property owners, real estate professionals, and representatives of the development community

Due to the detailed knowledge and critical data storage and retrieval systems already developed by Psomas from previous and ongoing work administering these public financing districts for Riverside County, staff recommends a continuation of these services for the City of Wildomar. Psomas possesses the knowledge and skills to perform this work and their specific knowledge of these districts will result in the performance of necessary work in a cost effective and efficient manner.

FISCAL IMPACTS:

Payment for work associated with the performance of this contract will be from revenues generated from LMD 2006-1 and CSA 22, 142, and 103 tax levies. There is no General Fund impact.

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution No. 09-35

Submitted by:

Approved by:

Michael Kashiwagi
Development Services

John Danielson
Interim City Manager

RESOLUTION NO. 09 - 35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE CITY MANAGER TO EXECUTE A SOLE SOURCE CONTRACT FOR ASSESSMENT ENGINEERING SERVICES FOR COMMUNITY SERVICE AREAS 22, 142, AND 103 AND LANDSCAPE MAINTENANCE DISTRICT 2006-1 FOR A NOT-TO-EXCEED AMOUNT OF \$33,054

WHEREAS, County Service Areas 22, 142, and 103 and Landscape Maintenance District 2006-1 were established prior to incorporation to fund street lighting, landscape and park maintenance services within the Wildomar Community; and

WHEREAS, Assessment Engineering Services must be performed annually in order to maintain the city's ability to levy taxes on properties benefitting from these services; and

WHEREAS, Psomas has been performing these services for CSA 22, 142, 103, and LMD 2006-1 for Riverside County; and

WHEREAS, Psomas has detailed knowledge and critical storage and retrieval systems already in place to facilitate an efficient and cost effective method to perform necessary services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DOES HEREBY RESOLVES AS FOLLOWS:

Authorizes the award of a sole source agreement to Psomas and authorizes the City Manager to enter into a consultant services contract in an amount not-to-exceed \$33,054.

PASSED, APPROVED, AND ADOPTED this 24th day of June, 2009.

Scott Farnam
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

CONSULTANT SERVICES AGREEMENT

by and between

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

and

PSOMAS

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
PSOMAS**

This Agreement for Consultant Services ("Agreement") is entered into as of this ____ day of _____, 20__ by and between the City of Wildomar, a California general law city ("City") and PSOMAS, a California corporation authorized to do business in California ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the scope of services set forth in Exhibits "A-1" and "A-2", "Scope of Services" shall be completed pursuant to the schedule specified in Exhibit "A." Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this

Agreement and may instead allow Consultant to continue performing the scope of services until such services are complete.

SECTION 2. SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Exhibits "A-1" and "A-2" "Scope of Services" and made a part of this Agreement.

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibits "A-1" and "A-2" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed THIRTY THREE THOUSAND, FIFTY FOUR dollars (\$33,054.00), unless additional compensation is approved in writing by the City Council or City Manager.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice.

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during

regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

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

SECTION 8. STATUS OF CONSULTANT.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

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

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

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint,

subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

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

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

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section. In the event of any claim or demand made against City, its employees, officials or agents, the City may at its sole discretion reserve, retain and/or apply any monies due to Consultant under the Contract, for the purpose of resolving such claims; except that the City may release such funds if Consultant gives City reasonable assurance that

City's interests will be protected. City shall, in its sole discretion, determine whether such assurance is reasonable. Claims against City, its employees, officials or agents by any employee of Consultant, its subcontractors, contractors, employees, servants or agents shall not in any way limit Consultant's indemnification obligation as set forth in this Section, including they amount and/or type of damages, compensation, and/or benefits payable by or for Consultant, its subcontractors, contractors, employees, servants or agents under workers' compensation act, disability benefit acts, and/or other employee benefit acts and/or insurances. Nothing in this Agreement is intended to or shall have the effect of creating any rights in any third party against City, its agents, officials or employees.

(d) Limitation of Indemnification. Notwithstanding any provision of this Section 16 [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

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

SECTION 17. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. Consultant agrees to provide City with copies of required policies upon request.

These requirements are subject to amendment or waiver if so approved in writing by the City Manager. If City requests increases in coverage and limits to the amounts stated in Exhibit C of this agreement, City agrees that cost increases due to such requests will be paid by City.

SECTION 18. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of

Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part

of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit "A" "Scope of Services," shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 24. NOTICES.

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

To City: City of Wildomar
Attn: City Manager
23878 Clinton Keith Road, Suite 111
Wildomar, CA 92595

To Consultant: PSOMAS
Attn: Leni Zarate
2010 Iowa Avenue, Suite 101
Riverside, CA 92507

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. BINDING EFFECT.

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

SECTION 27. MODIFICATION OF AGREEMENT.

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

SECTION 28. WAIVER.

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

SECTION 29. LAW TO GOVERN; VENUE.

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

SECTION 30. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or

written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. SEVERABILITY.

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

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

CITY OF WILDOMAR

By: _____
John Danielson, City Manager

ATTEST:

Debbie Lee
City Clerk

APPROVED AS TO FORM

By: _____
Julie Hayward Biggs
City Attorney

Thomas

By: _____

By: _____
Leni Zarate 6/15/09

Its: _____

Its: Vice President

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE

**REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR
OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S
BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

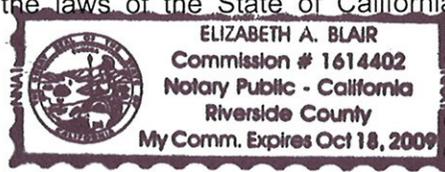
STATE OF CALIFORNIA

COUNTY OF Riverside

On June 15, 2009 before me, Elizabeth Blair, ^(Notary Public) personally appeared Loree Zarate, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature: [Handwritten Signature]

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

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

_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A-1"
SCOPE OF SERVICES

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City of Wildomar Assessment Engineering Services
Community Service Areas 22, 142, and 103

I. Project Methodology

Our approach to completing the methodology is established by our philosophy and guiding principals, which are:

- ▶ Communication
- ▶ Quality Assurance
- ▶ Commitment
- ▶ Service

We will communicate. We know that asking and answering questions will be the core of our communication however, the availability and accessibility of your consultants are necessary for the successful management of the Community Service Areas (CSAs). We provide our clients with communication access via cell phones of the assigned consultants, company toll-free telephone, email, fax, and personal contact. Equally as important are the citizens of the newly formed City that are paying their CSA charges. We will courteously communicate with property owners when they have questions regarding their charges and will provide a toll free telephone number for their convenience.

We achieve quality assurance by checking and re-checking our work. Our internal procedures for quality assurance demands that all work be independently processed, verified, and approved before presentation or delivery to you or on behalf of you, our client. We will meet this critical step to ensure accuracy and promote effectiveness.

We are committed to you, the client. Through our dedication and commitment to resolve the complexities of many difficult financing districts throughout Riverside County, we have gained invaluable experience and valued relationships with many clients. We have demonstrated our commitment to you during the past fiscal year's transition from the County to the City of Wildomar and will utilize this experience to help with the transfer of the administration of CSAs 22, 142, and 103.

We are prepared to serve you. Our approach to the successful fulfillment of any project stems from an attitude of service that was put into practice, became a habit, and is now ingrained in our company character. We guarantee that we will provide the City of Wildomar the same quality service that has built our reputation.

2. Project Team Qualifications

Psomas' Special Financing District Team is comprised of qualified professionals that have experience in all aspects of Property Tax Roll Management and Assessment Engineering. This experience includes the annual enrollment of approximately 800,000 parcels which include service charges, special taxes, assessment districts, and landscape and lighting districts within Riverside County. This team has prepared Engineer's Reports annually on behalf of Riverside County Flood and Water Conservation District (RCFWCD) for the NPDES Watershed programs as well as Benefit Zone 3, in addition to forming several Assessment Districts on behalf of Eastern Municipal Water District, Riverside County Executive Office, and the City of Temecula.



Our approach includes site visits of questionable parcels, which increases our familiarity and knowledge. This allows us to see the progress of development and visually verify data provided by maps, GIS and taxpayers. We know that this important aspect of our approach is an essential ingredient necessary to achieve excellent quality of services for the benefit of the City of Wildomar and the City's taxpayers. Property Tax roll management is a discipline that is first and foremost schedule driven. Missed milestones and deadline can cause irreparable harm to the process and to the City to accommodate project adjustments while maintain the schedule and budget; the key tasks assignments for administration are as follows:

| Month | Milestone/Deliverable |
|-----------|--|
| April | Obtain latest tax roll information from the County and compare to existing database to determine newly created parcels |
| May | Update prior year database with annexations that were processed during the fiscal year for taxation |
| May | Prepare preliminary assessments per each CSA and prepare spreadsheet for use by the City to prepare the Council approval package |
| June | Attend Council meeting approving the annual assessment per CSA |
| July | Submit the proposed levy to the Auditor-Controller |
| August | Research and resubmit any rejected parcels |
| September | Prepare CDs in an Excel format of the levy on a per-parcel basis |

Additionally, we will maintain the on-going relationship previously established by:

- ▶ Attending meetings with City and County
- ▶ Preparing Engineer's Reports for each annexation required to annex into CSAs 22, 142, and 103
- ▶ Report monthly with City staff the status of projects, E.R, and taxpayer problems or issues, if necessary
- ▶ Maintaining toll free tax line and communicating with property owners, real estate parties, developers, and developer consultants

Psomas has assigned a group of highly qualified professionals that are capable of handling a broad range of disciplines and skills essential for successfully meeting the requirements of the Assessment Engineering Services for CSAs 22, 142, and 103. An organization chart and brief descriptions of the project team is included beginning at the top of the following page.



Leni Zarate, Project Manager/Officer in Charge

(951) 300-2886 (direct extension)

lzarate@psomas.com

Ms. Zarate will serve as the Project Manager and the City of Wildomar’s primary contact. During the past seven years, she has served as a Special Tax consultant for over 56 formations, managed the timely annual enrollment of hundreds of thousands of individual Special Taxes/Assessments for a multitude of Special Districts, and implemented annual disclosure reporting and dissemination that is recognized as industry standard. Previously, Ms. Zarate oversaw the audit of over 300,000 parcels in over 60 Community Service Areas, ensuring boundary identification, proper benefit classification and taxation. Ms. Zarate will prepare or review the work product required by this project and will manage and direct the resources of Psomas to meet the milestones and deadlines of the Scope of Work. We have included a resume for Ms. Zarate as Appendix 1 of this proposal.

Brenda Steege, Special District Financial Analyst

(951) 300-2878 (direct extension)

bsteege@psomas.com

Ms. Steege is a Special District Financing Analyst and will serve as an internal support resource and the City’s secondary contact. She is involved with all facets of district formation and administration, and has been involved with over 65 CSA’s for the past 3 years. During this time she has processed the Engineer’s Report for every annexation since 2007. Additionally, her duties include the processing of annexations into Special Districts as well as assisting in the gathering of information necessary for this CSA.



Bruce Kirby, PE, Registered Civil Engineer

(951) 300-2827 (direct extension)

bruce.kirby@psomas.com

Mr. Kirby is a registered Professional Civil Engineer in the State of California. He is available to aid in the production of Engineer’s Reports, as needed, on all Psomas special district financing projects.

3. Compensation

We strive to provide efficient and cost effective services. It has been our policy to establish fair and equitable costs that are all inclusive (no change orders or hidden fees). As such we would like to provide you with our proposed compensation based upon a **not-to-exceed amount**:

| Task | Proposed Compensation |
|---------------------------------|-----------------------|
| Assessment Engineering Services | \$17,210 |
| Assessment Engineering Reports | \$1,555* |

* The base fee for preparing an Assessment Engineer’s Report is \$1,555. However, Psomas reserves the right to adjust this amount depending on the size of each project and its required services level of effort specific to the development. Prior to commencing this work, Psomas will coordinate with the City as to the amount necessary to process the Engineer’s Report. This amount will include Psomas’ fee and any processing fee by the City. Once this amount is deposited by the developer and Psomas completes the Engineer’s Report, Psomas will bill the City its portion of the amount deposited from the developer.

| Newly created Number of Parcels within Engineer’s Report | Base Fee | Per Parcel Fee |
|--|----------|----------------|
| 1 thru 10 | \$1,555 | \$25.00 |
| 11 thru 150 | \$2,484 | \$20.00 |
| 151 thru 400 | \$3,416 | \$10.00 |
| 401 + | \$4,347 | \$2.50 |

EXHIBIT "A-2"
SCOPE OF SERVICES

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City of Wildomar
Landscape Maintenance District 2006-1

I. Project Methodology

This project requires disciplines that first and foremost are schedule driven. Missed milestones and deadlines can cause irreparable harm to the annual levy process. To accommodate project adjustments while maintaining the schedule and budget, the key task assignments for the annual administration are as follows:

Engineer's Report

Psomas will prepare a draft Engineer's Report which complies in all respects with the provisions of the Landscape and Lighting Act of 1972. The report shall include;

- A. The description of the proposed improvements.
- B. The Assessment District Boundary Map.
- C. An engineer's estimate of the total cost of the improvements.
- D. A description of the assessment methodology, and
- E. The Property Owner list and assessment roll which contains the assessor's parcel number and the amount of the proposed assessment.

Meeting Attendance

1. Psomas will submit the draft Engineer's Report to the City of Wildomar for approval prior to the adoption of the Resolution of Intention by the City.
2. Psomas will attend up to 2 meetings with the City of Wildomar to help transition our service and provide backup to the City and or its consultant, if necessary.

Preliminary Assessment Roll and Database

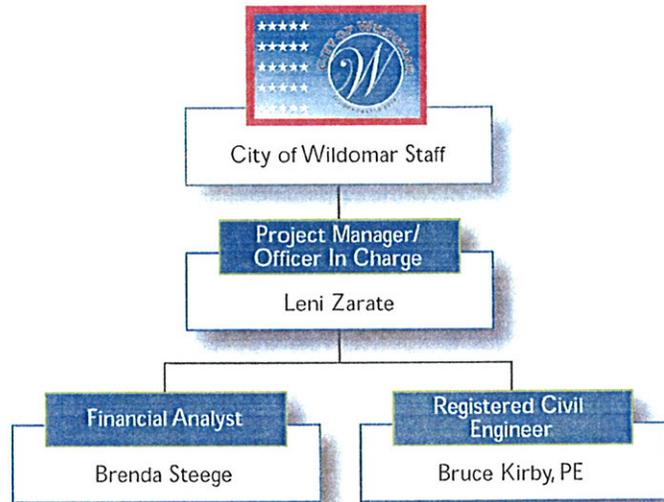
1. Psomas will prepare the assessment levy in a format acceptable for direct submission to the Auditor/Controller's office prior to the statutory deadline and shall perform adjustments and corrections to parcels by resubmitting the levy, if necessary.
2. Psomas will provide the final assessment roll in an electronic format with a user-friendly interface that allows data retrieval based on Assessor's Parcel Number and Owner Name.
3. Psomas will serve as the initial and primary contact with the public regarding the levy of the LMD. A toll free telephone number will appear on the regular property tax billing next to the LMD line item of the tax bill.

2. Personnel

Psomas has assigned a group of highly qualified professionals capable of handling a broad range of disciplines and skills essential for successfully meeting your needs. Our approach to this project is to maintain the methodology adopted by the Board of Supervisors in the Engineers Report approved in Resolution 2006-262 on July 11, 2006



and accepted and Approved by the City of Wildomar for Fiscal Year 2007-2008. The following organization chart represents the proposed project team for this project and is followed by brief descriptions of team members.



Leni Zarate, Project Manager/Officer in Charge

(951) 300-2886 (direct extension)

lzarate@psomas.com

Ms. Zarate will be the Project Manager and primary contact. Ms. Zarate will manage and direct the resources of Psomas to meet the milestones and deadlines of this project. She will also oversee compliance with the levy requirements, our internal quality control process by monitoring and verifying all changes to databases, inspecting reports and information, and reviewing the annual levy prior to submittal to the County. We have included a resume for Ms. Zarate at Appendix 1 of this proposal.

Brenda Steege, Special District Financial Analyst

(951) 300-2878 (direct extension)

bsteege@psomas.com

Ms. Steege serves as an internal support resource and the City’s secondary contact. She has overseen hundreds of bonded assessment district’s apportionments and thousands of final parcel’s categorization in community facilities districts ensuring proper implementation of benefit methodology.

Bruce Kirby, PE, Registered Civil Engineer

(951) 300-2827 (direct extension)

bruce.kirby@psomas.com



Mr. Kirby is a registered Professional Civil Engineer in the State of California. He is available to aid in the production of Engineer's Reports, as needed, on all Psomas special district financing projects.

3. Compensation

We strive to provide efficient and cost effective services. It has been our policy to establish fair and equitable costs that are all inclusive (no change orders or hidden fees) As such we would like to provide you with our proposed compensation based upon a **not-to-exceed amount**:

| Task | Proposed Compensation |
|---------------------------------|-----------------------|
| Assessment Engineering Services | \$15,844 |

*Prior to commencing work for significant changes or annexations, Psomas will coordinate with the County as to any additional fees that may result from this additional work.

The term of this proposal is for Fiscal Year 2009-2010 and terminates on June 30, 2010.

**EXHIBIT "B"
COMPENSATION**

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EXHIBIT "C" INSURANCE

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

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

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

(2) Insurance Services Office form number CA 0001 (Ed. 06/92) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

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

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

(1) General Liability: \$1,000,000 per occurrence, \$5,000 medical per occurrence, and \$2,000,000 per policy aggregate for bodily injury, personal injury and property damage. As an alternative to the per policy aggregate, Consultant may have an aggregate limit of \$1,000,000 per project apply.

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

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

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

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

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be cancelled by the insurer except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City, except in the event of non-payment of a premium, in which case no less than ten (1) days prior written notice by certified mail, return receipt requested, must be given to the City.

2. General Liability and Automobile Liability Coverages.

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

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

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

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

3. Workers' Compensation and Employer's Liability Coverage.

(1) Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

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

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

inspect complete, certified copies of all required insurance policies, at any time. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section.

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

2. Any deductibles or self-insured retentions exceeding five thousand dollars (\$5,000) must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. The requirements as to types, limits and the City's approval of insurance coverages to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under this Agreement.

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

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

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1 G.
CONSENT CALENDAR ITEM
Meeting Date: June 24, 2009

TO: Honorable Mayor and Council Members
FROM: Michael Kashiwagi, Development Services
SUBJECT: Award of Traffic Signal Maintenance Services Contract

STAFF REPORT

RECOMMENDATION:

Staff recommends the City Council approve the Traffic Signal Maintenance Services contract with Republic Intelligent Transportation Services, Inc and authorize the City Manager to execute the contract.

BACKGROUND:

On May 1, 2009 the City requested proposals from qualified companies for traffic signal maintenance services. The proposals were due on May 27, 2009 and two companies submitted completed proposals at that time. Both proposals responded with qualifications, experience, references and costs in response to the work plan and requirements set forth by the City in the RFP. City staff subsequently reviewed the proposals and interviewed both companies on June 15, 2009. Based upon the interview and criteria used to review the proposals, staff considers Republic Intelligent Transportation Services, Inc (Republic ITS) the most qualified company for this contract.

The traffic signal maintenance contract is being recommended with an original term of three (3) years, with two optional two (2) year terms. The total term of the proposed contract may extend for seven (7) years from award by the City. The exercise of any additional extension of term shall be at the sole discretion of the City. The contract also includes a clause that the agreement may be terminated prior to expiration with or without cause upon 90 days written notice to the Contractor should the City need or want to change this contract.

REVIEW CRITERIA:

Staff evaluated both the quality and quantity of each proposal. The quantity portion of the review was based upon an anticipated bi-monthly service scenario wherein the costs provided by the companies were compared to each other. The scenario provided for both the typical scheduled maintenance and anticipated unscheduled maintenance both during normal work hours and also emergency call-outs. The scenario was based

upon staff's similar experiences with other cities and current County of Riverside call-outs. Under this typical scenario, the costs of both companies were statistically the same (less than 0.23% difference or \$15/month). Review of the qualifications and check of references, in addition to the results of the interviews, suggested to staff that both companies were more than qualified to provide this service to the City but Republic ITS was better positioned to provide services in the event of a major emergency. In evaluating the combination of both the costs and qualifications, staff considers Republic ITS the most qualified company for this contract.

Staff also evaluated the existing services provided by the County over the past year and while most of the service was acceptable, the services were more costly than what Republic ITS has proposed and fewer services were provided than are being proposed.

FISCAL IMPACTS:

The Traffic Signal Maintenance Services contract sets aside a not-to-exceed cost of \$94,800.00 for signal maintenance for the fiscal year 2009-2010 from Gas Tax Funds (20-450-25). Revenues are anticipated to exceed these costs as well as the other programs and projects funded by Gas Tax Revenues.

ATTACHMENTS:

1. Agreement for Traffic Signal Maintenance Services

Submitted by:

Approved by:

Michael Kashiwagi
Development Services

John Danielson
Interim City Manager

TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT

Republic Intelligent Transportation Services, Inc.

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into this 24th day of June, 2009, by and between the City of Wildomar, a California municipal corporation ("City"), and Republic Intelligent Transportation Services, Inc. ("Contractor").

RECITALS

- A. City requires the services of a qualified firm for traffic signal maintenance services, ("Project").
- B. Contractor has submitted to City a proposal to provide traffic signal maintenance services to City pursuant to the terms of this Agreement.
- C. Based on its experience, education, training, and reputation, Contractor is qualified to provide the necessary services to City for the Project and desires to provide such services.
- D. City desires to retain the services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide services to the City as follows:

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide traffic signal maintenance services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Contractor warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Contractor in accordance with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A." Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor. For the services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total amount shall not exceed \$94,800.00.

3.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than the tenth working day of such month, submit to City in the form approved by City's finance director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Contractor for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

3.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A." The extension of any time period must be approved in writing by the Contract Officer.

4.3 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the following sums noted herein for each failure or delay in the performance of the services required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

- Failure to provide preventive maintenance at any given location once every two months: \$500 per instance
- Repetitive calls for service at a single location: \$500 per repeated call
- Failure to respond to after hour calls for unscheduled or emergency work ("Extra Work")
- Call responded to, technician reports to location 2 to 3 hours after notification: \$1,000
- Call responded to, technician reports to location 3 to 4 hours after notification: \$2,500
- Call responded to, technician reports to location 4 or more hours after notification: \$5,000

4.4 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall' within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's

determination shall be final and conclusive upon the parties to this Agreement.

4.5 Term. Unless earlier terminated in accordance with Section 9.5 of this Agreement, this Agreement shall continue in full force and effect for a period of three (3) years, commencing on July 1, 2009, and ending on June 30, 2012 ("Original Term").

Ninety (90) days prior to the expiration of the Original Term, the City and Contractor shall meet to evaluate Contractor's performance during the Original Term. Upon a determination that the services provided by Contractor meet or exceed the standards established by the City, at the sole discretion of the Contract Officer, the City may extend the Original Term for a period of an additional two (2) years, commencing on July 1, 2012, and ending on June 30, 2014 ("First Extension").

Ninety (90) days prior to the expiration of the First Extension, the City and Contractor shall meet to evaluate Contractor's performance during the First Extension. Upon a determination that the services provided by Contractor meet or exceed the standards established by the City, at the sole discretion of the Director of Public Works, the City may extend the First Extension for a period of an additional two (2) years, commencing on July 1, 2014, and ending on June 30, 2016 ("Second Extension").

5. COORDINATION OF WORK

5.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: **James A Wagner, Vice President of Engineering.** It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Director of Public Works.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Contractor's responsibility to keep the Director of Public Works, or his/her designee, fully informed of the progress of the performance of the services and Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor. Neither City nor any of its employees shall

have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Contractor's work product, result, and advice. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.5 Personnel. Contractor agrees to assign qualified individuals to perform the services set forth herein. A list of assigned personnel shall be provided to the Director of Public Works prior to the start of work. Contractor shall not alter the assignment of personnel without the prior written approval of the Director of Public Works. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Contractor by providing written notice to Contractor.

6. INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in Exhibit "B," which is attached hereto and is incorporated herein by reference.

7. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Contractor, its officers, employees, representatives, and agents, which Claims arise out of or are related to Contractor's performance under this Agreement, but excluding such Claims arising from the negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder.

8. RECORDS AND REPORTS

8.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

8.2 Records. Contractor shall keep such books and records as shall be

necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Public Works Director or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

8.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8.5 Cost Records. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

9. ENFORCEMENT OF AGREEMENT

9.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.4 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

9.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days written notice to Contractor, except that where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Contractor may terminate this Agreement, with or without cause, upon ninety (90) days written notice to City.

10. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

10.1 Non-Liability of City Officers and Employees. No officer or employee of City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

11. MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated *seventy-two* (72) hours from the time of mailing if mailed as provided in this Section.

To City: City of Wildomar
Attention: City Manager
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

To Contractor: Republic ITS
Attention: James A Wagner, P.E.
371 Bel Marin Keys Boulevard, #200
Novato, CA 94949

11.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

11.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 Severability. In the event that anyone or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by *valid* judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

11.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
City of Wildomar

Date: _____

By: _____

John Danielson
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____

Julie Hayward Biggs
City Attorney

By: _____

Debbie A. Lee
City Clerk

"CONTRACTOR"
Republic Intelligent Transportation
Services, Inc.

Date: _____

By: _____
(name)

(title)

Date: _____

(name)

(title)

EXHIBIT "A"

CONTRACTOR'S SCOPE OF SERVICES/WORK

Including, Schedule of Fees

And

Schedule of Performance

Contractor shall provide the City with certified personnel, vehicles and equipment, and materials as necessary to maintain the City's traffic signals and related equipment. Contractor must have the resources and abilities to install various traffic signal poles, controller cabinets, and other associated equipment. The scope of services may include, but will not be limited to the following:

Technical Services and Maintenance Personnel

Contractor will be required to have available and readily accessible all required vehicles, tools, equipment, apparatus, facilities, and materials to perform all work necessary to maintain the traffic signals and related equipment as listed in this Solicitation in compliance with current Caltrans standards and specifications.

Contractor will be required to perform routine traffic signal maintenance services at an established flat rate fee per intersection, with additional non-routine maintenance services compensated at rates established pursuant to an agreed fee schedule.

Contractor will be required to provide regular field preventive maintenance, installation, and repair of existing controller assemblies and cabinets by qualified personnel that meet or exceed the following qualifications:

- One Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs;
- One Level Two technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs;
- Familiarity with programming and repair of all traffic signal controllers;
- Proficient in programming of conflict monitors (CMU) and malfunction management units (MMU);
- Familiarity with basic traffic signal timing principals;
- Proficient with all types of detection systems; video, loops and wireless.
- Familiarity with hardwire and wireless communications technology including troubleshooting, installations and adjustment of external and internal modems;
- Familiarity with various battery backup systems to include installation, programming and testing procedures, and maintenance;
- Ability to perform cabinet modifications and up-grades as required by the City;
- Technician(s) shall be available by phone 24-hours a day

Special Note: Contractor will be required to assign adequate traffic signal technicians to the City as may be necessary to provide routine "Preventive Maintenance" to each traffic signal (once every two months), as described in this Solicitation. An inability to provide routine maintenance to each traffic signal may cause the Contractor to be subject to liquidated damages.

Contractor will be required to provide a 24-hour service for knock-downs and emergencies.

Contractor will be required to have a complete traffic signal laboratory located in Southern California, or will be required to include the use of a certified traffic signal laboratory as part of its services (the name and location of the laboratory shall be listed in the firm's proposal).

Contractor will be required to maintain a stock of common replacement parts. The equipment may include, but is not limited to the following: Model 170E traffic signal controllers and other controllers as needed such as Nema Traconex390 and TS-2 Econolite, 24VDC Power Supply, MMU's/CMU's, flash transfer relays, load switches, detectors, video processors, video detection units, battery backup system unit, batteries, LED red/yellow/green lamps, LED pedestrian signals, and pedestrian activation buttons.

Contractor may offer alternatives to existing equipment to meet the changing demand as it occurs, when directed by City.

Contractor will be required to perform installations of knockdown replacement signal equipment including traffic signal poles ranging from Type 1A to Type 60, and to install traffic signal controller assemblies, cabinets, electric services, and to install inductive loop detectors. Contractor will be required to assist the City with the calibrating of traffic signal timing and progression; timing of traffic signals shall only be changed under the approved general direction of the City.

Contractor will be required to cooperate with the City Police representative, Riverside County Sheriffs Department, the City Manager and responsible City department heads in cases of emergency. Contractor will be required to refer all questions from the public to the City.

Preventive Maintenance

Contractor will be required to provide preventive maintenance for the traffic signal equipment as listed in this Scope. Contractor will be required to furnish and use a preventive maintenance checklist form approved by the City for each inspection. Contractor will be required to provide one electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the maintenance checklist in the traffic signal controller cabinet, and to maintain a copy of the maintenance checklist at the Contractor's office of records.

Contractor will be required to follow a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the equipment. The program will include, but not be restricted to, the following:

Routine Maintenance (Once Every Two Months)

- Preventive Maintenance (PM) checklist Form: Maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each traffic signal. The PM Checklist Form will be completely filled out during each maintenance inspection and during any time repairs are made to the traffic signal controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).
- Controller Cabinet Mounting: Check the snugness of the nuts on the traffic signal cabinet anchor bolts, tighten, if necessary, being sure not to distort the cabinet door opening by over tightening.
- Controller Cabinet Foundation Seal: If standing water or evidence of water is present inside the bottom of the cabinet, check the seal between the bottom of the foundation for deterioration, and to report the need to reseal the cabinet foundation as necessary.
- Door Gaskets: Check all door gaskets on the controller cabinet, service cabinet and any other enclosures of evidence of moisture or deterioration. Report the need to completely replace any gaskets showing signs of leaking or deterioration.
- Cabinet Vents: Check the vents in both the cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material. Air Filter: Vacuum, wash, replace or knock out any dust accumulated in air filters. Take appropriate action based on the condition of the filter.
- Cabinet Fan: Verify that cabinet fans(s) operate properly with a minimum of noise.
- Thermostat: Verify that the cabinet fan thermostat is set at 96 degrees.
- Interior Light: Verify the proper operation of the cabinet's interior light.
- Door Panel Harnesses: Check the harnesses leading from the main panel and auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust, if necessary.
- Hinges and Locks: Check the free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures. Use a minimum of oil or spray lubricant and remove any excess.
- Vacuum Cabinet: Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet.
- Insect or Rodent Infestation: Check for signs of ants, wasps or other insects or rodents within the cabinet. Use appropriate insect traps or powders if any positive findings are discovered. More serious problems shall be reported to the City.
- Cabinet Grounding: Using appropriate equipment, check annually the resistance between AC and ground.
- Service Connections: Verify the neutral, ground and power connections are secure in the controller and service cabinets.

- Plug-In Components: Check that each plug-in component (rack mount detectors, relays, load switches, etc.) fits tightly and securely.
- Ground Fault Receptacle: Verify the proper operation of the “Test” and “Reset” buttons on GFCI type outlets.
- Intersection Records: Ensure that all intersection cabinet wiring diagrams are present and up to date.
- Controller Operation: Manually place vehicle and pedestrian calls on each phase through the cabinet test switches or the controller keypad, to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and make note for the file. Verify signal timing is current with timing sheet in cabinet. Confirm controller time and dates are correct. (Especially after day light savings time change).
- Conflict Monitor/Malfunction Management Unit: Verify time and dates are correct in any CMU/MMU with an internal clock.
- Detector Operation (inductive loops): Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check also that a call is placed on the correct controller phase.
- Detector Operation (video detection): Verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
- Equipment Displays and Indicators: Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.
- Pre-Emption Devices: Test any pre-emption devices for proper operation.
- System Telemetry: Check the operation of telemetry on controller display and phone modem, if equipped, located in the cabinet. Report any malfunction immediately.
- Safety Lighting (Night Check): Institute a routine night time check of safety lights and illuminated street name signs at all signalized intersections every other month and submit a report and an estimate for any repairs necessary to the City for approval.

Intersection Walk-Around (included as a part of Routine Maintenance once every two months):

- General: Remove any easily removable, unauthorized signs, stickers and posters and note any graffiti existing on signal poles or equipment. Notify City of any graffiti observed on traffic signal equipment.
- Signal Heads: Verify that all vehicle and pedestrian heads properly display all indications and the signals are not damaged. Verify the alignment of all heads to the intended direction. Verify that all back plates, visors and doors are visibly secure. Report any landscaping that restricts the view of signal heads to the City (Signal heads should be visible from 250 feet). Labor and material costs to replace malfunctioning displays with Caltrans approved LED units will be paid in addition to the established flat rate fee per intersection.
- Pedestrian Equipment: Check all pedestrian push buttons (and bicycle push buttons where provided) and signals by hand to ensure that they are securely mounted and operating properly. Replace damaged or malfunctioning buttons

with larger size ADA type buttons as necessary.

- Internally illuminated street name signs (IISNS): Verify that the IISNS is adequately connected to frame, clamp and brackets, and no panel is broken or missing.
- Miscellaneous: Check all detector loops for sealant deterioration, exposed wire, etc.

Semi-Annual Maintenance:

- Video Detection System Where Applicable: Insure proper operation, clean video detection camera lens as needed.
- Terminal Connections: Test, semi-annually or following any wiring repair, each terminal screw by backing off slightly then retightening to confirm that it is secure.
- Check: All pull boxes for structural defects, insect or rodent infestations, and properly secured lids.
- Verify timing charts to controllers. If they are not correct contact City staff to verify differences.
- Report significant areas of rust on cabinet exterior and signal poles to City staff.

Annual Maintenance

- Signal Lenses and Signs: Clean and polish all signal lenses and reflectors, align all signal heads and adjust all mast arm mounted street name signs.

Records:

Intersection Records

(a) Inventory List: Maintain an inventory list of the equipment in the controller cabinet at each location. The inventory list shall include the model, manufacture, serial number and quantity of each piece of equipment and installation date. The inventory list shall be continually updated and a copy shall be furnished to the City every six months.

(b) Preventive Maintenance (PM) Checklist Form: Maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each intersection. The PM checklist form shall be completely filled out during each routine maintenance inspection and during any time repairs are made to the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

Monthly Activity Report

Provide a computerized monthly activity report to the City by the fifteenth working day of each month for the previous month. The report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail or on a media storage unit (CD or Flash Drive) and shall include the following:

(a) Time the service calls were received, time arrived at the intersection, the response time, the number of hours spent for each repair, materials used, and a special listing of

intersections with three or more calls in one month.

(b) A complete record of all work that was performed on the traffic signal equipment during the previous month including the make, model, and serial number of any major components or other equipment that was newly installed at each intersection.

(c) Time and date the PM work was performed.

Pending Repair List

Provide a monthly report of all pending repair work needed at each intersection.

Compensation for all routine "Preventive Maintenance" work identified above will be paid at an established flat rate fee per intersection for those intersections maintained in any given month, in accordance with the Cost Proposal, Schedule A, included in this Solicitation and completed and returned by Contractor in its Proposal. (For clarification, each intersection will be billed to the City no more than once every other month for routine preventive maintenance work). ***No additional or separate payment will be made for labor and materials, vehicles, equipment, or for daily travel time from Contractor's base of operations to the City. The flat rate fee per intersection represents total compensation for all routine preventive maintenance work as described herein, unless additional or separate payment for repairs or unscheduled/emergency work is otherwise authorized.***

Special Note: Contractor will be required to assign a sufficient number of traffic signal technicians to the City as may be necessary to provide routine "Preventive Maintenance" to each traffic signal, as described in this Solicitation. The City expects traffic signal technicians to be regularly assigned to the City as necessary to provide routine preventive maintenance, and to respond to unscheduled/emergency work ("Extra Work") during regular working hours (8:00 AM to 5:00 PM, Monday through Friday). An inability to provide maintenance to each traffic signal every other month may cause Contractor to be subject to liquidated damages.

Traffic Signal Interconnect Systems

Provide a quarterly (i.e. every three months) systems check to ensure traffic signal interconnect systems function in accordance with the timing plans. Investigate and determine causes for any performance issues (i.e. faulty pedestrian bush buttons, faulty vehicle detection, faulty communication, etc.), and recommend appropriate repairs necessary for system operation in accordance with the timing plan. Repairs necessary to improve the function of traffic signal interconnect systems shall be compensated as "Extra Work".

Special Note: Maintenance of the traffic signal interconnect systems is a critical component of the City's desired services. Contractor will be required to have qualified traffic signal technicians that have demonstrated experience in maintaining traffic signal interconnect systems, with a proven ability to troubleshoot and diagnose problems with the efficient operation of these systems.

Compensation for all traffic signal interconnect systems maintenance work identified above will be considered as included the established flat rate fee paid per intersection for routine "Preventive Maintenance" work, in accordance with the Cost Proposal, Schedule A, included in this Solicitation and completed and returned by Contractor in its Proposal. No additional or separate payment will be made for monitoring the function and operation of traffic signal interconnect systems. Compensation for any necessary repairs to traffic signal interconnect systems will be paid as "Extra Work".

Underground Service Alert (Dig Alert) Monitoring

Contractor will be required to adequately mark all traffic signal conduit and equipment on behalf of the City in accordance with California Government Code Section 4216 *et seq.* The City's designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City, and will furnish applicable notifications to a representative of Contractor to coordinate the marking of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. Contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an intersection record log shall be created, with the USA notification and corresponding action noted in the controller, with a copy provided to the City. Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law.

Compensation for providing USA - Dig Alert services identified above will be paid at a flat rate per occurrence in accordance with the Cost Proposal, Schedule A, included in this Solicitation and completed and returned by Contractor in its Proposal. ***No additional or separate payment will be made for daily travel time from Contractor's base of operations to the City.***

Unscheduled Maintenance of Traffic Signal Control Equipment

Unscheduled/emergency work includes, but is not limited to the following:

Downed signal heads, poles, damaged controller and cabinet, damaged internally illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.

Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions.

Special Note: The City of Wildomar is exposed to high winds during certain periods of the year. During high winds, Contractor shall establish a process for checking that all regular and internally illuminated street name signs (IISNS) are adequately connected to frame, clamp and brackets and properly tightened and secured to the signal mast arm. An inspection and maintenance program shall be established to avoid the frequency of signs being blown free of their connection to the signal mast arm during high winds, resulting in calls for unscheduled/emergency work.

Repair, replace or otherwise render in good working order any and all defective parts of

the traffic signal equipment with like make and model parts for temporary and permanent replacements, except as individually agreed upon by the City.

The contractor shall provide materials for permanent repairs, uses in the repair or replacement of City equipment. The City shall reimburse Contractor for materials used for permanent repairs, in an amount equal to the cost of the materials including an agreed mark-up price.

No permanent change of control mechanisms shall be done without prior approval of the City. Whenever equipment is removed from the controller cabinet, the City shall be notified by phone within 24 working hours, except weekends and holidays.

Notify the City in advance of any traffic signal de-activations that may be required to provide the required services. Traffic signal de-activations shall not be scheduled without the approval of an authorized representative of the City. All traffic signal controller equipment shall be maintained as recommended by the manufacturer.

Contractor shall cover the cost for replacing any parts to the controller mechanisms under the provisions of the preventive maintenance program. When entire controller mechanisms become obsolete or are deteriorated beyond repair, report such conditions to the City and provide satisfactory evidence that replacement is necessary. Prepare estimates showing the cost breakdown of material and labor for replacement of such controller mechanisms and submit this information to the City. Replacement of an entire controller mechanism, if ordered by City, shall be paid for as "Extra Work".

"Extra Work" includes, but is not limited to the following:

- Traffic Signal and Pedestrian Signal Indications: Replace or repair standard traffic signals (red, yellow and green) and pedestrian signal display units as they malfunction upon authorization from the City. All traffic signal and pedestrian indications shall be Caltrans approved LED units only.
- Unscheduled Maintenance: Respond within two (2) hours after City's notice of the following events:

- (1) Any signal controller malfunction;
- (2) Burned out red or green ball or arrow display;
- (3) Other situations that is potentially hazardous to public safety

The replacement of burned-out lamps need not be on an afterhours "emergency" basis provided that there is one (1) such signal indication still operative for each direction of travel. Such replacements will be completed within twenty-four (24) hours. Notify the City within twenty-four (24) hours of any change in traffic signal operation caused by controller replacement, timing changes, and loss of master control or traffic collisions.

Maintenance activities that require periodic replacement of minor parts will not require City approval.

Replacement of controllers, cameras, and battery backup systems will require approval of City staff prior to replacement. Serial number of unit removed will be recorded and

the unit delivered to the City Yard.

Emergency calls that require replacement of equipment will not require approval from City before such replacements are commenced. Additional staffing shall be provided where responding technician cannot handle emergency work alone (knockdowns, wire pulls, etc.).

Maintain a single local telephone where an on-call traffic signal technician can be reached at all times, twenty-four (24) hours per day. This telephone number will be made available to all persons designated by the City.

Monitoring Emergency Calls: At the time the on-call traffic signal technician is notified of an emergency by the City, he will call the designated City representative. If the designated representative is not available, the following numbers are available to verify that the on-call traffic signal technician has received the call:

| TIME | TELEPHONE NO. |
|------------------|---|
| 8:00 AM -5:00 PM | (951) 677-7751, Public Works Department |
| 5:00 PM -8:00 AM | After hour telephone numbers will be provided in accordance with an established Traffic Signal Service Call Procedure |

Upon completion of emergency work, contact the above telephone numbers and inform the City that the emergency work has been completed.

Compensation for unscheduled maintenance work identified above will be paid at the hourly labor rates, and vehicle and equipment rates, in accordance with the Cost Proposal, Schedules B and C, included in this Solicitation and completed and returned by Contractor in its Proposal. Compensation for travel time shall be included in the payment for unscheduled or emergency work for those calls originating between 5:00 PM to 8:00 AM, for the actual travel time to the City, up to a two (2) hour maximum.

Upgrades

Contractor will be required to maintain any additional traffic signals and appurtenant devices as they are installed, or become a part of the maintenance requirements of the City.

Upgrade work may include but is not limited to the following:

- Replacement of existing non-operative equipment as needed;
- Enhancing equipment as needed or warranted;
- Installation of new controller equipment, signal cabinets, video cameras, signal heads, signal poles battery backup systems, new software, and software updates, and related wiring;
- When requested by the City, install, modify or upgrade traffic signals or electrical or mechanical traffic control or traffic safety devices;

No upgrade work shall be commenced or undertaken unless authorized by the City.

Said authorization is a condition precedent to receiving any reimbursement for upgrade work. Work shall be performed in accordance with the Standard Plans (current) and Section 86 of the Standard Specifications (current) for the State of California, Department of Transportation and the City of Wildomar special provisions. This work shall be performed within a time limit established by the City and for a mutually agreed upon price.

City will retain the right to perform any additional work by use of City forces or, in the alternative, to advertise such work for bids.

New Traffic Signals

Contractor shall be required to coordinate with the City's designated representative on any new traffic signals installed by another contractor under contract with the City ("City Installed Traffic Signal"), or by another contractor under contract with a private party ("Developer Installed Traffic Signal"). The City shall assume all responsibility for coordinating construction inspection of new traffic signals, whether a City Installed Traffic Signal or a Developer Installed Traffic Signal, up to, but prior to, final acceptance of work and traffic signal activation. When requested by the City, Contractor shall coordinate with the City's designated representative when notified that a new traffic signal is to be activated. Contractor shall participate in a walk-through of the new traffic signal improvements with the City's designated representative to determine that the new traffic signal improvements will function as designed. When scheduled, Contractor shall attend the traffic signal activation, and shall participate in confirming that all components of the new traffic signal improvements are operational with the City's designated representative and the installing contractor. Contractor will be responsible for assuming maintenance responsibilities for all new traffic signals following activation.

Compensation for reviewing new traffic signals as identified above will be paid at the hourly labor rates, and vehicle and equipment rates, in accordance with the Cost Proposal, Schedules B and C, included in this Solicitation and completed and returned by Contractor in its Proposal.

Warranty Service

During the period of warranty, Contractor will be required to coordinate all communication between manufacturer, installing contractor and the City regarding any warranty service; and to notify the City of any undue delays in response by the manufacturer or installing contractor and details of each incident.

No additional, or separate, compensation shall be paid for warranty service work, which shall be considered as included in the compensation paid for services provided in relation to "Upgrade Work" or "Traffic Signal Inspection".

Meetings

The assigned traffic signal technician shall be available to meet with the City's designated representative on a weekly basis or as needed at a mutually agreed upon time and place in the City to review each week's maintenance activities. The assigned

traffic signal maintenance supervisor shall be similarly available to meet with the City's designated representative on a monthly basis.

No additional, or separate, compensation shall be paid for attending meetings, which shall be considered as included in the compensation paid for all the various services provided hereunder.

Payment

All payments will be made within thirty (30) days after an invoice has been approved for payment by the City's designated representative, who has reviewed written verification of the actual compensation earned. Copies of all invoices for materials and supplies included on a payment request are required. For cost accounting purposes, said written verification shall be provided to the City as both a computerized printout and as a Microsoft Excel compatible computer file on a media storage device (CD or Flash Drive) in a form satisfactory to the City. Payment will be made no more frequently than monthly; however, invoices must be submitted at least quarterly (i.e. every three months). All payments shall be made in accordance with Schedules A, B and C included in this Solicitation and completed and returned by Contractor in its Proposal.

Contract Term

The City intends to award a traffic signal maintenance contract with an original term of three (3) years, with two optional two (2) year terms. The total term of the proposed contract may extend for seven (7) years from award by the City. The exercise of any additional extension of term shall be at the sole discretion of the City.

Costs for Services: *(provided on the following pages)*

**TRAFFIC SIGNAL MAINTENANCE SERVICES
FLAT RATE MAINTENANCE SCHEDULE**

TRAFFIC SIGNAL PREVENTIVE MAINTENANCE – FLAT RATE:

Preventive maintenance at a "Flat Rate" amount per Intersection for those signalized intersections listed in this Solicitation regardless of facilities:

\$155.00 per inspection

Note: There are currently 19 signalized intersections maintained by the City. Each intersection will be inspected every other month, 6 times per year.

FLASHING BEACON PREVENTIVE MAINTENANCE - FLAT RATE:

Preventive maintenance at a "Flat Rate" amount per intersection for those flashing beacon assemblies listed as listed in this Solicitation regardless of facilities:

\$65.00 per inspection

Note: There are currently 4 flashing beacon assemblies maintained by the City. Each location will be PM every other month, 6 times per year.

USA -DIG ALERT SERVICES - FLAT RATE:

Underground Service Alert (USA) "Dig Alert" services at a "Flat Rate" amount per intersection per occurrence: **\$200.00**

**TRAFFIC SIGNAL MAINTENANCE SERVICES
LABOR SCHEDULE**

UNSCHEDULED/EMERGENCY WORK ("EXTRA WORK"):

| | <u>Hourly Straight Time</u> | <u>Hourly Overtime</u> | <u>Premium Time</u> |
|--|---------------------------------|----------------------------|-------------------------|
| <u>Operations Superintendent</u> All repair work, both field and laboratory, subject to his approval and direction | \$90.00 | \$ 125.00 | \$ 160.00 |
| <u>Engineering Technician</u> Provides liaison, assist traffic engineer on systems and provides technical data. | \$90.00 | \$ 125.00 | \$ 160.00 |
| <u>Crew Leader</u> Primary duties are to field troubleshoot and repair field wiring, cabinet wiring, controllers, and perform routine duties of Preventive maintenance. | \$90.00 | \$ 125.00 | \$ 160.00 |
| <u>Traffic Signal Technician – Field</u> Primary duties are to field troubleshoot and repair field wiring, cabinet wiring, controllers, and perform routine duties of Preventive maintenance. | \$85.00 | \$ 115.00 | \$ 145.00 |
| <u>Traffic Signal Technician – Laboratory</u> Performs complete repair and maintenance of all controllers, detectors, and associated device that are brought from the field for repairs. | \$85.00 | \$ 115.00 | \$ 145.00 |
| <u>Traffic Signal Person</u> Primary duties are as directed by lead person in assisting field technicians and accomplishing preventive maintenance procedures as directed. | \$85.00 | \$ 115.00 | \$ 145.00 |
| <u>Traffic Signal Laborer</u> Primary duties are to assist the signalman and crew in knockdown repairs and modifications as directed. | \$60.00 | \$ 90.00 | \$ 110.00 |

Special Note: The flat rate fee per intersection represents total compensation for all labor and materials necessary to provide routine "Preventive Maintenance" work as described herein; and for assigning traffic signal technicians as necessary to provide routine preventive maintenance, and to respond to unscheduled/emergency work ("Extra" Work during regular working hours (8:00 AM to 5:00 PM, Monday through Friday).

**TRAFFIC SIGNAL MAINTENANCE SERVICES
VEHICLE AND EQUIPMENT SCHEDULE**

UNSCHEDULED/EMERGENCY WORK ("EXTRA WORK")

For those vehicles and equipment that are not used, cross out and mark as "N/A" to indicate that the vehicle or equipment is not available or necessary for the services provided by your firm.

| | |
|---|------------------|
| PERSONNEL VEHICLE | \$15.00 per Hour |
| PICKUP TRUCK | \$15.00 per Hour |
| SERVICE TRUCK | \$15.00 per Hour |
| SERVICE/LADDER TRUCK | N/A |
| BOOM/LADDER TRUCK | N/A |
| PAINT RIG TRUCK | \$20.00 per Hour |
| TELSTA TRUCK (Hydraulic type – man lift) | \$30.00 per Hour |
| AIR COMPRESSOR | \$15.00 per Hour |
| WATER TRUCK | \$10.00 per Hour |
| BIG CONCRETE SAW | \$10.00 per Hour |

Any equipment not listed will be charged per current Caltrans equipment rates. The City will pay a maximum travel time of one hour in each direction.

Material Mark-Up

Material mark-up will not exceed 15 % of supplier's invoice price (cost) that will be furnished to the City in any cost proposal for unscheduled/emergency work ("Extra Work"), or upgrades.

Special Note: The flat rate fee per intersection represents total compensation for all vehicles and equipment necessary to provide routine "Preventive Maintenance" work as described herein, unless additional or separate payment for repairs or unscheduled work is otherwise authorized.

City of Wildomar Traffic Signal Maintenance Services
TRAFFIC SIGNALS

LIST CURRENT "TRAFFIC SIGNALS"

Bundy Canyon Rd and Mission Trail
Bundy Canyon Rd and Orange St
Bundy Canyon Rd and The Farm Rd
Central Ave and Cerverard/Wild Stallion Ln
Central Ave and Grand Ave
Central Ave and Palomar St
Clinton Keith Rd and Arya Dr
Clinton Keith Rd and George Ave
Clinton Keith Rd and Grand Ave
Clinton Keith Rd and Hidden Springs Rd
Clinton Keith Rd and Inland Valley Dr
Clinton Keith Rd and Palomar St
Clinton Keith Rd and Smith Ranch Rd
Corydon St and Grand Ave
Corydon St and Mission Trail
Corydon St and Palomar St
Corydon St and Union St
Mission Trail and Malaga Rd
Palomar St and Gruwell St

City of Wildomar
Traffic Signal Maintenance Services
FLASHING BEACONS

LIST CURRENT "FLASHING BEACONS"

Bundy Canyon Rd and W/O The Farm Rd
Bundy Canyon Rd and E/O Harvest Way
Grand Ave and N/O Pasadena St
Grand Ave and N/O Virgo Way

EXHIBIT "B"

INSURANCE PROVISIONS

Including

Verification of Coverage,

Sufficiency of Insurers,

Errors and Omissions Coverage,

Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

Insurance

Contractor shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to the City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without ninety (90) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

A. Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;

2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

3. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least (one million dollars \$1 million) per occurrence. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

B. Sufficiency of Insurers. Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless otherwise acceptable to the City.

C. Verification of Coverage. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and 37 endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Wildomar or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Wildomar, its officials, employees, and agents are named as an additional insured..." ("As respects City of Wildomar Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("As respects City of Wildomar Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Wildomar shall be named the certificate holder on the policies.

All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

D. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either the insurer shall reduce, or eliminate, such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Contractor guarantees payment of all deductibles and self-insured retentions.

E. Severability of Interests (Separate of Insureds). This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1 H.
CONSENT CALENDAR ITEM
Meeting Date: June 24, 2009

TO: Honorable Mayor and Council Members

FROM: Michael Kashiwagi, Development Services

SUBJECT: Cooperative Agreement between the City of Wildomar and Riverside County for Slurry and Cape Seal Improvements in Various Locations in the City of Wildomar

STAFF REPORT

RECOMMENDATION:

Adopt Resolution 09-36 authorizing the City Manager to execute a Final Cooperative Agreement between the City of Wildomar and Riverside County for Slurry and Cape Seal Improvements in Various Locations in Wildomar as determined by the City Attorney

BACKGROUND:

As part of a street resurfacing program, the City should perform various surface treatments on paved streets throughout the City. The slurry and cape seal improvements are a preventative maintenance activity which extends the service life of the street pavement. The streets are selected through a pavement management system that tracks historical information and current conditions of paved streets throughout the City.

Wildomar streets are part of the County of Riverside Pavement Management System and the street segments were selected based upon information and analysis performed by Riverside County staff. At the request of the City of Wildomar, Riverside County included Wildomar in their annual Slurry and Cape Seal Project in order to take advantage of favorable bid prices resulting from being part of a much larger contract. Bids were received on April 29, 2009, and the bid prices for Wildomar's streets were \$436,587 which was 27% lower than the engineers estimate.

The Cooperative Agreement identifies the terms and conditions in which the City and County agrees that:

- The County of Riverside will be the lead agency and will design, administer and inspect the portions of the project within the City of Wildomar

- The County of Riverside will fund the total project costs necessary to deliver a fully designed and constructed project
- The City of Wildomar will reimburse the County of Riverside for our full costs over a five (5) year period

The estimated total cost for the design, environmental, construction, inspection, and administration for the City of Wildomar is \$529,000.

FISCAL IMPACTS:

The total estimated cost for the 2009 Slurry and Cape Seal Project is \$529,000. Annual payments to the County of Riverside over the 5 year payback period outlined in the Cooperative Agreement will be \$105,800 per year. Payment will come from the City of Wildomar's annual allotment of Measure A Funds.

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution No. 09-36

Submitted by:

Approved by:

Michael Kashiwagi
Development Services

John Danielson
Interim City Manager

RESOLUTION NO. 09 - 36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FINAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF WILDOMAR AND RIVERSIDE COUNTY FOR SLURRY AND CAPE SEAL IMPROVEMENTS IN VARIOUS LOCATIONS IN WILDOMAR AS DETERMINED BY THE CITY ATTORNEY

WHEREAS, the City of Wildomar and County of Riverside have determined there is great need for slurry and cape seal improvements; and

WHEREAS, the City and County desire to have one agency take the lead role in the development and implementation of the Project in order to coordinate the improvements and to reduce overall costs; and

WHEREAS, the City and County desire to designate the County as the lead agency and the County will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Authorizes the City Manager to execute the Cooperative Agreement between the City of Wildomar and Riverside County for Slurry and Cape Seal Improvements in various locations in Wildomar.

PASSED, APPROVED, AND ADOPTED this 24th day of June, 2009.

Scott Farnam
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

1 **COOPERATIVE AGREEMENT BY AND BETWEEN**

2 **RIVERSIDE COUNTY**

3 **AND**

4 **CITY OF WILDOMAR**

5 **FOR SLURRY SEAL AND CAPE SEAL IMPROVEMENTS IN**

6 **VARIOUS LOCATIONS IN THE CITY OF WILDOMAR**

7 This Cooperative Agreement ("AGREEMENT") entered into this _____ day of _____, 2009, by and
8 between the County of Riverside ("COUNTY"), and the City of Wildomar ("CITY") for the provision of certain Slurry
9 Seal and Cape Seal improvements in various locations within the jurisdictional boundaries of both the CITY. The
10 COUNTY and CITY are sometimes hereinafter referred to individually as "PARTY" and collectively as the
11 "PARTIES".

12 **RECITALS**

- 13 A. COUNTY and CITY have determined that there is great need for slurry seal and cape seal improvements in
14 the CITY (the "PROJECT") as shown in Exhibit A (Location Map).
- 15 B. COUNTY and CITY desire to have one agency take the lead role in the development and implementation of
16 the PROJECT in an interest to coordinate the improvements located in the two jurisdictions and to reduce
17 overall costs by processing the two separate jurisdictional improvements as one project.
- 18 C. COUNTY and CITY desire to designate COUNTY as the lead agency for the PROJECT and COUNTY will
19 therefor provide the administrative, technical, managerial, and support services necessary to develop and
20 implement the PROJECT.
- 21 D. COUNTY and CITY desire to define herein the terms and conditions under which the PROJECT is to be
22 administered, environmentally cleared, engineered, coordinated, constructed, managed, maintained and
23 financed.

24 **AGREEMENT**

25 NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereto agree as
26 follows:

1 **SECTION 1 • COUNTY AGREES:**

- 2 1. To fund one hundred (100) percent of the cost of the preparation of plans, specifications and estimates
3 (PS&E), preparation of an environmental document (ED) and obtaining environmental clearance, providing
4 utility coordination and relocation of impacted utilities, acquiring right-of-way, and advertising, awarding and
5 administering a public works construction contract necessary to construct the PROJECT improvements that
6 are located within the jurisdictional boundaries of the CITY. The estimated costs for CITY's improvements are
7 provided in Exhibit "B" attached hereto and incorporated herein. CITY agrees that should unforeseen
8 circumstances arise which result in an increase of any costs over those shown in Exhibit "B", CITY will in
9 good faith consider an amendment to this AGREEMENT to include any such costs under this AGREEMENT.
10 COUNTY shall not be compensated for any services rendered in connection with its performance of this
11 Agreement which are in addition to or outside of those set forth in this Agreement unless such additional
12 services are authorized in advance and in writing by the City Council or City Manager of CITY.
- 13 2. Final plans for improvements within CITY's right of way shall be prepared to COUNTY standards, and signed
14 by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with
15 and approved by CITY.
- 16 3. To identify and locate all utility facilities within the PROJECT area as part of its project design responsibility. If
17 any existing public and/or private utility facilities conflict with the PROJECT construction, COUNTY shall make
18 all necessary arrangements with the owners of such facilities for their protection, relocation, or removal.
19 COUNTY shall require the utility owner and/or its contractors performing the relocation work within COUNTY's
20 right of way to obtain a COUNTY encroachment permit prior to the performance of said relocation work. CITY
21 and COUNTY shall coordinate and cooperate in the effort to establish prior rights related to utility
22 encroachments into each jurisdiction's right-of-way. In the case that any utility companies are determined to
23 have prior rights, the cost of relocating utilities shall be borne by the jurisdiction in which the conflicting utility
24 resides.
- 25 4. To prepare an environmental document and to obtain necessary environmental clearances in accordance
26 with the California Environmental Quality ACT (CEQA).
- 27 5. To advertise, award and administer a public works contract for the construction of the PROJECT in
28 accordance with the local Agency Public Construction Code, the California Labor Code, and in accordance
29 with the permit issued by the Riverside County Transportation Department.

6. To furnish a representative to perform the function of Resident Engineer during construction of the PROJECT. The Resident Engineer shall also be independent of the construction contractor.
7. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.
8. To construct the PROJECT in accordance with approved PS&E documents.
9. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a certified material tester.
10. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount to CITY for review and approval prior to final authorization by CITY.
11. To furnish CITY a complete set of full-sized film positive reproducible as-built plans and all contract records, including survey documents, within sixty (60) days following the completion and acceptance of the PROJECT construction contract. Also, to furnish CITY electronic copies of final plans, if available.
12. To furnish CITY a final reconciliation of the PROJECT expenses within ninety (90) days following the completion and acceptance of the PROJECT construction contract. If final costs associated with the CITY's improvements are in excess of the deposit amount provided for in Section 2 herein, CITY shall include a final bill with the financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit amount provided for in Section 2 herein, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

SECTION 2 • CITY AGREES:

1. To fund one hundred (100) percent of the cost of administering a public works construction contract necessary to construct PROJECT improvements that are located within the jurisdictional boundaries of the CITY. The estimated costs for CITY's improvements are provided in Exhibit "B" attached hereto and incorporated herein. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", CITY will in good faith consider an amendment to this agreement to include any such costs under this agreement.

- 1 2. To provide, at no cost to COUNTY, oversight of the PROJECT within CITY jurisdictional boundaries and to
2 provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely
3 processing of the PROJECT.
- 4 3. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
5 contractor, an encroachment permit authorizing entry onto CITY's right of way to perform survey and other
6 investigative activities required for preparation of the ED, PS&E or Construction of the PROJECT.
- 7 4. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the
8 construction of the PROJECT and to verify facilities are constructed in accordance with the approved PS&E
9 documents as required by this AGREEMENT.
- 10 5. To deposit with COUNTY, prior to start of the construction contract for the PROJECT and upon written
11 request by the COUNTY, the amount of \$105,800, which represents 20% of the CITY's estimated share of the
12 PROJECT cost (with contingencies) as shown in Exhibit "B".
- 13 6. To pay to COUNTY in five installments. In FY 09/10, a total of \$105,800, which represents the Deposit,
14 \$105,800 by no later than July 31, 2011 of FY 10/11, \$105,800 by no later than July 31, 2012 FY 11/12,
15 \$105,800 by no later than July 31, 2013 FY 12/13, and the balance of \$105,800 by no later than July 31, 2014
16 FY 13/14,
- 17 7. To pay within 45 days of receipt, the invoices for reconciled costs as shown in Exhibit "B" (approved Contract
18 Change Order amounts not to exceed the allocated 15% contingency amount without prior approval by CITY),
19 submitted by COUNTY for services rendered in accordance with this AGREEMENT.

20 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 21 1. The total cost of the PROJECT is estimated to be \$529,000 as detailed in Exhibit "B".
- 22 2. COUNTY shall not be obligated to construct the PROJECT until after receipt of CITY's Deposit as provided
23 for in Section 2 herein.
- 24 3. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be
25 commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has
26 been issued by CITY.

27 COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
28 PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury
29 Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy

1 of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
2 required which name the CITY, its officers, elected officials, employees, and agents as additionally insured.
3 COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall
4 provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this
5 section to CITY prior to the start of construction.

6 4. CITY may inspect and accept or reject any of COUNTY'S work under this Agreement, either during
7 performance or when completed. CITY shall reject work by a timely written explanation, otherwise
8 COUNTY'S work shall be deemed to have been accepted.

9 5. COUNTY represents and warrants that it has the qualifications, experience and facilities necessary to
10 properly perform the services required under this Agreement in a thorough, competent and professional
11 manner. COUNTY shall at all times faithfully, competently and to the best of its ability, experience and talent,
12 perform all services described herein. In meeting its obligations under this Agreement, COUNTY shall
13 employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing
14 services similar to those required of COUNTY under this Agreement.

15 6. Ownership and title to all materials, equipment, and appurtenances installed as part of this AGREEMENT will
16 automatically be vested with the jurisdiction for which the improvements reside and no further AGREEMENT
17 will be necessary to transfer ownership.

18 7. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by the
19 PROJECT that are located outside of their respective right of way boundaries.

20 8. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed
21 by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either
22 PARTY hereto.

23 9. CITY and COUNTY shall retain or cause to be retained for audit for a period of three (3) years from the date
24 of final payment, all records and accounts relating to the PROJECT.

25 10. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
26 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
27 authority or jurisdiction delegated to CITY under this AGREEMENT. It is further agreed that pursuant to
28 Government Code Section 895.4, CITY shall fully indemnify, defend and hold COUNTY harmless from any
29 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything

1 done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated
2 to CITY under this AGREEMENT.

3 11. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
4 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or
5 jurisdiction delegated to COUNTY under this AGREEMENT. It is further agreed that pursuant to Government
6 Code Section 895.4, COUNTY shall fully indemnify, defend and hold CITY harmless from any liability
7 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
8 omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to
9 COUNTY under this AGREEMENT.

10 12. This AGREEMENT and the exhibits herein contain the entire AGREEMENT between the PARTIES, and is
11 intended by the PARTIES to completely state the AGREEMENT in full. Any agreement or representation
12 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in
13 this AGREEMENT, is null and void.

14 13. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third
15 parties not party to this AGREEMENT or affect the legal liability of the PARTIES to this AGREEMENT by
16 imposing any standard of care with respect to the maintenance of roads different from the standard of care
17 imposed by law.

18 14. This AGREEMENT may be signed in counterparts, each of which shall constitute an original and which
19 collectively shall constitute one instrument.

20 15. This AGREEMENT shall terminate upon completion of the construction contract and acceptance by both
21 PARTIES, and reconciliation of final invoicing for the PROJECT.

22 16. All notices, demands, invoices, and written communications shall be in writing and delivered to the following
23 addresses or such other address as the PARTIES may designate:

24 To County: Riverside County Transportation Department
25 Attention: Juan C. Perez
26 4080 Lemon Street, 8th Floor
27 Riverside, CA 92501
28 Phone: (951) 955-6740
29 Fax: (951) 955-3198

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To City: City of Wildomar
Attention: City Manager
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Phone: (951) 677-7751
Fax: (951) 698-1463

[Signatures of Parties on Following Page]

APPROVALS

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

Juan C. Perez
Director of Transportation

APPROVED AS TO FORM:

_____ Dated: _____

Pamela J. Walls
Interim County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

_____ Dated: _____

Jeff Stone
Chairman, Riverside County Board of
Supervisors

ATTEST:

_____ Dated: _____

Nancy Romero
Clerk of the Board (SEAL)

CITY OF WILDOMAR

APPROVED BY:

_____ Dated: _____

John Danielson
City Manager

APPROVED AS TO FORM:

_____ Dated: _____

Julie Hayward Biggs
City Attorney

ATTEST:

_____ Dated: _____

Debbie A. Lee, CMC
City Clerk

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EXHIBIT B •

PROJECT COST ESTIMATE

(April 29, 2009)

| TASK | OTHER | CITY | COUNTY | TOTAL |
|--------------------------|----------|------------|--------|-------|
| Plans, Specs & Estimate | Complete | | | |
| Environmental | Complete | | | |
| Right of way | n/a | | | |
| Utilities | n/a | | | |
| Construction | \$ | \$ 436,587 | \$ | \$ |
| Construction Engineering | | \$ 23,413 | | |
| Project Administration | | | | |
| SUBTOTALS | \$ | \$ 460,000 | \$ | \$ |
| 15% Contingencies | \$ | \$ 69,000 | \$ | \$ |
| TOTALS | \$ | \$ 529,000 | \$ | \$ |

PAYMENT SCHEDULE

| PAYMENT | AMOUNT | DUE |
|----------|----------------------|--------------------------------|
| FY 09/10 | \$105,800 | Prior to Start of Construction |
| FY 10/11 | \$105,800 | Beginning of FY 10/11 |
| FY 11/12 | \$105,800 | Beginning of FY 11/12 |
| FY 12/13 | \$105,800 | Beginning of FY 12/13 |
| FY 13/14 | \$105,800 (estimate) | Beginning of FY 13/14 |
| TOTAL: | \$529,000 (estimate) | |

The construction cost estimate is based on the April 29, 2009, Alternate 1 bid estimate from Valley Slurry Seal Co. .

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1 I.
CONSENT CALENDAR ITEM
Meeting Date: June 24, 2009

TO: Honorable Mayor and City Council Members
FROM: Michael Kashiwagi, Development Services
SUBJECT: Award of Public Works Maintenance and Maintenance Management Services Contract

STAFF REPORT

RECOMMENDATION:

Staff recommends the City Council approve the Public Works Maintenance and Maintenance Management Services Contract with PV Maintenance, Inc and authorize the City Manager to execute the contract.

BACKGROUND:

On May 1, 2009 the City requested proposals from qualified companies for public works maintenance and maintenance management services. The proposals were due on May 27, 2009 and three companies submitted completed proposals at that time. The proposals responded with qualifications, experience, references, proposed work plans and unit costs in response to the requirements set forth by the City in the RFP. City staff subsequently reviewed the proposals and interviewed all three companies on June 2, 2009. Based upon the interview and criteria used to review the proposals, staff considers PV Maintenance, Inc. (PVM) the most qualified company for this contract.

The public works maintenance and maintenance management services contract is being recommended with an original term of three (3) years, with two optional two (2) year terms. The total term of the proposed contract may extend for seven (7) years from award by the City. The exercise of any additional extension of term shall be at the sole discretion of the City. The contract also includes a clause that the agreement may be terminated prior to expiration with or without cause upon 90 days written notice to the Contractor should the City need or want to change this contract.

REVIEW CRITERIA:

Staff evaluated each proposal based upon the understanding each company had for the type of work to be provided, contracts with other agencies with similar experiences/work, proximity of existing equipment yards and personnel to the City and the proposed level of service and proposed approach to developing a work plan to meet

the City's needs. Review of the qualifications and check of references, in addition to the results of the interviews, suggested to staff that two companies were more than qualified to provide this service to the City but PVM was better positioned to provide the services the City anticipates a need in and seemed to have a better understanding of how to provide the required services within a limited budget. In evaluating the combination of both the costs and qualifications, staff considers PVM the most qualified company for this contract.

FISCAL IMPACTS:

The Public Works Maintenance and Maintenance Management Services contract sets aside a not-to-exceed cost of \$305,000.00 for public works (street and drainage) maintenance for the fiscal year 2009-2010 from Gas Tax Funds (20-450-25). Revenues are anticipated to exceed these costs as well as the other programs and projects funded by Gas Tax Revenues.

ATTACHMENTS:

1. Agreement for Public Works Maintenance And Maintenance Management Services

Submitted by:

Approved by:

Michael Kashiwagi
Development Services

John Danielson
Interim City Manager

PUBLIC WORKS MAINTENANCE AND MAINTENANCE MANAGEMENT SERVICES AGREEMENT

PV Maintenance, Inc.

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into this 24th day of June, 2009, by and between the City of Wildomar, a California municipal corporation ("City"), and PV Maintenance, Inc. ("Contractor").

RECITALS

- A. City requires the services of a qualified firm for Public Works maintenance and maintenance management services, ("Project").
- B. Contractor has submitted to City a proposal to provide services to City pursuant to the terms of this Agreement.
- C. Based on its experience, education, training, and reputation, Contractor is qualified to provide the necessary services to City for the Project and desires to provide such services.
- D. City desires to retain the services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide services to the City as follows:

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide traffic signal maintenance services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Contractor warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Contractor in accordance with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A." Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor. For the services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total amount shall not exceed \$305,000.00.

3.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than the tenth working day of such month, submit to City in the form approved by City's finance director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Contractor for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

3.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A." The extension of any time period must be approved in writing by the Contract Officer.

4.3 Liquidated Damages. None

4.4 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.5 Term. Unless earlier terminated in accordance with Section 9.5 of this Agreement, this Agreement shall continue in full force and effect for a period of three (3) years, commencing on July 1, 2009, and ending on June 30, 2012 ("Original Term").

Ninety (90) days prior to the expiration of the Original Term, the City and Contractor shall meet to evaluate Contractor's performance during the Original Term. Upon a determination that the services provided by Contractor meet or exceed the standards established by the City, at the sole discretion of the Contract Officer, the City may extend the Original Term for a period of an additional two (2) years, commencing on July 1, 2012, and ending on June 30, 2014 ("First Extension").

Ninety (90) days prior to the expiration of the First Extension, the City and Contractor shall meet to evaluate Contractor's performance during the First Extension. Upon a determination that the services provided by Contractor meet or exceed the standards established by the City, at the sole discretion of the Director of Public Works, the City may extend the First Extension for a period of an additional two (2) years, commencing on July 1, 2014, and ending on June 30, 2016 ("Second Extension").

5. COORDINATION OF WORK

5.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: **Frank J Garza, President.** It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Director of Public Works.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Contractor's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Contractor's work product, result, and advice. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.5 Personnel. Contractor agrees to assign qualified individuals to perform the services set forth herein. A list of assigned personnel shall be provided to the Director of Public Works prior to the start of work. Contractor shall not alter the assignment of personnel without the prior written approval of the Director of Public Works. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Contractor by providing written notice to Contractor.

6. INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, policies of insurance as set for the in Exhibit "B," which is attached hereto and is incorporated herein by reference.

7. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Contractor, its officers, employees, representatives, and agents, which Claims arise out of or are related to Contractor's performance under this Agreement, but excluding such Claims arising from the negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder.

8. RECORDS AND REPORTS

8.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

8.2 Records. Contractor shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Public Works Director or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

8.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8.5 Cost Records. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

9. ENFORCEMENT OF AGREEMENT

9.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.4 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

9.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days written notice to Contractor, except that where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Contractor may terminate this Agreement, with or without cause, upon ninety (90) days written notice to City.

10. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

10.1 Non-Liability of City Officers and Employees. No officer or employee of City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

11. MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated *seventy-two* (72) hours from the time of mailing if mailed as provided in this Section.

To City: City of Wildomar
Attention: City Manager
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

To Contractor: PV Maintenance Inc.
Attention: Frank J Garza, President
29697 New Hub Drive, Suite A
Menifee, CA 92586

11.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

11.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 Severability. In the event that anyone or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by *valid* judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

11.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
City of Wildomar

Date: _____

By: _____
John Danielson
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Julie Hayward Biggs
City Attorney

By: _____
Debbie Lee
City Clerk

"CONTRACTOR"
PV Maintenance Inc.

Date: _____

By: _____
(name)

(title)

Date: _____

(name)

(title)

EXHIBIT "A"

CONTRACTOR'S SCOPE OF SERVICES, WORK PLAN AND PROPOSED BUDGET

Including, Schedule of Fees

For

Personnel and Equipment

It is the City's goal that the residents of Wildomar receive high quality, timely, cost effective, and reliable response from the City. Some of the major public works maintenance services duties are:

- Develop and implement a comprehensive public works maintenance services plan
- Operate, maintain, and/or monitor the Public Works infrastructure in accordance with State and Federal Law, in accordance with public safety
- Manage costs within the Public Works Maintenance budget
- Perform preventive maintenance and repairs for the City
- Maintain and improve the aesthetics of all City facilities
- Maintain a safety program for all staff in compliance with all State and Federal laws
- Maintain a proper Hazardous Material Plan for City facilities that meets all State and Federal requirements
- Comply with all State and federal requirements regarding affirmative action and provisions for minority hiring
- Providing timely services to residents
- Improving emergency call-out response times
- Traffic striping
- Replacing faded and missing street signs
- Removing weeds from the right of way
- Removing graffiti, litter and illegal signs
- Improving sidewalks, streets, and storm drain infrastructure
- Rapid response to citizens requests and problems

OBJECTIVES

Contractor shall assure that the following important areas are accomplished:

Performance: Our Southern California services have been excellent as is demonstrated by successfully providing public works maintenance services to the Cities of Aliso Viejo, City of Laguna Niguel, City of Rancho Santa Margarita, and City of Menifee. Our emergency response to call-outs is unsurpassed.

Service: The staff working in the City of Wildomar will be service oriented, courteous, and reliable. The residents of Wildomar will receive personalized service from our staff while we represent the City.

Responsiveness: Our staff is committed to working effectively with City Management in responding to completing all service requests, while remaining flexible to the needs and priorities of the City.

Control: The contractor/consultant will report to the City Engineer and implement the work plan and budget guidelines in the contract. The levels of service are established beforehand to assure that the workload demand and priorities of the City are clearly defined and met.

Professionalism: The City must have a high level of confidence in the staff assigned. Project Manager, Street Superintendent, Foreman/Lead worker, and Crew, must not only possess the technical knowledge and skills to perform the work, but also the interpersonal skills to serve the residents of the City of Wildomar.

APPROACH

The Contractor's proposed public works maintenance services approach shall be to improve the quality, quantity, and timeliness of the work completed and to assure that the services are being provided at the most cost efficient method possible.

To accomplish the objectives established by the City, Contractor shall:

- Coordinate with the City Engineer on daily work schedules and priorities
- Identify the levels of service the City can expect to be completed during the year
- Establish unit costs for each approved work activity
- Communicate to city staff on status of work order activity and schedules
- Establish a tracking/billing system for all work completed that is capable of retrieving information on work completed by activity, project, location, date, duration in hours, and personnel who completed the activity
- Provide the City Engineer with a monthly itemized report of all the services completed.

- Establish an on-call emergency service procedure; dedicated city crews are available 24 hours, 7 days per week

By using this approach, the City can expect excellent service, unsurpassed responsiveness, and cost efficiency.

METHODOLOGY

Contractor shall provide all resources necessary to perform the Public Works Maintenance Services requested by the City of Wildomar. Contractor shall provide all personnel, equipment, tools, and materials. Contractor's staff will be responsible for the day-to-day management, operation, and coordination of all work activities. Contractor shall report to the City Engineer for accountability.

Contractor's field maintenance services will be provided from a local office and public works maintenance facility located in the City of Menifee, or other City approved location in the City of Wildomar. Contractor's current approved site address is: 29697 New Hub Drive, Suite A, Menifee, CA 92586.

Contractor's staff is responsible for assuring that all work is performed in a competent, professional, and workmanlike manner. All resources including traffic control measures shall be CAL- OSHA compliant. Contractor may utilize specialty contractors, as approved by the City to complete the marking and signing maintenance, asphalt concrete (AC) surface removal and replacement and grading work. All specialty contractors shall be licensed and bonded in the specialty they are contracted, and carry the required City insurance limits, and the City is named as additional insured. All efforts to use local specialty contractors shall be made. Contractor's City crews perform all day-to-day public works maintenance activities.

Contractor will assign a Lead Worker/Foreman who will be responsible for the daily work activities. The assigned Public Works Superintendent will be responsible for implementing the work plan, oversees the regular work crews, and subcontractors for quality control. The assigned Project Manager will be responsible for overall planning, and management of the public works maintenance services. The Principal-in-Charge will also review all elements of the scope of work with City management to assure Contractor is performing to the City's complete satisfaction.

Contractor shall have established work performance standards to guide the field crews in work procedures and safety standards.

Contractor will make available to the City a One-man Crew or a Two-man Crew on a routine basis as determined by the workload, budget and the final approved workplan. Contractor's crews will be available on a 24-hour basis.

All personnel assigned to the City will have pagers, cellular phones, email, and radio communication compatible with the City's system (when applicable). All of our public works maintenance personnel will be professionally outfitted with City approved uniforms.

Contractor shall understand that they will be representing the City in all fieldwork activities. Contractor shall, through their actions, assure the City that all equipment will be well maintained and CAL- OSHA compliant, and will also reflect the professional image of the City.

EMERGENCY RESPONSE PROCEDURES

The ability to respond to emergency call-out situations is a very important and vital service. Emergency call-out procedures will be developed to provide for emergency response during off-hours, evening, weekends, and holidays. Contractor will review these procedures with City management staff for approval.

Contractor's staff and personnel who are on-call must be available by contacting the Contractor's office, mobile phone, email, radio, or by pager to respond to emergency situations within minutes of notification.

Additionally, Contractor shall have contracts established with local contractors to pre-commit them to provide their resources and backup support in the event of any emergency, such as: major storm damage, earthquake damage or other fire disaster situation.

Contractor's emergency preparations shall include: call-out procedures, contact names and numbers, guaranteed response times, and alternative numbers. Contractor's emergency call list will be given to all City management personnel, the City Council, and the Sheriff's department.

SCOPE OF WORK

We plan to complete the following tasks as part of our public works maintenance and management services to the City.

Task 1 - Complete Work Plan

Contractor shall meet with the City Engineer or his representatives to finalize the Work Plan for the City's maintenance. This document shall be reviewed at least monthly and adjusted to meet changing demands and budget.

Task 2 - Assume Maintenance Duties

Contractor shall have their project team on-site on or before July 1, 2009 and will be responsible for the transition and preparation for assuming day-to-day operational responsibility on July 1, 2009 or sooner.

The public works maintenance staff will do the following:

- Respond to service requests and investigate calls as directed by the City
- Set-up and coordinate work reporting procedures
- Provide review and control of work performance

- Track, monitor, and report costs
- Assure that the public works maintenance activities are properly transferred from the County

Task 3 – Identify Maintenance Responsibilities

Schedule field inspections with City and County personnel to review the public works maintenance responsibilities, including levels of service and the scope of work normally completed.

These field reviews will identify jurisdictional boundaries, such as homeowners association and commercial site management companies, and will prevent any duplication of maintenance efforts.

Task 4 - Establish Service Request Procedures

Implement City approved work request procedures utilizing, faxes, emails, or other City approved work order request procedures.

Task 5 – Provide Work Crew Reporting Procedure

Contractor shall implement tracking and reporting procedures for public works maintenance services for the City of Wildomar.

The daily reporting system tracks:

- Work activities completed
- Location of completed work
- Personnel who completed the activity
- Amount of work completed
- Cost for the work performed

This daily report is the basis for providing the monthly work reports and monthly billings to the City for services rendered. Information can be recovered about any work performed by the following parameters:

- Location
- Project
- Activity

The information in the database will be readily available to the City to respond quickly to any information request.

Task 6 – Levels of Service

For each activity to be completed, levels of service have been established.

- Quantity-based requirement – established as an annual estimated quantity such as pothole patching or sign installation.
- Frequency-based – repeat maintenance which is performed on a regular cycle such as storm drain maintenance
- Standard-based – usually hours of time needed to complete an activity such as litter pick-up.

Contractor's goals shall be to raise the level of service with no increase in costs; improve the response time to activities performed; and improve the quality of work performed.

Task 7 – Performance Criteria and Activity Standards

The proposed work plan currently establishes an estimated amount of work by line item to be completed annually by the contractor.

Contractor shall utilize the following performance criteria and standards for each maintenance activity. Compensation by activity is included in the unit price section.

| | |
|---|---|
| Work Activity: Pothole Patching | |
| - Standard Grade Cold Mix – in sacks | 1. Secure the work area -- includes one lane closure in residential areas. |
| - Liquid Tack | 2. Remove debris and loose AC from hole, including water. |
| - Truck | 3. Apply liquid asphalt tack to bottom and sides of hole. |
| - Traffic Control Equipment per WATCH Book – Residential Streets | 4. Fill hole with cold mix AC |
| - Hand Tamp | 5. Compact cold mix with a hand tamp (for larger areas, use track wheels to roll the area. |
| - Miscellaneous hand tools | 6. Clean up the work area. |
| | 7. Remove traffic control devices. |
| | 8. Implement Best Management Practices for NPDES requirements |
| Work Activity: 4" AC Surface – Remove and Replace | |
| - Hot Mix Asphalt | 1. Secure the work area -- includes one lane closure in residential areas. |
| - Liquid Tack | 2. Saw cut the area as marked by a City representative. |
| - Dump Truck(s) | 3. Remove damaged AC |
| - Traffic Control Equipment per WATCH Book – Residential Streets | 4. Place AC hot mix in two lifts. |
| - Asphalt Saw | 5. Compact each lift of AC hot mix with mechanical compactor. |
| - Mechanical Compactor | 6. Clean up the work area. |
| - Backhoe | 7. Remove traffic control devices. |
| | 8. Dispose of removed AC |
| | 9. Implement Best Management Practices for NPDES requirements |
| Work Activity: Crack Seal | |
| - Sealant Material | 1. Secure the work area -- includes one lane closure in residential areas. |
| - Applicator | 2. Clean out existing cracks that are greater than 3/8" in width using the air compressor. |
| - Air Compressor with Hoses and Nozzles | 3. Heat crack with Propane Torch. |
| - Truck | 4. Apply crack sealant to cleaned cracks. |
| | 5. Clean up the work area. |
| | 6. Implement Best Management Practices for NPDES requirements |
| Work Activity: Traffic Control | |
| - Traffic Control Devices | 1. Close one arterial lane for a distance of up to 200 feet using the Standard Lane Closure per the WATCH manual. |
| One Man Crew | |
| - Miscellaneous Construction Material of less than two cubic yards / two tons | 1. Secure the work area, as necessary. |
| - Truck | 2. Perform work as requested by the City. |
| - Miscellaneous Hand Tools | 3. Clean up the work area, as necessary. |
| | 4. Implement Best Management Practices for NPDES requirements |

- Traffic Control Devices

Two Man Crew

- Miscellaneous Construction Material of less than two cubic yards / two tons
 - Truck
 - Miscellaneous Hand Tools
 - Traffic Control Devices
1. Secure the work area, as necessary.
 2. Perform work as requested by the City.
 3. Clean up the work area, as necessary.
 4. Implement Best Management Practices for NPDES requirements

Work Activity: Marking (Striping – Standard Caltrans Paint)

- Truck Mounted or Portable Paint Sprayer and Truck
 - Stencils
 - Miscellaneous Hand Tools
 - Appropriate Paint
 - Glass Beads
 - Raised Pavement Markers, as appropriate
 - Thermoplastic, as appropriate
 - Traffic Control Devices, as necessary
1. Secure the work area, as necessary.
 2. "Cat Track" striping and have location approved by the City Maintenance Supervisor.
 3. Clean/sweep the street, as required.
 4. Stencil letters/symbols, as necessary.
 5. Spray paint/drop beads, place raised pavement markers, or place Thermoplastic tape.
 6. Clean up the work area as necessary.
 7. Implement Best Management Practices for NPDES requirements

Work Activity: Sandblasting Pavement Markers

- Sandblast Machine
 - Truck
 - Traffic Control Devices, as necessary
1. Secure the work area, as necessary.
 2. Sandblast existing pavement markings.
 3. Clean up the work as necessary.
 4. Implement Best Management Practices for NPDES requirements

Work Activity: Sign Post Installation

- PCC Mix
 - Sign Posts
 - Level
 - Concrete Saw
 - Truck
 - Miscellaneous Hand Tools
 - Miscellaneous Traffic Control Devices
1. Secure the work area, as necessary.
 2. Saw cut and remove existing concrete.
 3. Excavate the post hole.
 4. Place pole, replace and re-compact the soil.
 5. During Task 4, plumb the post using a hand level.
 6. Replace concrete.
 7. Clean up the work area, as necessary.
 8. Dispose of concrete removal.
 9. Implement Best Management Practices for NPDES requirements

Work Activity: Sign Installation

- Sign Faces, as needed
 - Miscellaneous Sign Hardware
 - Miscellaneous Hand Tools
 - Ladder or Mechanical Lift
 - Truck
1. Secure the work site, as necessary.
 2. Install sign face on existing post.
 3. Implement Best Management Practices for NPDES requirements

Work Activity: Sidewalk – Remove and Replace

- Ready Mix PCC delivered
 - Form Materials
 - Miscellaneous Hand Tools
 - Concrete Saw, when necessary
 - Truck
1. Post "No Parking" signs 24 hours in advance.
 2. Secure the work area, as necessary.
 3. Saw cut concrete, as necessary.
 4. Remove damaged concrete.
 5. Install forms.
 6. Excavate and re-compact the sub base.
 7. Place concrete mix in the form.
 8. Hand finish PCC and brush.
 9. Clean up the work area, as necessary.
 10. Dispose of concrete removal.
 11. Remove traffic control devices.
 12. Implement Best Management Practices for NPDES requirements

Work Activity: Sidewalk Grind

- Power Grinder
 - Traffic Control Devices, as necessary
 - Truck
1. Secure the work area, as necessary.
 2. Remove sufficient concrete using the grinder to eliminate elevation difference across the joints.
 3. Implement Best Management Practices for NPDES requirements
 4. Clean up the work area.

| | |
|--|--|
| Work Activity: Sidewalk Patch Asphalt | |
| - AC Cold Mix in sacks | 1. Secure the work area, as necessary. |
| - Miscellaneous Hand Tools | 2. Place AC cold mix over un-level sidewalk section. |
| - Truck | 3. Compact AC cold mix with hand tamp. |
| - Hand Tamp | 4. Implement Best Management Practices for NPDES requirements |
| Work Activity: Guard Rail – Remove and Replace | |
| - Standard W-Beam Guard Rail Section | 1. Secure the work area, as necessary. |
| - Guard Rail Post | 2. Remove damaged/deteriorated rail and posts. |
| - Post Hole Anchor | 3. Excavate post holes. |
| - Miscellaneous Hardware | 4. Install new posts, replace and re-compact soil. |
| - Miscellaneous Hand Tools | 5. Attach guard rail sections with standard hardware. |
| - Truck | 6. Clean up the work area. |
| | 7. Dispose of damaged posts and rails. |
| | 8. Implement Best Management Practices for NPDES requirements |
| Work Activity: Weed Abatement, Litter/Debris (The work activity reflects broad work tasks. All areas will be maintained once per month. Cost is on a fully loaded man-hour basis) | |
| Work Activity: Catch Basin/Parkway Drain/Inlet | |
| - Miscellaneous Hand Tools | 1. Inspect each inlet one time annually during the rainy season. |
| - Confined Space Equipment, as needed | 2. Secure the work area, as necessary. |
| - Truck | 3. Clean all inlets, as needed. |
| | 4. Dispose of waste material in a proper manner. |
| | 5. Implement Best Management Practices for NPDES requirements |
| Work Activity: 18" Storm Drain Maintenance | |
| - Hydroflusher | 1. Visually inspect inlets/outlets, two times per year. |
| - Miscellaneous Hand Tools | 2. Secure the work area, as necessary. |
| - Miscellaneous Traffic Control Devices | 3. Flush the under-drains as necessary. |
| - Truck | 4. Implement Best Management Practices for NPDES requirements |

Task 8 - Annual Evaluation

Contractor will conduct a total evaluation covering our entire operations and procedures at the end of the fiscal year. This evaluation includes feedback from the City's management staff.

The results of this evaluation may be used by the City to:

- Modify the level of service
- Revise cost data
- Review completed work quantities and productivity
- Evaluate staffing levels

Our goal is to continuously improve our public works maintenance services.

SCHEDULE

Daily

Track and monitor crew activities, respond to City service requests, investigate resident call-ins, and respond immediately to emergency calls. Provide scheduled work as called out in the Work Plan and weekly schedules.

| | |
|----------------|---|
| Weekly | Review the City's schedules and meet with City staff to discuss schedules and work in progress (as-needed). |
| Monthly | Review the City's schedule of work activities, prepare and submit completed reports on work provided during the month, and prepare and submit billings. Review the work plan and budgets, evaluate activity standards and make approved changes as necessary. |

UNIT COST FOR SERVICES:

| ACTIVITY DESCRIPTION | UNIT | UNIT COST | COMMENTS |
|--|-------|-------------|--------------------------|
| Street Maintenance | | | |
| Pothole/Hand Patching | SF | \$ 3.95 | 8% Sub-contract mark-up |
| R&R 4" AC Surface < 500 SF | SF | \$ 7.81 | 8% Sub-contract mark-up |
| Cracksealing | LF | \$ 1.35 | 8% Sub-contract mark-up |
| Re-Grade Dirt Roads | HOUR | \$ 178.25 | |
| Apply Dust Palliative | SF | \$ 0.13 | |
| 4" Skip Striping | SF | \$ 0.07 | 15% Sub-contract mark-up |
| 4" Solid | LF | \$ 0.10 | for all striping |
| 6" Solid | LF | \$ 0.12 | |
| 8" Solid | LF | \$ 0.14 | |
| 12" Solid | LF | \$ 0.92 | |
| Solid Double | LF | \$ 0.16 | |
| Broken Double | LF | \$ 0.14 | |
| Turn Arrows | EACH | \$ 14.00 | |
| 8' Letters | EACH | \$ 11.50 | |
| Bike Lane Stencils | EACH | \$ 46.00 | |
| Reflective Pavement Markers | EACH | \$ 4.75 | |
| Raised Pavement Markers | EACH | \$ 4.75 | |
| Line Layout - STATE minimum | LF | \$ 1,380.00 | |
| Striping - STATE minimum | EACH | \$ 1,725.00 | |
| Marking- STATE minimum | EACH | \$ 1,380.00 | |
| Sandblast - STATE minimum | EACH | \$ 1,610.00 | |
| Fog Seal | LF | \$ 0.75 | |
| Thermal Plastic | | | |
| 4" Skip Striping | SF | \$ 0.40 | |
| 4" Solid | LF | \$ 0.46 | |
| 6" Solid | LF | \$ 0.70 | |
| 8" Solid | LF | \$ 0.92 | |
| 12" Solid | LF | \$ 1.84 | |
| Solid Double | LF | \$ 0.92 | |
| Broken Double | LF | \$ 0.86 | |
| Turn Arrows | EACH | \$ 57.50 | |
| 8' Letters | EACH | \$ 34.50 | |
| Bike Lane Stencils | EACH | \$ 69.00 | |
| Reflective Pavement Markers | EACH | \$ 5.00 | |
| Raised Pavement Markers | EACH | \$ 5.00 | |
| Striping - STATE minimum | EACH | \$ 2,070.00 | |
| Marking- STATE minimum | EACH | \$ 1,725.00 | |
| Street Tree Trimming < 18" Dia | \$ | Cost + 15% | |
| Tree trimming | EACH | \$ 75.00 | |
| Street Sweeping | HOUR | \$ 142.00 | |
| New Sign Installation | EACH | \$ 75.00 | |
| New Sign Post Installation | EACH | \$ 150.00 | |
| Signs | \$ | Cost + 15% | |
| Graffiti Removal | HR | \$ 71.59 | |
| Sidewalk Grinding | EACH | \$ 42.00 | |
| Patch Sidewalk with Temp AC | EACH | \$ 19.00 | |
| R & R 4" Sidewalk | SF | \$ 10.88 | |
| Guardrail replacement | LF | \$ 150.00 | |
| Roadside Ditch Cleaning | LF | \$ 5.25 | |
| Drop Inlet Cleaning | EACH | \$ 35.00 | |
| Storm Patrol | HR | \$ 160.00 | |
| 1- person crew | HR | \$ 86.37 | |
| 2- person crew | HR | \$ 139.63 | |
| Maintenance Superintendent, Inspection | HR | \$ 86.00 | |
| Pick up truck | HR | \$ 21.00 | |
| Flatbed Truck | HR | \$ 23.00 | |
| Drainage Maintenance | | | |
| Access Road Maint. & Repair | \$ | Cost + 15% | |
| Fence Repair & Replacement | LF | \$ 35.00 | |
| Trash Removal | HOUR | \$ 163.00 | |
| Vegetation Control | LF | \$ 0.73 | |
| Erosion Damage Repairs | \$ | Cost + 15% | |
| Fire Abatement Mowing | HOUR | \$ 125.00 | |
| Small Area Mowing | SF | \$ 0.73 | |
| Ditch Cleaning | HOUR | \$ 139.00 | |
| Ditch/Channel Cleaning | HOUR | \$ 139.00 | |
| Outfall Cleaning | HOUR | \$ 139.00 | |
| Pipe/Manhole Cleaning | HOURS | \$ 150.00 | |
| Minor Pipe Repair and Replacement | \$ | Cost + 15% | |
| Special Event Support | | | |
| Detours & Road Closures | HOUR | \$ 75.00 | |
| Unscheduled Maintenance | HOUR | \$ 86.00 | |
| On-Call Services | | | |
| 1- person call out | HR | \$ 140.92 | |
| 2 -person call out | HR | \$ 247.82 | |

EXHIBIT "B"

INSURANCE PROVISIONS

Including

Verification of Coverage,

Sufficiency of Insurers,

Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

Insurance

Contractor shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to the City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without ninety (90) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

A. Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;
2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;
3. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least (one million dollars \$1 million) per occurrence. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

B. Sufficiency of Insurers. Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless otherwise acceptable to the City.

C. Verification of Coverage. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and 37 endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Wildomar or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Wildomar, its officials, employees, and agents are named as an additional insured..." ("As respects City of Wildomar Contract No. ____" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("As respects City of Wildomar Contract No. ____" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Wildomar shall be named the certificate holder on the policies.

All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

D. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Contractor shall

procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Contractor guarantees payment of all deductibles and self-insured retentions.

E. Severability of Interests (Separate of Insureds). This insurance applies separately to each insured against whom claim is made or suite is brought except with respect to the limits of the insurer's liability.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1 J.
CONSENT CALENDAR ITEM
Meeting Date: June 24, 2009

TO: Council Members

FROM: Michael Kashiwagi, Development Services

SUBJECT: Information on the Energy Efficiency and Conservation Block Grant Program

STAFF REPORT

RECOMMENDATION:

This is an informational item regarding the Energy Efficiency and Conservation Block Grant Program administrated by the California Energy Commission. It discusses funding allocation status and potential projects for the grant.

BACKGROUND:

Energy Efficiency and Conservation Block Grant

The Energy Efficiency and Conservation Block Grants (EECBG) Program, funded for the first time by the American Recovery and Reinvestment Act (ARRA) of 2009, represents a Presidential priority to deploy the cheapest, cleanest, and most reliable energy technologies available: Energy Efficiency and Conservation. This grant program is intended to assist U.S. cities, counties, states, territories, and Indian tribes to develop, promote, implement, and manage energy efficiency and conservation projects and programs designed to:

1. To preserve and create jobs and promote economic recovery.
2. To assist those most impacted by the recession.
3. To provide investments needed to increase economic efficiency by spurring technological advances in science and health
4. To invest in transportation, environmental protection and other infrastructure that will provide long-term economic benefits.
5. To stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

On May 11, 2009 a Funding Opportunity announcement for the EECBG went out for large cities and counties stating \$3.2 billion was available nationally. California's allocation is set at \$351.5 million for local governments to use for projects and programs

to reduce total energy use. About \$302 million goes directly to large cities and counties, and the remaining \$49.6 would be made available through competitive grants.

Grant Allocation

The California Energy Commission, administering the EECBG funds for small cities and counties will make 60 percent of \$49.6 million available to small cities and counties through a competitive grant program. The remaining 40 percent can be expended at the Energy Commission's discretion.

This equates to \$29.8 million guaranteed available to small cities and counties, and \$19.8 million of discretionary funds potential available to both large and small cities/counties.

Since the EECBG program for small cities is still under development, the California Energy Commission is soliciting comments from small jurisdictions to better understand how these agencies plan to apply and use the funds, and requested input regarding developing program guidelines and funding allocation procedures.

On June 5th and 8th 2009, the California Energy Commission conducted workshops throughout the state for small cities and counties to discuss the EECBG Program. Council member Bridgette Moore and city staff attended the workshop held on June 5th in Riverside. The workshops for small cities and counties included program description and objectives, discussions on funding sources, timelines for providing input into developing guidelines, and information sharing on partnership opportunities.

Discussion

At the June 5th Workshop, staff commented in support of a population formula approach to distribution of EECBG funds. It would mean approximately \$7 per capita. According to the January 1, 2009 Department of Finance population figures, Wildomar population is current 31,321. At \$7 per capita, that would mean allocation of \$219,247. Other small cities including Laguna Woods, and a consultant representing the City of Menifee and American Canyon supported the approach to population formula.

The California Energy Commission will decide its approach to funding distribution and other program structuring in August and September 2009.

In regards to potential projects, staff is awaiting the California Energy Commission's official guidelines to identify projects that meet their defined criteria. In the meantime, from the general EECBG guidelines produced, staff has identified potential projects for discussion. These projects include:

- Traffic Signal Light bulb Replacement Projects
Replace traffic bulbs with more efficient LED bulbs.
- WRCOG Green Street Scene Program
A public outreach program designed to encourage energy conservation by residents through distribution of a media/participation kit

- Recreational Park Light Replacement Project
As the Wildomar extends its jurisdiction to parks, this project would replace lights at parks throughout the City with more efficient bulbs.

Since the final program guidelines will not come out until August or September 2009, staff will have some time to develop additional ideas for this grant.

FISCAL IMPACTS:

There are no fiscal impacts at this time. If the California Energy Commission approves the population formula approach to disturbing EECEBG funds, then there is a potential \$219,247 available for projects meeting the criteria of program.

Submitted by:

Approved by:

Michael Kashiwagi
Development Services

John Danielson
Interim City Manager

ATTACHMENTS:

None

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1 K.
CONSENT CALENDAR ITEM
Meeting Date: June 24, 2009

TO: Honorable Mayor and City Council Members
FROM: Michael Kashiwagi, Public Works Director
SUBJECT: Resolution of Intention to Grant Electricity Franchise

STAFF REPORT

RECOMMENDATION:

That the City Council adopt Resolution No. 09-37 , entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WILDOMAR, CALIFORNIA, DECLARING ITS
INTENTION TO GRANT AN ELECTRICITY FRANCHISE
TO THE SOUTHERN CALIFORNIA EDISON COMPANY**

BACKGROUND:

Southern California Edison currently holds an electricity franchise within the City of Wildomar, which was granted by the County prior to the incorporation of the City. Upon the incorporation of the City, the County's interest in that franchise transferred to the City pursuant to the conditions of approval of incorporation. However, the County has continued to administer the franchise and collect the franchise fees from Southern California Edison, and then transferring the franchise fees to the City. It is the City's desire to establish a direct franchisor-franchisee relationship between the City and Southern California Edison.

This franchise is governed by The Franchise Act of 1937, which requires the City Council to adopt a resolution declaring its intention to grant the franchise prior to the actual adoption of the franchise ordinance. The resolution of intention must set the hearing date for the franchise ordinance within 20 to 60 days of the passage of the resolution of intention. The attached Resolution sets the public hearing for the adoption of the ordinance granting a franchise to Southern California Gas Company for July 22, 2009. This Resolution also directs the City Clerk to publish a notice of the public hearing and gives the form of the notice.

FISCAL IMPACTS:

None.

ALTERNATIVES:

1. Take no action
2. Provide staff with further direction and take action at a subsequent Council meeting.

Submitted by:

Approved by:

Michael Kashiwagi
Public Works Director

John Danielson
Interim City Manager

RESOLUTION NO. 09 - 37

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WILDOMAR, CALIFORNIA, DECLARING
ITS INTENTION TO GRANT AN ELECTRICITY
FRANCHISE TO THE SOUTHERN CALIFORNIA
EDISON COMPANY**

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

SECTION 1. Declaration of Intent to Grant Franchise. The City Council hereby declares its intent to grant a franchise of the character specified in Section 3 to the Southern California Edison Company.

SECTION 2. Character of the Franchise. The franchise shall be a franchise, pursuant to the Franchise Act of 1937, to use and to construct and use, for transmitting and distributing electricity for any and all purposes, poles, wires, conduits and appurtenances, including communication conduits and circuits necessary or proper therefore, in, along, across, upon, over, and under the public streets, ways, alleys, and places within the City of Wildomar for all lawful purposes. Such franchise shall expire on November 16, 2039.

SECTION 3. Hearing of Objections. A hearing shall be held on July 22, 2009 at the hour of 7:00 p.m. at 23878 Clinton Keith Road, Wildomar, California, where all persons having any objection to the granting of the franchise may appear before the City Council and be heard thereon.

SECTION 4. Notice of Hearing. The City Clerk is hereby directed to publish at least once within fifteen (15) days after the passage of this resolution, in a newspaper of general circulation published nearest to the City, a notice in the following form:

"NOTICE OF INTENTION TO GRANT FRANCHISE

NOTICE IS HEREBY GIVEN that Southern California Edison Company, a California corporation, has filed an application with the City Council of the City of Wildomar, requesting that the City Council grant it a franchise, pursuant to the Franchise Act of 1937, to use and to construct and use, for transmitting and distributing electricity for any and all purposes, poles, wires, conduits and appurtenances, including communication conduits and circuits necessary or proper therefore, in, along, across, upon, over, and under the public streets, ways, alleys, and places within the City of Wildomar for all lawful purposes. Such franchise, if granted, shall expire on November 16, 2039.

If such franchise shall be granted, the Southern California Edison Company, its successors and assigns, hereinafter designated Grantee, during the term of such franchise will pay to the City two percent (2%) of the gross

annual receipts of such Grantee arising from the use, operation, or possession of such franchise; except provided that this payment shall not be less than one percent (1%) of the gross annual receipts derived by Grantee from the sale of electricity within the limits of the City. Such percentage shall be paid annually from the date of the granting of the franchise, and in the event such payment shall not be made the franchise shall be forfeited.

The City Council proposes to grant such franchise.

NOTICE IS HEREBY FURTHER GIVEN that any and all persons having any objections to the granting of such franchise may appear before the City Council at 23878 Clinton Keith Road, Wildomar, California, at the hour of 7:00 p.m. on Wednesday, the 22nd day of July, 2009, and be heard thereon; and,

NOTICE IS HEREBY FURTHER GIVEN that at any time not later than the hour set for hearing objections, any person interested may make written protest stating objections against the granting of such franchise; which protest must be signed by the protestant and be delivered to the City Clerk. The City Council at the time set for hearing such objections shall proceed to hear and pass upon all protests so made.”

PASSED, APPROVED, AND ADOPTED this 24th day of June, 2009.

Scott Farnam, Mayor

ATTEST:

Debbie A. Lee, CMC, City Clerk

APPROVED AS TO FORM:

Julie Hayward Biggs, City Attorney

CITY OF WILDOMAR – COUNCIL
Agenda Item 1 L.
CONSENT CALENDAR ITEM
Meeting Date: JUNE 24, 2009

TO: Honorable Mayor Farnam, Members of the City Council
FROM: David Hogan, Assistant Planning Director
SUBJECT: Transient Occupancy Tax Encouragement Program

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 09-38:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR ESTABLISHING THE TRANSIENT OCCUPANCY TAX
ENCOURAGEMENT PROGRAM”**

BACKGROUND:

At the June 10, 2009 meeting the City Council provided direction to staff to prepare a resolution establishing a program to encourage additional hotel/motel development within the City of Wildomar. At the meeting, the Council indicated that the program should provide a processing fee credit in the amount of \$10,000, be available at the building permit stage of the process, and should terminate in 24 months. The resolution attached to this staff report contains a program based upon these provisions.

While developing the Program staff identified several other issues of the concern. These other issues include limitations on the size of the new hotel or motel and the effect of program termination on approved fee credits. Limitations on the size of the new transient occupancy tax generating business. To ensure that the program will generate new revenues for the City, staff is recommending that new transient occupancy tax generating business smaller than 20 rooms not qualify for the program. However staff is also recommending that these smaller facilities (such as bed and breakfasts) be eligible for a reduced credit based upon the anticipated transient occupancy taxes that the business would generate. Staff has also clarified that credits provided prior to the establishment of the program will continue to valid if the credit was approved by the City Manager prior to the termination of the program.

The establishment of this program is exempt from the provisions of the California Environmental Quality Act since the activity is a funding program that will not

result in any changes to the environment (Sections 15061(b)(3) and 15378 of the CEQA Guidelines). Each new hotel or motel project will receive the appropriate level of environmental review when the individual project is initially approved by the appropriate approval body designated in the zoning ordinance and before the project can be eligible to receive the credit established by this program.

FISCAL IMPACT:

The Program will cost the City \$10,000 for each new transient occupancy generating business. Each new hotel or motel encouraged under the program has the potential to generate between \$35,000 and \$65,000 per year in revenue, depending on the number of rooms.

ALTERNATIVES:

1. Reject the proposed Program.
2. Provide direction to staff.

ATTACHMENTS:

Resolution Establishing the Program.

Submitted by:

David Hogan
Assistant Planning Director

RESOLUTION 09 - 38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING THE TRANSIENT OCCUPANCY TAX ENCOURAGEMENT PROGRAM

WHEREAS, the establishment of possible methods to increase the transient occupancy tax potential within the City has been of interest to the City Council since incorporation; and

WHEREAS, on June 10, 2009, the City Council consider the concept of a program to encourage the development businesses which generate transient occupancy taxes and at the conclusion of the discussion directed staff to develop the program; and

WHEREAS, the City Council, at a regularly scheduled meeting, considered a program to encourage new transient occupancy tax-generating businesses on June 24, 2009.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Establishment of the Transient Occupancy Tax Encouragement Program. The City Council hereby establishes the Transient Occupancy Tax Encouragement Program subject to the provisions and limitations described in this resolution.

Section 2. Purpose of the Program. The purpose of the program is to encourage the construction of new transient occupancy tax generating businesses within the City of Wildomar by providing an application processing fee credit to construct new hotels, motels, and similar uses.

Section 3. Encouragement Program. For each qualifying new transient occupancy generating business, the City of Wildomar shall provide a one-time credit in the amount of ten thousand dollars (\$10,000) toward application and permit processing fees that would normally be paid to the City. Each credit shall be authorized by the City Manager upon submittal of an application for building permit, accompanied by building construction plans, to construct the new transient occupancy tax generating business.

Section 4. Limitations. Except as provided herein, the credit established under Transient Occupancy Tax Encouragement Program shall not apply to new transient occupancy tax generating businesses with less than twenty (20) rooms. The City Manager is hereby authorized to approve a reduced credit for transient occupancy tax generating businesses with less than twenty (20) rooms based upon an assessment of the projected transient occupancy taxes which would be generated by the reduced project.

Section 5. Program Termination. This program shall terminate twenty four (24) months from the date of the Council's approval of this resolution unless the Council takes specific action to continue the program to a new date. Program credits for qualifying transient occupancy tax generating businesses which have been approved by

the City Manager prior to the termination of the program, do not expire on the termination date of the program but shall continue in effect.

PASSED, APPROVED AND ADOPTED this 24th day of June, 2009.

Scott Farnam
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1 M.
CONSENT CALENDAR ITEM
Meeting Date: June 24, 2009

TO: Honorable Mayor and Council Members

FROM: Michael Kashiwagi, Development Services

SUBJECT: Agreement for Services Between the County of Riverside, Department of Environmental Health and the City of Wildomar

STAFF REPORT

RECOMMENDATION:

Adopt Resolution No. 09-39 authorizing the City Manager to execute an agreement between the City of Wildomar and the County of Riverside for vector control services, technical assistance plan review, inspection and other services provided through the Community Health Agency, Department of Environmental Health.

BACKGROUND:

Prior to incorporation, the County of Riverside performed all vector control services that included plague surveillance, mosquito surveillance, fly and mosquito control, and rodent control. In addition, the Department of Environmental Health investigated and responded to sewage, trash, and garbage complaints and provided environmental planning review and assistance on public health related matters throughout the Wildomar Community.

City Staff has determined that due to the specialized nature of these services the continuation of these services through the County of Riverside would be cost effective and in the best interests of the Wildomar Community. All services provided by this agreement will be performed on a request basis, Riverside County will only perform services requested by the City. All work will be performed under the direction of City, staff and costs will be based upon the hourly rates adopted annually by the County of Riverside.

FISCAL IMPACTS:

There is no fiscal impact since costs associated with this agreement will be paid with General Fund and/or non-General Fund sources within the City's adopted operating budget.

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution No. 09-39
2. Agreement

Submitted by:

Approved by:

Michael Kashiwagi
Development Services

John Danielson
Interim City Manager

RESOLUTION NO. 09 - 39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF WILDOMAR AND THE COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES, TECHNICAL ASSISTANCE PLAN REVIEW, INSPECTION AND OTHER SERVICES PROVIDED THROUGH THE COMMUNITY HEALTH AGENCY, DEPARTMENT OF ENVIRONMENTAL HEALTH

WHEREAS, prior to incorporation, the County of Riverside performed all vector control services, investigated and responded to sewage, trash, and garbage complaints and provided environmental planning review and assistance on public health related matters throughout the Wildomar community; and

WHEREAS, the City of Wildomar and County of Riverside have determined that it's in the best interest of the citizens of Wildomar for the County to continue to provide these services as determined by the City of Wildomar; and

WHEREAS, the County of Riverside Department of Environmental Health has the expertise, resources, and experience to provide services requested by the City of Wildomar.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Authorizes the City Manager to execute an agreement between the City of Wildomar and the County of Riverside for vector control services, technical assistance plan review, inspection and other services provided through the Community Health Agency, Department of Environmental Health.

PASSED, APPROVED, AND ADOPTED this 24th day of June, 2009.

Scott Farnam
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

AGREEMENT BETWEEN THE CITY OF WILDOMAR AND THE COUNTY OF RIVERSIDE
FOR VECTOR CONTROL SERVICES, TECHNICAL ASSISTANCE PLAN REVIEW,
INSPECTION AND OTHER SERVICES PROVIDED THROUGH THE
COMMUNITY HEALTH AGENCY
DEPARTMENT OF ENVIRONMENTAL HEALTH

This Agreement is entered into between the City of Wildomar (hereinafter referred to as "City"), and the County of Riverside, through its Community Health Agency, Department of Environmental Health (hereinafter referred to as "County")(collectively, the "Parties").

WHEREAS, City desires the County to provide Vector Control Services that include plague surveillance, mosquito surveillance, fly and mosquito control, rodent and cockroach control, advice and assistance, community awareness and abatement projects, complaint response, public presentations, consultations, and public education with flyers and booklets;

WHEREAS City has adopted Riverside County Code section 8.36 *et. seq.*, and desires the County to enforce said ordinances;

WHEREAS, City desires the County to provide Technical Assistance, Plan Review and Inspection Services for onsite waste water treatment system design, installations and operations; and

WHEREAS, County has personnel with sufficient training and expertise to provide such services;

NOW THEREFORE, the Parties agree as follows:

1. SERVICES TO BE RENDERED. County shall furnish personnel, materials and supplies to perform the following services:

A. Mosquito Control Services:

- 1) Respond to citizen complaints and requests for assistance concerning mosquitoes and, when appropriate, take action(s) to abate or control the vector(s).
- 2) Conduct mosquito surveillance and control activities, including, but not limited to, fact-finding, inventory of breeding sources, education and consultation, issuing citations, following-up with the offending party when necessary, appearing in court as witness, and taking direct control action to include biological and chemical control when necessary.

B. Domestic Rodent Control Services:

- 1) Investigate all reported infestations of domestic rodents. Offer advice on correct methods as may be necessary to ensure control, including pest abatement for Rattus and Rattus norvegicus only; provide advice on the elimination of harborages and attractants; and provide education/consultation.

- 2) Maintain a program of public education, consultation, and assistance in preventing, detecting and eliminating domestic rodent and ectoparasite infestation.

C. Fly Control Services:

- 1) Investigate citizen complaints concerning flies and animal waste, take action to eliminate fly breeding sources where practical, i.e., issuing citations, following-up with the offending party when necessary, and appearing in court as witness.
 - a) Cooperate with agriculturalists, farm groups, civic groups, schools, industries and other interested parties in solving area fly problems;
 - b) Provide notice to residents and area chemical control only when approved in advance by the City;
 - c) All complaints or reports under a, b and c shall receive a response as soon as practical, typically based on the type of matter.

D. Other Vector Control Services: Respond to requests for assistance and to citizen complaints with information and advice, and where necessary and practical to eliminate source problems. County will not provide chemical or biological treatment of house vectors. Other vectors include, but are not limited to cockroaches, food-infesting pests and insects, ticks, mites, lice, fleas, and bed bugs; venomous insects such as bees, wasps, yellow jackets, hornets and ants; other venomous arthropods such as scorpions and spiders, and vertebrate pests and vectors such as native rodents, rattle snakes, pest birds, bats and skunks, among others.

E. Sewage, Trash and Garbage Complaints: At the request of the City, County shall furnish personnel, materials and supplies to perform the following services: (The County shall not respond to the following citizen complaints within the City without prior approval from the City Manager or his designee.)

Overflowing Sewage: Investigate all complaints of overflowing sewage and abate the situation if justified; including legal action if required, i.e., issuing citations, follow-up contact with the offending party when necessary, and appearing in court as witness

Trash and Garbage: Investigate all complaints of illegal storage of household trash and garbage, i.e., solid waste, and abate the situation if justified, including legal action if required, i.e., issuing citations, follow-up contact with the offending party when necessary, and appearing in court as witness. This does not include hazardous waste, concrete, wood, construction or demolition materials or debris, abandoned vehicles, tires, scrap metal, motor vehicle parts, or any other items not defined as household trash and garbage.

F. Review and Technical Services:

- 1) Environmental Planning Review and Technical Assistance: Provide Environmental Plan Review and Technical Assistance to the City, at their request, at the current hourly rate as defined in County Ordinance No. 640, to be paid by the proponent, developer, or homeowner; including subdivisions, plot plans, conditional and public use permits, second unit permits, and/or assistance in meetings involving public or private projects. All such review shall be provided within thirty (30) calendar days of request for assistance and payment of fees.
- 2) Plan Review Services: Provide review of onsite wastewater treatment systems (OWTS) for commercial and residential applications. This review will include inspections of the property and technical review of the soil percolation study to ensure compliance with the Regional Water Quality Control Board and the County design standards. County will perform construction inspections, at the applicants' cost, to verify the proper installation of the OWTS. Requests for an onsite wastewater treatment system shall be accompanied by a City application or building permit and shall be presented, in person, by the proponent to a County Environmental Health office for their review. The proponent shall be responsible for the payment of any applicable, current County fee for the type of review requested at the time of submission of the request, as outlined in County Ordinance No. 650. All such review shall be provided within thirty (30) calendar days of submittal of a completed application.
- 3) Annual Operational Inspections: Due to the complex nature of some OWTS, annual inspections may be required to ensure proper operation as specified in County Ordinance No. 650. The inspection fee shall be recovered from the applicant.

2. CHARGES AND PAYMENTS.

- A. For and in consideration of the rendition by County of those services specified in Section 1, A through E, City agrees to pay County at the rate in County Ordinance No. 640 for the cost of specific services rendered to City residents. County accepts the rate established in County Ordinance No. 640 as the total hourly cost to County to provide said services; City agrees to pay County such rate for all time spent rendering such services as described herein, including any travel time, and time spent attending City meetings. In addition, City shall reimburse County for actual costs of pesticides and supplies used. This shall not include any additional costs of pesticides or other services, such as aerial application of pesticides, or aerial photography, which shall be approved in advance by the City.

- B. County shall submit itemized billings for the items as outlined in Attachment "A" of Agreement to City on a quarterly basis, for all services rendered. City agrees to pay all such non-disputed charges within sixty (60) days of receipt of itemized statements therefore.
- C. All administrative citation amounts charged by the County shall be used to offset against amounts charged to the City minus the cost of processing the citation, which would be retained by the County.

3. PERSONNEL.

- A. The services provided by the County shall be performed by County personnel under the control and direction of County. To the extent that City officers or employees may also participate in any of the activities herein provided for, or that peace officers of City (whether working by contract or as City employee) may be called upon to render services, aid or assistance within the boundaries of City, or otherwise to perform law enforcement functions, any expenses thereof shall be borne by City.

4. HOLD HARMLESS.

- A. County agrees to defend, indemnify, and hold harmless City, its officers, agents and employees from and against any and all liability, damages, costs, losses, claims and expenses, resulting from County's intentional or negligent acts or omissions arising out of activities undertaken pursuant to this Agreement.
- B. City agrees to defend, indemnify, and hold harmless County, its officers, agents, and employees from and against any and all liability, damages, costs, losses, claims and expenses, resulting from City's intentional or negligent acts or omissions arising out of its performance or failure to perform activities undertaken pursuant to this Agreement.

5. MISCELLANEOUS. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof, and as a complete and exclusive statement of the provisions hereof. This Agreement supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only by an instrument in writing signed by both Parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

6. RECORDS. County agrees to maintain records and documentation of the services rendered and supplies used pursuant to this Agreement for a period of five (5) years. Such records or copies thereof shall be accessible to City for review upon reasonable notification by City without copying charges.

7. TERM AND RENEWAL. This Agreement shall be for the initial term of one year from October 1, 2008 to June 31, 2009. Thereafter, the Agreement shall continue from year to year until terminated upon thirty (30) days written notice given by either party to the other.

8. NOTICES. All notices and communications under this Agreement shall be made to the following and shall be deemed given when personally delivered, fax with fax return, or 3 business days after being deposited in the U.S. Mail, postage pre-paid, return receipt requested.

COUNTY

CITY

Director
Riverside County, Community Health Agency
Department of Environmental Health
P.O. Box 7600
4065 County Circle Drive
Riverside, CA 92513-7600

City Manager
City of Wildomar
873 Clinton Keith Road, Ste 201
Wildomar, CA 92595

IN WITNESS WHEREOF, the City of Wildomar by action of its City Council, has caused this Agreement to be signed by its Mayor and attested and sealed by its Clerk, and the County of Riverside by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and sealed and attested by the Clerk of said Board.

Dated: _____

COUNTY OF RIVERSIDE

CITY OF WILDOMAR

By: _____
Chairman, Board of Supervisors

By: _____
Scott Farnam
Mayor

ATTEST:
Nancy Romero
Clerk of the Board

ATTEST:

By: _____

By: _____
Debbie A. Lee, CMC
City Clerk

ATTACHMENT "A"

**CITY OF WILDOMAR QUARTERLY BILLING STATEMENT
COUNTY OF RIVERSIDE, COMMUNITY HEALTH AGENCY
DEPARTMENT OF ENVIRONMENTAL HEALTH**

FROM _____, 20__ to _____, 20__

As per the Agreement signed between the County of Riverside, Community Health Agency, Department of Environmental Health and the City of Wildomar, this is the Quarterly Billing Statement for activities performed by Environmental Health.

Attached is documentation of activities performed, personnel hours expended, and any pesticides or supplies used.

The total amount billed for this quarterly period is: \$_____.

Page _____ of _____

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1 N.
CONSENT CALENDAR ITEM
Meeting Date: June 24, 2009

TO: Honorable Mayor and Council Members

FROM: Michael Kashiwagi, Development Services

SUBJECT: Agreement for Professional Services between the County of Riverside, Transportation and Land Management Agency (TLMA) and the City of Wildomar

STAFF REPORT

RECOMMENDATION:

Adopt Resolution No. 09-40 authorizing the City Manager to execute a Final Professional Services Agreement between the County of Riverside, Transportation and Land Management Agency and the City of Wildomar as determined by the City Attorney.

BACKGROUND:

Prior to incorporation, the County of Riverside performed all services related to code enforcement, environmental programs, planning, private development plan review and entitlements, building and safety code compliance plan review and inspections, geographic information systems, capital projects delivery, and public works maintenance and operations activities throughout the Wildomar Community.

Since incorporation, City staff has been reviewing all these services to determine which services should be transitioned from the County of Riverside to the City of Wildomar. The assessment undertaken by City staff included learning about each of the services provided, expertise and resources necessary to perform the services, and the quality, responsiveness, and cost of services. Over the past 9 months, the City of Wildomar has assumed responsibility for many of the services performed by TLMA including planning, development plan review and entitlement, building and safety plan review and inspections, GIS, and traffic engineering services. Additional TLMA services which the City of Wildomar will begin providing effective July 1st include neighborhood code enforcement and the issuance of all encroachment and street use permits.

The purpose of the Professional Services Agreement is to provide for the continuation of TLMA services which staff believes would be beneficial and cost effective for the City of Wildomar. These services include:

- Geology
- Archeology
- Special Enforcement Team (SET) Code Enforcement
- Landscape Maintenance District Administration
- Project Management of major Capital Improvement Projects
- Public Works Inspections

In addition, the Professional Services Agreement includes additional services requested by the City of Wildomar to increase our capacity to provide necessary service to the Community. All services provided by this agreement will be performed on a request basis, Riverside County will only perform services as requested by the City. All work will be performed under the direction of City, staff and costs will be based upon the hourly rates stated in the Agreement.

FISCAL IMPACTS:

There is no fiscal impact since costs associated with this agreement will be paid with General Fund and/or non-General Fund sources within the City's adopted operating budget.

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution No. 09-40
2. Agreement

Submitted by:

Approved by:

Michael Kashiwagi
Development Services

John Danielson
Interim City Manager

RESOLUTION NO. 09 - 40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FINAL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE, TRANSPORTATION AND LAND MANAGEMENT AGENCY AND THE CITY OF WILDOMAR AS DETERMINED BY THE CITY ATTORNEY

WHEREAS, prior to incorporation, the County of Riverside performed all services related to code enforcement, environmental programs, planning and entitlement, development plan review and building and safety code compliance, capital projects delivery, and public works maintenance and operations services in the Wildomar community; and

WHEREAS, the City of Wildomar and County of Riverside have determined that it is in the best interest of the citizens of Wildomar for the County to continue to provide selected services as determined by the City of Wildomar; and

WHEREAS, the County of Riverside Transportation and Land Management Agency has the expertise, resources, and experience to provide services requested by the City of Wildomar.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA AS FOLLOWS:

Authorizes the City Manager to execute a Professional Services Agreement between the County of Riverside Transportation and Land Management Agency and the City of Wildomar.

PASSED, APPROVED, AND ADOPTED this 24th day of June, 2009.

Scott Farnam
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1 O.
CONSENT CALENDAR ITEM
Meeting Date: June 24, 2009

TO: Mayor and Members of the City Council

FROM: Gary Nordquist, Director of Finance

SUBJECT: Consideration and Possible Approval of an MOU with Riverside County Relating to Continuation of Governmental Services Temporary Agreements

STAFF REPORT

RECOMMENDATION:

Approve the recommended Memorandum of Understanding for Temporary Professional Services as provided by Riverside County.

Authorize the City Manager, subject to review by the City Attorney, to approve the necessary documents from Animal Friends of the Valley to continue Animal Control Sheltering Services after July 1, 2009 for a not to exceed 90 day period during which time a formal agreement could be concluded.

COUNCIL GOALS:

Operate in a Businesslike Manner
Live within our means.

BACKGROUND:

Two organizations, Riverside County and Animal Friends of the Valley have been providing various services to the City during this year of transitioning services from Riverside County responsibility to the City of Wildomar. Discussions regarding continuing some of these services for Wildomar during the 2009/10 fiscal year, which starts July 1, 2009 have been on-going between the organizations but have not concluded and will not be finalized by June 30, 2009 which is the end of the current contract for services.

DISCUSSION:

As a solution to bridge a potential lapse in services to the City of Wildomar during this continued negotiation process, staff recommends participating in temporary agreements with the two organizations. The necessary documents to continue services with Riverside County are attached for review. The necessary documents from Animal Friends of the Valley were still in the formation process at the deadline for inclusion to this report, thus it is recommend that authority be granted to the City Manager, subject to review by the City Attorney, to enter into a temporary agreement.

FISCAL IMPACT: None, as estimate funds for these services are include in the proposed FY 2009/10 budget.

ALTERNATIVES:

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

Submitted by:

Approved by:

Gary Nordquist
Finance Director

John Danielson
City Manager

Reviewed by:

Julie Hayward Biggs
City Attorney

Attachment: MOU Between the County of Riverside and the City of Wildomar concerning the furnishing of Professional Services.
Resolution 2009-233, Riverside Board of Supervisors

2
3 RESOLUTION NO. 2009-233

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
5 COUNTY OF RIVERSIDE EXTENDING THE FURNISHING
6 OF SERVICES TO THE CITIES OF MENIFEE AND WILDOMAR
7

8 WHEREAS, the City of Menifee incorporated on October 1, 2008 and the City of Wildomar
9 incorporated on July 1, 2008.

10 WHEREAS, pursuant to subdivision (b) of Government Code section 57384, the County of
11 Riverside (“County”) has continued to furnish services to the Cities of Menifee and Wildomar (“Cities”),
12 subject to reimbursement by the Cities within five (5) years of the effective date of incorporation.

13 WHEREAS, the requirement to provide such services to the Cities terminates on June 30, 2009
14 (the end of the fiscal year following the date of incorporation).

15 WHEREAS, the City Councils of the Cities of Menifee and Wildomar have requested the County
16 furnish certain services to their respective cities beyond the June 30, 2009 termination date.

17 WHEREAS, The Board of Supervisors is authorized to enter into agreements for the furnishing of
18 services beyond end of the fiscal year following incorporation.

19 WHEREAS, service agreements are being prepared to provide the following County department
20 services to the Cities including, but not limited to: Fire, Sheriff, Animal Control, Economic
21 Development/Graffiti Abatement, Environmental Health/Vector Control, Transportation and Land
22 Management Agency including Administrative Services, Building and Safety, Code Enforcement,
23 Environmental Programs, Planning and Transportation (“Services”).

24 WHEREAS, it is anticipated that these service agreements will not be completed and approved by
25 the Cities and County before the June 30, 2009 termination date.

26 WHEREAS, it is therefore necessary to extend furnishing of Services for an additional thirty (30)
27 days to allow for completion and approval of these service agreements by the Cities and County, and to
28 ensure that there is no disruption in the continuity of Services from the County to the Cities.

1 WHEREAS, the extension of the furnishing of Services to the Cities will be under the terms and
2 conditions set forth in the Memorandum of Understanding, attached hereto and incorporated by reference
3 herein; now therefore,

4 BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Riverside,
5 State of California, in regular session assembled on June 23, 2009 as follows:

6 1. The Board of Supervisors hereby directs that County Services continue to be provided to
7 the Cities for an additional thirty (30) days, to July 30, 2009, under the terms and conditions set forth in
8 the attached Memoranda of Understanding.

9 2. The attached Memoranda of Understanding is approved and the Chairman of the Board is
10 authorized to sign the Memorandum of Understanding on behalf of the County.

11 3. This Resolution shall take effect upon adoption.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF WILDOMAR
CONCERNING THE FURNISHING OF PROFESSIONAL SERVICES

The County of Riverside (“County”) and the City of Wildomar (“City”) enter into the following Memorandum of Understanding (“this Agreement”), effective July 1, 2009, for the County to provide certain professional services to the City.

RECITALS

- A. The City of Wildomar incorporated on July 1, 2008.
- B. Pursuant to subdivision (b) of Government Code section 57384, the County continued to furnish services to the City, subject to reimbursement by the City within five (5) years of the date of incorporation.
- C. The requirement to provide such services to the City terminates on June 30, 2009 (the end of the fiscal year following incorporation).
- D. The City Council of the City of Wildomar has requested the County furnish certain services beyond the June 30, 2009 termination date. These services include, but are not limited to, professional services of the following County departments: Animal Control, Economic Development (graffiti abatement), Environmental Health/Vector Control, Transportation Land Management Agency including Administrative Services, Building and Safety, Code Enforcement, Environmental Programs, Planning and Transportation (“Services”).
- E. The City and County are currently preparing service agreements for the provision of the Services by the County to the City. It is anticipated that these service agreements will not be completed and approved by the City and County before the June 30, 2009 termination date.

F. The City and County therefore desire to extend the furnishing of Services by the County to the City and hereby agree as follows:

AGREEMENT

1. The foregoing recitals are incorporated herein and made a part of this Agreement by reference.

2. The County will, upon City's request, furnish Services to the City for the period of July 1, 2009 to and including August 1, 2009 on the condition that:

(a) City shall pay the invoice for requested Services rendered to the City within thirty (30) days after City's contract administrator receives the invoice for the Services from the County's contract administrator. City may dispute any monthly invoice by submitting a written description of the dispute to County's contract administrator within ten (10) days of the date City's contract administrator receives the invoice from County's contract administrator. City may defer the payment of any portion of the invoice in dispute until such time as the dispute is resolved; however, all portions of the invoice not in dispute must be paid within the thirty (30)-day period set forth herein.

3. The Service Agreements will be made retroactive and effective as of July 1, 2009, when approved, and shall supersede this Agreement.

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4. This Agreement shall only apply to those Services for which a Service Agreement has not been approved by the City and County on or before July 1, 2009.

COUNTY Approvals:

JEFF STONE, Chairman
Board of Supervisors, County of Riverside

Dated: _____

APPROVED AS TO FORM:

PAMELA J. WALLS, County Counsel
County of Riverside

Dated: _____

ATTEST:

CLERK OF THE BOARD

By: _____

Deputy

(SEAL)

CITY Approvals:

SCOTT FARNAM, Mayor
City of Wildomar

Dated: _____

APPROVED AS TO FORM:

JULIE BIGGS, City Attorney
City of Wildomar

Dated: _____

ATTEST:

CITY CLERK

By: _____

DEBBIE A. LEE

(SEAL)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 2 A.
PUBLIC HEARING ITEM
Meeting Date: June 24, 2009

TO: City Council
FROM: Gary Nordquist, Finance Director
SUBJECT: Resolution Adopting the FY 09/10 City Budget

STAFF REPORT

RECOMMENDATION:

1. Approve Resolution No. 09-41, adopting the City of Wildomar FY 09-10 Operating Budget.

BACKGROUND:

The City of Wildomar must adopt a budget that appropriates revenues and expenditures allowing the City to receive funds and make expenditures to conduct the business of the City as of July 1st. The proposed budget includes both the General Fund and Non General Funds as identified in the document.

DISCUSSION: The Budget documents have been prepared with consideration the economy, the city's revenue base and the services levels of the city. With consideration to the current downward condition of the economy, the proposed city budget is based on conservative estimates for economic recovery in the 2013-14 time frames. This approach has given to funding the core service levels of the city services while maximizing partnerships for future opportunities. The result of this mix is a balanced general fund budget with a 10% reserve.

FISCAL IMPACTS:

Total appropriations for FY 09-10 are \$10,454,700. Adoption of this budget gives staff spending authority to continue to conduct the business of the City of Wildomar effective July 1, 2009.

ALTERNATIVES:

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

Meeting Date: July 1, 2008

Submitted by:

Approved by:

Gary Nordquist
Finance Director

John Danielson
Interim City Manager

Reviewed by:

Julie Hayward Biggs
Interim City Attorney

Attachments: Resolution 09-41
Proposed Budget

RESOLUTION NO. 09-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE PROPOSED CITY OF WILDOMAR FISCAL YEAR 2009-10 OPERATING BUDGETS AND THE CAPITAL IMPROVEMENT BUDGET, AS SPECIFIED IN THE STAFF REPORT AND BUDGET DOCUMENTS

WHEREAS, the City Council has reviewed the proposed Fiscal Year 2009-10 Budget, and held a Public Hearing regarding the adoption of the budget on June 24, 2009, and listed below:

City of Wildomar
Total City Budgets Summary
FY 2009-2010

| | <u>Expenses</u> | <u>Revenues</u> | <u>Reserves</u> | |
|-------------------------------|---------------------|---------------------|--------------------|------|
| General Fund | \$9,229,900 | \$9,355,800 | \$925,900 | 10% |
| Non-General Funds | | | | |
| Gas Tax | \$450,000 | \$683,000 | \$777,000 | 173% |
| Measure A | 413,000 | 500,000 | 620,000 | 150% |
| AQMD | 22,000 | 11,100 | 150 | 1% |
| Traffic Congest. Relief | 339,800 | 233,000 | 34,200 | 10% |
| | - | - | | |
| Total Non-General Funds | \$1,224,800 | \$1,427,100 | \$1,431,350 | 117% |
| <i>Total City of Wildomar</i> | <u>\$10,454,700</u> | <u>\$10,782,900</u> | <u>\$2,357,250</u> | 23% |

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City of Wildomar Fiscal Year 2009-10 Operating Budget and Capital Improvement Fund Budget, as specified in the Staff Report and Budget Document are hereby adopted.

PASSED, APPROVED, AND ADOPTED this 24th day of June 2009, by the following vote:

Scott Farnam
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 3 A.
GENERAL BUSINESS ITEM
Meeting Date: June 24, 2009

TO: Mayor and Members of the City Council

SUBJECT: Transitioning Parks to the City of Wildomar

STAFF REPORT

RECOMMENDATION:

The Parks and Recreation Committee recommends that the city Council provide direction for transitioning the funds and associated parkland from the County to the City.

FISCAL IMPACTS:

Anticipated revenue neutral transaction.

NDC

National Demographics Corporation

NDC Report on Public Input for Wildomar

June 18, 2009

Phone: (909) 624-1442
FAX (818) 254-1221

P.O. Box 5271
Glendale, CA 91221

info@NDCresearch.com
www.NDCresearch.com

Outreach

The City conducted an extensive public outreach program including public notices, news articles, prominent mention on the City website and announcements at City Council meetings.

Public Hearings

Three public hearings offered the public to hear a presentation on the districting process by the City's consultants from National Demographics Corporation (NDC). The presentation described the legal and traditional rules and goals for districting; the opportunities for the public to participate in the process; and the use of Public Participation Kits. Questions were invited and answered and public comments, in particular regarding the communities of interest within Wildomar, were noted.

Public Hearing Details

1. Saturday, May 16th, 2009, 10:30 am. City Hall.

One Council Member, various staff, and about 10 Wildomar residents participated.

2. Tuesday, May 26th, 2009, 7:00 pm. City Hall.

One Wildomar resident participated.

2. Thursday, May 28th, 2009, 7:00 pm. City Hall.

No attendees.

2. Saturday, June 6th, 2009, 2:30 pm. City Hall.

Two Council Members, various staff, three Menifee residents, two Meadow Lake residents, and two Wildomar residents participated.

Comments made during these meetings included the following points:

- "The Farm" is the most widely recognized "community of interest" in Wildomar
- "Sedco" is a community of interest in Wildomar
- The "Windsong" development is a community of interest, potentially including the surrounding new developments south, east and southwest of the official Windsong development.
- Wildomar residents east of the freeway have concerns about the lack of City parks east of the freeway.
- There are few commercial developments in Wildomar. Those that exist are clustered around the freeway off ramps.

- There are notable differences between the areas south of Baxter and Central compared to the areas north of those roads. These differences were part of the reason Murrieta wanted to annex the areas south of Baxter and Central, but not the areas north of those roads.
- There is a strip of relatively new developments along the south edge of Baxter and Central, extending from southwest of Grand to east of I-15, which have many similarities in development timing, size of household, and resident population.
- There is a significant contrast between the large-lot, sparsely populated hill and older sections of Wildomar versus both the newer developments and older more dense neighborhoods such as Sedco.
- Some participants thought the Farm and Windsong should each be undivided. Others thought each community would benefit from having two voices on the Council.
- Some participants endorsed keeping districts, while others expressed a desire to use at large voting.
- Participants asked what would be the rules if incumbent Council Members who are on different election cycles are placed in the same district, and expressed concerns about districts when the answer was provided.

Public Participation Kits

NDC created and distributed “Public Participation Kits” containing background information, instructions, maps and data enabling the public to draw their own districting proposals for Wildomar.

Kits were provided in printed packets at the meetings; in Acrobat PDF format on the website, and in the form of a Microsoft Excel file available for download from the website.

Five plans were submitted by the public, four by Mr. Lobo and one by Mayor Farnam. These maps are included as an attachment to this report.

The public can continue to develop and submit additional plans (or suggested edits to various plans) throughout the districting process.

Districting Criteria

At the recommendation of NDC, the City Council adopted the following criteria:

- Population Balance
- Compliance with the Voting Rights Act
- Communities of interest
- Visible (natural & man-made) boundaries
- Compactness & contiguity
- Continuity in office

In Wildomar the “visible natural and man-made features” consist primarily of Interstate Freeway 15 and the major thoroughfares in the City: Baxter; Clinton Keith; Bundy Canyon; Mission Trail; Central; Grand; and Palomar.

Plan Decisions

Accompanying this report is a packet of districting plans:

- 5 plans submitted by the public
- 3 plans developed by NDC reflecting the public input and the requirements of federal, state and City law

A review of the public input quickly reveals a number of choices for Council consideration:

- Is it better for districts to include communities on both sides of the freeway, or to use the freeway as a boundary line?
- Given the unusual census block shapes and relatively large block populations, some less compact borders are inevitable. Do they work better in the east or west part of the City? In the north or south?
- For those plans that “pair” multiple incumbents in one district, does any gain in compactness or other criteria offset the impact of “pairing” of multiple incumbents in one district?
- Is it better for Windsong to be in one district or two? For the Farm?

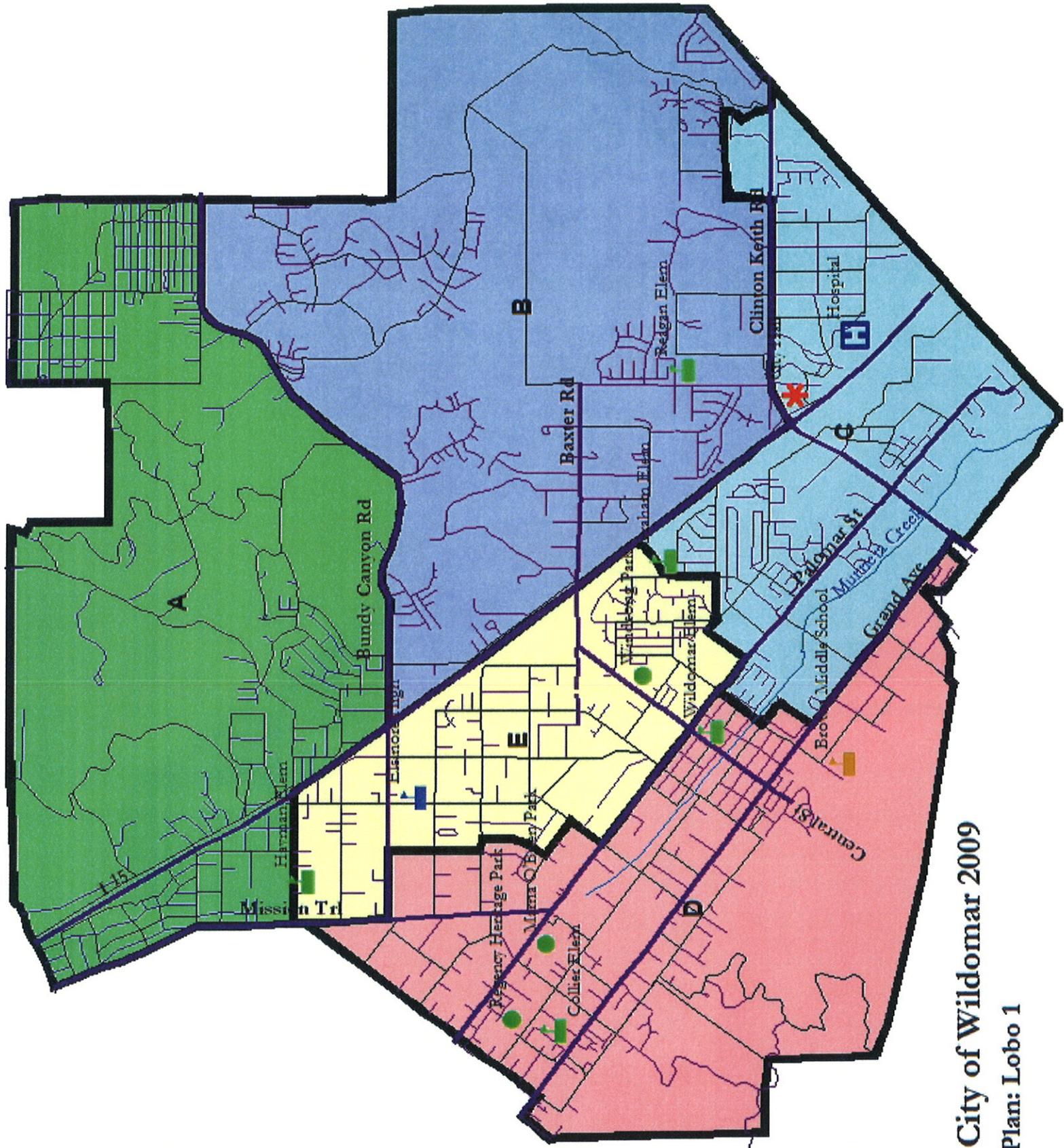
The plans drawn by National Demographics were drawn at the Census Block level, rather than the less-numerous (and thus more-restricting) Participation Kit “Population Unit” level, of geography. NDC also benefited from the opportunity to review and incorporate the many ideas and options suggested by the residents who submitted plans or shared their thoughts at the public hearings.

NDC did not, however, attempt to draw a “best” plan. Instead the NDC plans aim to illustrate the various choices facing the Council as it adopts a plan it feels best matches the criteria and needs of the City. The different maps submitted by members of the public addressed each of the criteria in different ways. Clearly, there are a wide variety of opinions on the best solution for Wildomar.

Attachments

1. Chart of plans submitted
2. Public Participation Kit plans and demographics
3. NDC-developed plans and demographics

| | Lobo 1 | Lobo 2 | Lobo 3 | Lobo 4 | Farnam | NDC A | NDC B | NDC C |
|---------------------------------------|-------------------|--------|--------------------|----------------------|--------------------|----------------|--------------------|-------------------------|
| Population Deviation | 4.3% | 4.5% | 6.6% | 1.9% | 3.8% | 3.5% | 7.9% | 5.4% |
| Most-Hispanic District (Registration) | 22.8% | 23.0% | 21.2% | 22.8% | 23.5% | 22.7% | 21.1% | 23.7% |
| Districts Covering: | | | | | | | | |
| The Farm | 1 | 1 | 2 | 1 | 1 | 1 | 2 | 1 |
| Windsong | 2 | 1 | 2 | 2 | 2 | 1 | 2 | 1 |
| Sedco | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Cross-Freeway Districts | 2 | 2 | 1 | 2 | 3 | 4 | 2 | 3 |
| Districts with more than 1 incumbent | 1 | 2 | 1 | 1 | 0 | 0 | 0 | 0 |
| Paired Incumbents | 2 | 5 | 3 | 2 | 0 | 0 | 0 | 0 |
| Vacant Districts | 1 | 3 | 2 | 1 | 0 | 0 | 0 | 0 |
| South of Grand is with . . . | west | west | west and southwest | west and southwest | southwest | west | west | southwest and southeast |
| Notes | northern district | see #3 | central district | northern district v2 | cross-fwy approach | least divisive | splits communities | clear regions |



City of Wildomar 2009

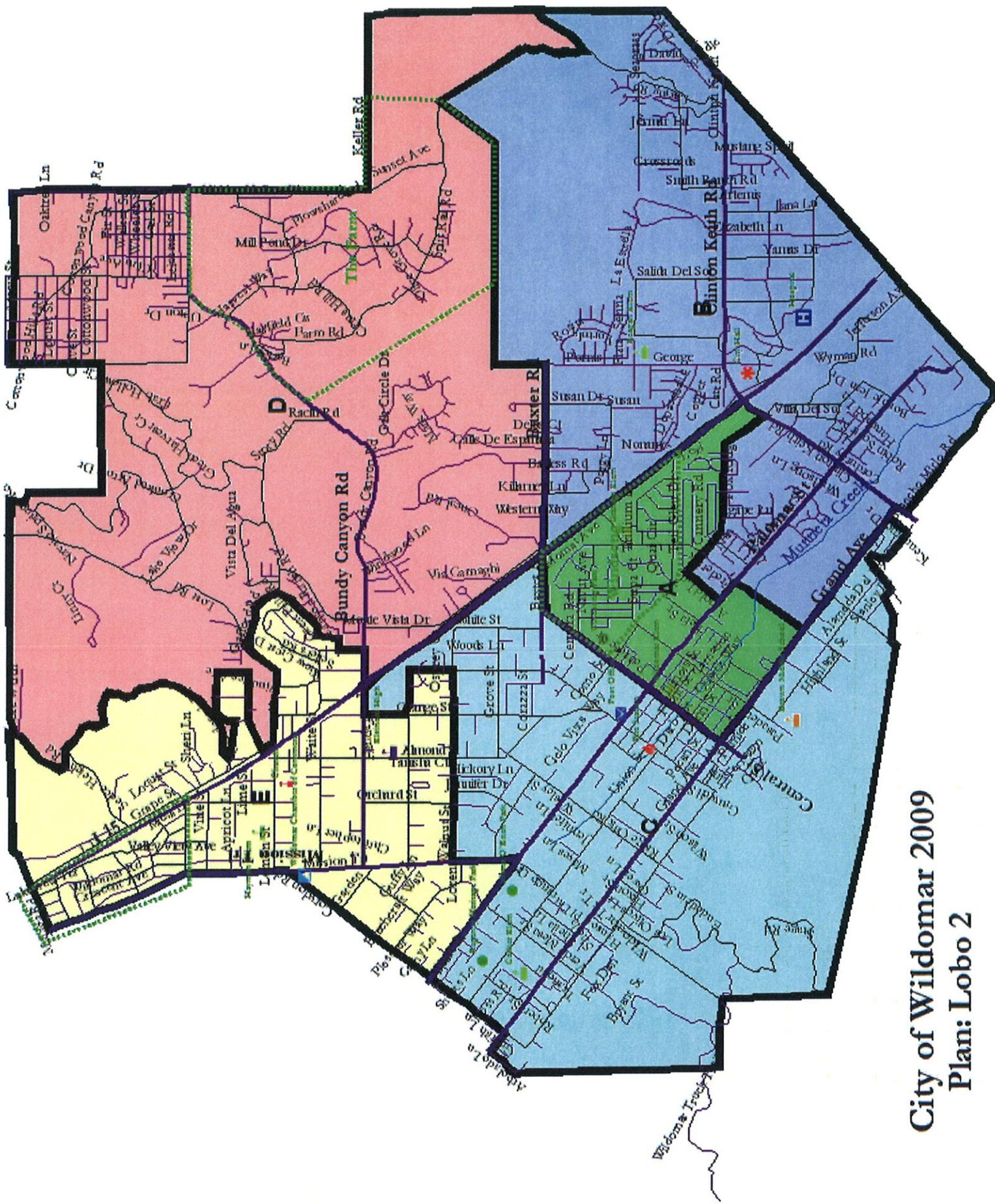
Plan: Lobo 1

City of Wildomar Public Participation Kit Plan
Lobo 1
 NDC Demographic Report

| DISTRICT | A | B | C | D | E | Total |
|------------------|-------|-------|-------|-------|-------|--------|
| Pop 2009 | 6,241 | 6,179 | 6,320 | 6,055 | 6,178 | 30,972 |
| Pop 2000 | 5,588 | 3,304 | 1,984 | 4,783 | 5,265 | 20,924 |
| Hispanic 2000 | 1,641 | 512 | 428 | 1,253 | 1,169 | 5,003 |
| NH Wht 2000 | 3,508 | 2,609 | 1,356 | 3,297 | 3,727 | 14,497 |
| NH Oth. 2000 | 439 | 183 | 200 | 233 | 369 | 1,424 |
| 18+ Pop 2000 | 3,754 | 2,524 | 1,304 | 3,327 | 3,557 | 14,466 |
| H18+ Pop 2000 | 966 | 312 | 244 | 762 | 690 | 2,974 |
| NH18+ Wht 2000 | 2,503 | 2,073 | 923 | 2,410 | 2,616 | 10,525 |
| NH18+ Oth. 2000 | 285 | 139 | 137 | 155 | 251 | 967 |
| Tot. Citizen 18+ | 3,404 | 2,443 | 1,232 | 3,020 | 3,311 | 13,409 |
| Hisp Citizen VAP | 667 | 252 | 194 | 539 | 506 | 2,158 |
| Tot. Reg. 2008 | 2,377 | 2,845 | 2,787 | 2,609 | 2,786 | 13,404 |
| Hisp Reg 2008 | 543 | 366 | 524 | 507 | 498 | 2,438 |
| Tot. Voters 2008 | 1,692 | 2,198 | 2,087 | 1,929 | 2,069 | 9,975 |
| Hisp Voters 2008 | 361 | 266 | 384 | 344 | 346 | 1,701 |

| Pop. Deviation | A | B | C | D | E |
|----------------|------|-------|------|-------|-------|
| Difference | 46 | (15) | 125 | (139) | (17) |
| Pct. Dev. | 0.7% | -0.2% | 2.0% | -2.2% | -0.3% |

| | |
|-----------------------------|-------------|
| Ideal Population: | 6,194 |
| Tot. Plan Deviation: | 4.3% |



City of Wildomar 2009
Plan: Lobo 2

City of Wildomar Public Participation Kit Plan

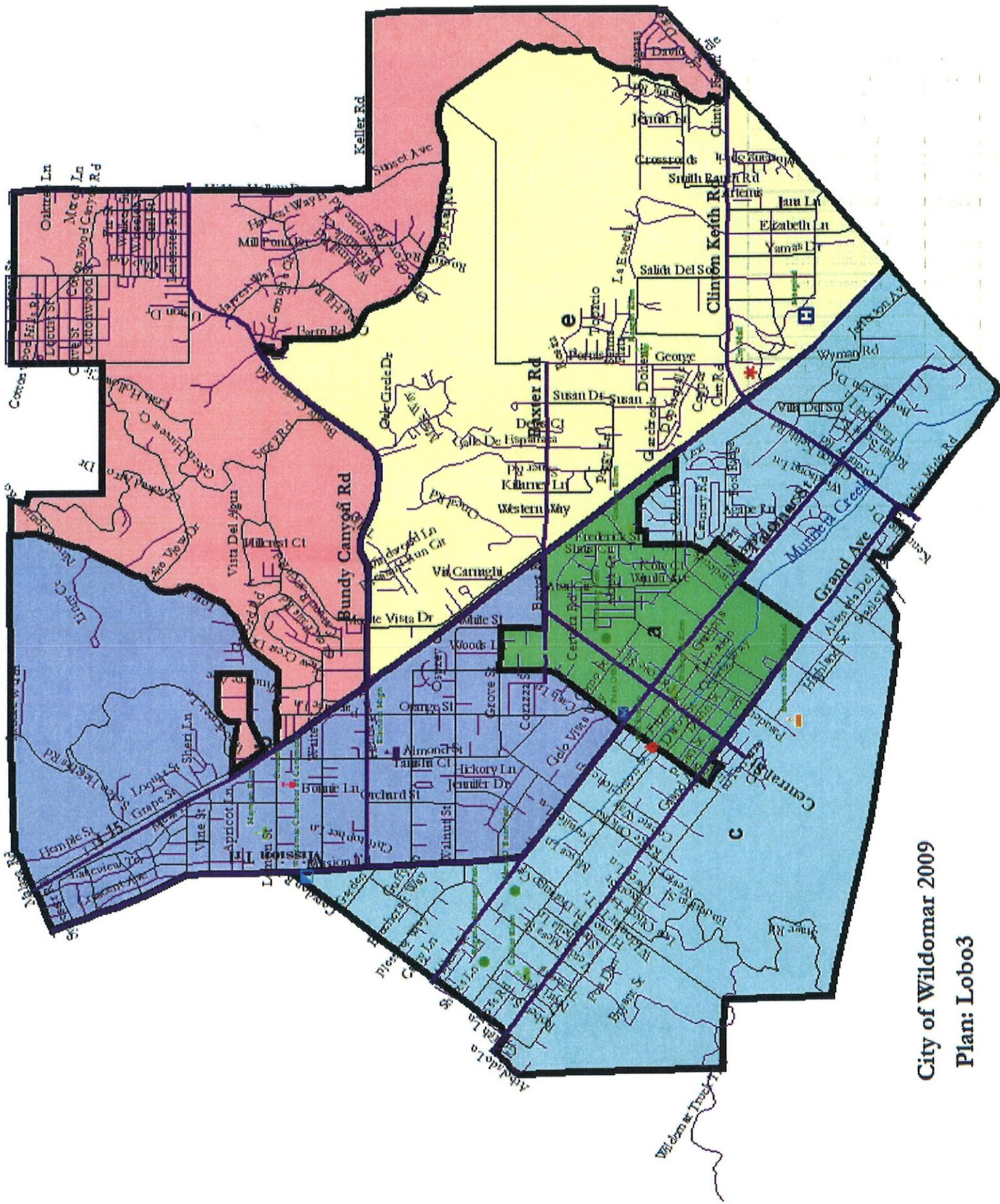
Lobo 2

NDC Demographic Report

| DISTRICT | A | | B | | C | | D | | E | | Total | |
|------------------|----------|-------|----------|--------|----------|-------|----------|-------|----------|-------|--------------|-------|
| Pop 2009 | 6,273 | 57.4% | 6,314 | 477.6% | 6,033 | 20.5% | 6,283 | 21.6% | 6,070 | 7.0% | 30,972 | |
| Pop 2000 | 3,984 | | 1,093 | | 5,007 | | 5,169 | | 5,671 | | 20,924 | |
| Hispanic 2000 | 748 | 18.8% | 242 | 22.1% | 1,246 | 24.9% | 1,023 | 19.8% | 1,744 | 30.8% | 5,003 | 23.9% |
| NH Wht 2000 | 2,849 | 71.5% | 783 | 71.6% | 3,511 | 70.1% | 3,826 | 74.0% | 3,528 | 62.2% | 14,497 | 69.3% |
| NH Oth. 2000 | 387 | 9.7% | 68 | 6.2% | 250 | 5.0% | 320 | 6.2% | 399 | 7.0% | 1,424 | 6.8% |
| 18+ Pop 2000 | 2,577 | | 733 | | 3,509 | | 3,744 | | 3,903 | | 14,466 | |
| H18+ Pop 2000 | 435 | 16.9% | 135 | 18.4% | 777 | 22.1% | 601 | 16.1% | 1,026 | 26.3% | 2,974 | 20.6% |
| NH18+ Wht 2000 | 1,884 | 73.1% | 554 | 75.6% | 2,561 | 73.0% | 2,919 | 78.0% | 2,607 | 66.8% | 10,525 | 72.8% |
| NH18+ Oth. 2000 | 258 | 10.0% | 44 | 6.0% | 171 | 4.9% | 224 | 6.0% | 270 | 6.9% | 967 | 6.7% |
| Tot. Citizen 18+ | 2,465 | | 693 | | 3,185 | | 3,578 | | 3,487 | | 13,409 | |
| Hisp Citizen VAP | 350 | 18.6% | 111 | 20.1% | 546 | 21.3% | 469 | 16.1% | 682 | 26.2% | 2,158 | 16.1% |
| Tot. Reg. 2008 | 2,919 | | 2,268 | | 2,703 | | 3,064 | | 2,450 | | 13,404 | |
| Hisp Reg 2008 | 562 | 19.3% | 370 | 16.3% | 497 | 18.4% | 446 | 14.6% | 563 | 23.0% | 2,438 | 18.2% |
| Tot. Voters 2008 | 2,168 | | 1,735 | | 2,004 | | 2,331 | | 1,737 | | 9,975 | |
| Hisp Voters 2008 | 413 | 19.0% | 279 | 16.1% | 334 | 16.7% | 308 | 13.2% | 367 | 21.1% | 1,701 | 17.1% |

| Deviation by District | | | | | | | | | | | | |
|------------------------------|------|--|------|--|-------|--|------|--|-------|--|--|--|
| Difference | 78 | | 119 | | -162 | | 89 | | -124 | | | |
| Pct. Dev. | 1.3% | | 1.9% | | -2.6% | | 1.4% | | -2.0% | | | |

| | |
|-----------------------------|-------------|
| Ideal Population: | 6,194 |
| Tot. Plan Deviation: | 4.5% |



City of Wildomar 2009

Plan: Lobo3

City of Wildomar Public Participation Kit Plan

Lobo 3

NDC Demographic Report

| DISTRICT | A | | B | | C | | D | | E | | Total | |
|----------------------|----------|-------|----------|-------|----------|-------|----------|-------|----------|--------|--------------|-------|
| Pop 2009 | 6,019 | 47.5% | 6,285 | 14.1% | 6,420 | 37.1% | 6,011 | 18.4% | 6,237 | 296.0% | 30,972 | |
| Pop 2000 | 4,080 | | 5,508 | | 4,682 | | 5,079 | | 1,575 | | 20,924 | |
| Hispanic 2000 | 916 | 22.5% | 1,655 | 30.0% | 1,107 | 23.6% | 1,039 | 20.5% | 286 | 18.2% | 5,003 | 23.9% |
| NH Wht 2000 | 2,836 | 69.5% | 3,488 | 63.3% | 3,261 | 69.6% | 3,716 | 73.2% | 1,196 | 75.9% | 14,497 | 69.3% |
| NH Oth. 2000 | 328 | 8.0% | 365 | 6.6% | 314 | 6.7% | 324 | 6.4% | 93 | 5.9% | 1,424 | 6.8% |
| 18+ Pop 2000 | 2,708 | | 3,879 | | 3,175 | | 3,563 | | 1,141 | | 14,466 | |
| H18+ Pop 2000 | 551 | 20.3% | 990 | 25.5% | 646 | 20.3% | 612 | 17.2% | 175 | 15.3% | 2,974 | 20.6% |
| NH18+ Wht 2000 | 1,936 | 71.5% | 2,624 | 67.6% | 2,327 | 73.3% | 2,746 | 77.1% | 892 | 78.2% | 10,525 | 72.8% |
| NH18+ Oth. 2000 | 221 | 8.2% | 265 | 6.8% | 202 | 6.4% | 205 | 5.8% | 74 | 6.5% | 967 | 6.7% |
| Tot. Citizen 18+ | 2,545 | | 3,438 | | 2,931 | | 3,399 | | 1,096 | | 13,409 | |
| Hispanic Citizen VAP | 421 | 21.7% | 630 | 24.0% | 481 | 20.7% | 483 | 17.6% | 143 | 16.1% | 2,158 | 16.1% |
| Tot. Reg. 2008 | 2,567 | | 2,573 | | 3,041 | | 3,096 | | 2,127 | | 13,404 | |
| Hispanic Reg 2008 | 475 | 18.5% | 546 | 21.2% | 615 | 20.2% | 465 | 15.0% | 337 | 15.8% | 2,438 | 18.2% |
| Tot. Voters 2008 | 1,908 | | 1,829 | | 2,246 | | 2,342 | | 1,650 | | 9,975 | |
| Hispanic Voters 2008 | 342 | 17.9% | 353 | 19.3% | 427 | 19.0% | 327 | 14.0% | 252 | 15.3% | 1,701 | 17.1% |

| Deviation by District | | | | | | | | | | | |
|------------------------------|-------|--|------|--|------|--|-------|--|------|--|--|
| Difference | -176 | | 91 | | 225 | | -183 | | 43 | | |
| Pct. Dev. | -2.8% | | 1.5% | | 3.6% | | -3.0% | | 0.7% | | |

| | |
|-----------------------------|-------------|
| Ideal Population: | 6,194 |
| Tot. Plan Deviation: | 6.6% |

City of Wildomar Public Participation Kit Plan

Lobo 4

NDC Demographic Report

| DISTRICT | A | | B | | C | | D | | E | | Total | |
|------------------|----------|-------|----------|--------|----------|-------|----------|-------|----------|-------|--------------|-------|
| Pop 2009 | 6,125 | 44.0% | 6,150 | 154.4% | 6,179 | 87.0% | 6,241 | 11.7% | 6,277 | 17.1% | 30,972 | |
| Pop 2000 | 4,255 | | 2,418 | | 3,304 | | 5,588 | | 5,359 | | 20,924 | |
| Hispanic 2000 | 1,090 | 25.6% | 409 | 16.9% | 512 | 15.5% | 1,641 | 29.4% | 1,351 | 25.2% | 5,003 | 23.9% |
| NH Wht 2000 | 2,839 | 66.7% | 1,798 | 74.4% | 2,609 | 79.0% | 3,508 | 62.8% | 3,743 | 69.8% | 14,497 | 69.3% |
| NH Oth. 2000 | 326 | 7.7% | 211 | 8.7% | 183 | 5.5% | 439 | 7.9% | 265 | 4.9% | 1,424 | 6.8% |
| 18+ Pop 2000 | 2,900 | | 1,551 | | 2,524 | | 3,754 | | 3,737 | | 14,466 | |
| H18+ Pop 2000 | 672 | 23.2% | 225 | 14.5% | 312 | 12.4% | 966 | 25.7% | 799 | 21.4% | 2,974 | 20.6% |
| NH18+ Wht 2000 | 2,002 | 69.0% | 1,193 | 76.9% | 2,073 | 82.1% | 2,503 | 66.7% | 2,754 | 73.7% | 10,525 | 72.8% |
| NH18+ Oth. 2000 | 226 | 7.8% | 133 | 8.6% | 139 | 5.5% | 285 | 7.6% | 184 | 4.9% | 967 | 6.7% |
| Tot. Citizen 18+ | 2,683 | | 1,488 | | 2,443 | | 3,404 | | 3,392 | | 13,409 | |
| Hisp Citizen VAP | 500 | 25.0% | 185 | 15.5% | 252 | 12.2% | 667 | 26.7% | 554 | 20.1% | 2,158 | 16.1% |
| Tot. Reg. 2008 | 2,571 | | 2,779 | | 2,845 | | 2,377 | | 2,832 | | 13,404 | |
| Hisp Reg 2008 | 476 | 18.5% | 522 | 18.8% | 366 | 12.9% | 543 | 22.8% | 531 | 18.8% | 2,438 | 18.2% |
| Tot. Voters 2008 | 1,906 | | 2,090 | | 2,198 | | 1,692 | | 2,089 | | 9,975 | |
| Hisp Voters 2008 | 335 | 17.6% | 386 | 18.5% | 266 | 12.1% | 361 | 21.3% | 353 | 16.9% | 1,701 | 17.1% |

| Deviation by District | | | | | | | | | | | |
|------------------------------|-------|--|-------|--|-------|--|------|--|------|--|--|
| Difference | -69 | | -44 | | -15 | | 46 | | 82 | | |
| Pct. Dev. | -1.1% | | -0.7% | | -0.2% | | 0.7% | | 1.3% | | |

| | |
|-----------------------------|-------------|
| Ideal Population: | 6,194 |
| Tot. Plan Deviation: | 1.9% |

**City of Wildomar Public Participation Kit Plan
Farnam 2**

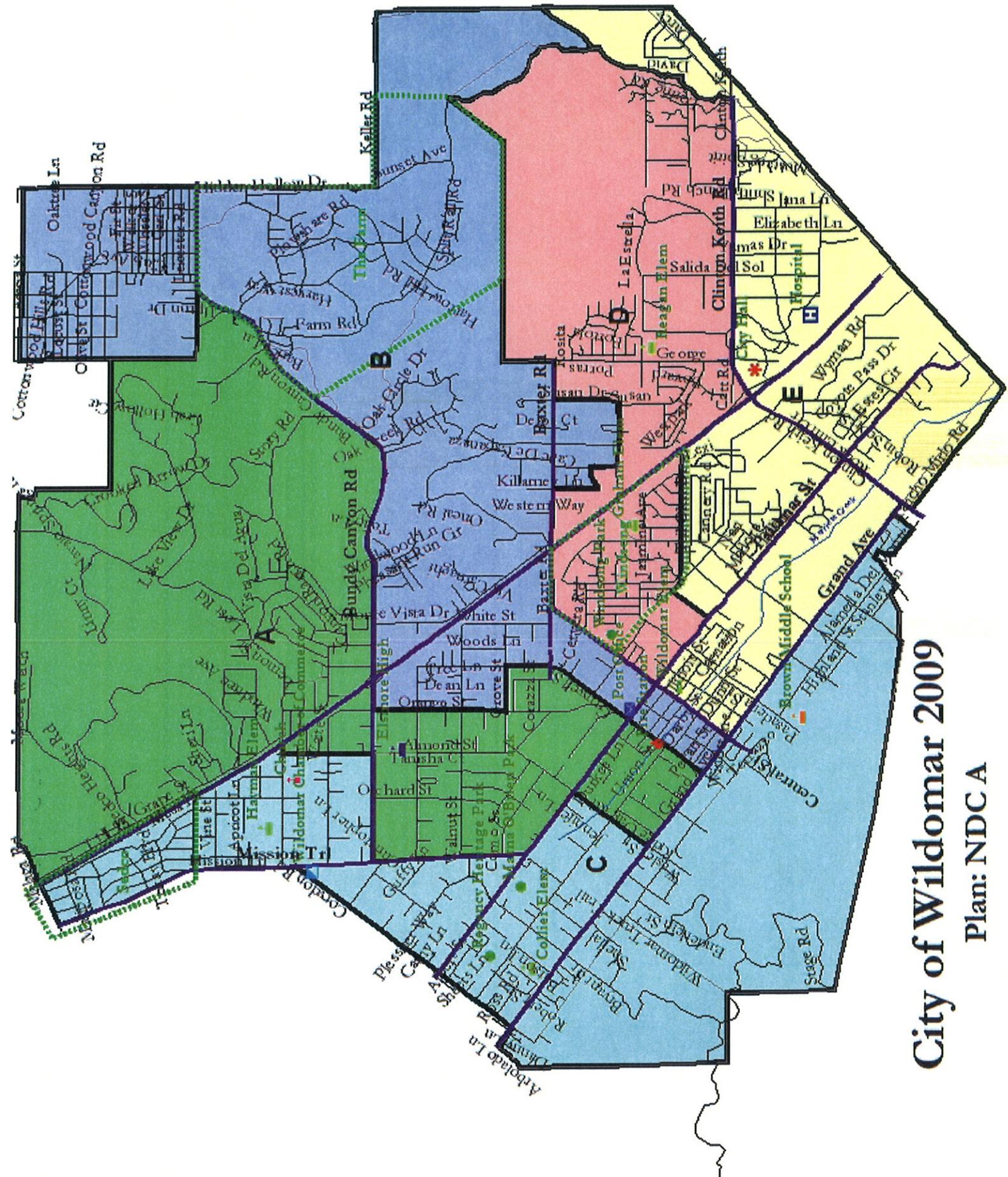
NDC Demographic Report

| DISTRICT | A | B | C | D | E | Total | | | | | | |
|------------------|-------|-------|-------|-------|-------|-------|-------|--------|-------|-------|--------|-------|
| Pop 2009 | 6,357 | 6.0% | 6,155 | 21.7% | 6,251 | 22.7% | 6,123 | 254.3% | 6,087 | 99.8% | 30,972 | |
| Pop 2000 | 5,999 | | 5,057 | | 5,094 | | 1,728 | | 3,046 | | 20,924 | |
| Hispanic 2000 | 1,827 | 30.5% | 1,113 | 22.0% | 1,034 | 20.3% | 263 | 15.2% | 766 | 25.1% | 5,003 | 23.9% |
| NH Wht 2000 | 3,752 | 62.5% | 3,589 | 71.0% | 3,752 | 73.7% | 1,283 | 74.2% | 2,121 | 69.6% | 14,497 | 69.3% |
| NH Oth. 2000 | 420 | 7.0% | 355 | 7.0% | 308 | 6.0% | 182 | 10.5% | 159 | 5.2% | 1,424 | 6.8% |
| 18+ Pop 2000 | 3,996 | | 3,423 | | 3,766 | | 1,133 | | 2,148 | | 14,466 | |
| H18+ Pop 2000 | 1,059 | 26.5% | 674 | 19.7% | 613 | 16.3% | 157 | 13.9% | 471 | 21.9% | 2,974 | 20.6% |
| NH18+ Wht 2000 | 2,667 | 66.7% | 2,504 | 73.2% | 2,930 | 77.8% | 848 | 74.8% | 1,576 | 73.4% | 10,525 | 72.8% |
| NH18+ Oth. 2000 | 270 | 6.8% | 245 | 7.2% | 223 | 5.9% | 128 | 11.3% | 101 | 4.7% | 967 | 6.7% |
| Tot. Citizen 18+ | 3,583 | | 3,185 | | 3,584 | | 1,085 | | 1,971 | | 13,409 | |
| Hisp Citizen VAP | 728 | 27.3% | 504 | 20.1% | 469 | 16.0% | 124 | 14.6% | 334 | 21.2% | 2,158 | 16.1% |
| Tot. Reg. 2008 | 2,583 | | 2,788 | | 3,034 | | 2,641 | | 2,358 | | 13,404 | |
| Hisp Reg 2008 | 608 | 23.5% | 484 | 17.4% | 432 | 14.2% | 492 | 18.6% | 422 | 17.9% | 2,438 | 18.2% |
| Tot. Voters 2008 | 1,838 | | 2,077 | | 2,306 | | 1,986 | | 1,768 | | 9,975 | |
| Hisp Voters 2008 | 399 | 21.7% | 342 | 16.5% | 296 | 12.8% | 364 | 18.3% | 300 | 17.0% | 1,701 | 17.1% |

Deviation by District

| | | | | | | | | | | |
|------------|------|--|-------|--|------|--|-------|--|-------|--|
| Difference | 163 | | -40 | | 56 | | -71 | | -108 | |
| Pct. Dev. | 2.6% | | -0.6% | | 0.9% | | -1.2% | | -1.7% | |

| | |
|-----------------------------|-------------|
| Ideal Population: | 6,194 |
| Tot. Plan Deviation: | 3.8% |



City of Wildomar 2009
Plan: NDC A

City of Wildomar Public Participation Kit Plan

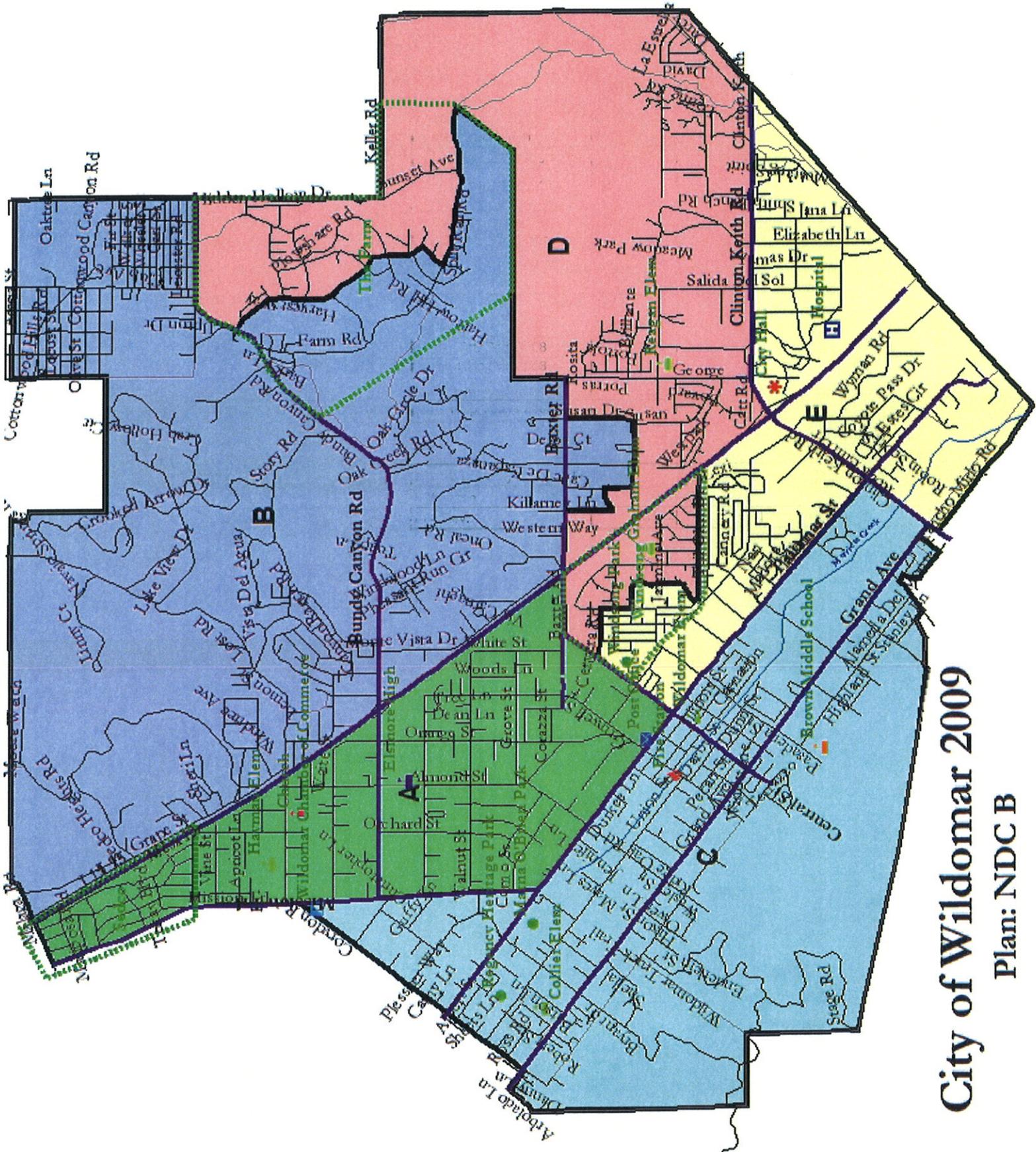
NDC Plan A

NDC Demographic Report

| DISTRICT | A | | B | | C | | D |
|--------------------------------------|--------------|-------|--------------|-------|--------------|-------|--------------|
| Pop 2009 | 6,219 | 11.8% | 6,090 | 17.7% | 6,143 | 18.9% | 6,307 |
| Pop 2000 | 5,564 | | 5,172 | | 5,168 | | 3,093 |
| Hispanic 2000 | 1,220 | 21.9% | 1,206 | 23.3% | 1,598 | 30.9% | 500 |
| NH Wht 2000 | 3,980 | 71.5% | 3,671 | 71.0% | 3,258 | 63.0% | 2,326 |
| NH Oth. 2000 | 364 | 6.5% | 295 | 5.7% | 312 | 6.0% | 267 |
| 18+ Pop 2000 | 3,798 | | 3,809 | | 3,589 | | 1,981 |
| H18+ Pop 2000 | 732 | 19.3% | 737 | 19.3% | 942 | 26.2% | 290 |
| NH18+ Wht 2000 | 2,829 | 74.5% | 2,854 | 74.9% | 2,435 | 67.8% | 1,520 |
| NH18+ Oth. 2000 | 237 | 6.2% | 218 | 5.7% | 212 | 5.9% | 171 |
| Tot. Citizen 18+ Hisp Citizen VAP | 3,524 532 | 18.8% | 3,590 563 | 19.7% | 3,176 609 | 25.0% | 1,921 247 |
| Tot. Reg. 2008 | 2,797 | | 2,975 | | 2,463 | | 2,651 |
| Hisp Reg 2008 | 531 | 19.0% | 418 | 14.1% | 559 | 22.7% | 472 |
| Tot. Voters 2008 | 2,086 | | 2,250 | | 1,750 | | 2,013 |
| Hisp Voters 2008 | 373 | 17.9% | 276 | 12.3% | 361 | 20.6% | 354 |

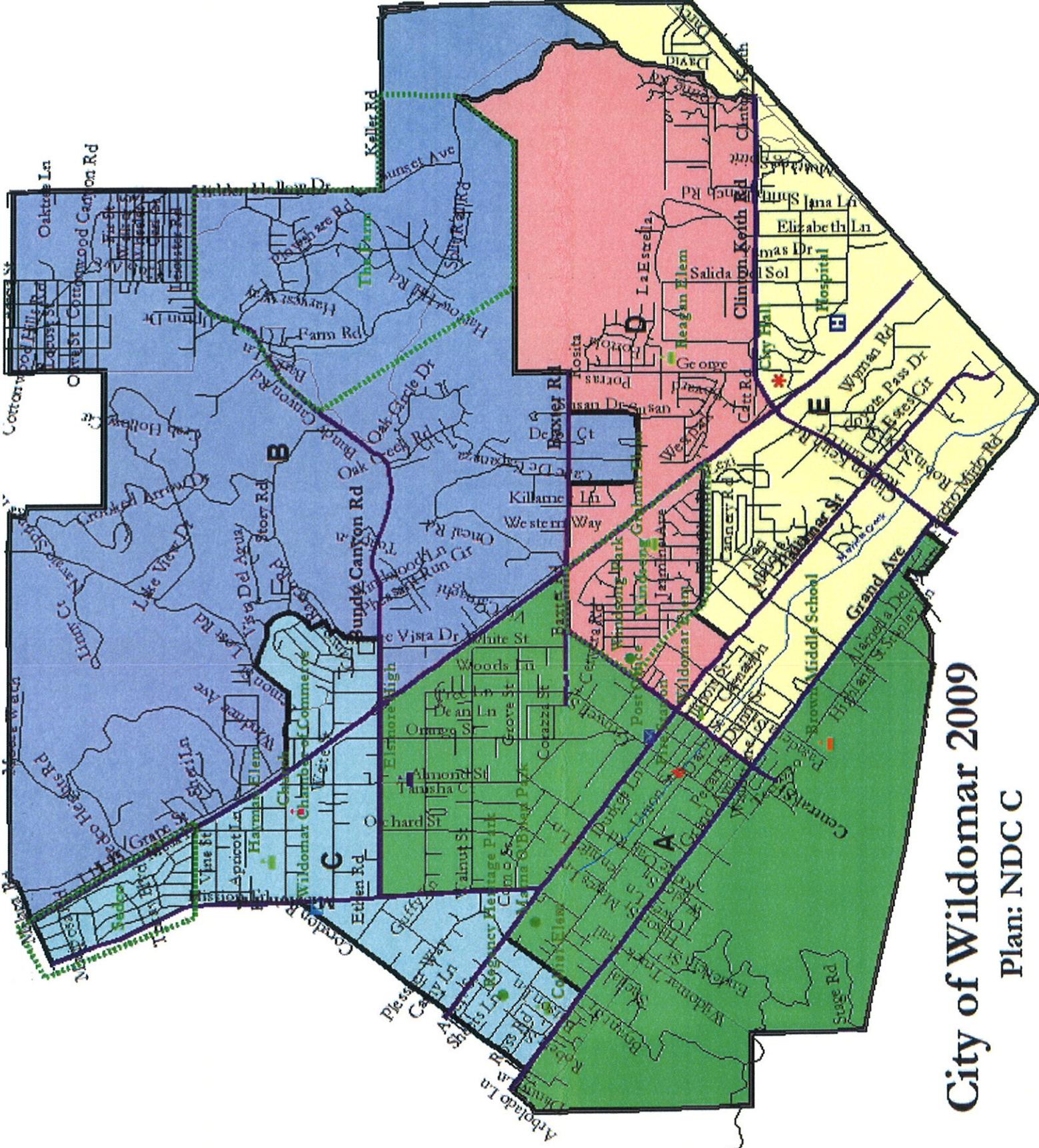
| Deviation by District | | | | | | | |
|------------------------------|------|--|-------|--|-------|--|------|
| Difference | 24 | | (105) | | (51) | | 113 |
| Pct. Dev. | 0.4% | | -1.7% | | -0.8% | | 1.8% |

| | |
|-----------------------------|-------------|
| Ideal Population: | 6,194 |
| Tot. Plan Deviation: | 3.5% |



City of Wildomar 2009

Plan: NDC B



City of Wildomar 2009

Plan: NDC C

**City of Wildomar Public Participation Kit Plan
NDC Plan C**

NDC Demographic Report

| DISTRICT | A | B | C | D | E | Total |
|------------------|-------|-------|-------|-------|-------|--------|
| Pop 2009 | 5,983 | 6,312 | 6,148 | 6,316 | 6,213 | 30,972 |
| Pop 2000 | 4,947 | 5,155 | 5,793 | 3,102 | 1,927 | 20,924 |
| Hispanic 2000 | 1,201 | 1,023 | 1,800 | 500 | 479 | 5,003 |
| NH Wht 2000 | 3,499 | 3,815 | 3,586 | 2,335 | 1,262 | 14,497 |
| NH Oth. 2000 | 247 | 317 | 407 | 267 | 186 | 1,424 |
| 18+ Pop 2000 | 3,527 | 3,765 | 3,897 | 1,988 | 1,289 | 14,466 |
| H18+ Pop 2000 | 760 | 604 | 1,047 | 290 | 273 | 2,974 |
| NH18+ Wht 2000 | 2,591 | 2,934 | 2,586 | 1,527 | 887 | 10,525 |
| NH18+ Oth. 2000 | 176 | 227 | 264 | 171 | 129 | 967 |
| Tot. Citizen 18+ | 3,207 | 3,585 | 3,491 | 1,928 | 1,199 | 13,409 |
| Hisp Citizen VAP | 522 | 462 | 720 | 247 | 207 | 2,158 |
| Tot. Reg. 2008 | 2,684 | 3,066 | 2,484 | 2,652 | 2,518 | 13,404 |
| Hisp Reg 2008 | 478 | 441 | 589 | 472 | 458 | 2,438 |
| Tot. Voters 2008 | 1,992 | 2,332 | 1,761 | 2,014 | 1,876 | 9,975 |
| Hisp Voters 2008 | 322 | 304 | 384 | 354 | 337 | 1,701 |

Deviation by District

| | | | | | |
|------------|-------|------|-------|------|------|
| Difference | (212) | 117 | (46) | 122 | 19 |
| Pct. Dev. | -3.4% | 1.9% | -0.7% | 2.0% | 0.3% |

| | |
|-----------------------------|-------------|
| Ideal Population: | 6,194 |
| Tot. Plan Deviation: | 5.4% |