CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

AUGUST 10, 2016

Council Chambers
23873 Clinton Keith Road, Suite 106, Wildomar CA

Bridgette Moore, Mayor/Chair, District 4
Timothy Walker, Mayor Pro Tem/Vice Chair, District 3
Ben Benoit, Council Member/Trustee, District 1
Bob Cashman, Council Member/Trustee, District 2
Marsha Swanson, Council Member/Trustee, District 5

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA AUGUST 10, 2016

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

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

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

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

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation: CREED-21 v. City of Wildomar and Walmart Real Estate Business Trust; California Court of Appeal Case No. E066367.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

5 Year Employee Pin – Tina Roney

Volunteer Acknowledgement – Ellie Garrison

Certificate of Achievement – Garlich Family Child Care

Proclamation – National Preparedness Month

School Bond Election Presentation – Dr. Doug Kimberly

Fire Department Update

PUBLIC COMMENTS

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

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

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

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Minutes – March 9, 2016 Regular Meeting

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

1.3 Minutes – April 13, 2016 Regular Meeting

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

1.4 Warrant & Payroll Registers

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

1. Warrant Register dated 07-07-2016 in the amount of $105,538.28;
2. Warrant Register dated 07-07-2016 in the amount of $146,198.92;
3. Warrant Register dated 07-14-2016 in the amount of $164,951.57;
4. Warrant Register dated 07-14-2016 in the amount of $9,481.73;
5. Warrant Register dated 07-21-2016 in the amount of $66,021.14;
6. Warrant Register dated 07-21-2016 in the amount of $23,421.42;
7. Warrant Register dated 07-28-2016 in the amount of $343,473.69;
8. Warrant Register dated 07-28-2016 in the amount of $88,070.00; &
9. Payroll Register dated 08-01-2016 in the amount of $102,439.31.

1.5 Treasurer's Report

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

1.6 Fraud Policy

RECOMMENDATION: Staff recommends that the City Council adopt the proposed Fraud Policy for the City of Wildomar.

1.7 Revised Personnel Rules

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

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING THE CITY OF WILDOMAR PERSONNEL RULES AND REGULATIONS

1.8 City Trails Map Name Changes

RECOMMENDATION: The Trails Subcommittee recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE TRAIL NAME CHANGES TO THE EXISTING CITY OF WILDOMAR MULTI-USE TRAILS PLAN MAP

1.9 Freeway Maintenance Agreement

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute the Freeway Maintenance Agreement.

1.10 World Harvest Church Maintenance Agreement

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute the Maintenance Agreement.

1.11 Annexation No. 10 into Community Facilities District No. 2013-1 (Services) for Wildomar Housing Partners, LLC (PM 32833)

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

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX

TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 10) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.12 Professional Photography and Videography Services
RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to enter into a Professional Services Agreement with Cherished Memories Photography.

1.13 Ordinance 121 Second Reading – Baxter Village Mixed Use Project
RECOMMENDATION: The Planning Commission recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 121
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 14-0002) TO REMOVE THE MIXED-USE OVERLAY DISTRICT FROM THE ENTIRE SITE AND TO CHANGE THE EXISTING ZONING DESIGNATION ON A PORTION OF THE SITE FROM SCENIC HIGHWAY COMMERCIAL (C-P-S) TO R-3 (GENERAL RESIDENTIAL) AND TO R-4 (PLANNED RESIDENTIAL) TO ACCOMMODATE BAXTER VILLAGE MIXED-USE PROJECT (PLANNING APPLICATION NO. 14-0002) LOCATED AT THE NORTHWEST CORNER OF BAXTER ROAD AND I-15 FREEWAY (APN: 367-180-015 & 367-180-043)

2.0 PUBLIC HEARINGS

2.1 Zoning Ordinance Amendment No. 16-03 – Micro-Breweries Amendment
RECOMMENDATION: The Planning Commission recommends the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 16-03 AMENDING CHAPTER 17.72 (C-1/C-P ZONE) AND CHAPTER 17.76 (C-P-S ZONE) OF THE WILDOMAR MUNICIPAL CODE RELATING TO MICRO-BREWERIES

2.2 Zoning Ordinance Amendment No. 16-04 – L.E.D Signs in Commercial Retail Shopping Centers

RECOMMENDATION: The Planning Commission recommends that the City Council not adopt Zoning Ordinance Amendment No. 16-04.

OR the City Council can take the following alternative action:

Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15061(B)(3) AND SECTION 15311(A) OF CEQA AND APPROVING ZONING ORDINANCE AMENDMENT NO. 16-04 AMENDING CHAPTER 17.252 (SIGN REGULATIONS) OF THE WILDOMAR MUNICIPAL CODE RELATED TO ELECTRONIC MESSAGE FREEWAY SIGNAGE FOR COMMERCIAL RETAIL SHOPPING CENTERS IN THE C/1-C-P AND C-P-S ZONES ADJACENT TO INTERSTATE 15 FREEWAY

3.0 GENERAL BUSINESS

3.1 City Council Call For Review

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.12.160, 16.12.220 AND 16.12.240 OF THE WILDOMAR MUNICIPAL CODE TO MAKE THE APPEAL PERIOD FOR SUBDIVISION MAPS CONSISTENT WITH THE APPEAL PERIOD FOR ZONING APPROVALS, AND ADDING SECTION 2.04.050 TO THE WILDOMAR MUNICIPAL CODE TO ALLOW FOR CITY COUNCIL REVIEW OF SUBDIVISION AND ZONING MATTERS

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

PUBLIC COMMENTS

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4.0 CONSENT CALENDAR

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

4.1 Warrant Register

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

1. Warrant Register dated 07-07-2016, in the amount of $1,883.26;
2. Warrant Register dated 07-07-2016, in the amount of $1,034.14;
3. Warrant Register dated 07-14-2016, in the amount of $1,302.22;
4. Warrant Register dated 07-14-2016, in the amount of $295.16;
5. Warrant Register dated 07-21-2016, in the amount of $154.29;
6. Warrant Register dated 07-21-2016, in the amount of $1,543.10;&
7. Warrant Register dated 07-28/2016, in the amount of $1,456.98.

4.2 Treasurer's Report

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

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

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

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

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

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

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

Debbie A. Lee

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

ITEM #1.2

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
MARCH 9, 2016

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

The closed session of March, 2016, of the Wildomar City Council was called to order by Mayor Moore at 5:31 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

City Clerk Lee read the following:

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

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation: CREED-21 v. City of Wildomar and Walmart Real Estate Business Trust; RSC Case No. RIC1504199.
3. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:

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

The Council convened into closed session at 5:33 p.m. with all Council Members present.

RECONVENE INTO OPEN SESSION

At 6:30 p.m. the City Council reconvened into open session, with all Council Members present.

ANNOUNCEMENTS

City Attorney Jex stated there was no reportable action.

ADJOURN CLOSED SESSION

There being no further business, Mayor Moore adjourned the closed session at 6:30 p.m.

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

The regular meeting of March 9, 2016, of the Wildomar City Council was called to order by Mayor Moore at 6:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

The flag salute was led by Boy Scout Troop 332.

PRESENTATIONS

Mayor Moore presented Proclamations to new Eagle Scouts Brandon Benline and Ryan Bellinghausen.

The 2015 Miss City of Wildomar Queens were recognized for their service.

The Fire Department update was given and Wildomar's new Fire Chief Todd Phillips was introduced.

PUBLIC COMMENTS

Brent Benson, resident, spoke regarding Parcel Map 36653 and the problems he is experiencing.

Andy Morris, Rotary Club, spoke regarding the Ultimate BBQ Showdown on April 16 at Marna O'Brien Park.

Dawn Schultz, resident, spoke regarding Operation Prom Girl.

Ms. Miller, resident, spoke regarding various issues.

Marie Pritchitt, Community Good Deeds Nonprofit Organization, spoke regarding the organization.

COUNCIL COMMUNICATIONS

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

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Councilman Benoit, seconded by Councilwoman Swanson, to approve the agenda as presented.

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

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

1.0 CONSENT CALENDAR

Ken Mayes, resident, spoke regarding item #1.8 and #1.9, stating his disappoint.

Ms. Miller, resident, spoke regarding #1.10 and #1.11, stating her opposition.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to approve the Consent Calendar as presented, with the exception of item #1.8..

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

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

1.1 Reading of Ordinances
Approved the reading by title only of all ordinances.

1.2 Minutes – January 27, 2016 Special Meeting
Approved the Minutes as submitted.

1.3 Warrant & Payroll Registers
Approved the following:

1. Warrant Register dated 02-04-2016 in the amount of $129,606.75;
2. Warrant Register dated 02-04-2016 in the amount of $9,171.27;
3. Warrant Register dated 02-11-2016 in the amount of $103,314.35;
4. Warrant Register dated 02-18-2016 in the amount of $112,841.52;
5. Warrant Register dated 02-25-2016 in the amount of $618,634.25 &
6. Payroll Register dated 03-01-2016 in the amount of $65,266.98.

1.4 Treasurer's Report
Approved the Treasurer's Report for January, 2016.

1.5 Master Drainage Plan Lateral C-1 Project, Cultural Resources Treatment and Tribal Monitoring Agreement
Approved the agreement with the Pechanga Band of Luiseño Indians (Pechanga) for tribal monitoring during grading, groundbreaking, excavation and ground disturbing activities.

1.6 Clinton Keith Road Resurfacing Project (CIP 034) Notice of Completion
Adopted a Resolution entitled:

RESOLUTION NO. 2016 - 23
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, TO ACCEPT THE CLINTON KEITH ROAD

RESURFACING PROJECT (CIP 034) AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

1.7 Consultant Service Agreement for the Bundy Canyon Apartment Project Environmental Impact Report (Planning Application No. 16-0006)

1. Authorized the City Manager to execute a Tri-Party Consultant Service Agreement between the City of Wildomar, Hufsdar Investors, LLC, and Applied Planning, Inc. to prepare the Environmental Impact Report (EIR) for the Bundy Canyon Apartment project; and
2. Authorized the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and Applied Planning, Inc. for the preparation of an EIR for the Bundy Canyon Apartment project.

1.9 Measure Z Oversight Advisory Committee Appointments
Appointed Scott Bradstreet to the Committee and direct the City Clerk to post the two vacant positions.

1.10 Ordinance No. 116 Second Reading – Horizons Mixed Use Development Project
Adopted an Ordinance entitled:

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

1.11 Ordinance No. 117 Second Reading - Grove Park Mixed Use Development Project
Adopted an Ordinance entitled:

ORDINANCE NO. 117
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

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

ITEMS REMOVED FROM THE CONSENT CALENDAR

1.8 FY 2014-15 Measure Z Oversight Advisory Committee Annual Report

City Manager Nordquist presented the staff report.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to receive and file the Measure Z Oversight Advisory Committee's FY 2014-15 Annual Report.

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

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

2.0 PUBLIC HEARINGS

2.1 Proposed Voting By-District Boundary Maps; An Ordinance Changing the City's Electoral System From At-Large To By-District Elections With Respect To Electing City Council Members; Establishing District Boundaries; and Scheduling Elections Within The Districts

City Clerk Lee read the title.

Mayor Moore opened the public hearing.

City Manager Nordquist presented the staff report.

Doug Johnson, NDS, explained how the process has been over the last two public hearings.

Ken Mayes, resident, voiced his opposition.

George Taylor, resident, voiced his opposition to the Districts, but understands why the Council has to take this action. He is in favor of Draft Map A+.

Ms. Miller, resident, voiced her opposition.

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

Council discussion ensued regarding their opposition to Districts, but that the defending the case would be cost prohibitive to the City.

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

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

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

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

2.2 <u>Zoning Ordinance Amendment No. 15-04 – CEQA exemption and a proposed code amendment related to the Pre-Application Review (PAR) process.</u>

City Clerk Lee read the title.

Mayor Moore opened the public hearing.

Planning Director Bassi presented the staff report.

Ms. Miller, resident, spoke regarding her opposition.

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

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

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

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

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

3.0 GENERAL BUSINESS

3.1 Grand Avenue Bike and Multi-purpose Trail Improvements Agreement with South Coast Air Quality Management District

City Clerk Lee read the title.

Assistant City Manager/Public Works Director York presented the staff report.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to approve the agreement with the South Coast Air Quality Management District (SCAQMD) for partial funding of bike lanes on Grand Avenue.

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

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

3.2 WRCOG BEYOND Framework Fund Program

City Clerk Lee read the title.

Senior Administrative Analyst Morales presented the staff report.

Ken Mayes, resident, voiced his opposition to the server.

Council discussion ensued regarding how this will enhance services at City Hall.

A MOTION was made by Councilwoman Swanson, seconded by Councilman Benoit, to accept $39,814 in grant funding from the Western Riverside Council of Governments (WRCOG) and authorize the City Manager to execute the BEYOND Framework Fund Program Funding Agreement.

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

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

3.3 Fire Station #61 Grant Deed Acceptance

City Clerk Lee read the title.

Assistant City Manager York presented the staff report.

Ken Mayes, resident, spoke regarding the public not having complete access to the documents regarding this item.

City Attorney Jex stated the item does not need to be continued.

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

RESOLUTION NO. 2016 - 24
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING A GRANT DEED FROM THE COUNTY OF RIVERSIDE FOR FIRE STATION #61, ENCOMPASSING COUNTY ASSESSOR'S PARCEL 368-093-008 AND FINDING THE ACCEPTANCE OF THE GRANT DEED EXEMPT FROM CEQA

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

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

CITY MANAGER REPORT

City Manager Nordquist presented the report.

CITY ATTORNEY REPORT

There was no report.

FUTURE AGENDA ITEMS

**VMT
**Anti-soliciting and anti-panhandling laws
**Donation bins proliferation

ADJOURN THE CITY COUNCIL

There being no further business, Mayor Moore declared the meeting adjourned at 8:17 p.m.

Submitted by: Approved by:

_____ _____

Debbie A. Lee, CMC
City Clerk

Bridgette Moore
Mayor

ITEM #1.3

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
APRIL 13, 2016

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

The closed session of March, 2016, of the Wildomar City Council was called to order by Mayor Moore at 5:31 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

City Clerk Lee read the following:

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

A. City of Eastvale v. County of Riverside et al; California Court of Appeal Case No.: E064953.

B. CREED-21 v. City of Wildomar and Walmart Real Estate Business Trust; RSC Case No. RIC1504199.

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:

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

The Council convened into closed session at 5:32 p.m. with Councilman Cashman absent.

RECONVENE INTO OPEN SESSION

At 6:30 p.m. the City Council reconvened into open session, with Councilman Cashman absent.

ANNOUNCEMENTS

City Attorney Jex stated on item #1.B the Judge in the matter has dismissed the case. CREED-21 will have 60 days to appeal this.

ADJOURN CLOSED SESSION

There being no further business, Mayor Moore adjourned the closed session at 6:30 p.m.

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

The regular meeting of April 13, 2016, of the Wildomar City Council was called to order by Mayor Moore at 6:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

Staff in attendance: City Manager Nordquist, City Attorney Jex, Assistant City Manager York, Planning Director Bassi, Fire Chief Phillips, Senior Administrative Analyst Morales and City Clerk Lee.

The flag salute was led by Boy Scout Troop 2011.

PRESENTATIONS

Mayor Moore presented Proclamations for attaining the Eagle Scout rank for Elvin Schlanger.

David A. Brown Middle School presented an update.

An update was given regarding the RTA Veterans Express Transit System (V.E.T.S.).

Mayor Moore announced that the California Family Life Center Planet Youth Program presentation will be moved to May.

Mayor Moore presented a Proclamation for Donate Life California Month.

Mayor Moore presented a Proclamation for Parental Alienation Awareness Day – April 25.

Fire Chief Phillips presented the Fire Department update.

PUBLIC COMMENTS

Kenneth Mayes, resident, stated the Sheriff Department updates need to come back.

George Cambero, EVMWD, stated he will be holding a meeting with constituents in Division 3.

COUNCIL COMMUNICATIONS

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

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Councilwoman Swanson, seconded by Councilman Benoit, to approve the agenda as presented.

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

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

1.0 CONSENT CALENDAR

Ken Mayes, resident, spoke regarding item #1.5, stating his disappoint.

George Taylor, resident, spoke regarding item #1.10, stating his disgust

with the attorney that forced the City to go to Districts.

Councilwoman Swanson stated her sadness at losing Planning Commissioner Gary Brown, but she understands why he must resign. She also stated that Planning Commissioners are not appointed by District.

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

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

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

1.1 Reading of Ordinances
Approved the reading by title only of all ordinances.

1.2 Minutes – February 10, 2016 Regular Meeting
Approved the Minutes as submitted.

1.3 Warrant & Payroll Registers
Approved the following:

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

1.4 Treasurer's Report
Approved the Treasurer's Report for February, 2016.

1.5 Facilities Maintenance and Janitorial Services Contract Award
Approved a contract with Consolidated Cleaning Systems (CCS Cleans) to provide Facilities Maintenance and Janitorial Services at the Parks and authorize the City Manager to sign the contract.

1.6 Memorial Day Service Event 2016

Waived the special event application fee for the Faith Baptist Church Memorial Day Service at the Wildomar Cemetery.

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

Authorized the City Manager to execute the DIF and TUMF Credit Agreements with Richmond American Homes.

1.8 Measure Z Oversight Advisory Committee Appointments

Appointed Kathy Bundy and Kelly Byrne to the Committee to fill the two vacant positions.

1.9 Planning Commission Vacancy

1. Accepted the resignation of Planning Commissioner Gary Brown (Councilwoman Swanson appointee);
2. Declared a vacancy on the Planning Commission; and
3. Directed the City Clerk to advertise the vacancy and accept applications for the unexpired term of office (December, 2018).

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

Adopted an Ordinance entitled:

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

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

Adopted an Ordinance entitled:

ORDINANCE NO. 119
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN EXEMPTION IN

ACCORDANCE WITH SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND APPROVING AN AMENDMENT TO THE WILDOMAR MUNICIPAL CODE TO MOVE THE PROVISIONS OF CHAPTER 15.68 RELATED TO THE CITY'S PRE-APPLICATION REVIEW (PAR) PROCESS TO CHAPTER 17.214 (A NEW CHAPTER)

2.0 PUBLIC HEARINGS

There were no public hearings scheduled.

3.0 GENERAL BUSINESS

3.1 Partnership for Community Health and Fitness Fair June 4, 2016

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

Kenneth Mayes, resident, voiced his opposition.

Discussion ensued regarding the proposed run.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to approve the opportunities to partner with local organizations at the Community Health and Fitness Fair.

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

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

3.2 Community Meeting Room Rental Policy – Non-Business Hours

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

Discussion ensued regarding the policy.

A MOTION was made by Councilwoman Swanson, seconded by Councilman Benoit, to approve the opportunities to adopt the Community Meeting Room Rental Policy and Fee for Use during Non-Business Hours.

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

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

3.3 All Wildomar 2017 Calendar-Photograph Contest

City Clerk Lee read the title.

Mayor Moore presented the item.

A MOTION was made by Mayor Pro Tem Walker, seconded by Councilwoman Swanson, to authorize Staff to conduct a Community Calendar Photo Contest.

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

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

CITY MANAGER REPORT

City Manager Nordquist presented the report.

FUTURE AGENDA ITEMS

**Micro-Breweries in commercial zones

ADJOURN THE CITY COUNCIL

There being no further business, Mayor Moore declared the meeting adjourned at 7:38 p.m.

Submitted by:

_____
Debbie A. Lee, CMC
City Clerk

Approved by:

_____
Bridgette Moore
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.4
CONSENT CALENDAR
Meeting Date: August 10, 2016

TO: Mayor and City Council Members

FROM: James Riley, Finance Director

PREPARED BY: Terry Rhodes, Accounting Manager

SUBJECT: Warrant and Payroll Registers

STAFF REPORT

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

1. Warrant Register dated 07-07-2016 in the amount of $105,538.28;
2. Warrant Register dated 07-07-2016 in the amount of $146,198.92;
3. Warrant Register dated 07-14-2016 in the amount of $164,951.57;
4. Warrant Register dated 07-14-2016 in the amount of $9,481.73;
5. Warrant Register dated 07-21-2016 in the amount of $66,021.14;
6. Warrant Register dated 07-21-2016 in the amount of $23,421.42;
7. Warrant Register dated 07-28-2016 in the amount of $343,473.69;
8. Warrant Register dated 07-28-2016 in the amount of $88,070.00;
9. Payroll Register dated 08-01-2016 in the amount of $102,439.31.

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

FISCAL IMPACT:
These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2015-16 Budget and the Fiscal Year 2016-17 Budget.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Voucher List 07/07/16(2)
Voucher List 07/14/16(2)
Voucher List 07/21/16(2)
Voucher List 07/28/16(2)
Payroll Register 08/01/2016

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206378	7/7/2016	000458 AMERICAN FENCE COMPANY, INC.	1923998A		INSTALL & RMV 154 TMP FENCE 6/21/16-7/20	25.00
			1923999A		INSTALL & RMV 448 TMP FENCE 6/21/16-7/20	44.80
					Total :	**69.80**
206379	7/7/2016	000033 AMERICAN FORENSIC NURSES	68046		BLOOD DRAW (4)	160.00
			68073		BLOOD DRAW (1)	40.00
					Total :	**200.00**
206380	7/7/2016	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	MAY.2016		MAY 2016 ANIMAL CONTROL SERVICE	5,600.00
					Total :	**5,600.00**
206381	7/7/2016	000029 APPLEONE	01-4111517		RECEPTIONIST CONTRACTUAL P/E 6/25/16	805.60
					Total :	**805.60**
206382	7/7/2016	000554 AT & T	62816		TELEPHONE LONG DISTANCE P/E 6/28/16	38.25
					Total :	**38.25**
206383	7/7/2016	000008 AT&T MOBILITY	X06282016		COUNCIL MOBILE PHONE 5/21/16-6/20/16	114.77
					Total :	**114.77**
206384	7/7/2016	000976 CITY OF LAKE ELSINORE	51716		REIMBURSEMENT FOR EXPLORERS EX-CON CONFE	1,000.00
			52716		REIMBURSEMENT FOR EXPLORERS EVENT	275.00
					Total :	**1,275.00**
206385	7/7/2016	000952 CONSOLIDATED CLEANING SYSTEMS	884	0000150	PARK JANITORIAL FY 15/16 SVC AS OUTLINED	4,030.73
			928	0000150	PARK JANITORIAL FY 15/16 SVC AS OUTLINED	161.90
					Total :	**4,192.63**
206386	7/7/2016	000785 CORELOGIC SOLUTIONS, LLC	81703294		JUNE 2016 CODE ENFORCEMENT SOFTWARE	163.50
					Total :	**163.50**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206387	7/7/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	8075639		5/09/16-6/08/16 WATER ZONE 29 LOC 02	51.89
			8075640		5/09/16-6/08/16 WATER ZONE 71 LOC 01	135.95
			8075641		5/09/16-6/08/16 WATER MARNA OBRIEN PARK	5,699.66
			8075658		5/09/16-6/08/16 WATER ZONE 52 LOC 01	90.19
			8079694		5/11/16-6/10/16 WATER ZONE 3 LOC 7 M1	151.71
			8079695		5/11/16-6/10/16 WATER REGENCY HERITAGE P	240.83
			8083723		5/12/16-6/13/16 WATER ZONE 3 LOC 25 M1	487.92
			8083724		5/12/16-6/13/16 WATER ZONE 3 LOC 25 M2	643.14
			8083725		5/12/16-6/13/16 WATER ZONE 3 LOC 24 M1	509.28
					Total :	**8,010.57**
206388	7/7/2016	000018 ONTRAC	8453913		PROJECT RELATED SHIPPING COSTS	53.85
					Total :	**53.85**
206389	7/7/2016	000042 PV MAINTENANCE, INC.	005-183		JUNE 2016 CONTRACTUAL SERVICES	84,689.36
					Total :	**84,689.36**
206390	7/7/2016	000047 RIVERSIDE COUNTY, SHERIFF'S DEPARTMEN	SH0000028650		LIVESCAN APPLICATION - CODE ENFORCEMENT	32.00
					Total :	**32.00**
206391	7/7/2016	000215 THE PRESS-ENTERPRISE	10175318		PUBLIC NOTICE - ZOA NO 16-03	115.20
			10175326		PUBLIC NOTICE - ZOA NO 16-04	115.20
					Total :	**230.40**
206392	7/7/2016	000437 VERIZON WIRELESS	9767482830A		6/23/16-7/22/16 DATA INTERNET CHARGE	42.28
			9767482831A		6/23/16-7/22/16 DATA INTERNET CHARGE	20.27
					Total :	**62.55**

15 Vouchers for bank code : wf **Bank total : 105,538.28**

15 Vouchers in this report **Total vouchers : 105,538.28**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206393	7/7/2016	000458 AMERICAN FENCE COMPANY, INC.	1923998B		INSTALL & RMV 154 TEMP FENCE 6/21/16-7/2	50.00
			1923999B		INSTALL & RMV 448 TEMP FENCE 6/21/16-7/2	89.60
					Total :	**139.60**
206394	7/7/2016	000299 AUDITOR CONTROLLER GAD- LAFCO	AC0000001422		LAFCO FEES FY 16/17	1,485.63
					Total :	**1,485.63**
206395	7/7/2016	000700 CPRS	519116B		MEMBERSHIP RENEWAL 9/1/16	170.00
					Total :	**170.00**
206396	7/7/2016	000864 GLENN HENRY ENTERTAINMENT MGMT	30816		7/9/16 CONCERT IN THE PARK - PERFORMER/S	2,500.00
					Total :	**2,500.00**
206397	7/7/2016	000634 HEYDAY RECORDS AND EVENTS	70516		CITY BIRTHDAY CELEBRATION 7/9/16	850.00
					Total :	**850.00**
206398	7/7/2016	000304 JOE A. GONSALVES & SON	26269		JULY 2016 CONTRACTUAL LEGISLATIVE ADVOCA	3,000.00
					Total :	**3,000.00**
206399	7/7/2016	000647 JOLLY JUMPS	070916cow		SPECIAL EVENT 7/9/16	1,250.00
					Total :	**1,250.00**
206400	7/7/2016	000182 MARTIN & CHAPMAN CO	2016256		NOV 2016 ELECTION SUPPLIES	102.50
					Total :	**102.50**
206401	7/7/2016	000005 PARSAC	17-103		COMMERCIAL CRIME BOND FY 16/17	700.00
			17-139		ANNUAL PROPERTY INSURANCE FY 16/17	5,375.00
			17-35		ANNUAL LIABILITY PROGRAM CONTRIBUTION FY	72,353.00
			17-66		ANNUAL WORKER'S COMP CONTRIBUTION FY 16/	33,096.00
					Total :	**111,524.00**
206402	7/7/2016	000290 SOUTHERN CALIFORNIA, ASSOCIATION OF G	51616		DUES ASSESSMENT FY 16/17	3,517.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
206402	7/7/2016	000290	000290 SOUTHERN CALIFORNIA, ASSOCIATION (Continued)			**Total :**	**3,517.00**
206403	7/7/2016	000435	STRATA OAK, LLC C/O STRATA, EQUITY GROI	70116		JULY 2016 CITY HALL MONTHLY LEASE	21,085.18
						Total :	**21,085.18**
206404	7/7/2016	000141	SWANK MOTION PICTURES INC	1342655		9/24/16 MARNA OBRIEN PARK - MOVIE NIGHT	403.00
						Total :	**403.00**
206405	7/7/2016	000437	VERIZON WIRELESS	9767482830B		6/23/16-7/22/16 DATA INTERNET CHARGE	116.26
				9767482831B		6/23/16-7/22/16 DATA INTERNET CHARGE	55.75
						Total :	**172.01**

13 Vouchers for bank code : wf **Bank total : 146,198.92**

13 Vouchers in this report **Total vouchers : 146,198.92**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206412	7/14/2016	000600 APPLIED PLANNING INC	016-0267		JUNE 2016 BUNDY CYN LUXURY APT PROJECT	13,926.90
					Total :	**13,926.90**
206413	7/14/2016	000081 CALIFORNIA BUILDING STANDARDS, COMMIS	71316		APRIL 2016 - JUNE 2016 CA BLDG STNDRD AD	1,419.30
					Total :	**1,419.30**
206414	7/14/2016	000971 CITY OF SAN JACINTO	4944		POLICE SVC JPA FEASIBILITY STUDY #2	3,200.44
					Total :	**3,200.44**
206415	7/14/2016	000952 CONSOLIDATED CLEANING SYSTEMS	879	0000150	PARK JANITORIAL FY 15/16 SVC AS OUTLINED	377.89
					Total :	**377.89**
206416	7/14/2016	000707 CRITERION PICTURES USA	414853		MOVIE IN THE PARK - MARNA OBRIEN 6/25/16	440.00
					Total :	**440.00**
206417	7/14/2016	000037 DATA TICKET, INC.	70969		MAY 2016 CODE ENF CITATION PROCESSING	717.85
			71223		MAY 2016 DAILY CITE PROCESSING	150.00
					Total :	**867.85**
206418	7/14/2016	000082 DEPARTMENT OF CONSERVATION, DIVISION	71316		APRIL 2016 - JUNE 2016 SMIP FEES	3,777.26
					Total :	**3,777.26**
206419	7/14/2016	000022 EDISON	62916A		ELECTRIC 5/27/16-6/28/16 BASEBALL FIELD	43.14
			62916B		ELECTRIC 5/27/16-6/28/16 - 21400 PALOMAR	154.48
			70216A		ELECTRIC 6/01/16-7/01/16 - CSA 103 PALOM	37.92
			70216B		ELECTRIC 6/01/16-7/01/16 - CITY LAMPS	86.35
					Total :	**321.89**
206420	7/14/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	8086964		5/13/16-6/14/16 WATER ZONE 42 LOC 01 M1	483.94
			8086965		5/13/16-6/14/16 WATER ZONE 42 LOC 01 M3	153.60

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206420	7/14/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	(Continued)			
			8086966		5/13/16-6/14/16 WATER ZONE 42 LOC 01 M2	261.06
			8090348		5/17/16-6/17/16 WATER ZONE 3 LOC 23 M1	163.70
			8090349		5/17/16-6/17/16 WATER ZONE 30 LOC 2	84.25
			8090350		5/17/16-6/17/16 WATER ZONE 3 LOC 49 M1	103.40
			8090351		5/17/16-6/17/16 WATER ZONE 51 LOC 1	113.03
			8090352		5/17/16-6/17/16 WATER BASEBALL FIELD	423.79
			8090353		5/17/16-6/17/16 WATER WINDSONG PARK	901.84
			8090354		5/17/16-6/17/16 WATER ZONE 3 LOC 29 M1	544.53
			8090355		5/17/16-6/17/16 WATER ZONE 3 LOC 29 M2	163.83
			8090356		5/17/16-6/17/16 WATER ZONE 30 LOC 1	268.09
			8090357		5/17/16-6/17/16 WATER ZONE 3 LOC 42 & 47	248.09
			8090358		5/17/16-6/17/16 WATER 22450 1/2 CERVERA	103.71
			8090359		5/17/16-6/17/16 WATER 22450 CERVERA	227.20
			8090360		5/17/16-6/17/16 WATER ZONE 62 - 22933 DE	258.76
			8090361		5/17/16-6/17/16 WATER ZONE 67 - ARNETT &	210.75
			8093725		5/20/16-6/20/16 WATER ZONE 3 LOC35 M1	228.42
					Total :	**4,941.99**
206421	7/14/2016	000642 ESA, ENVIRONMENTAL SCIENCE ASC	121502		PROF. SVCS WILDOMAR WESTPARK PROM THRU 5	17,254.24
					Total :	**17,254.24**
206422	7/14/2016	000016 INNOVATIVE DOCUMENT SOLUTIONS	170480		6/1/16-6/30/16 CONTRACT COPIER SVC MAINT	767.38
					Total :	**767.38**
206423	7/14/2016	000836 KOA CORPORATION	JB53178X4A		PROF SVC 2/29/16-4/03/16 WILD BUNDY CYN	1,685.11

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
206423	7/14/2016	000836	000836 KOA CORPORATION	(Continued)		**Total :**	**1,685.11**
206424	7/14/2016	000631	LABOR READY	21122725		6/25/16 EVENT LABOR	120.90
						Total :	**120.90**
206425	7/14/2016	000147	MARATHON REPROGRAPHICS	101396		CIP 031-032	36.61
				102414		CIP 0036 / WILDOMAR	142.66
				102492		WILDOMAR MDP	13.85
				103033		DISTRICT MAP	145.26
						Total :	**338.38**
206426	7/14/2016	000067	PETTY CASH	93		CODE NOTARY REGISTRATION / BOND ADMIN AN	63.50
						Total :	**63.50**
206427	7/14/2016	000047	RIVERSIDE COUNTY, SHERIFF'S DEPARTMEN	SH0000028729		APRIL/MAY 2016 CONTRACT LAW ENFORCEMENT	414,794.84
				SH0000028729		APRIL/MAY 2016 CONTRACT LAW ENFORCEMENT	-300,455.00
					S		
						Total :	**114,339.84**
206428	7/14/2016	000464	SOUTHWEST HEALTHCARE SYSTEM, FINANC	WI015		POLICE DEPT - EXAM 6/25/16 CASE #WI16177	900.00
						Total :	**900.00**
206429	7/14/2016	000790	SPARKLETTS	70216		CITY HALL DRINKING WATER THROUGH 6/30/16	26.30
						Total :	**26.30**
206430	7/14/2016	000215	THE PRESS-ENTERPRISE	10177166		PUBLIC NOTICE - MND NOVA HOMES	182.40
						Total :	**182.40**

19 Vouchers for bank code : wf **Bank total : 164,951.57**

19 Vouchers in this report **Total vouchers : 164,951.57**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
206431	7/14/2016	000029	APPLEONE	01-4121878		RECEPTIONIST CONTRACTUAL P/E 7/2/16	805.60
						Total :	**805.60**
206432	7/14/2016	000367	CINTAS CORPORATION	5005588205		FIRST AID & SAFETY SUPPLY	46.16
						Total :	**46.16**
206433	7/14/2016	000977	DIAMOND ENVIRONMENTAL SERVICES	759627		7/8/16-7/11/16 EVENT FENCING	450.00
						Total :	**450.00**
206434	7/14/2016	000973	FOLMAR, FELICIA D	7/15/16		7/4/16-7/15/16 ACCOUNTING CONTRACTUAL SV	2,100.00
						Total :	**2,100.00**
206435	7/14/2016	000941	FRONTIER	70116A		7/1/16-7/31/16 TELEPHONE CHARGES	47.03
				70116B		7/1/16-7/31/16 OFFICE TELEPHONE CHARGES	371.64
						Total :	**418.67**
206436	7/14/2016	000687	MUNICIPAL MANAGEMENT ASSOC	11006248		ANNUAL MEMBERSHIP DUES - J MORALES	85.00
						Total :	**85.00**
206437	7/14/2016	000048	MURRIETA LOCK AND SAFE, INC.	7640		LOCK/KEYPAD LEVERSET	356.50
						Total :	**356.50**
206438	7/14/2016	000978	NORTH RANCH	71416		REFUND DUPLICATE COMMUNITY ROOM RENTAL/D	250.00
						Total :	**250.00**
206439	7/14/2016	000067	PETTY CASH	94		ABC LICENSE	25.70
						Total :	**25.70**
206440	7/14/2016	000186	RIGHTWAY	138746		6/30/16-7/27/16 WINDSONG PARK	174.10
						Total :	**174.10**
206441	7/14/2016	000919	STANTON, SHERRI	71516		7/3/16-7/15/16 ACCOUNTING CONTRACTUAL SV	3,600.00
						Total :	**3,600.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206442	7/14/2016	000749 VANTAGEPOINT TRANSFER AGENTS, 3(	102189561		ICMA-RC REMITTANCE	1,170.00
					Total :	**1,170.00**

12 Vouchers for bank code : wf **Bank total : 9,481.73**

12 Vouchers in this report **Total vouchers : 9,481.73**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206443	7/21/2016	000312 ADAME LANDSCAPE, INC.	66165		MAY 2016 LANDSCAPE REPAIR/REPLACE CSA 10	400.00
					Total :	**400.00**
206444	7/21/2016	000210 ALBERT A. WEBB ASSOCIATES	162302		WILDOMAR LATERAL C-1 STRM DRN 5/21/16 FY	21,007.50
					Total :	**21,007.50**
206445	7/21/2016	000033 AMERICAN FORENSIC NURSES	68111		BLOOD DRAW (2)	80.00
			68150		BLOOD DRAW (2)	80.00
					Total :	**160.00**
206446	7/21/2016	000779 CASC ENGINEERING & CONSULTING	35318		PROF SVC THROUGH 1/1/16-2/29/16	3,861.25
			35484		PROF SVC THROUGH 3/1/16-3/31/16	2,805.00
			35786		PROF SVC THROUGH 5/1/16-5/31/16	1,017.50
			35897		PROF SVC THROUGH 6/1/16-6/30/16	67.50
					Total :	**7,751.25**
206447	7/21/2016	000011 CR&R INC.	288749		6/21/16 DUMP 40 YD BOX AND DISPOSAL FEE	581.75
					Total :	**581.75**
206448	7/21/2016	000037 DATA TICKET, INC.	16-173-T		6/1/16-6/30/16 SECURITY SERVICE - PARKS	675.00
					Total :	**675.00**
206449	7/21/2016	000058 DEPARTMENT OF JUSTICE	172991		JUNE 2016 POLICE BLOOD ALCOHOL ANALYSIS	105.00
					Total :	**105.00**
206450	7/21/2016	000054 DEPARTMENT OF TRANSPORTATION	SL161141		APRIL - JUNE 2016 SIGNALS & LIGHTING BIL	2,034.62
					Total :	**2,034.62**
206451	7/21/2016	000022 EDISON	70816A		6/1/16-7/1/16 ELECTRIC - WILDOMAR CITY L	26.55
			70816B		6/1/16-7/1/16 ELECTRIC - WILDOMAR CITY L	186.48
			70816C		6/1/16-7/1/16 ELECTRIC - WILDOMAR CITY L	52.42

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206451	7/21/2016	000022 EDISON	(Continued)			
			70816D		4/17/16-7/1/16 ELECTRIC - CSA 22	2,800.09
			70816E		5/13/16-7/1/16 ELECTRIC - CSA 103	12,590.34
			70816F		6/1/16-7/1/16 ELECTRIC - WILDOMAR CITY L	12.33
					Total :	**15,668.21**
206452	7/21/2016	000748 LSA ASSOCIATES, INC.	146053		PROF SVC FOR WILDOMAR BAXTER VILLAGE EIR	1,358.90
			146697		PROF SVC FOR WILDOMAR BAXTER VILLAGE EIR	690.49
					Total :	**2,049.39**
206453	7/21/2016	000856 MICHAEL BAKER INTERNATIONAL IN	922907		PROF SVC 9/28/15-11/01/15 COLLIER ELEM S	4,553.85
					Total :	**4,553.85**
206454	7/21/2016	000018 ONTRAC	8461353		PROJECT RELATED SHIPPING COSTS	47.25
					Total :	**47.25**
206455	7/21/2016	000529 SIEMENS INDUSTRY, INC	5610015583		JUNE 2016 TRAFFIC SIGNAL MAINTENANCE	1,576.40
			5620010956		JUNE 2016 BUNDY CYN RD / THE FARM RD	5,760.12
			5620012265		JUNE 2016 TRAFFIC SIGNAL RESONSE CALL OU	3,499.60
					Total :	**10,836.12**
206456	7/21/2016	000215 THE PRESS-ENTERPRISE	10177176A		PUBLIC NOTICE - PUBLIC HEARING TO ESTABL	151.20
					Total :	**151.20**

14 Vouchers for bank code : wf **Bank total : 66,021.14**

14 Vouchers in this report **Total vouchers : 66,021.14**

Voucher List

07/21/2016 11:17:36AM

City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206457	7/21/2016	000312 ADAME LANDSCAPE, INC.	66305		JULY 2016 MTHLY LANDSCAPE MAINT CSA 103/	125.00
					Total :	**125.00**
206458	7/21/2016	000029 APPLEONE	01-4130318		RECEPTIONIST CONTRACTUAL P/E 7/09/16	800.20
					Total :	**800.20**
206459	7/21/2016	000760 ARMADA ADMINISTRATORS	58102		AUGUST 2016 PREMIUM	2,747.00
					Total :	**2,747.00**
206460	7/21/2016	000028 CALPERS	70816		6/26/16-7/08/16 BENEFIT CONTRIBUTION -	6,707.52
					Total :	**6,707.52**
206461	7/21/2016	000028 CALPERS	14790798		UNFUNDED ACCRUED LIABILITY AS OF JUNE 30	3,353.00
			14790811		UNFUNDED ACCRUED LIABILITY AS OF JUNE 30	30.00
					Total :	**3,383.00**
206462	7/21/2016	000011 CR&R INC.	288096		7/1/16 4 YD BOX - BASEBALL FIELD	147.03
					Total :	**147.03**
206463	7/21/2016	000027 DIRECT TV	28984327801		7/12/16-8/11/16 CABLE SERVICES - CITY HA	115.98
					Total :	**115.98**
206464	7/21/2016	000076 EDC OF SOUTHWEST CALIFORNIA	CW2016-2017		EDC CITY MEMBERSHIP FY 16/17	6,500.00
					Total :	**6,500.00**
206465	7/21/2016	000941 FRONTIER	70716		7/7/16-8/6/16 TELEPHONE CHARGES	47.03
					Total :	**47.03**
206466	7/21/2016	000024 GUARDIAN	71416		AUGUST 2016 DENTAL & VISION BENEFIT	1,955.01
			71416	S	AUGUST 2016 DENTAL & VISION BENEFIT ADJU	-866.60
					Total :	**1,088.41**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206467	7/21/2016	000979 LANZA, MATTHEW	41916		REFUND OF UNUSED DEVELOPERS DEPOSIT	1,110.43
					Total :	**1,110.43**
206468	7/21/2016	000215 THE PRESS-ENTERPRISE	10177176B		PUBLIC NOTICE - PUBLIC HEARING TO ESTAB	138.60
			10177606		PUBLIC NOTICE EIR & MITIGATION	168.00
			10177815		PUBLIC NOTICE - DECLARE INTENTION TO LEV	288.00
					Total :	**594.60**
206469	7/21/2016	000215 THE PRESS-ENTERPRISE	70116A		7/20/16=9/20/16 NEWSPAPER SUBSCRIPTION	55.22
					Total :	**55.22**

13 Vouchers for bank code : wf **Bank total : 23,421.42**

13 Vouchers in this report **Total vouchers : 23,421.42**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206483	7/28/2016	000034 BIO-TOX LABORATORIES	32473		RC SHERIFF - LAB SERVICES	135.10
			32523		RC SHERIFF - LAB SERVICES	152.00
					Total :	**287.10**
206484	7/28/2016	000080 BURKE, WILLIAMS AND SORENSON,, LLP	201826		MAY 2016 LEGAL FEES	48,258.72
					Total :	**48,258.72**
206485	7/28/2016	000080 BURKE, WILLIAMS AND SORENSON,, LLP	200762		APRIL 2016 LEGAL FEES	47,855.37
					Total :	**47,855.37**
206486	7/28/2016	000080 BURKE, WILLIAMS AND SORENSON,, LLP	203157		JUNE 2016 LEGAL FEES	42,468.51
					Total :	**42,468.51**
206487	7/28/2016	000037 DATA TICKET, INC.	71796		JUNE 2016 DAILY CITE PROCESSING	150.00
			71883		JUNE 2016 CODE ENF CITATION PROCESSING	787.00
					Total :	**937.00**
206488	7/28/2016	000022 EDISON	71116		6/1/16-7/1/16 ELECTRIC CSA 142	1,821.92
					Total :	**1,821.92**
206489	7/28/2016	000072 INTERWEST CONSULTING GROUP	28147		JUNE 2016 CONTRACTUAL SVC	183,115.03
					Total :	**183,115.03**
206490	7/28/2016	000072 INTERWEST CONSULTING GROUP	28152		JUNE 2016 CONTRACTUAL SVC (MB)	11,756.54
					Total :	**11,756.54**
206491	7/28/2016	000917 LABELLE MARVIN, INC.	18324		CLINTON KEITH MICROSURFACING PROJECT	6,048.50
					Total :	**6,048.50**
206492	7/28/2016	000026 PROTECTION RESCUE SECURITY, SERVICES	16-173-T		6/1/16-6/30/16 SECURITY SERVICE - PARKS	675.00
					Total :	**675.00**
206493	7/28/2016	000051 RCHCA	72116		JUNE 2016 KANGAROO RAT FEE	250.00
					Total :	**250.00**

11 Vouchers for bank code : wf **Bank total : 343,473.69**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11	Vouchers in this report				Total vouchers :	343,473.69

Voucher List

07/28/2016 11:50:51AM

City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206494	7/28/2016	000031 AFLAC, REMITTANCE PROCESSING, CENTER	73961		JULY 2016 MEDICAL INSURANCE BENEFIT	1,425.12
					Total :	**1,425.12**
206495	7/28/2016	000210 ALBERT A. WEBB ASSOCIATES	71916		FY 16/17 ANNUAL ADMIN SVC	40,000.00
					Total :	**40,000.00**
206496	7/28/2016	000029 APPLEONE	01-4136170		RECEPTIONIST CONTRACTUAL PE 7/16/16	805.60
					Total :	**805.60**
206497	7/28/2016	000008 AT&T MOBILITY	X07202016		7/13/16-8/12/16 COUNCIL MOBILE PHONE	80.91
					Total :	**80.91**
206498	7/28/2016	000028 CALPERS	2074		AUGUST 2016 MEDICAL PREMIUM	13,851.10
					Total :	**13,851.10**
206499	7/28/2016	000002 CRYSTAL CLEAN MAINTENANCE	703E		JULY 2016 JANITORIAL SERVICES - CITY HAL	998.00
					Total :	**998.00**
206500	7/28/2016	000973 FOLMAR, FELICIA D	7/29/2016		7/16/16-7/29/16 ACCOUNTING CONTRACTUAL S	2,400.00
					Total :	**2,400.00**
206501	7/28/2016	000876 GATES SOUND	16-776	0000151	A/V TECH SUPPORT FOR 6 CITY COUNCIL MEET	300.00
					Total :	**300.00**
206502	7/28/2016	000685 GREAT AMERICA FINANCIAL SERVIC	19081920		JULY 2016 TWO CANON COPIER SYSTEMS	405.01
					Total :	**405.01**
206503	7/28/2016	000631 LABOR READY	21170704		7/9/16 EVENT LABOR	269.70
					Total :	**269.70**
206504	7/28/2016	000113 LEAGUE OF CALIFORNIA CITIES	1920		RIV COUNTY DIV MEETING 7/11/16	100.00
					Total :	**100.00**
206505	7/28/2016	000510 OCHOA'S BACKFLOW SYSTEMS	10009B		ZONE 3 BACKFLOW TEST/REPAIR	904.38

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
206505	7/28/2016	000510	000510 OCHOA'S BACKFLOW SYSTEMS	(Continued)		**Total :**	**904.38**
206506	7/28/2016	000026	PROTECTION RESCUE SECURITY, SERVICES	16-201-T		7/1/16-7/31/16 SECURITY SERVICE-PARKS	675.00
						Total :	**675.00**
206507	7/28/2016	000919	STANTON, SHERRI	7/28/2016		7/16/16-7/29/16 ACCOUNTING CONTRACTUAL S	3,600.00
						Total :	**3,600.00**
206508	7/28/2016	000435	STRATA OAK, LLC C/O STRATA, EQUITY GROI	80116		AUGUST 2016 CITY HALL MONTHLY LEASE	21,085.18
						Total :	**21,085.18**
206509	7/28/2016	000749	VANTAGEPOINT TRANSFER AGENTS, 307207	102197947		ICMA-RC REMITANCE	1,170.00
						Total :	**1,170.00**

16 Vouchers for bank code : wf **Bank total : 88,070.00**

16 Vouchers in this report **Total vouchers : 88,070.00**

City of Wildomar
Payroll Warrant Register
8/1/2016

ACH Date	Payee	Description	Amount
7/14/2016	Payroll People	06/25/2016-07/08/2016	59,966.44
7/28/2016	Payroll People	07/09/2016-07/22/2016	40,976.52
8/1/2016	Payroll People	7/1/2016-07/31/2016	1,496.35
		TOTAL	**102,439.31**

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: August 10, 2016

TO: Mayor and City Council Members

FROM: James Riley, Finance Director

PREPARED BY: Terry Rhodes, Accounting Manager

SUBJECT: Treasurer's Report

STAFF REPORT

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

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

FISCAL IMPACT:
None.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Treasurer's Report
Daily Cash Balance

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

CITY CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	WELLS FARGO	$ 6,229,590.26	$ 1,319,498.67	$ (1,703,691.58)	$ 5,845,397.35	0.000%
	TOTAL	$ 6,229,590.26	$ 1,319,498.67	$ (1,703,691.58)	$ 5,845,397.35	

CITY INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
LOCAL AGENCY INVESTMENT FUND	$ 1,554,382.02	$ 1,554,382.02	$ 1,554,382.02	100.00%	0	0.576%
TOTAL	$ 1,554,382.02	$ 1,554,382.02	$ 1,554,382.02	100.00%		

- TOTAL CASH AND INVESTMENT $ 7,399,779.37

CITY INVESTMENT (Continued)

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS	$ 1,554,382.02	$ 0.00	$ 0.00	$ 1,554,382.02	0.576%
TOTAL	$ 1,554,382.02	$ 0.00	$ 0.00	$ 1,554,382.02	

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

James Riley 8/2/2016

James Riley
Finance Director

Date

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: August 10, 2016

TO: Mayor and City Council Members

FROM: James R. Riley, Finance Director

SUBJECT: Fraud Policy

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council adopt the proposed Fraud Policy for the City of Wildomar.

BACKGROUND/DISCUSSION
The Government Finance Officers Association (GFOA) recommends as a best practice that every government establish policies and procedures to encourage and facilitate the reporting of fraud or abuse.

The City of Wildomar Fraud Policy sets out specific guidelines and responsibilities regarding appropriate actions that must be followed for the investigation of fraud and other similar irregularities. Once adopted, a copy of this policy will be sent out to all staff and reviewed with new employees at time of hire.

FISCAL IMPACTS:
None

Submitted by:
James R. Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Fraud Policy

CITY OF WILDOMAR
FRAUD POLICY

AUGUST 10, 2016

The City of Wildomar (City) is committed to protecting its revenue, property, information and other assets from any attempt, either by members of the public, contractors, vendors, agents or its own employees, to gain by deceit, financial or other benefits at the expense of City taxpayers.

City officials and employees must, at all times, comply with all applicable laws and regulations. The City will not condone the activities of officials or employees who achieve results through violation of the law or unethical business dealings. The City does not permit any activity that fails to stand the closest possible public scrutiny.

This policy sets out specific guidelines and responsibilities regarding appropriate actions that must be followed for the investigation of fraud and other similar irregularities.

Definitions

Occupational **fraud** is defined by the Association of Certified Fraud Examiners as the use of one's occupation for personal enrichment through the deliberate misuse or misapplication of the employing organization's resources or assets. There are three major categories of occupational fraud.

- **Asset Misappropriations** – Theft or misuse of an organization's assets.
  - Cash.
    - Fraudulent Disbursements – Perpetrator causes organization to disburse funds through some trick or device (e.g. submitting false invoices/time cards/sheets, expense reimbursement schemes, check tampering, etc.)
    - Skimming – Cash is stolen from an organization before it is recorded on the organization's books and records.
    - Cash Larceny – Cash is stolen from an organization after it has been recorded on the organization's books and records.
  - Inventory and all other assets.
    - Misuse – Misuse of an organization's inventory or assets for personal use (e.g. City vehicles, computers, supplies, etc.)
    - Larceny – Inventory or other assets are stolen from an organization.

- **Corruption** – Wrongfully use influence in a business transaction in order to procure some benefit for themselves or another person, contrary to duty to employer or the rights of another.

    - Conflicts of Interest – An undisclosed economic or personal interest in a transaction that adversely affects the employer.

    - Bribery – The offering, giving, receiving, or soliciting of anything of value to influence an official act or a business decision.

    - Illegal Gratuities – A party who benefits from an official act or a business decision gives a gift to a person who made the decision. An illegal gratuity does not require proof of intent to influence.

    - Economic Extortion – An employee demands that a vendor/contractor/etc. pay to influence an official act or a business decision.

- **Fraudulent Statements** – Falsification of an organization's financial statements.

Other similar irregularities is defined as any activity involving questionable behavior or business dealings by members of the public, contractors, vendors, agents or City employees, that put City revenue, property, information and other assets at risk of waste or abuse.

Applicability

This policy applies to all Elected Officials and employees of the City of Wildomar as well as any business or individual doing business with the City.

General Policy and Responsibility

1. It is the City's intent to fully investigate any suspected acts of fraud or other similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, length of service or relationship with the City of any party who might be or becomes involved in or becomes/is the subject of such investigation.

2. Each Elected Official, Department Director, Commissioner and Manager is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud, misappropriations and other irregularities. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.

3. The Finance Director has the primary responsibility for the investigation of all activity defined in this policy.

4. The Finance Director will notify the City Manager of a reported allegation of fraudulent or irregular conduct upon the commencement of the investigation to the extent practical. Throughout the investigation the City Manager will be informed of pertinent investigative findings.

5. In all circumstances where there are reasonable grounds to indicate that a fraud may have occurred, the Finance Director, subject to the advice of the City Attorney, will contact the office of the City Police Department.

6. Upon conclusion of the investigation, the results will be reported to the members of the City Council, the City Attorney, and others as determined necessary.

7. The City Attorney will pursue every reasonable effort, including court ordered restitution, to obtain recovery of the City's losses from the offender, or other appropriate source.

Procedures

1. All Employees

   Any employee who has knowledge of an occurrence of irregular conduct, or has reason to suspect that a fraud has occurred, shall immediately notify his/her supervisor. If the employee has reason to believe that their supervisor may be involved or does not feel comfortable reporting the occurrence to their supervisor, the employee shall immediately notify the Finance Director.

   Employees have a duty to cooperate during an investigation

   Employees who knowingly make false allegations will be subject to discipline in accordance with the City Personnel Policy.

2. City Management/Elected Officials

   Upon notification from an employee of suspected fraud, or if management has reason to suspect that a fraud has occurred, they shall immediately notify the Finance Director.

3. Finance Director

   Upon notification or discovery of a suspected fraud, the Finance Director will promptly investigate the suspected fraud. In all circumstances, where there are reasonable grounds to indicate that a fraud may have occurred, the Finance Director will inform the City Attorney. Subject to the advice of the City Attorney, the Finance Director will contact the City Police Department.

4. Contacts/Protocols

   After an initial review and a determination that the suspected fraud warrants additional investigation, the Finance Director will notify the City Manager. The Finance Director will coordinate the investigation with the City Attorney and appropriate law enforcement officials.

5. Security of Evidence

   Once a suspected fraud is reported, the Finance Director, in consultation with the City Attorney, shall take immediate action to prevent the theft, alteration, or destruction of relevant records. Such actions include, but are not necessarily limited to, removing the records and placing them in a secure location, limiting access to the location where the records currently exist, and preventing the individual suspected of committing the fraud from having access to the records. The records must be adequately secured until the Finance Director obtains the records to begin the audit investigation.

6. Personnel Actions

   If a suspicion of fraud is substantiated by the investigation, disciplinary action, in accordance with the City Personnel Policy, shall be taken by the City Manager, in consultation with the Human Resources Department, the Finance Director and the City Attorney.

7. No employer or person acting on behalf of an employer shall:

   - Dismiss or threaten to dismiss an employee
   - Discipline or suspend, or threaten to discipline or suspend, an employee
   - Impose any penalty upon an employee; or
   - Intimidate or coerce an employee

   because the employee has acted in accordance with the requirements of this policy. The violation of this section will result in discipline up to and including dismissal in accordance with the applicable federal, state and local administrative laws.

8. Media Issues

   Any City employee or elected official contacted by the media with respect to an audit investigation shall refer the media to the City Manager. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the City Manager, in consultation with the Finance Director.

   If the Finance Director is contacted by the media regarding an alleged fraud or audit investigation, they will consult the City Manager, before responding to a media request.

   Neither the Director of Finance nor the City Manager will discuss the details of any ongoing fraud investigation with the media that may compromise the integrity of the investigation.

9. Documentation

   At the conclusion of the investigation, the results will be reported to the members of the City Council, the City Attorney, and others as determined necessary. If the report concludes that the allegations are founded, the report will be forwarded to the City Police Department.

10. Completion of the Investigation

Upon completion of the investigation, including all legal and personnel actions, any records, documents and other evidentiary material will be returned by the Finance Director to the appropriate department.

11. Reporting to External Auditors

The Finance Director will report to the external auditors of the City all information relating to investigations.

12. Training

New employees are trained at the time of hiring about the City's Code of Conduct and Fraud Policy. This training explicitly covers expectations of all employees regarding:

(1) Their duty to communicate certain matters;

(2) A list of the types of matters, including actual or suspected fraud, to be communicated along with specific examples; and

(3) Information on how to communicate those matters.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: August 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Gary Nordquist, City Manager

SUBJECT: Revised Personnel Rules

STAFF REPORT

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

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING THE CITY OF WILDOMAR PERSONNEL RULES AND REGULATIONS

BACKGROUND:
Ordinance 53, establishing personnel rules for the City of Wildomar, was adopted on October 13, 2010. These Personnel Rules were set forth in Chapter 2.07 of the Wildomar Municipal Code, which was later renumbered to Chapter 2.36.

Staff has identified a number of rules that should be updated to comply with better operating practices. These recommended changes include:

- Authorization for City Manager to determine a pay increase may be applied retroactively (Rule V (C);
- Authorization for employees who do not use their full allotment for medical, dental and vision benefits to apply the remaining amount to cover costs of other insurances such as supplemental insurance plans (Rule XVI (A));
- Authorization for employees to be eligible for a monthly allowance to compensate for the use of their personal electronic devices and/or personal automobile during the course of their employment (Rule XXII).

All other sections of the Personnel Rules remain the same. The proposed changes to the Personnel Rules are attached in red-line format for ease of reference.

FISCAL IMPACTS:
None

Submitted & approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Resolution
Personnel Rules and Regulations

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING THE CITY OF WILDOMAR PERSONNEL RULES AND REGULATIONS

WHEREAS, on June 18, 2014, the City Council of the City of Wildomar approved Ordinance No. 53 entitled "An Ordinance of the City Council of the City of Wildomar, California, amending Chapter 2.36 (Personnel System) of the Wildomar Municipal Code;" and

WHEREAS, the Wildomar Municipal Code requires the City's Personnel Rules to be adopted by resolution of the City Council; and

WHEREAS, City staff, with the assistance of the City Attorney's Office, has reviewed the City's Personnel Rules and drafted revisions to ensure that the Personnel Rules are both legally compliant and implement best operating practices within the City; and

WHEREAS, the City Council now desires to adopt by resolution updated Personnel Rules for the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Wildomar, California, as follows:

SECTION 1. That the foregoing recitals are true and correct.

SECTION 2. The "City of Wildomar Personnel Rules and Regulations," attached hereto and incorporated herein by this reference as Exhibit "A," are hereby adopted.

SECTION 3. This Resolution shall become effective immediately.

SECTION 4. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 10th day of August, 2016.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

EXHIBIT A
City of Wildomar Personnel Rules and Regulations

City of Wildomar

Personnel Rules

Updated ~~December 2015~~August 2016

CITY OF WILDOMAR
PERSONNEL RULES AND REGULATIONS

RULE I. GENERAL PROVISIONS.

A. **Purpose**. These personnel rules are intended to establish and maintain an efficient and uniform personnel program for the City of Wildomar.

B. **Nature of Employment**. All employees of the City of Wildomar are at-will employees. Their employment can be terminated by the City or the employee at any time, with or without cause, with or without notice, and with or without the right of appeal. Nothing in these personnel rules, in a contract for employment, or any other policy adopted by the City, should be interpreted in a manner that would cause the employee's employment to be other than at-will.

C. **Applicability**. Unless otherwise specifically stated either in these Rules or in a contract for employment or resolution or ordinance of the City Council, the provisions of these personnel rules apply to all employees of the City of Wildomar. Further, in the event of a conflict between these Rules and a contract for employment, the terms of the contract for employment will control.

D. **Not an Employment Contract**. None of these personnel rules shall be deemed to create a vested contractual right for any employee.

E. **Amendment of Personnel Rules**. The City Council shall have authority to adopt, amend, or repeal these personnel rules by resolution. The Personnel Officer shall have authority to prepare and recommend revisions to the personnel rules.

F. **Adoption of Administrative Policies**. The Personnel Officer is hereby authorized to adopt administrative policies, so long as said administrative policies are not in direct conflict with these personnel rules.

G. **Delegation of Authority**. Except as otherwise provided, any duties, responsibilities, powers, and authority granted by these personnel rules or the personnel ordinance to the City Manager, appointing authority, Personnel Officer, Department Head, or any other person may be delegated, in writing, to any other employee at the discretion of the delegating individual.

H. **Changes to the Law**. When any local, state, or federal ordinance, regulation, or law that is incorporated in the personnel rules or upon which the personnel rules rely is amended, the personnel rules shall be deemed amended in conformance with those amendments.

I. **Severability**. If any section, subsection, sentence, clause, or phrase of the personnel rules is found to be illegal by a court of competent jurisdiction, such

findings shall not affect the validity of the remaining portions of the personnel rules.

RULE II. DEFINITIONS.

A. General Definitions. All words and terms used in these personnel rules and in any resolution or ordinance dealing with personnel policies, system, or procedures shall be defined as they are normally and generally defined in the field of personnel administration.

B. Specific Definitions.

1. "Acting appointment" means a temporary appointment of an employee who possesses at least the minimum qualifications established for a particular class and who is appointed to a position in that class in the absence of available eligible incumbents, or on an interim basis pending later appointment of an eligible person.

2. "Advancement" means a salary increase within the limits of a pay range established for a class.

3. "Allocation" means the assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

4. "Appointing authority" means the City Manager or his/her designee.

5. "At-will employee" means an employee whose employment can be terminated by the City or the employee, at any time, with or without cause and with or without notice.

6. "Class" means all positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion and salary.

7. "Compensation" means the salary, wage, allowance, and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position, but does not include expenses authorized and incurred incidental to employment.

8. "Continuous service" means service in the employ of the City without a break or interruption. Unless otherwise required by law, a severance of the employee from his or her employment initiated by either the City or the employee for periods of more than 30 days constitutes a break in continuous service.

9. "Council" or “City Council” means the City Council of the City of Wildomar.

10. "Day" or "days" means calendar day(s), unless otherwise stated.

11. "Demotion" means the movement of an employee from one class to another class having a lower maximum base rate of pay.

12. “Department Head” means the administrative head of every department in the City.

13. “Disciplinary action" means the discharge, demotion, reduction in pay, suspension, or reprimand of an employee for punitive reasons.

14. "Eligibility list" means the list which contains the names of successful applicants according to relative performance on the total weighted examinations.

15. "Full-time employees" means employees whose positions require the employee work at least 40 hours in a workweek. All positions shall be full-time unless otherwise designated, or unless the compensation is fixed upon the basis of part-time work.

16. "Personnel Officer" means the City Manager or his/her designee.

17. "Layoff' means the separation of employees from the active work force due to lack of work or funds, or to the abolition of positions by the City Council for the above reasons or due to organization changes.

18. "Part-time employees" means employees whose positions work less than 960 hours per year, are paid on an hourly basis and only receive fringe benefits that are specifically provided to part-time employees by resolution of the City Council.

19. "Position" means a group of duties and responsibilities in the service of the City requiring the full-time or part-time employment of one person.

20. "Promotion" means the movement of an employee from one class to another class having a higher maximum base rate of pay.

21. "Provisional appointment" means a temporary appointment, less than 960 hours in a fiscal year, of a non-employee who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligible employees.

22. "Reinstatement" means the restoration without examination of a former employee to a classification in which the employee formerly served.

23. "Suspension" means the temporary separation from service of an employee without pay for disciplinary purposes.

24. "Temporary employee" means an employee who is appointed to a non-position for a limited period of time and is only entitled to benefits as provided by resolution of the City Council.

25. "Transfer" means the movement of an employee from one position to another position in the same class or to another class with the same maximum base rate of pay.

RULE III. NONDISCRIMINATION

A. **Equal Employment Opportunity**. The City is committed to a policy of equal employment opportunity for applicants and employees. It does not discriminate against qualified applicants or employees with respect to terms or conditions of employment based on race, color, ancestry, sex, gender, sexual orientation, gender identity or expression, age over 40, religious creed, ethnicity, national origin, creed, disability, medical condition, genetic information, marital status, pregnancy, childbirth, or related medical conditions, military or veteran's status, or any other characteristic protected by state or federal law or local ordinance.

Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedure provided in the City's policy prohibiting harassment, discrimination, and retaliation.

B. **Policy Against Harassment, Discrimination and Retaliation**. City policy prohibits unlawful harassment and discrimination based on an employee's race, color, ancestry, sex, gender, sexual orientation, gender identity or expression, age over 40, religious creed, ethnicity, national origin, creed, disability, medical condition, genetic information, marital status, pregnancy, childbirth, or related medical conditions, military or veteran's status, or any other characteristic protected by state or federal law or local ordinance. In addition, City policy prohibits retaliation because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment discrimination investigation, proceeding or hearing. The City's full policy against unlawful harassment, discrimination, and retaliation will be set forth in an administrative policy.

C. **Disabled Applicants and Employees**. The City has a commitment to ensure equal opportunities for disabled applicants and City employees. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, and discharge) will not discriminate unlawfully against disabled applicants or employees. The City

provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and the Americans with Disabilities Act ("ADA").

1. Request for Accommodation. An applicant or employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Administrative Services Department. The request must identify: a) the job-related functions at issue; and b) the desired accommodation(s). Reasonable accommodation can include, but is not limited to job restructuring, reassignment to a vacant position for which the employee is qualified, and making facilities accessible.

2. Reasonable Documentation of Disability. Following receipt of the request, the Administrative Services Department may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform his/her essential functions, but will not require disclosure of diagnosis or genetic history.

3. Interactive Process. The City will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of his/her position. During this process, the City will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the City, and, if necessary, the employee or applicant's health care provider.

4. Case-by-Case Determination. The City determines, in its sole discretion, whether reasonable accommodations(s) can be made, and the type of reasonable accommodations(s) to provide. The City will not provide an accommodation that would pose an undue hardship upon the City or that is not required by law. The City will inform the employee of any decisions made under this section in writing.

5. Fitness for Duty Leave. While the City is engaged in the interactive process with an employee, the City may require that the employee be placed on a fitness for duty leave in accordance with Rule XI.M.

RULE IV. CLASSIFICATION.

A. **Preparation of Plan**. The Personnel Officer shall ascertain and record the duties, responsibilities, minimum standards, and minimum qualifications of all positions in the City and shall recommend a classification/compensation plan for all positions. The classification/compensation plan need not be contained in only one document, but may be comprised of various documents. The

classification/compensation plan shall consist of classes of positions defined by class specifications, including the title. The classification/compensation plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under similar working conditions to all positions in the same class. The classification/compensation plan will contain the general salary schedule and a general benefits schedule.

B. **Adoption, Amendment and Revision of Plan**. The classification/compensation plan shall be adopted by and may be amended from time to time by resolution of the City Council. At the time of consideration by the City Council, any interested party may appear and be heard.

C. **Allocation of Positions**. Following the adoption of the classification/compensation plan, the Personnel Officer shall allocate every position in the employ of the City to one of the classes established by the plan.

D. **New Positions**. A new position shall not be created and filled until the classification/compensation plan has been amended to provide for such position.

E. **Reclassification**. Positions, the assigned duties of which have been materially changed by the City so as to necessitate reclassification, whether new or already created, shall be allocated by the Personnel Officer to a more appropriate class. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, or to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.

RULE V. COMPENSATION

A. **Salary on Appointment**.

1. New Employees. New employees shall be paid at the first step of the salary range for the position to which the employee is appointed except as approved by the City Manager or his/her designee.

2. Advanced Step Hiring. The City Manager may appoint a new employee to an advanced step of the pay range if it is determined that qualified applicants cannot be successfully recruited at the first step of the salary range.

3. Reemployment/Reinstatement. A person who previously held a position with the City and resigned in good standing may, at the discretion of the City Manager, when re-employed in the same or a comparable position held at separation, be appointed at the same salary rate which was paid at the effective date of the person's termination or the nearest lower applicable step for the range to which the person is appointed.

B. **Salary Anniversary Dates**. Employees shall have a salary anniversary date on the date of his/her most recent appointment, promotion, demotion, reinstatement or reemployment. The salary anniversary date may be modified by the action of the appointing authority under Rule IX.H.

C. **Increases Within Salary Range**. Employees will normally become eligible for a merit adjustment in pay after 12 months of service. Increases shall not be automatic, and are based on merit. The adjustment shall be made only if recommended by the applicable Department Head, and, if approved, by the City Manager. The subsequent adjustments are based on performance evaluation, to encourage an employee to perform at his/her highest level, and to recognize increased skill on the job. Employees are normally eligible for these adjustments any time after the completion of 12 months of service. This period may be modified in conjunction with the performance evaluation recommendations and as approved by the City Manager. Unless so modified, a granted merit adjustment will be effective on the employee's salary anniversary date. The City Manager, in his/her sole discretion, may determine that an increase within range will be retroactive in effect to the employee's salary anniversary date or to another appropriate date.

D. **Salary Upon Promotion**. Except in instances where the granting of a full step increase would result in a salary in excess of the top step of the range, any employee who is promoted to a position in a class with a higher salary range shall be placed on the step in the new higher range which is at least equal to an advancement of a full step over the step he/she held in his or her former range. If the maximum of the range would be exceeded by such advancement, the employee shall receive the top step of the range. An employee thus promoted is assigned to a new salary anniversary date effective on the date of promotion.

E. **Salary Upon Transfer**. Any employee who is transferred from one position to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same step of the salary range as he/she previously received and his/her salary anniversary date shall not change.

F. **Salary on Change in Range Assignment**. Whenever a class is reassigned to either a higher or lower salary range by the Council, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the salary position in the new range that corresponds to the salary he/she was receiving in the former range and he/she shall retain the same salary anniversary date.

G. **Salary on Reallocation of Position**. If the position is reallocated to a class having the same salary range, the salary and the salary anniversary date of the incumbent shall not change. If the position is reallocated to a class which has a higher salary range, the City Manager shall adjust the salary of the incumbent employee to fit the higher salary range which is at least as much as he/she was

receiving in the former range and he/she shall retain the same salary anniversary date. If the position is reallocated to a class with a lower salary range, and the employee's salary exceeds the top step of the class to which his/her position is reallocated, his/her salary shall not change until it is exceeded by the top step of the class. The employee's salary anniversary date shall not change.

H. **Salary on Demotion**. Any employee who is demoted to a position in a class with a lower salary range shall have his/her salary adjusted by one the following three methods:

1. If a disciplinary demotion, the employee's salary may be reduced. A new salary anniversary date shall be established on the basis of the demotion.

2. If a non-disciplinary demotion, the employee's salary may be reduced. He/she shall retain his/her salary anniversary date.

3. In the discretion of the Personnel Officer, a demoted employee's salary may be y-rated. A y-rated salary is one that is paid above the maximum established salary range for the incumbent's classification. An employee whose salary is y-rated will retain his/her current rate of pay until such time that the class has a higher maximum salary rate.

I. **Acting Pay**. An employee who is required on the basis of an acting appointment to serve in a class with a higher salary range than that of the class in which he/she is normally assigned, shall receive the entrance salary rate of the higher salary range or one rate higher than the rate he/she normally receives, whichever is greater, provided the employee shall perform all the duties and assume all the responsibilities of the higher class, and only after the employee has served for 10 consecutive working days in the higher classification.

J. **Special Salary Adjustments**. Notwithstanding anything in these personnel rules to the contrary, in order to correct gross inequities, or to reward outstanding achievement and performance, the City Manager may adjust the salary rate of an incumbent of a particular position to any step within the salary range for the class to which the position is allocated.

K. **Pay Periods**. The salaries and wages of all employees shall be paid bi-weekly. In the event a payday falls on one of the holidays listed in these personnel rules, or on a Saturday or Sunday, the immediately previous working day shall become the payday.

L. **Severance Upon Termination**. Upon termination without cause of employees in the executive classification, as defined in the Benefits Ordinance, or Department Heads, such employees shall be entitled to payments as follows:

1. Amount of Severance Pay.

a. Employees in the executive classification, as defined in the Benefits Ordinance, shall receive a payment equivalent to 180 days of base salary.

b. Department Heads shall receive a payment equivalent to 90 days of base salary.

However, in no event shall the total cash value of the Severance Pay exceed the value of the employee's monthly salary multiplied by eighteen (18), or multiplied by the month's remaining in employee's term, whichever is less.

2. Reimbursement Upon Conviction of Abuse of Office. In the event any employee is convicted of any crime involving an abuse of the employee's office or position, as defined by California Government Code Section 53243.4, the employee is not entitled to receive Severance Pay, and must reimburse the City for any Severance Pay received.

3. Effect of Termination for Cause. If an executive employee or a Department Head is terminated for cause, he/she shall not be entitled to receive severance pay.

RULE VI. APPLICATIONS, RECRUITMENT AND EXAMINATIONS

A. **Vacancies**. Except for the City Manager, Department Heads, Assistant City Manager, Deputy City Manager, and/or Assistant to the City Manager positions, vacant positions may be filled only by selection from an eligibility list, by acting appointment, by transfer, by reinstatement, or by demotion. Selection of all other employees is made by the Department Head for the position, subject to approval by the City Manager.

The City Council shall select the City Manager. The City Manager shall select the Department Heads, Assistant City Manager, Deputy City Manager and Assistant to the City Manager. These positions may be filled by the method selected by the City Council or the City Manager to obtain the best candidate for the position. The provisions of this Rule are inapplicable to the filling of vacancies in those positions.

B. **Announcement of Vacancies/Acceptance of Applications**. When a position becomes vacant, the applicable Department Head shall notify the Personnel Officer. All positions shall be publicized by such methods as the Personnel Officer deems appropriate. The announcements shall specify the title and pay range of the class; the nature of the work to be performed; the experience and education requirements; the knowledge, skills, and abilities desirable for the performance of the work; how to apply; the application deadline date; that a post-offer, pre-employment physical examination is required, which may include a drug test; that a criminal background check is required through the submission of fingerprints; and other relevant information. Applications will also be available in

the office of the Personnel Officer. Applications will be collected by the Personnel Officer until the closing date for acceptance of applications.

C. **Disqualification of Applicants**. The Personnel Officer may reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position, or because the applicant has failed to timely submit the application, fully complete the application, or submit all required materials.

D. **Ineligibility for Employment**. Further examination or consideration for employment of any applicant may be discontinued, and any employment of any person may be terminated, when any of the following has been determined to the satisfaction of the Personnel Officer:

1. Who does not meet the minimum qualifications established for the class or position to which they seek appointment;

2. Who has made a false statement, misrepresentation, or omission of material fact, or actual or attempted deception, fraud or misconduct in connection with his/her application;

3. Who has failed to submit a complete application within the prescribed time limit;

4. Who has directly or indirectly obtained information regarding examinations to which applicants are not entitled;

5. Who has been convicted, including pleas of guilty and nolo contendere, of any felony or misdemeanor, which was of such a nature as to reflect adversely and substantially on the applicant's ability to perform the duties of the position. The City Manager may disregard such convictions of felonies or misdemeanors if it is found and determined by the City Manager that mitigating circumstances exist. In making such determination, the City Manager may consider the classification, including sensitivity, to which the person is applying or being certified and whether the classification is unrelated to the conviction; the nature and seriousness of the offense; the circumstances surrounding the offense; the length of time elapsed since the conviction; the age of the person at the time of conviction; the presence or absence of rehabilitation or efforts at rehabilitation; and/or contributing social or environmental conditions.

6. Who has otherwise violated provisions of these Personnel Rules.

In addition, applicants with the least desirable background or qualifications among a large number of applicants may be denied further participation in the selection process through an evaluation of their qualifications, thus providing a reasonable number of the best qualified candidates for consideration.

Applicants disqualified from further participation in the selection process will be promptly notified to permit submission of additional information provided that the time limit for receiving applications has not expired. Notice will be mailed to the last known address and/or will be emailed to the email address provided by the applicant on his/her application; it will be the applicant's responsibility to keep his/her current physical address and email address on file. Whenever an application is rejected, the Personnel Officer will mail and/or email notice of such rejection to the applicant.

E. **Selection Process**.

The selection process shall be impartial and relate to those subjects which, in the opinion of the Personnel Officer, fairly measure the relative capacities of the applicants to execute the duties and responsibilities of the class to which they seek to be appointed. The selection process may include but is not necessarily limited to achievement, aptitude, and other written tests, personal interview, performance tests, physical agility tests, evaluation of daily work performance, work samples, criminal background check (after the City has determined that the applicant meets the minimum qualifications of the position), medical tests (possibly including a drug test), successful completion of prescribed training, or other selection techniques as determined by the Personnel Officer. The selection process shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class, covering only factors related to such requirements. The City also retains the right to conduct a thorough background check of each applicant.

The Personnel Officer may enter into a contract with any competent agency or individual for the preparing and/or administering portions of the selection process. If the Personnel Officer does not contract these duties to an agency or individual, then the Personnel Officer shall ensure that such duties are performed.

F. **Creation of Eligibility List**. As soon as possible after the completion of a recruitment, the Personnel Officer shall prepare and maintain an eligibility list consisting of the names of candidates who qualified as finalists. Eligibility lists shall remain in effect for up to 12 months unless the Personnel Officer abolishes the eligibility list after determining that the abolition of the list is in the best interest of the City. The name of any person appearing on an eligibility list shall be removed by the Personnel Officer if the person requests in writing that his/her name be removed or if the person fails to respond to a notice of certification mailed to the last designated physical address or emailed to the last designated email address. Persons on eligibility lists as a result of an internal recruitment who leave the service of the City for any reason shall automatically be dropped from such lists.

G. **Physician's Examination**. All job applicants are required to submit to a physician's examination at the City's expense upon being made a conditional

offer of employment. As set forth in more detail in the City's Drug-Free Workplace Policy, the physician's examination shall include a drug and alcohol test for positions that are (1) safety-sensitive; or (2) involve a position of influence over children. When a drug and alcohol test is required, applicants shall be made aware of that in the announcement published under Rule VI.B. No job commitment shall be made until a negative drug screen result is obtained and a physician has certified that the applicant is medically qualified to perform the essential functions of the position. When the applicant reports to the medical facility for the scheduled examination, personal identification shall be provided to the facility in the form of a photograph and verifiable signature (for example, a driver's license). All test results will be kept confidential. The applicant will be told whether the tests were passed or failed, but only the Personnel Officer and his or her assistant will have access to the test results. If required, the drug/alcohol examination shall be administered in accordance with the City's Drug-Free Workplace Policy.

RULE VII. APPOINTMENTS

A. **Appointment of New Employee**. The hire date of a new employee shall be that of the first day actually worked.

B. **Provisional Appointments**. It shall be the policy of the City to require all Department Heads and other appointing authorities, whenever possible to notify the Personnel Officer, of impending or anticipated vacancies in their departments sufficient in advance so as to allow for the establishment of an appropriate eligibility list. However, when the demands of the services are such that it is not practicable to give such notification and if it is not practicable to delay appointment until a new eligibility list can be certified, the appointing authority may make a provisional appointment to the position, in accordance with the following:

1. As soon as practicable, but not longer than six months after a provisional appointment has been made, the Personnel Officer may cause an examination to be prepared, and all positions filled provisionally shall be filled by an appointment from an eligibility list.

2. A person appointed to a position on a provisional basis shall not be entitled to credit for the time served under the provisional appointment toward if the employee is awarded the position on a non-provisional basis.

3. No special credit shall be allowed in any examination or the establishment of any eligibility lists for services rendered under a provisional appointment.

4. Except for retired annuitants, no person shall be employed by the City under provisional appointment for a total of more than six months in any

fiscal year except that the Personnel Officer may extend the period of any provisional appointment for not more than 90 days by any one action; provided; however, no provisional appointment shall cause any person to work more than 960 hours (if paid on an hourly basis) or 125 days (if paid on a per diem basis) in a fiscal year.

5. A person who has retired from a CalPERS employer ("retired annuitant") may only be appointed to a provisional appointment when all of the following conditions are met:

   a. The City can show the retired annuitant has previous experience and the skill set needed to perform the work required.

   b. The appointment is made to fill a vacant position during the recruitment to permanently fill the vacancy, or during an emergency to prevent stoppage of public service. A recruitment to permanently fill the vacant position must be open before the retired annuitant is appointed.

   c. Retired annuitants cannot begin employment before the 181st day after their retirement date, unless the City certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed, and the City Council approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.

   d. If the retired annuitant is under the normal retirement age, he or she must have a bona fide separation in service. Further, the retired annuitant must not have received unemployment insurance payments for retired annuitant work with any public employer within the 12 months prior to the date of the provisional appointment, and he or she must certify to this in writing to the City.

   e. A retired annuitant may only be appointed once to the position. Provisional appointments of retirees must specify a beginning date and an end date for the appointment, and the appointment term must not result in the retired annuitant working more than a combined 960 hours in a fiscal year for all CalPERS employers. If a retired annuitant works more the 960 hours in a fiscal year, he or she must be reinstated. The Personnel Officer may not extend any provisional appointment of a retired annuitant, and must ensure the retired annuitant does not exceed the 960 hours limit.

   f. The rate of pay for the retired annuitant must fall within the monthly rate of pay range for the vacant position, and he or she may not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to this base rate.

The City ensures the retiree is enrolled as a retired annuitant with CalPERS and that the pay rate and hours worked by the retired annuitant are reported to CalPERS.

C. **Acting Appointments to a Higher Class**. An acting appointment may be made to a higher class or position occupied by a person on temporary leave or disability. Such acting appointment shall not exceed six months. The Personnel Officer may extend acting appointments for successive 30-day periods. Acting appointments shall be made in accordance with the provisional appointments section of these personnel rules. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular duties, compensation and privileges as if he/she had continued his/her duties in his/her regular classification.

D. **Reinstatement**. With the approval of the Personnel Officer, an employee who has completed at least 12 months of service and who has resigned in good standing may be reinstated within one year of the effective date of resignation to a vacant position in the same or comparable class. For purposes of reinstatement, "good standing" shall mean that the employee was not terminated for cause under these personnel rules, did not resign in lieu of termination, provided the required amount of notice of resignation, and was evaluated at least as "fully meets job standards" or an equivalent rating on his/her last performance evaluation. No credit for former employment shall be granted in computing salary, vacation, sick leave, retirement benefits, or other benefits except on the specific written direction of the Personnel Officer at the time of reinstatement. Such reinstatement action may, at the discretion of the Personnel Officer, take precedence over any eligibility list except a reemployment list. An individual requesting reinstatement is required to successfully complete a background examination and physician's examination, as set forth in Rule VI.

E. **Transfer**. The Personnel Officer may transfer an employee from one position to another in the same class or a comparable class at the same salary level. While the Personnel Officer retains the right to order the transfer, consideration will be given to the affected employee's and the Department Heads' wishes.

RULE VIII. NEPOTISM AND CONSENSUAL ROMANTIC RELATIONSHIPS BETWEEN EMPLOYEES

A. **Nepotism**.

1. Definitions.

a. Applicant. A person who applies for a position at the City and is not a Current Employee.

b. Change of Status. A change in the legal status or personnel status of one or more Current Employees.

i. Changes in legal status include but are not limited to marriage, divorce, separation, or any such change through which a Current Employee becomes a Family Member or ceases to be a Family Member of another Current Employee.

ii. Changes in personnel status include but are not limited to promotion, demotion, transfer, resignation, retirement or termination of a Current Employee who is a Family Member of another Current Employee.

c. Current Employee. A person who is presently a City employee, or an elected or appointed City official.

d. Direct Supervision. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis shall constitute Direct Supervision:

i. Occupying a position in an employee's direct line of supervision; or

ii. Functional supervision, such as a lead worker, crew leader, or shift supervisor; or

iii. Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

e. Family Member. A spouse, domestic partner, parent, parent-in-law, step-parent, legal guardian, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, child, step-child, legal ward, daughter-in-law, son-in-law, grandchild, or grandparent.

f. Prohibited Conduct. Conduct by Family Members including, but not limited to, one or more of the following:

i. Participation directly or indirectly in the recruitment or selection process for a position for which a Family Member is an Applicant.

ii. Direct Supervision of a Family Member that does not comply with limitations set forth in this Section;

iii. Conduct by one or more Family Members that has an adverse effect on supervision, safety, security or morale.

2. Department Head Authority. Department Heads are authorized to make initial determinations under this Rule. Should the Department Head be related to the employee/applicant in question, the City Manager shall appoint another Department Head to execute the responsibilities under this Rule.

3. Applicants for Employment.

   a. No qualified Applicant may be denied the right to file an application for employment and compete in the examination process. However, consistent with this Section, the City may reasonably regulate, condition, or prohibit the employment of an Applicant for a full-time position.

   b. Disclosure of Relationship. Each Applicant is required to disclose the identity of any Family Member who is a Current Employee.

   c. Review of Department Head. For each Applicant who has a Family Member who is a Current Employee, the Department Head shall assess whether any of the following circumstances exist:

      i. Business reasons of supervision, safety, security or morale warrant the City's refusal to place the Applicant under Direct Supervision by the Family Member; or

      ii. Business reasons of supervision, security, or morale that involve potential conflicts of interest or other hazards that are greater for Family Members than for other employees, which warrant the City's refusal to permit employment of Family Members in the same department, division, or facility.

   d. Decision of the Department Head. If the Department Head determines that either of the above circumstances exist, the Department Head shall exercise his or her discretion to either reject the Applicant or consider the Applicant for employment in a position that does not present either of the above circumstances.

      i. Following examination, if the Applicant is successfully certified as eligible pursuant to Rule VI, he or she may be employed in a position for which the Department Head has determined that neither circumstance exists pursuant to Rule VII.A.3.c.

      ii. When an eligible Applicant is refused appointment by virtue of this Rule VI, his or her name shall remain on the eligibility list for openings in the same classification. For each opening, the Department Head shall make a determination consistent with Rule VII.A.3.c.

4. Guidelines for Current Employees.

a. Employees shall report a Change of Status to the Department Head within a reasonable time after the effective date of the Change of Status. Wherever feasible, Employees shall report a Change of Status in advance of the effective date.

b. Within thirty days from receipt of notice, the Department Head shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the Change of Status has the potential for creating an adverse impact on supervision, safety, security, or morale.

i. The Department Head shall make a good faith effort to regulate, transfer, condition or assign duties in such a way as to minimize potential problems of supervision, safety, security, or morale.

ii. Notwithstanding the above provisions, the City retains the right to exercise its discretion to determine that the potential for creating an adverse impact on supervision, safety, security, or morale cannot be sufficiently minimized and to take further action as set forth in Rule VII.A.5.b.

5. Monitoring by Department Head.

a. Following a Change of Status or new hire of a Family Member, affected Department Heads shall reasonably monitor and regulate both Family Members' conduct and performance for a period of one year from the date of the Department Head's determination. The Department Head shall document these actions. Successive Department Heads may re-visit such a determination at their discretion.

b. If the Department Head determines, subject to any applicable requirements of due process, that an employee has engaged in Prohibited Conduct, the Department Head shall reevaluate his/her prior determination, and may take one or more of the following additional measures:

i. Transfer one of the Family Members to a similar position that would not be in violation of this policy. The transfer will be granted provided the Family Member qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level.

ii. If the situation cannot be resolved by transfer, one of the Family Members must separate from City employment. If one of the employees does not voluntarily resign, the employee with primary responsibility for the Prohibited Conduct will be discharged.

c. Department Heads who receive complaints from other employees that one or more Family Members has engaged in Prohibited Conduct shall respond in accordance with existing complaint and disciplinary procedures, where applicable.

d. Where situations exist prior to the effective date of this Section that may be in conflict with this Section, every effort shall be made to reasonably address the situation so as to avoid any future conflict.

6. Appeal of Department Head Determination. Current Employees and Applicants affected by the application of this Section, may appeal the action of the Department Head to the City Manager within ten days of the action. The City Manager shall hear the individual's concerns and issue a written decision within 30 days of the receipt of the individual's appeal. The decision of the City Manager is final, and no other appeal may be had unless the employee is entitled to further administrative appeal under other provisions of these Personnel Rules.

7. Employee Complaints. Employees who believe that they have been adversely affected by Prohibited Conduct by one or more Family Member should submit complaints to a Department Head or to the Personnel Officer.

8. Savings Clause. Should any provision of this Section, or any application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision, but in all other aspects, the provisions of this Section shall continue in full force and effect.

B. **Consensual Romantic Relationships Between Employees.**

1. General. Consensual romantic or sexual relationships between City employees can lead to misunderstandings, complaints of favoritism, adverse effects on employee morale, and possible claims of sexual harassment during or after termination of the relationship. As a result, such relationships present existing or potential conflicts that adversely affect efficient operation of the City. Relationships that present an actual conflict under this Section are therefore prohibited.

2. Application. This section shall apply to all City employees, regardless of gender or sexual orientation, who have a romantic or sexual relationship

with another City employee. The provisions of Section A of this Rule regarding nepotism shall govern employees who marry or become domestic partners with another City employee.

3. Definition of Conflict. For purposes of this section, a conflict exists if business issues of supervision, safety, security, and/or morale would be impacted by a romantic or sexual relationship between two employees.

4. Supervisor's Duty to Report. If a romantic or sexual relationship exists between a Supervisor and another employee (including another Supervisor), the Supervisor shall promptly disclose the relationship to the Personnel Officer and request a determination as to whether the relationship presents a conflict. The disclosure must identify the names and positions of both employees. A Supervisor's failure to comply with this section shall be grounds for discipline up to and including termination.

5. Determination by City Manager. Within five working days, the City Manager shall issue a written determination as to whether the relationship presents a conflict, and is thereby prohibited. The City Manager shall have exclusive discretion in making the determination.

6. Resolution of Conflicts. Subject to limitations imposed by the Municipal Code and applicable provisions of these Personnel Rules, the City Manager will attempt in good faith to work with the Supervisor and the other employee to consider options to eliminate the conflict, including removing the Supervisory authority that created the conflict, reassignment, transfer or voluntary demotion of a Supervisory employee, or where the City Manager determines that modification of a Supervisor's assignment is not feasible, reassignment, transfer or voluntary demotion of a non-Supervisory employee. The City Manager retains discretion to determine that the conflict may be resolved via voluntary resignation or termination only.

7. Prohibited On-Duty Conduct. All City employees are prohibited from engaging in intimate, physical, or other conduct in furtherance of a romantic or sexual relationship with another City employee at work locations during work hours. Moreover, upon termination of a sexual or romantic relationship with another City employee, employees are prohibited from engaging in behavior that adversely affects the working conditions of any City employee. In general, all employees are expected to observe appropriate standards of workplace conduct in their interactions with other City employees.

8. Complaints. Employees who believe that they have been adversely affected by romantic or sexual relationships between City employees should follow the complaint procedures provided under the City's Policy

Against Harassment, Discrimination, and Retaliation. The complaint procedures are available to all employees regardless of their past or present participation in a romantic or sexual relationship with another City employee.

RULE IX.PERFORMANCE EVALUATIONS.

A. **Policy**. It is the policy of the City that regular evaluations be made as to the efficiency, competency, conduct and merit of its employees. To this end, it is the responsibility of the City Manager, the Department Heads and their subordinate supervisors that these evaluations be made. It is the responsibility of the Personnel Officer to provide and prescribe the forms and procedures to be used in such evaluations of performance and to assist in the training of supervisory personnel so that the program of performance evaluation will be carried on in a sound and effective manner.

B. **Authority to Make Evaluations**. The City Manager or his/her designee shall have the authority to prepare performance evaluations. He/she may, however, delegate such authority to such subordinate supervisory employees who are most familiar with work of the employees to be evaluated, provided that he/she shall review and approve all performance evaluations of personnel under his/her jurisdiction.

C. **Time for Performance Evaluation**. An annual performance evaluation may be prepared and received before the employee's salary anniversary date, and shall evaluate the employee's performance in the last year. If the employee receives a rating of (or equivalent to) "improvement needed" or "unsatisfactory" in his/her annual performance evaluation, his/her supervisor shall be responsible for conducting an additional performance evaluation three months from receiving such rating and again three months subsequent to that. In addition, the employee may be given a performance evaluation at any other time during the year at the discretion of the appointing authority.

D. **Postponement of Performance Evaluation**. Unless otherwise required by law, the use of any leave of absence in excess of 30 consecutive days shall cause the date of the employee's performance evaluation to be extended by the same period of time that the employee was absent.

E. **Review with the Department Head**. A performance evaluation must be submitted for review by, and be approved by, the Department Head before the performance evaluation is provided to or discussed with an employee.

F. **Review with Employee**. Each performance evaluation shall be presented by the supervisor who prepared it and discussed with the employee. The employee shall sign the evaluation to acknowledge its contents. Such signature shall not necessarily mean the employee endorses the content of the evaluation. Employees may not appeal or grieve the contents of a performance evaluation or

the rating(s) received by the employee. Employees who disagree with the contents of their performance evaluation shall have the right to attach a written statement explaining the basis of their disagreement to the performance evaluation.

G. **Retention of Performance Evaluation**. After review and approval of the appointing authority, the performance evaluation, as well as any written statement provided by the employee, shall be made a part of the employee's personnel file.

H. **Effects of "Improvement Needed" and "Unsatisfactory" Ratings**.

1. Any employee who receives an "unsatisfactory" or "improvement needed" rating will not be eligible to be appointed off of any eligibility list until a satisfactory rating is established.

2. Any employee who receives an "unsatisfactory" or "improvement needed" rating will not receive any merit salary increase during the period following the report, except as provided in Rule IX.H.3.

3. If an employee who has been denied a merit salary increase improves his/her performance to such an extent that the appointing authority believes a merit salary increase is now justified, the appointing authority shall indicate the improvement on a report of performance form and may specifically award a merit salary increase. Additionally, in awarding the merit salary increase under this subsection, the appointing authority may change the merit salary increase anniversary date to the date of the award of the merit salary increase or may permit the anniversary date to remain the same. Any merit salary increase awarded under this subsection shall not be made retroactive.

RULE X. WORKWEEK, HOURS OF WORK AND OVERTIME.

A. **FLSA Classification**. The Personnel Officer shall designate those positions which are exempted from the provisions of the Fair Labor Standards Act ("FLSA") based on an assessment of the duties of each position. This designation will be expressed in the job description for the position.

B. **Work Schedules and Workweek**.

1. The City Work Schedules include a standard 5/8 schedule and an alternative 4/10 schedule.

a. Alternative 4/10 Workweek and Work Schedule.

i. The City has adopted a 4/10 work schedule for most employees, which consists of ten hours per day, four days per week.

ii. All City Hall employees are assigned to work a 4/10 work schedule. Employees assigned to work a 4/10 work schedule will work Monday through Thursday, 7:00 a.m. to 6:00 p.m. with Fridays off. At the direction of the City Manager, some employees may be required to work a different schedule due to the requirements of their job classifications or department responsibilities. Any such variation to the standard 4/10 work schedule must be memorialized in writing.

iii. The workweek for employees assigned to a 4/10 work schedule shall be seven consecutive days, 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday. Time worked by non-exempt employees in excess of 40 hours in a workweek shall constitute overtime.

b. Standard Workweek and Work Schedule.

i. The standard 5/8 work schedule consists of eight hours per day, five days per week.

ii. All City cemetery employees are assigned to work a standard work schedule. Employees assigned to work a standard work schedule will work Monday through Friday, 7:00 a.m. to 3:30 p.m. At the direction of the City Manager, some employees may be required to work a different schedule due to the requirements of their job classifications or department responsibilities. Any such variation to the standard work schedule must be memorialized in writing.

iii. The workweek for employees on the standard work schedule shall be seven consecutive 24-hour periods, starting at 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday. Time worked by non-exempt employees in excess of 40 hours in a workweek shall constitute overtime.

C. **Daily Hours of Work/Shifts**. Daily hours of work or shifts for employees within departments shall be assigned by Department Heads as required to meet the operational requirements of such departments. The City reserves the right to regulate and/or change the designation of the specific hours or days to be worked by any employee, and no such change in the scheduling of days or hours worked shall be deemed to constitute overtime, provided the total number of hours and days does not exceed those specified as constituting the standard work year, work period, work week and workday hereunder.

D. **Changes in Work Schedules**. The City reserves the right to establish and modify work schedules in order to meet the varying needs of the different City

departments. Except in the case of an emergency, Department Heads must provide employees with at least 30 days' notice before changing an employee's work schedule. If the needs of the City require that a position be assigned to work a different work schedule or have a different workweek than the two set forth in this Section, the City Manager, in consultation with the Department Head, may designate the work schedule and workweek for employees in that position in writing. Any additional alternative workweeks shall be designated by administrative policy adopted by the City Manager.

E. **Meal Periods**. Non-exempt employees are entitled to unpaid meal periods during which they shall be entirely relieved of responsibilities and restrictions. Such time shall not constitute hours worked, and no monetary compensation, or any other compensation in addition to the employee's basic pay for overtime, shall be given to any employee for or on account of any of his/her meal periods.

1. Non-exempt employees shall be entitled to a 60-minute unpaid meal period during each work shift which exceeds 8 hours.

2. Supervisors shall schedule meal periods to ensure appropriate coverage.

3. Employees shall take reasonable measures wherever feasible to avoid the need for work to be performed during meal periods. Where required, time spent on such work shall be kept to a minimum, and may only occur with the prior written authorization of a Department Head. Non-exempt employees who work during their meal periods shall be paid for time worked.

F. **Rest Periods**. Except where unusual operational demands prevent a rest break, non-exempt employees are entitled to two 15-minute paid rest periods during each workday. Rest periods shall not be combined or added to employees' meal periods. Rest periods shall also not be added to the beginning or end of an employee's shift.

G. **Overtime**. Non-exempt employees shall be entitled to overtime at the rate of one and one-half his/her regular hourly rate of pay for each hour worked in excess of 40 hours in any one workweek. Employees are not entitled to compensatory time off in lieu of overtime. Exempt employees are not eligible to receive overtime compensation.

1. Calculation of Hours Worked. For the purposes of overtime compensation, "hours worked" shall only include those periods of time that the employee is required to be on duty or to be on the City's premises or at a prescribed workplace, and all time during which an employee is suffered or permitted to work. As such, paid time off, including for example, time spent on a paid leave of absence, sick leave, holidays and vacation, shall not be included in the calculation of hours worked.

2. Approval of Overtime. It is the policy of the City to avoid the necessity for overtime work whenever possible. Employees shall take reasonable measures wherever feasible to avoid the need for work to be performed outside of their regularly scheduled shifts.

Employees shall not perform work outside of their regularly scheduled shifts or in excess of 40 hours in a workweek unless requested to do so by their Department Head or with advance written authorization from their Department Head. This requirement applies to, but is not limited to:

a. Work performed before the start of the shift;

b. Work performed during meal periods;

c. Work performed after the end of the shift; and

d. Other work performed "off the clock" including work performed at home.

Time spent on such work outside an employee's regularly scheduled shift shall be kept to a minimum. Department Heads are required to notify the Finance Department of any approved overtime at the end of the workday in which overtime is worked.

RULE XI. LEAVES OF ABSENCE.

A. **Effect of Leave of Absence**.

1. Effect of Leave of Absence on Employment Benefits.

a. Fully Paid Leave. Unless otherwise required by law, an employee on a leave of absence who continues to receive full compensation through the use of his/her accrued leave banks will continue to receive full employment benefits. Such employment benefits may include, but are not limited to, the accrual of paid leaves, accrual of seniority, and cafeteria contributions which remain at the rate the employee would receive if he/she was working his/her normal work schedule.

b. Partially Paid Leave. Unless otherwise required by law, an employee on a paid leave of absence who is receiving less than full compensation from the City through the use of his/her accrued paid leaves shall receive a prorated share of his/her employment benefits, including, but not limited to, the accrual of paid leaves, accrual of seniority, cafeteria contributions, or supplemental pay.

c. Unpaid Leave. Unless otherwise required by law, an employee on an unpaid leave of absence shall not accrue any employment

benefits, including, but not limited to, the accrual of paid leaves, accrual of seniority, cafeteria contributions, and supplemental pay.

2. Effect of Leave on Performance Evaluations and Merit Increases. Unless otherwise required by law, the use of any leave of absence in excess of 30 consecutive days shall cause the date of the employee's performance evaluation, and merit increase, if relevant, to be extended by the same period of time that the employee was absent.

B. **Unauthorized Absences**. Any employee absent from his/her job for more than three consecutive working days without prior permission of the Department Head may be considered to have voluntarily resigned from his/her employment with the City. Any unauthorized absence may be cause for disciplinary action as provided in these personnel rules.

C. **Holidays**.

1. Holidays Observed. The following days shall be recognized and observed as paid holidays:

   a. New Year's Day (January 1)
   b. Martin Luther King Jr. Day
   c. Presidents' Day
   d. Memorial Day
   e. Independence Day (July 4)
   f. Labor Day
   g. Veterans Day (November 11)
   h. Thanksgiving Day
   i. Day after Thanksgiving Day
   j. Christmas Eve (December 24)
   k. Christmas Day (December 25)

   In December of each year, the City Manager will send a list of dates that holidays will be observed for the following calendar year. When a holiday falls on day that the City (or a Department in the City) is regularly closed (such as a Saturday), the City Manager will designate an alternative date that will be observed as the holiday. Employees on different schedules may be provided with different days on which to observe the holiday.

2. Amount of Holiday Pay. Employees shall receive one day's pay for each of the holidays listed above for the number of hours they would have been regularly scheduled to work.

3. Work Performed on a Holiday. An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at regular salary for all time actually worked on the date the holiday is observed. In addition, the employee shall receive one floating holiday.

a. Amount of Floating Holiday. An employee assigned to a 4/10 schedule shall receive ten hours of floating holiday time. An employee assigned to a 5/8 schedule shall receive eight hours of floating holiday time.

b. Compensation for Unused Floating Holidays. Any unused floating holidays will be cashed out on June 30th of each year at the employee's then-current rate of pay.

D. **Vacation**.

1. Full-time employees in all classifications shall accrue vacation, on a daily basis, according to the following schedule:

   a. From the date of hire through five years of service: 80 hours per year.

   b. Beginning the sixth year through 10 years of service: 120 hours per year.

   c. Beginning the 11th year of employment: 160 hours per year. Vacation accrues on a pro rata basis during each pay period.

2. The maximum number of vacation days that may be accumulated by an employee is 320 hours. Once an employee reaches the maximum accumulation, he/she shall cease vacation accrual until his/her total number of vacation hours falls below the maximum allowable.

3. A maximum of 80 hours of vacation per calendar year may be converted to compensation and shall be paid at the employee's rate of pay at the time of the conversion with a balance of 40 hours payable up to twice a year, per the budgetary schedule.

4. At termination of employment for any reason, the City shall compensate the employee for the employee's accumulated, but unused, vacation time at the employee's base rate of pay at the time of termination.

5. If a holiday falls on a work day during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

6. Vacations may be scheduled at any time during the year upon approval of the City Manager or his/her designee.

7. Part-time employees shall accrue vacation leave on a pro rata basis based on the number of hours they are regularly scheduled to work.

E. **Sick Leave**.

1. Applicability. This Section applies to full-time employees. Sick leave for part-time employees is set forth in a separate policy.

2. Definitions.

   a. Family Member. Family Member shall include any of the following: a biological, adopted, or foster child, stepchild, legal ward, a child to whom the employee stands in loco parentis, or a child of a domestic partner, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; a sibling; and a father-in-law, mother-in-law, sister-in-law, brother-in-law, or any other person who is a legal dependent of the employee. Exceptions to this definition shall be reviewed and possibly approved by the City Manager.

3. Sick Leave Accrual. Employees shall earn eight (8) hours of Sick Leave per month of full-time service, unless otherwise required by law. Employees shall be compensated for using Sick Leave at their regular rate of pay for the workweek in which the employee uses Sick Leave, whether or not the employee actually works overtime in that workweek, on the payday for the next regular payroll period after the Sick Leave was taken.

4. Carryover and Cap on Accrued Sick Leave. Unused Sick Leave shall be carried over from calendar year to calendar year with a maximum Sick Leave bank of 320 hours. Once an employee's Sick Leave bank reaches maximum accrual, the employee shall cease Sick Leave accrual until the total number of Sick Leave hours falls below the maximum allowable.

5. Permitted Uses of Sick Leave. Upon the verbal or written request of an employee, the City shall permit eligible employees to use earned Sick Leave for the following purposes:

   a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.

   b. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

c. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

d. For bereavement leave in the event of death of an employee's family member, as long as the employee has exhausted all other available paid leaves of absence.

6. Work-related Injury or Illness. When an injury or illness is job-related, the employee shall be charged with Sick Leave usage only to the extent that their salary is not covered by worker's compensation.

7. Request for Sick Leave.

a. An employee shall contact his or her immediate supervisor prior to or within one hour of the commencement of their work shift, or as soon as practicable, to report the need for Sick Leave for a Permitted Purpose. If no immediate supervisor is available, an employee shall contact his or her department head. Consideration shall be given to emergency situations that restrict the employee from contacting his or her immediate supervisor within the first hour of work including, but not limited to: accident, injury, or hospitalization.

b. If the need for Sick Leave unforeseeably arises at an employee's work site, the employee shall notify his or her immediate supervisor before the employee leaves the work site due to a Permitted Purpose prior to completion of the work shift, or as soon as practicable.

c. When an employee has advance notice of the need for Sick Leave, such as when scheduling non-emergency medical or dental appointments, the employee is required to notify his or her supervisor at least one working day in advance of his or her need for Sick Leave. Employees are encouraged to schedule medical and dental appointments outside normal working hours if possible.

d. Employees are not responsible for finding other employees to cover shifts due to their use of Sick Leave.

8. Verification of Continuing Need for Sick Leave. In cases where an employee uses Sick Leave for four or more consecutive days, or when the employee has been frequently absent (more than four cumulative days in a calendar year), the City Manager or supervisor may require verification that the Sick Leave is needed for a Permitted Purpose.

9. Minimum Increments of Sick Leave. The minimum charge to an employee's Sick Leave account shall be one-half hour, and will be rounded up to the next half hour. For example, an employee who is gone from work for two hours and ten minutes will be charged two and one-half hours of Sick Leave.

10. Notice of Available Sick Leave. An employee's paystub will display the amount of available Sick Leave.

11. No Lending of Sick Leave. The City will not lend or advance Sick Leave to any employee prior to accrual.

12. No Compensation for Unused Sick Leave. No employee shall be compensated for, or allowed to exhaust any earned Sick Leave upon resignation, retirement, termination, dismissal, lay-off or death.

13. Reinstatement of Unused Sick Leave. Any unused Sick Leave at separation shall be reinstated upon return to active status with the City occurring within no more than 12 months of separation. The employee shall be entitled to use the reinstated Sick Leave and to accrue additional Sick Leave upon rehiring. Use of any reinstated Sick Leave is governed by the provisions in Section X1.E of these Personnel Rules.

14. Records Documenting Hours Worked and Sick Days Accrued and Used. The City shall keep records documenting the hours worked and Sick Leave earned and used by an employee for 3 years.

15. Employee Inspection of Records Pertaining to Sick Leave. Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

16. Partial Cash Out of Sick Leave Upon Termination.

    a. Executive Level Employees. Executive employees, as defined in the benefits ordinance, will be permitted to cash out part of their sick leave upon termination in accordance with this Section. Unless he/she is terminated for cause, the City shall compensate the executive employee for 50% of the executive employee's accumulated, but unused, sick leave at the executive employee's base rate of pay at the time of termination. Sick leave that is

converted to CalPERS service credit cannot be included in this partial cash out.

b. All Other Employees. Employees, other than executive employees, will be permitted to cash out part of their sick leave upon termination in accordance with this Section. Employees shall become eligible for this partial cash out of sick leave upon completion of five years of continuous service with the City of Wildomar. Unless he/she is terminated for cause, the City shall compensate the employee for 50% of the employee's accumulated, but unused, sick leave at the employee's base rate of pay at the time of termination. Sick leave that is converted to CalPERS service credit cannot be included in this partial cash out.

17. Abuse of Sick Leave. Abuse of Sick Leave may be grounds for discipline. Abuse will be determined on a case-by-case basis. Sick Leave abuse may include, but is not limited to, failure to abide by the provisions of this rule, and use of Sick Leave for purposes other than the Permitted Purposes described in this Section.

F. **Bereavement Leave**. Upon request to his/her Supervisor, an employee shall be eligible to receive necessary time off, not to exceed 40 hours per year, to arrange for or attend a funeral of a member of his/her immediate family. These 40 hours of bereavement leave, shall be with pay and shall not be chargeable to any other leave balance. Bereavement leave shall not exceed 40 hours per year. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, brother-in-law, sister, sister-in-law, spouse, domestic partner, child, grandparent, grandchild, legal guardian or legal ward.

G. **Military Leave**. Military leave with or without pay shall be granted in accordance with Section 395 of the California Military and Veteran's Code and the Uniformed Services Employment and Reemployment Rights Act. In addition, leave for military exigency or military caregiver shall be granted in accordance with the Family and Medical Leave Act, as set forth in the City's FMLA/CFRA/PDL Administrative Policy, pursuant to Rule XI.J.

H. **Jury Duty**.

1. An employee summoned for jury duty will immediately notify the City Manager. While serving on a jury, he/she will be given a leave of absence with pay for up to ten days of jury duty. Such leave of absence with pay is conditional upon the employee returning to work upon his/her dismissal each day to complete his/her normal work day. Employees who fail to return to work are required to use other accrued paid leaves for that period of the employee's absence. Such leave is also conditional upon

the employee's conveyance to the City of any compensation received as a juror, not including any travel allowance received.

2. An employee required to serve on a jury for longer than ten days may elect to use any accrued paid leaves, other than sick leave, for the time spent on jury duty after the ten days of jury duty paid leave have been exhausted. An employee is not required to convey compensation received as a juror in this circumstance

I. **Pregnancy Disability Leave**. Employees who are disabled due to pregnancy, childbirth, or related medical conditions shall be granted leave in accordance with the California Pregnancy Disability Leave Law, the Family Medical Leave Act, and the California Family Rights Act. The full provisions governing such leave will be set forth in an administrative policy.

J. **Family Care and Medical Leave**. Employees shall be granted family care or medical leave in accordance with the Family Medical Leave Act and the California Family Rights Act. The full provisions governing such leave will be set forth in an administrative policy.

K. **Leave of Absence Without Pay**. The Personnel Officer, in his/her discretion, may grant an employee leave of absence without pay for up to three months. After the initial three months of leave of absence without pay, the Personnel Officer may, in his/her discretion, extend the leave for up to nine additional months in a maximum of three-month increments. However, unless otherwise required by law, in no circumstances shall the total amount of unpaid leave be longer than 12 months. The Personnel Officer may require sufficient documentation establishing the employee's need for leave.

1. Exhaustion of Paid Leaves.

   a. Non-medical Leave of Absence Without Pay. An employee requesting leave under this section for nonmedical reasons is required to fully exhaust all of his/her paid leaves, except sick leave, in order to be eligible to receive a leave of absence without pay.

   b. Medical Leave of Absence Without Pay. An employee requesting leave under this section for medical reasons is required to fully exhaust all of his/her paid leaves, including sick leave, in order to be eligible to receive a leave of absence without pay.

2. Accrual of Benefits. Leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the

same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward by an amount equal to the days of unpaid leave taken by the employee. Failure to Return from Leave. If an employee takes any action during his/her leave that is inconsistent with an intention to return to employment with the City, such as accepting full-time employment with another employer, he/she will be considered to have voluntarily terminated his/her employment. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service of that employee, unless such leave is extended.

L. **Management Leave**. As compensation for the unique nature of their jobs, the City provides Management Leave in the form of additional time off, as follows:

1. Employees in the executive classification, as defined in the Benefits Ordinance, shall receive 80 hours of management leave per calendar year.

2. Employees in the management classification, as defined in the Benefits Ordinance, shall receive 60 hours of management leave per calendar year.

Management leave shall vest on July 1st of each year. Management and supervisory employees hired during the fiscal year shall be credited with a prorated number of administrative leave hours based on the number of months of the fiscal year for which the individual is employed. One day worked in a particular month shall be considered as qualifying for that month.

Management leave cannot be carried forward from year to year, and any unused leave will be cashed out on June 30th of each year.

M. **Fitness for Duty Leave.**

1. Purpose/Policy. Employees are expected to report to work fit for duty, which means able to perform their job duties in a safe, appropriate, and effective manner, free from adverse effects of physical, mental, emotional, and/or personal problems. This Rule is intended to provide a safe environment and protect the health and welfare of employees and the public. If an employee feels that he/she is not fit to perform his/her duties, he/she must notify his/her supervisor immediately.

2. Reasons for Fitness for Duty Leave. A fitness for duty examination may be ordered in any of the following situations:

a. An employee returns from a medical leave of absence of more than five working days.

b. An employee is involved in the interactive process with the City under Rule III.C.

c. Supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with the public, co-workers, and supervisors.

d. Fitness for duty examinations based on a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol shall be conducted in accordance with the City's Drug-Free Workplace Policy.

3. Procedures for Ordering a Fitness for Duty Examination. When a supervisor becomes aware of or observes behavior that makes him/her reasonably suspect that the employee may not be fit for duty, the supervisor shall refer the employee to the Personnel Officer who will determine whether a fitness for duty examination is necessary and should be scheduled. If the circumstances warrant it, the Personnel Officer may place the employee on a paid or unpaid leave pending the results of the employee's fitness for duty examination. The examination shall be paid for by the City.

4. Procedure Following Receipt of Examination Results. The doctor examining the employee shall be limited to finding the employee "fit for duty" or "fit for duty with restrictions" or "unfit for duty." In the case of finding an employee fit for duty, the doctor may issue work restrictions. In no case shall the doctor reveal the underlying cause of the fit or unfitness for duty without the employee's permission.

a. Fit for Duty. If the doctor finds the employee is fit for duty, the employee shall return to work immediately and perform all duties of his/her position.

b. Fit for Duty with Restrictions. If the doctor finds the employee is fit for duty with restrictions, the doctor shall specifically list what restrictions are necessary and for how long those restrictions are necessary. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Rule III.C. The City shall then evaluate those restrictions and determine if the restrictions can be reasonably accommodated.

c. Unfit for Duty. If the employee is found to be unfit for duty, he/she shall not be permitted to work. He/She may request a leave of absence in accordance with the appropriate subsection of this Rule. If the employee can provide certification of fitness for duty prior to the exhaustion of all paid and unpaid leave that he/she is entitled to under these Personnel Rules, the employee shall be returned to work. However, if such certification is from the employee's own health care provider, the City may request a second opinion from a doctor of its choosing and at its cost to evaluate the employee under the requirements of this section. If the two certifications conflict, a third opinion will be sought from a doctor chosen by the City and the employee, at the expense of the City. The opinion of fit or unfit rendered by the third doctor shall be binding. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Rule III.C.

RULE XII.LAYOFF/SEPARATION/RETIREMENT

A. **Layoff**. Whenever, in the judgment of the City Council, it becomes necessary to abolish any position or employment, the employee holding such position or employment, may be laid off without disciplinary action and without the right of appeal, unless otherwise required by law. The City Manager shall determine the class and number of positions within each class to be affected, as well as the effective date of the layoff.

1. Notification. Employees to be laid off shall be given, whenever possible, at least 14 days prior notice.

2. Order of Layoff. In each class of position, employees shall be laid off according to the needs of the service as determined by the Department Head and the Personnel Officer.

3. Reemployment List. The names of persons laid off or demoted in accordance with this section shall be entered upon a reemployment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by every Department Head when a vacancy arises in the same or lower class of position before certification is made from an eligible list or starting a recruitment. Names of persons laid off shall be carried on a reemployment list for one year, except that persons appointed to a position of the same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse reemployment shall be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for one year.

B. **Resignations**. Resigning employees shall be required to file a written resignation stating the effective date and reason(s) at least two weeks prior to leaving the City's service, unless the time limit is waived by the City Manager. The resignation date should be the last day the employee actually worked.

C. **Terminations**. The City Manager may terminate any employee at any time with or without cause and with or without notice.

D. **Retirement/Disability Retirement**. In accordance with the City's contract with the California Public Employees' Retirement System (CalPERS), employees who meet the age and service credit minimums may qualify for a service retirement from CalPERS. Under CalPERS laws, an employee who is unable to perform his/her job because of an illness or injury which is expected to be permanent or last indefinitely, may be entitled to receive a disability retirement.

RULE XIII. ETHICAL STANDARDS

A. **Outside Employment, Enterprise, or Activity**. In accordance with California Government Code Title 1, Division 4, Chapter 1, Article 4.7, no employees may engage in any outside employment, enterprise, or activity that is inconsistent, incompatible, in conflict with, or adverse to his/her employment, their ability to perform their duties and responsibilities, including performance of overtime work and emergency duties, or any other aspect of City operations.

1. Employees are required to notify their Department Head in writing of all outside employment in which they are engaged, regardless of when that outside employment began, so that the City may assess whether such outside employment conflicts with the employee's City employment. An employee's outside employment, enterprise, or activity will be prohibited when any of the following are present:

   a. It involves the use for private gain or advantage of his/her City time, facilities, equipment and/or supplies; or the badge, uniform, prestige, or influence of his/her City employment;

   b. It involves the receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his/her City employment or as part of his/her duties as a City employee;

   c. It involves the performance of an act, in other than his/her capacity as a City employee, which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the City; or

d. It involves the time demands as would render performance of his/her duties as a City employee less efficient.

2. When outside employment is reported to a Department Head, the Department Head shall notify the Personnel Officer of all pertinent details of the outside employment. The Personnel Officer shall determine whether the employee's outside employment conflicts with the performance of his/her duties, and shall advise the employee and the Department Head of his/her determination in writing. An employee who is unsatisfied with the decision of the Personnel Officer may appeal the decision to the City Manager. An employee wishing to appeal this determination must file a written appeal to the City Manager within 10 days of receipt of the Personnel Officer's decision. The City Manager shall meet with the employee and determine whether the employee's outside employment conflicts with the performance of his/her duties. The City Manager shall advise the employee, the Department Head, and the Personnel Officer of his/her determination in writing within 15 days of meeting with the employee.

B. **Political Activities**. Consistent with the provisions of California Government Code Title 1, Division 4, Chapter 9.5, employees may not engage in political activity during working hours, while on City property on which members of the public would not be entitled to engage in political activities, or while in uniform.

C. **Contracts and Conflicts of Interest**. In accordance with California Government Code Title 1, Division 4, Chapter 1, Article 4, no City employee can be financially interested in any contract made by him/her in his/her official capacity, or by any body or board of which he/she is a member. All employees of the City are required to adhere to the provisions of Article 4 of Title 1, Division 4, Chapter 1 of the Government Code.

D. **Conduct During the Workday**. During the workday, employees are expected to devote their full time in the performance of their assigned duties. Any approved outside work, part-time job, hobbies, or personal business must be performed during off-duty hours. Off-duty hours include unpaid lunch break periods, but do not include other rest or break periods during which the employee continues to receive pay.

E. **Employees with Access to Confidential Information**. In performing their duties, employees may have access to confidential information, including, but not limited to, employees' personnel files and the personal or financial information of other City employees or persons who do business with the City. In addition, some City employees will be involved in some communications with the City Attorney's Office, which can be protected by the attorney-client privilege. Employees with such access are required to keep such information confidential.

F. **Solicitation of Political Contributions**. Consistent with the provisions of California Government Code Title 1, Division 4, Chapter 9.5, no City employee may knowingly, directly or indirectly, solicit a political contribution from a City employee, City officer, or person on an employment list. However, this does not prohibit City employees from requesting political contributions if the solicitation is part of a solicitation made to a significant segment of the public, which may include City employees. This also does not prohibit a City employee from soliciting or receiving political funds or contributions to promote the passage of or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of City employees, provided that such solicitation cannot occur during working hours or while on City property. For purposes of this section, "contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes.

RULE XIV. DISCIPLINARY ACTIONS

A. **Reason for Disciplinary Action**. While the City maintains an at-will employment environment, the City also reserves the right to take disciplinary actions against any employee. Disciplinary measures may be taken for any good and sufficient cause. Cause may include, but is not limited to, violation of the personnel ordinance or of these personnel rules or any policies, procedures, personnel rules and/or regulations of the employee's department, any act of insubordination or act detrimental to the public service, refusal or inability to comply with the duties of the position occupied by the employee, or any other type of misfeasance, malfeasance or nonfeasance relating to his/her duties, office or position.

B. **Types of Disciplinary Actions**. The City employs a disciplinary system, which includes a variety of levels of disciplinary actions, up to and including termination of employment. However, nothing in this disciplinary policy should be interpreted in any way that would affect the employee's at-will employment status. Notwithstanding any provision of this policy, all employees may be terminated at any time, with or without notice, and with or without cause. The City may take any of the following types of disciplinary actions against its employees:

1. Verbal Reprimand. Verbal reprimand as a disciplinary action means the employee is informed of his/her poor performance or misconduct verbally by his/her supervisor.

2. Written Reprimand. Written reprimand as a disciplinary action means an official notification to the employee that there is cause for dissatisfaction with his/her services and that further disciplinary measures may be taken if such cause is not corrected. Official reprimand shall be given in the

manner prescribed by the Personnel Officer. Reprimand notices shall be made a part of the employee's official personnel record.

3. Suspension Without Pay. Suspension without pay shall be a temporary separation from City service.

4. Reduction In Range. Reduction in step within range as a disciplinary measure is the withdrawal of increments granted for merit, efficiency and length of service. Reduction in pay shall become effective on the first pay period following the effective date of the disciplinary action.

5. Involuntary Demotion. Demotion without consent shall include a reduction in classification or rank, with commensurate reduction in salary.

6. Termination. Termination is the permanent dismissal of an employee from the City service by the City Manager.

C. **Authority for Disciplinary Actions**.

1. The Department Heads and/or City Manager shall have authority to take disciplinary action and they may delegate to certain of their subordinate supervisory employees the authority to make official reprimands. Only the City Manager may terminate employees.

2. The Personnel Officer shall be notified of any contemplated disciplinary action prior to the time it is taken.

D. **Notice of Disciplinary Action**. When disciplinary action is to be taken against an employee, the Department Head or City Manager shall notify the employee in writing of the disciplinary action to be taken, the reasons for the disciplinary action, and the effective date of such disciplinary action, if applicable. Because all employees are at-will, there is generally no right to challenge disciplinary action. However, in certain circumstances, the employee may be entitled to a name-clearing hearing before the Personnel Officer. If the employee satisfies the criteria in Rule XIV.E.1., the City shall provide the employee with at least five days' notice of its intent to discipline the employee. During those five days, the employee may request a name-clearing hearing. If the employee does not request a name-clearing hearing, then he/she will have been deemed to have waived his/her right to said hearing. If the employee requests a hearing in accordance with Rule XIV.E., then the Personnel Officer will make all necessary arrangements for the hearing prior to imposing the disciplinary action. If the employee does not meet the criteria set forth in Rule XIV.E.1., then he/she is not entitled to any hearing, appeal, or waiting time before the disciplinary action is imposed on the employee.

E. **Name-Clearing Hearing**. In certain circumstances, an employee may be entitled to a name-clearing hearing before the disciplinary action is imposed by the City.

In such circumstances, the employee will be entitled to a name-clearing hearing in accordance with this Section.

1. Criteria for Entitlement to a Name-Clearing Hearing. In accordance with state and federal law, when the following three elements are present, the employee is entitled to a name-clearing hearing:

   a. A stigmatizing charge.

   b. The employee's denial of the stigmatizing charge.

   c. Public disclosure of the stigmatizing charge.

2. Name-Clearing Hearing. If the employee has satisfied all three criteria set forth in Rule XIV.E.1., then the employee is entitled to a hearing in order to clear his/her name. If the employee desires a name-clearing hearing, he/she must file a written request with the Personnel Officer within five days of receiving notice from the City of its intent to impose disciplinary action. Failure to timely request a hearing shall constitute a waiver of the right to a hearing. The hearing shall be before the Personnel Officer. The employee is not entitled to a full evidentiary hearing, but is only entitled to the opportunity to clear his/her name of the stigmatizing charge(s). All name-clearing hearings shall be held in private unless the employee requests a public hearing in writing.

RULE XV. GRIEVANCE PROCEDURE

A. **Purpose of the Grievance Procedure**. The grievance procedure shall be used to resolve employee complaints regarding an alleged violation or interpretation of the City's personnel ordinance or these personnel rules. Specifically excluded from the grievance procedure are:

1. Performance evaluations;

2. Deferred merit salary increases;

3. Verbal counseling;

4. Policy decisions of the City Council;

5. Disciplinary actions;

6. Transfer to another position without a loss of pay; and

7. Matters for which there is a separate appeal.

B. **Grievance Procedure**.

1. Step 1. The employee shall inform, in writing, his/her immediate supervisor of his/her grievance and relevant facts within seven days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. The grievance must include a statement of the event causing the grievance; the personnel rule or provision of the personnel ordinance alleged to have been violated; the relief sought by the employee; and any potential witnesses. Failure to fully complete the grievance form may result in a delay in processing the grievance. At least one conference shall be held between the employee and his/her immediate supervisor after the employee has expressed his/her grievance. The supervisor shall advise the employee of his/her decision within 14 days following notification of the grievance.

2. Step 2. If the grievance is not satisfactorily resolved in Step 1, the grievant may, within seven days after receipt of his/her supervisor's response, submit the grievance to his/her Department Head. Such submittal shall be in writing and include the original of the grievance form. The grievance must include a statement of the event causing the grievance; the personnel rule or provision of the personnel ordinance alleged to have been violated; the relief sought by the employee; and any potential witnesses. After receipt of the grievance, the Department Head will meet with the grievant and make such investigation as is required. Within seven days of his/her meeting with the grievant, the Department Head shall return the original of the grievance form to the employee along with his/her written decision on the grievance.

3. Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievant may, within seven days of receipt of the Department Head's decision, submit the grievance to the Personnel Officer for consideration by the City Manager. Such submittal shall include the original of the grievance form; a statement of the event causing the grievance; the personnel rule or provision of the personnel ordinance alleged to have been violated; the relief sought by the employee; any potential witnesses; a written statement of any issues which are still in dispute; and the specific basis upon which the grievant takes issues with the position of his/her Department Head. The City Manager or his/her designee shall take such review and investigative action as he/she deems necessary and inform the grievant of his/her decision within 14 days of receipt of the grievance. The decision of the City Manager is final and no further appeal may be had by the employee.

C. **General Provisions**.

1. No retribution or prejudice shall be suffered by employees making good faith use of the grievance procedure.

2. Failure by management at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the grievant to proceed to the next step. The grievant shall be entitled to be present at all steps of the procedure.

3. Failure at any step of this procedure to appeal a decision on a grievance within specified time limits shall be deemed acceptance of the decision rendered, and the grievant waives all further appeal of the matter.

4. The time limits specified at any step in this procedure may be extended by mutual written agreement.

5. The original of the grievance form shall accompany all requests for institution of the next step in the grievance procedure, and shall be maintained in the employee's personnel file at the completion of the grievance procedure.

6. Communication with grievant shall be processed by personal signed receipt of document, certified mail or registered mail.

RULE XVI. EMPLOYMENT BENEFITS

A. **Health Benefits**. Accident, health, hospital, dental and vision insurance to cover non-occupational injuries and sickness for full-time employees will be provided by the City, as set forth in the benefits schedule.

1. Any employee who does not use his/her full allotment for medical, dental and vision benefits may apply the remaining amount to cover the costs of other insurances, such as supplemental insurance plans.

2. The City does not permit employees to take a “cash out” or “cash in lieu” of the medical, dental or vision insurance allotment.

3. The City contributes directly to the cost of health care premiums in accordance with Resolution 2010-48, or as may be subsequently amended. The City reserves the right to modify the contribution amount or to terminate its participation in the PEMHCA program at any time in accordance with the CalPERS rules.

B. **Retirement Benefits**. The City has contracted with the California Public Employees' Retirement System (CalPERS) for retirement benefits

1. Classic Members. Classic Members of CalPERS receive the 2.7 percent at age 55 retirement plan.

2. New Members. New Members of CalPERS receive the 2.0 percent at age 62 retirement plan.

RULE XVII. EDUCATIONAL ASSISTANCE

A. **Educational Reimbursement for Training and Advancement**.

The responsibility for developing training programs for employees is with the City Manager and Department Heads, jointly. When an educational course to be taken by an employee will benefit the City, the City Manager may authorize payment by the City of tuition charges and books. An "educational course" may include courses that are in furtherance of a degree, other college-credit courses, or training. In order to be eligible for educational reimbursement, the employee must obtain written approval of the City Manager prior to enrolling in any courses. Educational reimbursement shall not exceed $1,500.00 in any fiscal year, and is not compensation reportable for retirement purposes.

B. **Licenses and Certification Assistance**.

1. In cases of enrollment for any certification which is a condition of employment, the City shall pay required application fees in advance.

2. The cost of licensing fees, renewal fees, and test fees for all levels of certification are reimbursable, upon receipt of the certification or license. To obtain reimbursement after successful completion of the test/renewal/license process, the employee is responsible for submitting proof of payment for test fees, renewal fees, and license fees, along with proof of the certification or license, to the City Manager. In unusual circumstances, the City Manager may authorize the payment of the test/renewal/license fees in advance.

RULE XVIII. WORKPLACE VIOLENCE PREVENTION

A. Objective. The City is strongly committed to ensuring the safety of all City employees. Consistent with this policy, acts or threats of violence, including intimidation, harassment, and/or coercion which involve or affect City employees will not be tolerated and will be subject to appropriate disciplinary action up to and including termination. The following are the objectives of the City:

1. To ensure all workplace threats and violent behavior are addressed promptly.

2. To ensure the level of physical and facility security in City workplaces is sufficient to protect the health and safety of City employees.

3. To ensure that all disciplinary action taken for behavior prohibited under this Section is reviewed, evaluated, and administered consistently and equitably throughout the City and done so in a timely manner.

B. Threats or Acts of Violence Defined. A credible threat of violence is a knowing and willful statement or course of conduct that would place a reasonable person in fear for his/her safety, or the safety of his/her immediate family, and that serves no legitimate purpose. General examples of prohibited workplace violence include, but are not limited to the following:

1. Threatening to harm or harming an individual and/or his/her family, friends, associates, and/or their property.

2. Fighting or challenging another individual to a fight.

3. Intimidation through direct or veiled verbal threats, or through physical threats, such as obscene gestures, grabbing, and pushing.

4. Making harassing or threatening telephone calls; sending harassing or threatening letters, emails, or other correspondence.

5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City.

6. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for his/her safety, or the safety of his/her immediate family, as defined in California Civil Code section 1708.7.

7. Making a suggestion or otherwise intimating that an act to injure persons or property is appropriate behavior.

8. Possession of firearms (loaded or unloaded), weapons, or any other dangerous devices on City property. This includes look-alike weapons, such as toy guns. Weapons and dangerous devices may include, but are not limited to the following, when their possession or use is not expressly authorized by a City supervisor or manager: blackjacks, slingshots, metal knuckles, explosive substances, dirks, daggers, gas- or spring-operated guns, knives, folding knives having a blade that locks into place, razor blades, and clubs.

9. Use of a personal or City-issued tool or other equipment in a threatening manner toward another.

C. Reporting Workplace Violence. Any employee who is the victim of a threat or act of violence, or any employee who witnesses such conduct, should immediately report the incident to his/her Supervisor or other appropriate person in the chain

of command. Should the employee perceive that he/she is in immediate danger of a violent act, or has just been victimized by a violent act, or is a witness of a violent act, he/she shall as soon as possible:

1. Place themselves in a safe location.

2. If appropriate, call 911 and request immediate response of a police officer and be prepared to inform the police dispatcher of the circumstances and the exact location of where an officer is needed.

3. Inform a Supervisor, Department Head, or the Personnel Officer of the circumstances.

4. Complete a written report as soon as possible and submit the original copy to the Personnel Officer.

5. Cooperate fully in any administrative or criminal investigation, which shall be conducted within existing policy and laws.

D. Reporting Future Workplace Violence. Employees who have reason to believe they or any City employee may be the subject of a violent act in the workplace or as a result of their City employment, should immediately notify their Supervisor, Department Head, or the Personnel Officer.

E. Violation of Article. The City prohibition against threats and acts of violence applies to all persons involving City operation, including but not limited to City personnel, contract and temporary workers, vendors, and anyone else on City property. Violations of this Rule by any individual may be followed by legal action as appropriate, which may include, seeking a temporary restraining order and/or injunction on behalf of City employees if the situation warrants such action. In additional to appropriate legal action, violations of this Rule by employees, including making a false report under this Rule, may lead to appropriate disciplinary action, up to and including termination.

RULE XIX. DRUG-FREE WORKPLACE POLICY

It is the desire of the City that all work environments of employees be safe and productive and free of the influence of drugs and alcohol. The City is concerned with the physical safety of all employees, potential damage to property and equipment, mental and physical health of employees, productivity and work quality, medical insurance costs, and the harm done to employees and their families by drug and alcohol abuse. The full provisions regarding drugs and alcohol in the workplace will be set forth in an administrative policy.

RULE XX. ELECTRONIC COMMUNICATIONS POLICY

The City provides its employees with certain electronic communications devices. Employees should be aware that no computer usage including messages transmitted or

received on the computer system are private or confidential. The City's full policy regarding the use of electronic communications equipment will be set forth in an administrative policy.

RULE XXI. UNIFORMS AND EQUIPMENT

A. Uniforms. Certain employees are required to wear a uniform in the performance of their job duties. All uniforms are expected to be clean and in good repair. The City will furnish these uniforms to employees at the City's expense. The City will also be responsible for the maintenance, cleaning, and replacement of uniforms, at the City's expense.

City uniforms are not suitable for everyday wear outside working hours, and that employee shall wear the uniforms only while on duty and traveling to and from City work. Employees in the classifications required to wear uniforms shall wear the uniforms as a condition of employment while on City duty.

B. Equipment. The City shall provide employees with the essential equipment to perform the duties of their positions. Employees are responsible for requesting training on equipment that they are unfamiliar with. Also, employees are responsible for the proper operation and maintenance of all equipment.

C. Safety Equipment and Protective Clothing. Certain employees will be required to wear approved safety shoes and other safety equipment and protective clothing. Such employees failing or refusing to wear such safety equipment and protective clothing as appropriate will be subject to disciplinary action up to and including termination. If any employee is unable to wear such safety equipment and protective clothing for medical reasons, the employee must submit to the City a doctor's statement covering the reasons.

RULE XXII. EMPLOYEE REIMBURSEMENTS AND ALLOWANCES

A. Reimbursement. Employees who are required to use their personal electronic *devices and/or personal automobiles during the course of their employment will be entitled to receive reimbursement for the costs of actual expenses incurred in the performance of their duties. Employees are required to submit receipts in support of their claimed expenses.*

B. Allowance. Certain employees may be provided with a monthly allowance to compensate the employee for the use of their personal electronic devices and/or personal automobile during the course of their employment. The City Manager, in his/her sole discretion will have the ability to determine which employees are eligible for such an allowance. If an employee receives an allowance under this section, he/she is not eligible for reimbursement under Section A of this Rule, unless the employee provides receipts establishing that the allowance was insufficient to compensate the employee for all work-related use of his/her personal device and/or automobile. When eligible for an allowance, the following amounts may be provided:

1. Personal electronic device (voice/telephone only): $60/month
2. Personal electronic device (data plan only): $60/month
3. Personal electronic device (voice and data): $120/month
4. Automobile: up to $500/month (varies per position and usage)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.8
CONSENT CALENDAR
Meeting Date: August 10, 2016

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: City Trails Map Name Changes

STAFF REPORT

RECOMMENDATION:
The Trails Subcommittee recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE TRAIL NAME CHANGES TO THE EXISTING CITY OF WILDOMAR MULTI-USE TRAILS PLAN MAP

BACKGROUND/DISCUSSION:
On March 14, 2012, the City Council adopted Resolution 2012-11. The resolution designated names for City's Trail Program. On April 11, 2012, the City Council adopted Resolution 2012-15. The resolution established Naming Criteria for Public Parks, Facilities and Trails.

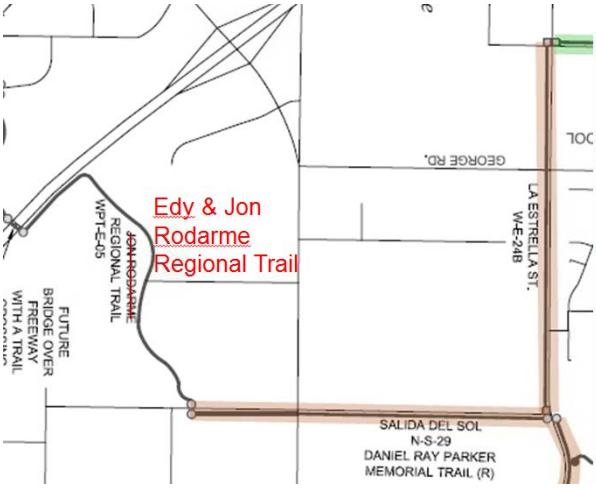
The city was petitioned to modify the name of the Jon Rodarme Regional Trail to the Edy & Jon Rodarme Regional Trail. Staff recommends adding a Trail name adjacent to the cemetery as Veterens Memorial Trail because the Veterens Monument was installed at the cemetery.

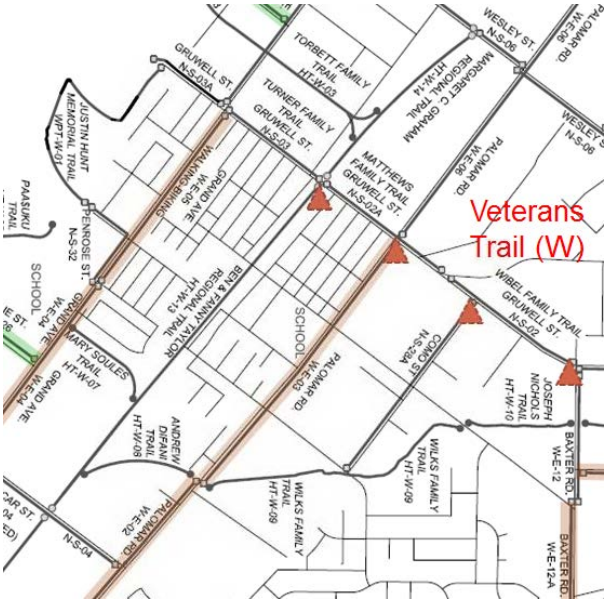
On July 27, 2016, the Trails Subcommittee considered the name changes along with public comment and recommends the City Council:

1. Rename the Jon Rodarme Regional Trail to the Edy & Jon Rodarme Regional Trail; and,
2. Rename a portion Matthews Family Trail and the Wibel Family Trail to Veterans Trail (W) N-S-02B.

The limits of the existing Matthews Family Trail will be modified to include the stretch between Palomar Road and the Wildomar Channel. The limits of the Wibel Family Trail will be modified to include the stretch between Como Street and Baxter Road. The limits of the Veterans Memorial Trail (W) will include the stretch between Palomar Road

and Como Street. There is an existing Veterans Memorial Trail on the East Side of the City; therefore, the trail name will add the designator (W) for the west side of the city.





FISCAL IMPACT:
No Fiscal Impact associated with the name changes.

Submitted by:
Daniel A. York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

<u>ATTACHMENTS:</u>
Resolution

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE TRAIL NAME CHANGES TO THE EXISTING CITY OF WILDOMAR MULTI-USE TRAILS PLAN MAP

WHEREAS, on July 1, 2008 the Wildomar Community of Riverside County incorporated as a City and adopted Riverside Ordinances and General Plan and ;

WHEREAS, the circulation element of the General Plan included unidentified multipurpose trials throughout the City of Wildomar and;

WHEREAS, the residents, Wildomar Civic groups, the Wildomar Historical Society, and the Pechanga Cultural Resources have participated in providing names to the trails within the city; and,

WHEREAS, on March 14, 2012, the City Council adopted Resolution 2012-11 designating names for City's Trail Program; and

WHEREAS, on April 11, 2012, the City Council adopted Resolution 2012-15 establishing Naming Criteria for Public Parks, Facilities and Trails.; and

WHEREAS, on July 27, 2016, the Trails Subcommittee recommended name changes to the City's Trail Program,

NOW THEREFORE, the City Council of the City of Wildomar, California does hereby resolve, determine and order as follows:

The City Council takes the following actions:

1. Rename the Jon Rodarme Regional Trail to the Edy & Jon Rodarme Regional Trail; and

2. Modify the limits of the Matthews Family Trail to include the stretch from the Wildomar Channel to Palomar Road; and,

3. Modify the limits of the Wibel Family Trail to include the stretch from Como Street to Baxter Road; and,

4. Rename a portion of the Matthews Family Trail and the Wibel Family Trail to Veterans Trail (W) N-S-02B between Palomar Street and Como Street.

PASSED, APPROVED AND ADOPTED this 10th day of August, 2016.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

_____
Tom Jex
City Attorney

_____
Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.9
CONSENT CALENDAR
Meeting Date: August 10, 2016

TO: Mayor and City Council Members

FROM: Daniel A. York, Assistant City Manager

SUBJECT: Freeway Maintenance Agreement

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council authorize the City Manager to execute the Freeway Maintenance Agreement.

DISCUSSION:
The City is responsible to maintain certain elements of local streets that are adjacent to, cross over, or pass under the state freeway system. Prior to city incorporation the County of Riverside entered into Freeway Maintenance Agreements to identify the local agencies responsibility to maintain the local streets in and around the freeway system. The attached Freeway Maintenance Agreement between the City and the State is similar to the prior County agreement with the State.

In summary, the city will be responsible for maintenance of the pavement and striping over the bridge deck, removal of graffiti on the sidewalls of the bridge deck or undercrossing, clearing drains, removal of trash and debris and other incidental work.

FISCAL IMPACT:
The costs associated with the Freeway Maintenance Agreement will be paid for from the Gas Tax fund. Staff expects that the majority of the work tasks will be performed within the daily duties of the PV Maintenance Contract

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Freeway Maintenance Agreement

FREEWAY MAINTENANCE AGREEMENT WITH CITY OF WILDOMAR

THIS AGREEMENT is made effective this _____ day of _____, 2016, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Wildomar; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. WHEREAS, on February 13, 1974, a Freeway Agreement and on January 11, 1977, a Supplemental Freeway Agreement were executed between the County of Riverside, hereinafter referred to as "COUNTY" and STATE, wherein the COUNTY consented to certain adjustments of the local street and road system required for the development of that portion of Interstate 15 (I-15) within the jurisdictional limits of the COUNTY as a freeway; and the CITY was incorporated on July 1, 2008 and has assumed the obligations of maintenance from the COUNTY; and

2. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements to separation structures and landscaped areas lying within those modified freeway limits; and

3. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual; and

4. WHEREAS, pursuant to Section 5 of the above February 13, 1974 Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper; and

5. WHEREAS, COUNTY and STATE previously executed a Freeway Maintenance Agreement on December 8, 1981 within the limits of the CITY, and the CITY was incorporated in 2008 and assumed control of maintenance in the CITY limits; and

6. WHEREAS, new improvements have been constructed within the limits of this previously executed December 8, 1981 Freeway Maintenance Agreement, and the PARTIES desire to update and supersede such previously executed Freeway Maintenance Agreement to the extent the Freeway is within the current CITY limits. This Agreement is not intended to impact the Maintenance Responsibility for portion or portions of the Freeway outside of the CITY limits.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. This Agreement supersedes the portion of said Freeway Maintenance Agreement dated December 8, 1981 within the current CITY limits.

2. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.

3. STATE agrees to continue control and maintenance of those portions adopted as a part of I-15 Freeway proper as shown in Exhibit A.

4. The CITY will assume sole maintenance responsibilities on individual infrastructure items as provided in Exhibit C attached and made a part of this Agreement by reference, as long as it is not in conflict with the terms of this Agreement. In case of a conflict, the terms of this Agreement shall prevail.

5. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit C by a mutual written execution of Exhibit A and C.

6. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, the PARTY initiating the construction or minor revision shall provide a new dated and revised Exhibit A which will, upon written mutual consent between PARTIES, become part of this Agreement and thereafter supersede the attached original Exhibit A.

7. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.

8. CITY must obtain the necessary Encroachment Permits from STATE's District 08 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

9. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

   9.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of I-15 below the deck wearing surface and any wearing surface treatment thereon.

   9.2. CITY will maintain, at CITY expense, the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck,

including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.

9.3. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.

10. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

10.1. STATE will maintain the entire structure of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways except as hereinafter provided.

10.2. CITY will be maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing.

10.3. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

11. WALLS AND COLUMNS – CITY is responsible for debris removal, cleaning, and painting to keep CITY's side of any wall structure or column free of debris, dirt, and graffiti.

12. LANDSCAPED AREAS - CITY is responsible for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use.

13. INTERCHANGE OPERATON - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

14. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

14.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges of I-15 Freeway and CITY streets and roads and at ramp connections or I-15 and CITY facilities shall be shared by the PARTIES in a separate Shared Cost Electrical Agreement. A separate "Shared Cost Electrical Agreement" will be executed in the future allocating these costs between the PARTIES.

14.2. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

15. BICYCLE PATHS - Except for bicycle paths constructed as permitted encroachments within STATE's right of way for which the permittee is solely responsible for all path improvements, STATE will maintain, at STATE expense, all fences, guard railing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility.

16. LEGAL RELATIONS AND RESPONSIBILITIES

16.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

16.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

16.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

17. PREVAILING WAGES:

17.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found

in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

17.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

18. INSURANCE

18.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of $2 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.

18.2. SELF-INSURED using Contractor - If the work performed under this Agreement is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of $2 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

19. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

20. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause. If amendments to this Agreement are required in the future, PARTIES agree to use the latest STATE's template if the date of this Agreement in older than 7 years at the time of the required amendments.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF WILDOMAR

By: _____
Mayor/Chairmen

Initiated and Approved

By: _____
CITY Manager

ATTEST:

By: _____
CITY Clerk

By: _____
CITY Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MALCOLM DOUGHERTY
Director of Transportation

By: _____
Stephen R. Pusey
Deputy District Director
Maintenance, District 08

As to Form and Procedure:

By: _____
Attorney
Department of Transportation

EXHIBIT "A"

Plan map identifying I-15 Freeway proper and CITY road(s) and facilities

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	15	13.6/17.5	1	7

CITY OF WILDOMAR

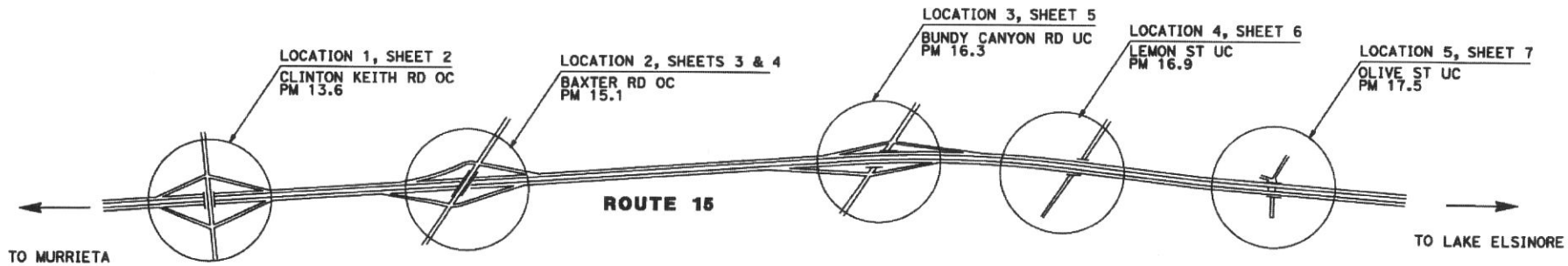
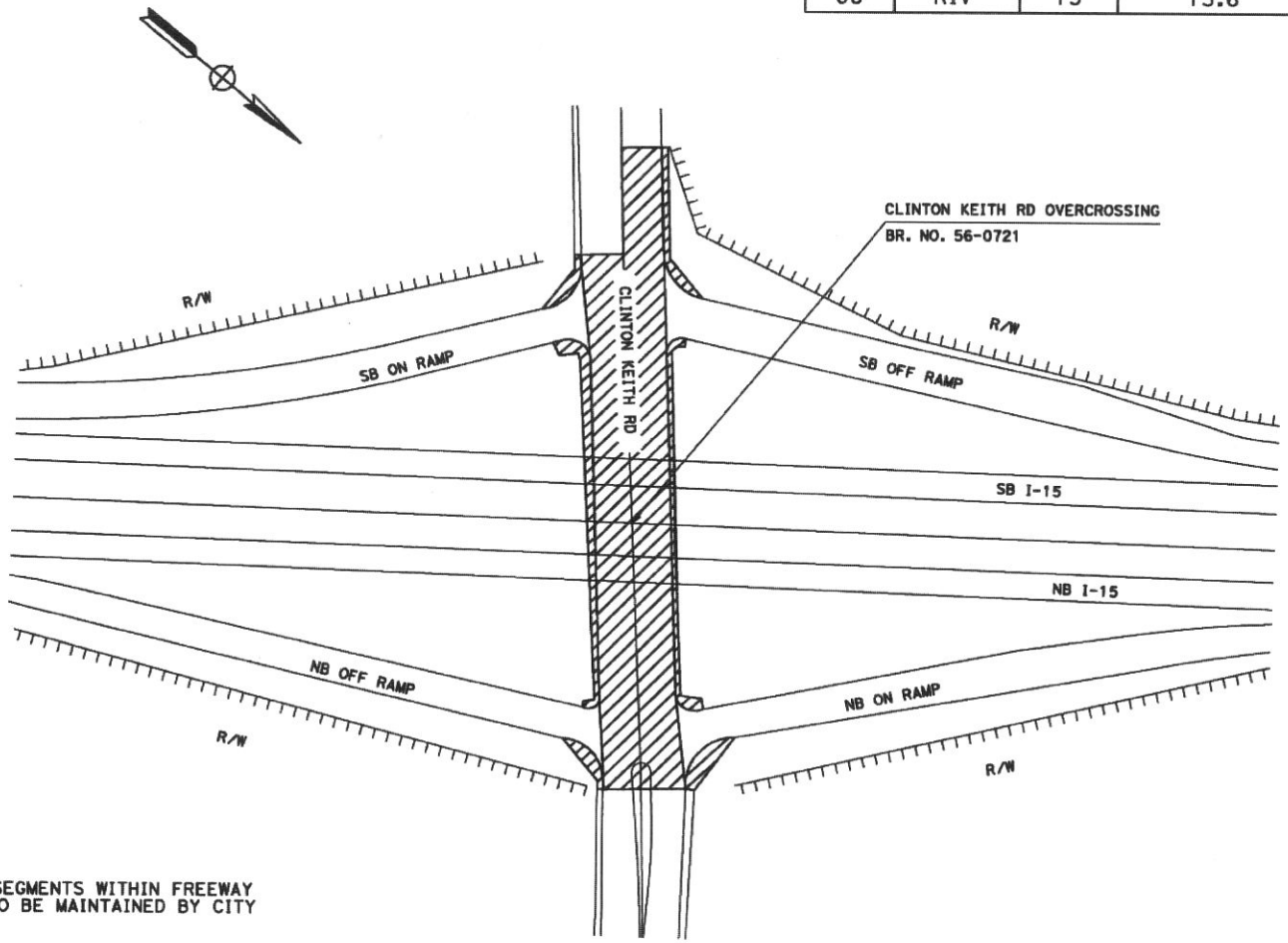


EXHIBIT "A"

NO SCALE

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	15	13.6	2	7



LEGEND:

LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF WILDOMAR

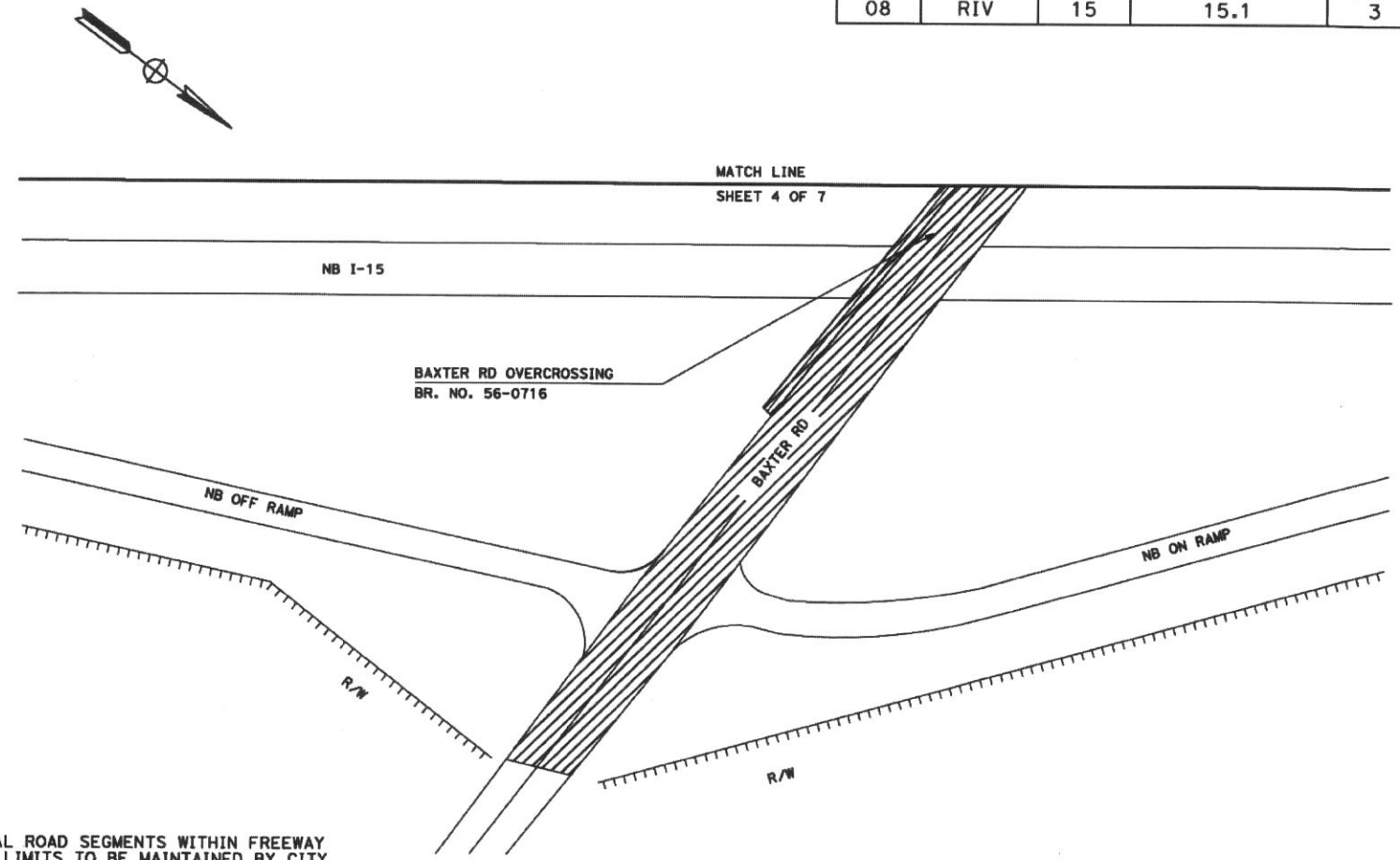
STATE RW

LOCATION 1: **CLINTON KEITH ROAD OVERCROSSING**

EXHIBIT "A"

NO SCALE

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	15	15.1	3	7



LEGEND:

LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF WILDOMAR

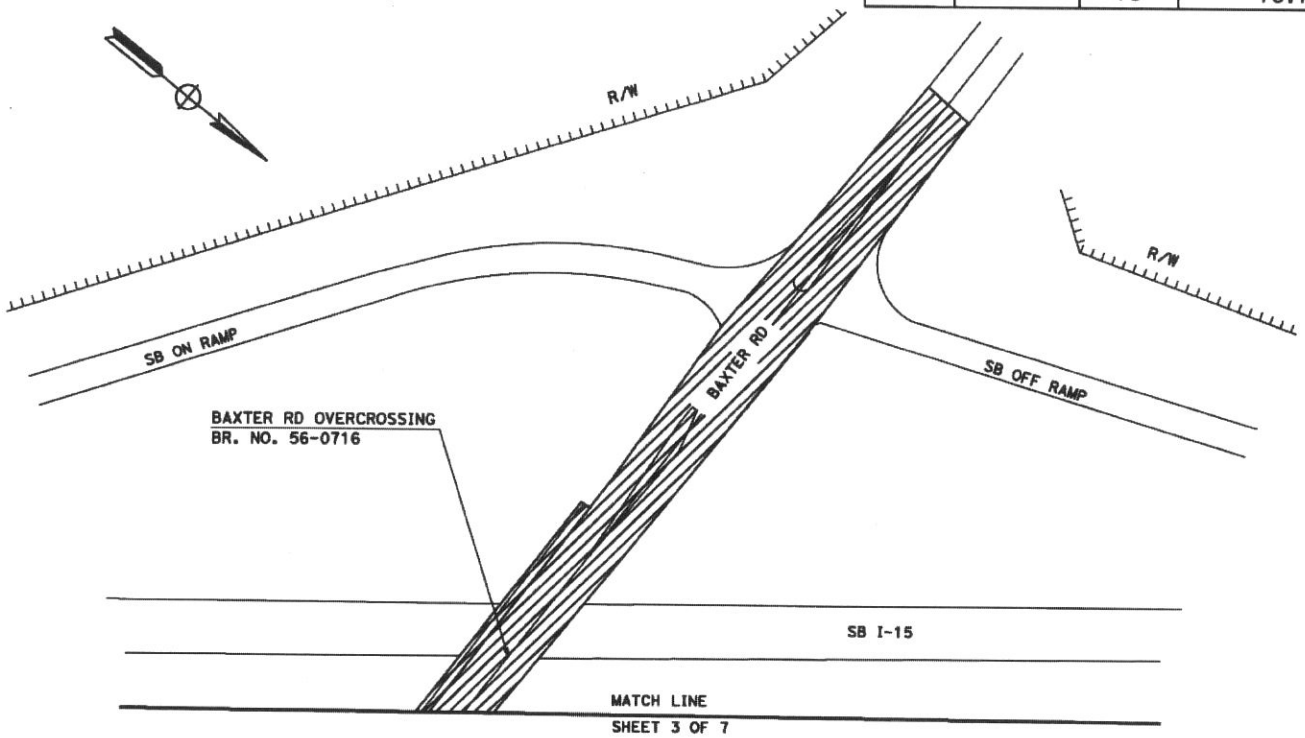
STATE RW

LOCATION 2: **BAXTER ROAD OVERCROSSING**

EXHIBIT "A"

NO SCALE

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	15	15.1	4	7



LEGEND:

LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF WILDOMAR

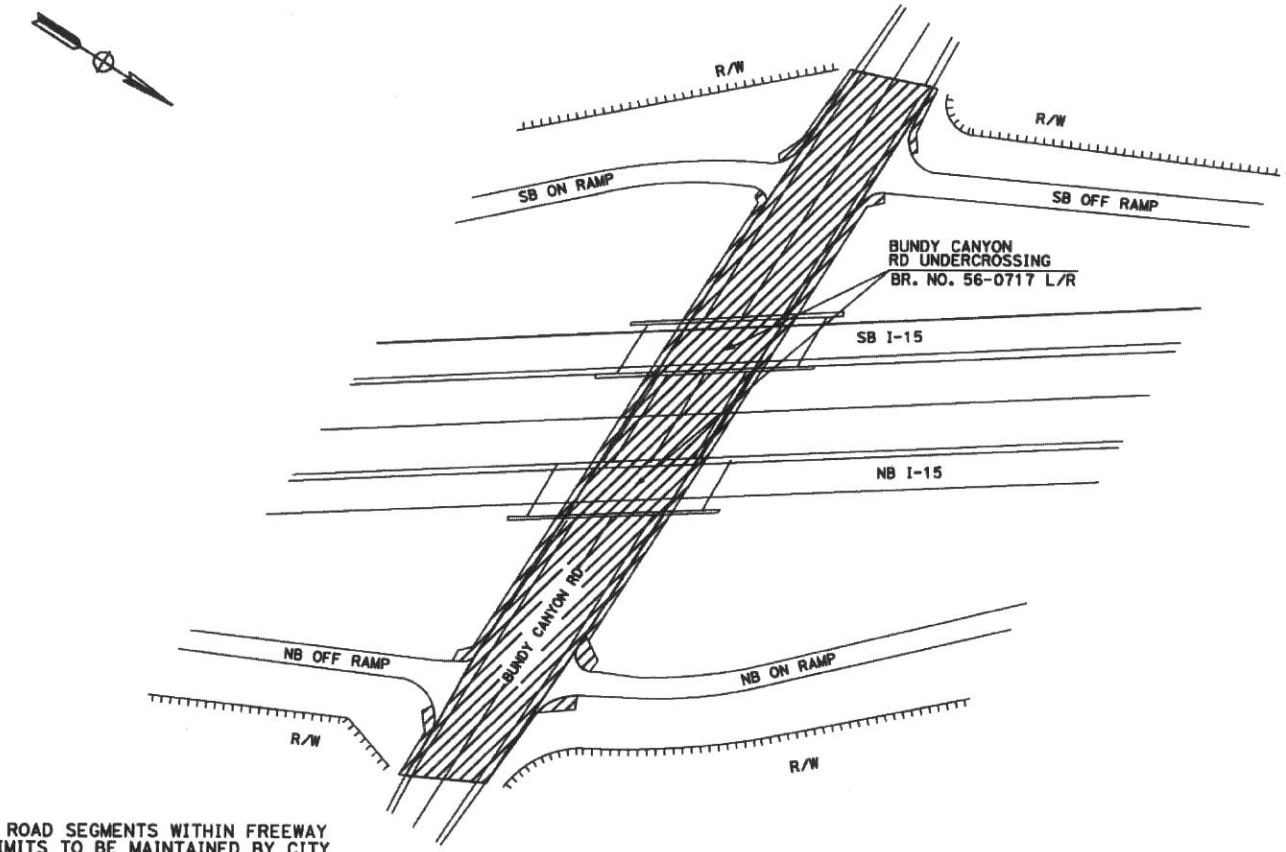
STATE RW

LOCATION 2: **BAXTER ROAD OVERCROSSING**

EXHIBIT "A"

NO SCALE

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	15	16.3	5	7



LEGEND:

LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF WILDOMAR

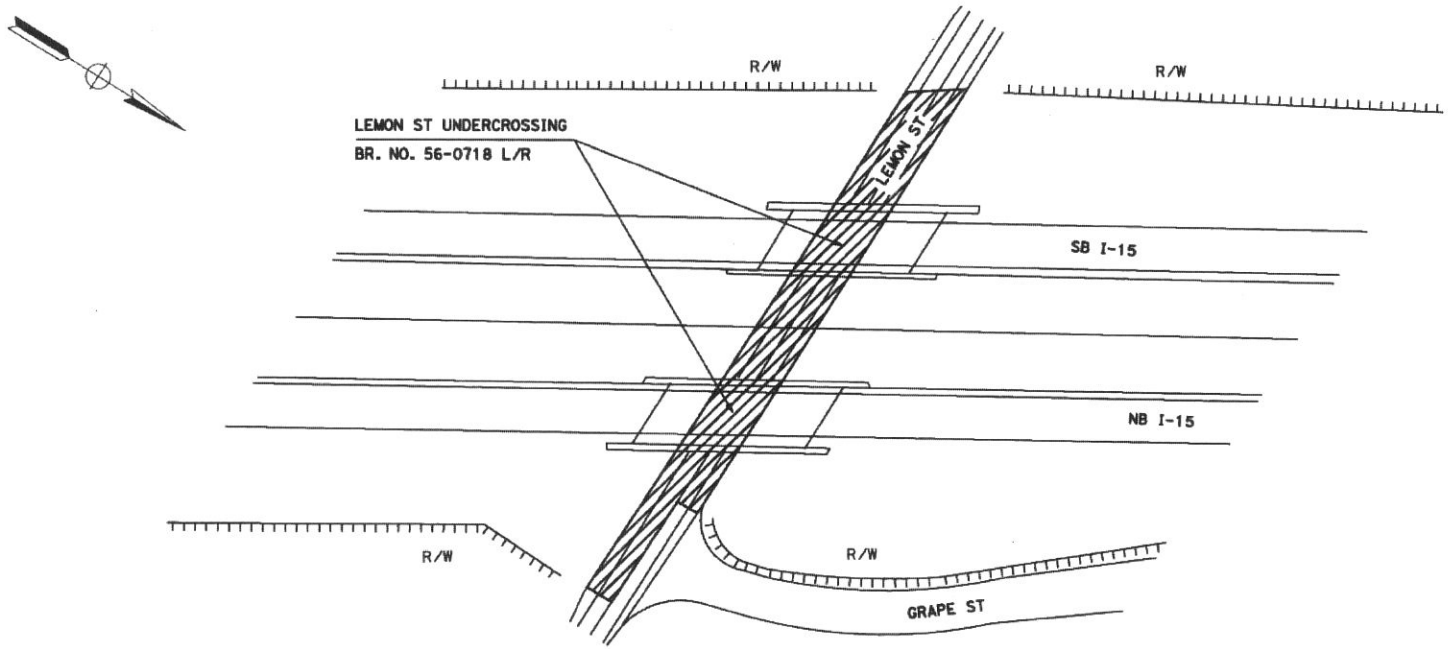
STATE RW

LOCATION 3: **BUNDY CANYON ROAD UNDERCROSSING**

EXHIBIT "A"

NO SCALE

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	15	16.9	6	7



LEGEND:

LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF WILDOMAR

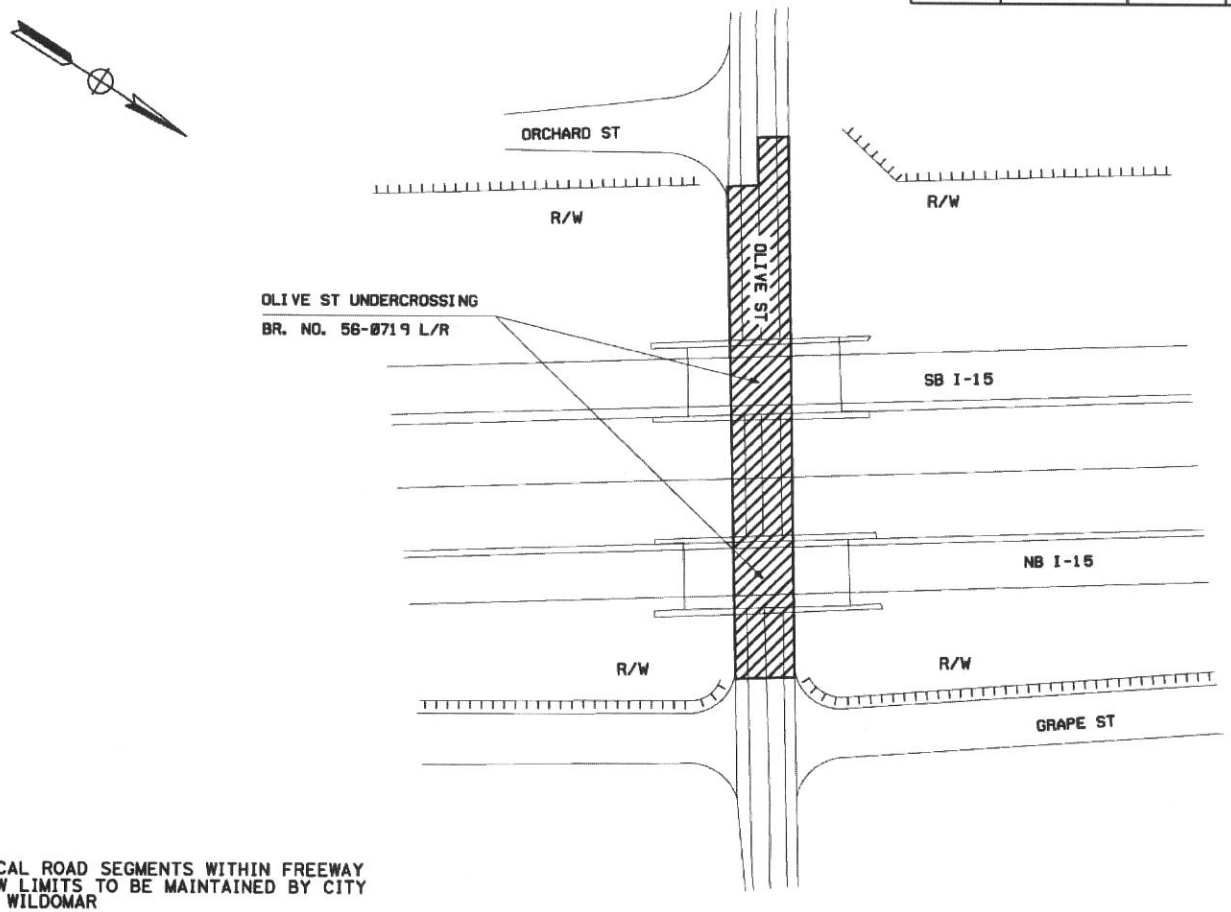
STATE RW

LOCATION 4: **LEMON STREET UNDERCROSSING**

EXHIBIT "A"

NO SCALE

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	15	17.5	7	7



LEGEND:

LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY CITY OF WILDOMAR

STATE RW

LOCATION 5: **OLIVE STREET UNDERCROSSING**

EXHIBIT "A"

NO SCALE

EXHIBIT "B"

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EXHIBIT "C"

INDIVIDUAL INFRASTRUCTURE ITEMS

TO BE

MAINTAINED BY CITY

Exhibit C Includes:

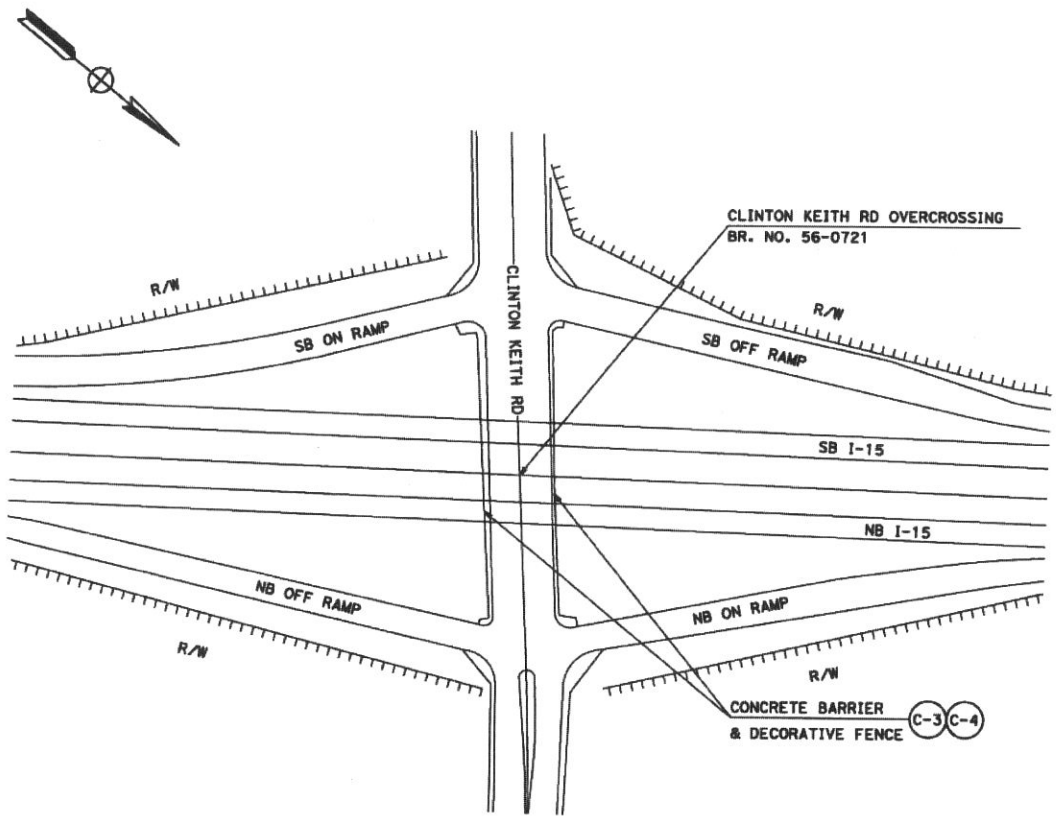
- Exhibit "C-1" – Clinton Keith Road Overcrossing - Aesthetic Photo
- Exhibit "C-2" – Clinton Keith Road Overcrossing - Aesthetic Treatment Overview
- Exhibit "C-3" – Clinton Keith Road Overcrossing - Concrete Barrier and Decorative Fence
- Exhibit "C-4" – Clinton Keith Road Overcrossing - Concrete Barrier Details

CLINTON KEITH ROAD OVERCROSSING

EXHIBIT C-1

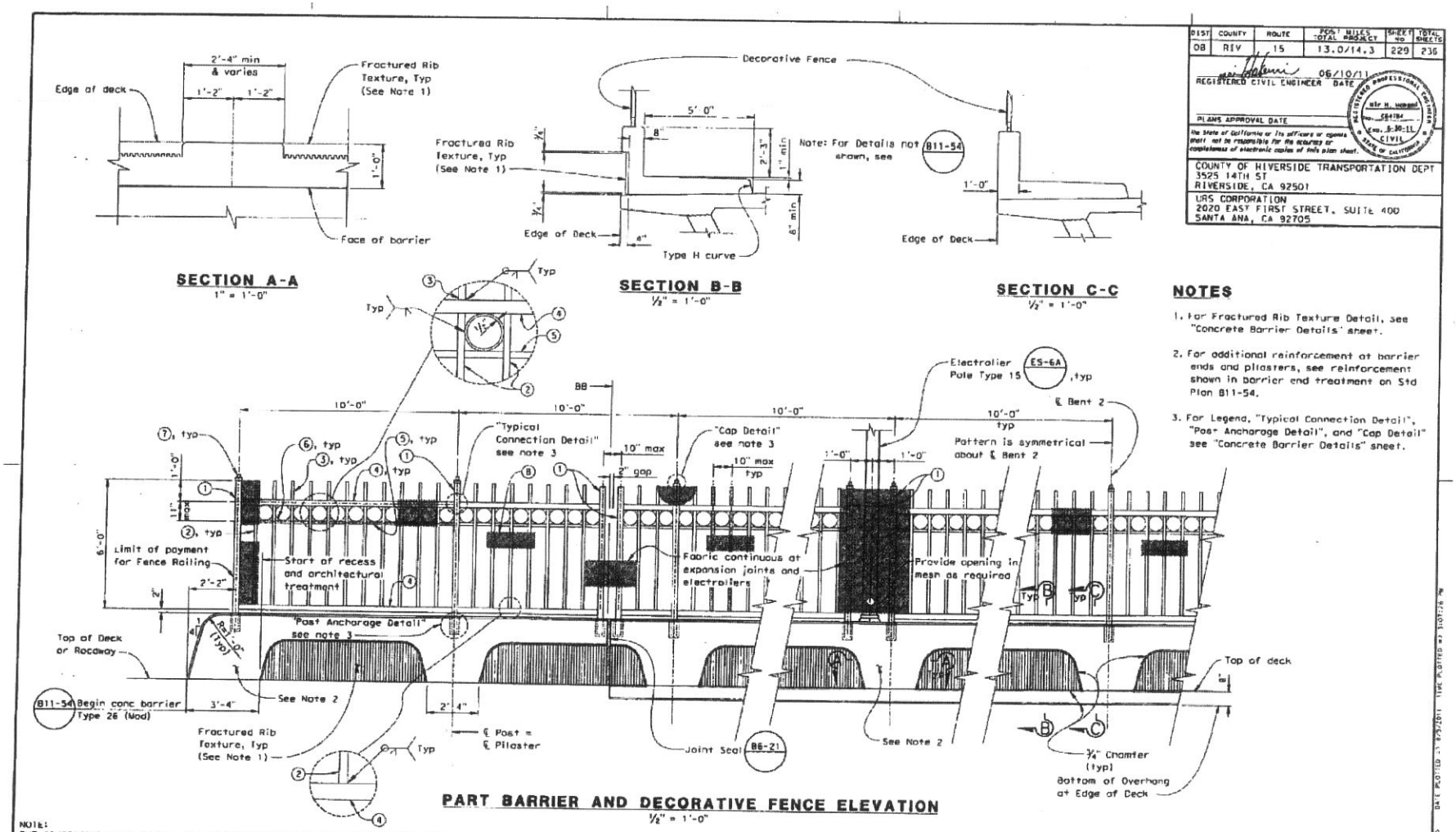
SHEET 1 OF 4

Dist	COUNTY	ROUTE	POST MILE
08	RIV	15	13.6



AESTHETIC OVERVIEW

EXHIBIT C-2
SHEET 2 OF 4



NOTES

1. For Fractured Rib Texture Detail, see "Concrete Barrier Details" sheet.
2. For additional reinforcement at barrier ends and pilasters, see reinforcement shown in barrier end treatment on Std Plan B11-54.
3. For Legend, "Typical Connection Detail", "Post Anchorage Detail", and "Cap Detail" see "Concrete Barrier Details" sheet.

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SHOWN.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO	TOTAL SHEETS
08	RIV	15	13.0/14.3	229	236

REGISTERED CIVIL ENGINEER 06/10/11 DATE
PLANS APPROVAL DATE
The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT
3525 14TH ST
RIVERSIDE, CA 92501

URS CORPORATION
2020 EAST FIRST STREET, SUITE 400
SANTA ANA, CA 92705

DESIGN OVERSIGHT 6/10/11
SIGN OFF DATE
DESIGN DETAIL SHEET (ENGLISH) (REV. 5/05/08)

DESIGN	BY M. Hokani	CHECKED V. Pangilinan
DETAILS	BY B. Osorio	CHECKED R. San Luis
QUANTITIES	BY J. Ahmed	CHECKED V. Pangilinan

PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Mir H. Hakami
PROJECT ENGINEER

CU 08224
EA 0F5801

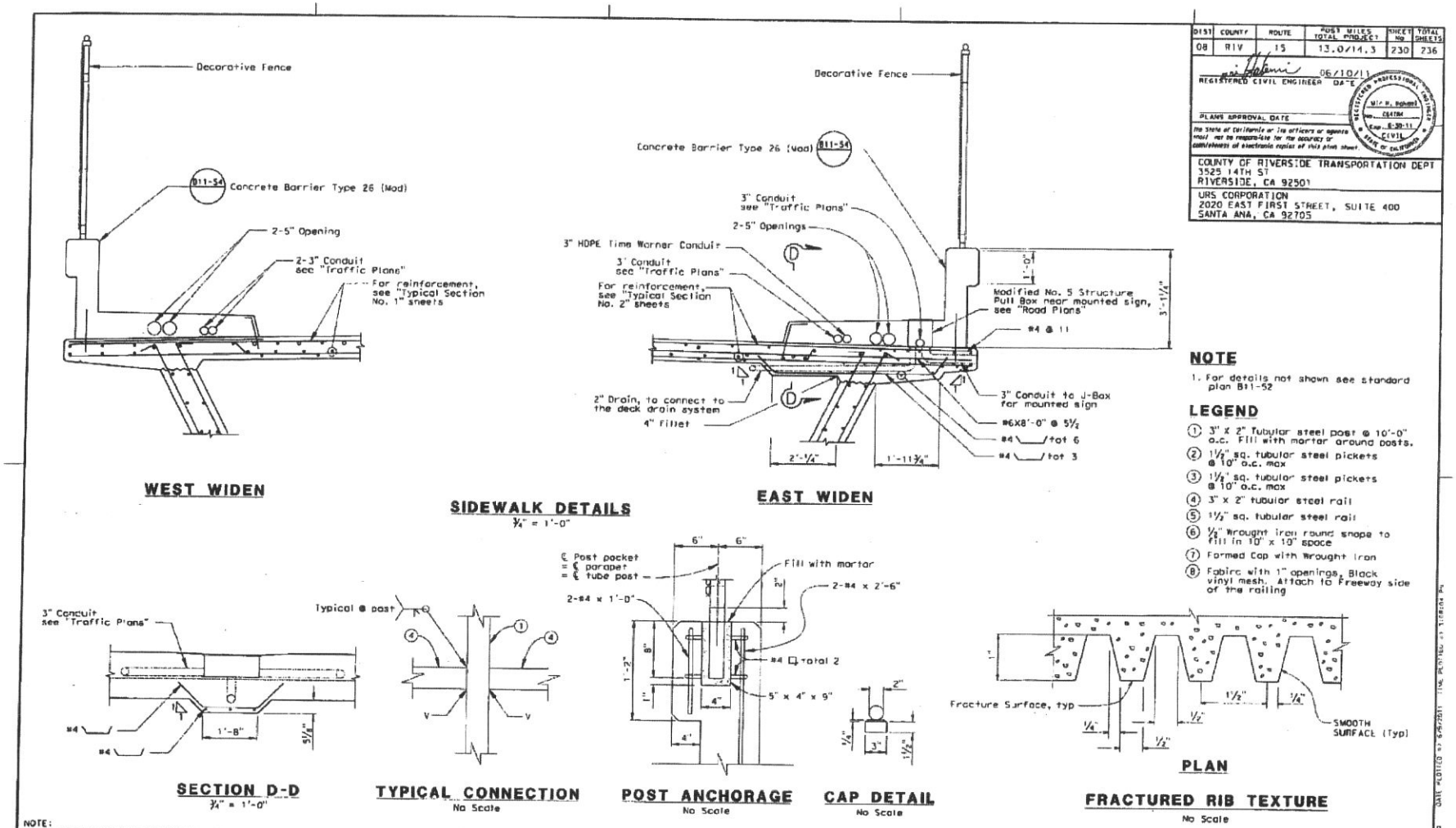
BRIDGE NO. 56-0721
POST MILE 13.6

CLINTON KEITH ROAD OC (WIDEN)
CONCRETE BARRIER TYPE 26(MOD)

SHEET 28 OF 35

CONCRETE BARRIER AND DECORATIVE FENCE

EXHIBIT C-3
SHEET 3 OF 4



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
08	RIV	15	13.0/14.3	230	236

REGISTERED CIVIL ENGINEER DATE 06/10/11

PLANS APPROVAL DATE

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet

COUNTY OF RIVERSIDE TRANSPORTATION DEPT
3525 14TH ST
RIVERSIDE, CA 92501

URS CORPORATION
2020 EAST FIRST STREET, SUITE 400
SANTA ANA, CA 92705

NOTE

1. For details not shown see standard plan B11-52

LEGEND

1. 3" x 2" tubular steel post @ 10'-0" o.c. Fill with mortar around posts.
2. 1½" sq. tubular steel pickets @ 10" o.c. max
3. 1½" sq. tubular steel pickers @ 10" o.c. max
4. 3" x 2" tubular steel rail
5. 1½" sq. tubular steel rail
6. ½" Wrought iron round shape to fill in 10" x 10" space
7. Formed Cap with Wrought iron
8. Fabric with 1" openings, Black vinyl mesh. Attach to Freeway side of the railing

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SHOWN.

DESIGN OVERSIGHT 6/10/11
SIGN OFF DATE

DESIGN	M. Hakeni	V. Pangilinan
DETAILS	B. Osorio	R. San Luis
QUANTITIES	U. Ahmed	V. Pangilinan

PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Mir H. Hakeni
PROJECT ENGINEER

CU 08224
EA 0F5801

BRIDGE NO. 56-0721
POST MILE 13.6

CLINTON KEITH ROAD OC (WIDEN)
CONCRETE BARRIER DETAILS

SHEET 29 OF 35

CONCRETE BARRIER DETAILS

EXHIBIT C-4
SHEET 4 OF 4

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.10
CONSENT CALENDAR
Meeting Date: August 10, 2016

TO: Mayor and City Council Members

FROM: Daniel A. York, Assistant City Manager

PREPARED: Jason Farag, Associate Engineer

SUBJECT: World Harvest Church Maintenance Agreement

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council authorize the City Manager to execute the Maintenance Agreement.

DISCUSSION:
On December 26, 2010, World Harvest Church (Church) received an approval from the City for a plot plan for the construction of a new building (PP 10-0156). Existing landscaping and street lights are present within City right-of-way along the Church's frontage. PP 10-0156 was conditioned to annex into a Landscape Maintenance District and County Service Area for landscaping, lighting, drainage and maintenance. This annexation would provide landscape maintenance and would provide funds for the payment of electrical charges for the street lights. On December 7, 2015, the City issued a substantial conformance (Attachment A) to the Church which allows the Church to maintain the landscaping itself and pay electrical charges directly to Southern California Edison (SCE), subject to an agreement between the Church and the City. The Maintenance Agreement (Agreement) (Attachment B) authorizes the Church to maintain landscaping within City right-of-way along the Church property's frontage and pay electrical charges for the street lights to SCE. The Agreement also establishes the various responsibilities and obligations of the Church and the City related to the maintenance of the landscaping and payment of the electrical charges.

FISCAL IMPACT:
There is no fiscal impact to the City. Should the Church fail to complete their obligations under this agreement, the City is authorized to complete the obligations and require reimbursement from the Church. In addition, should the Church fail to maintain the improvements or pay the electrical charges identified in the agreement, the agreement requires the Church to annex into the applicable maintenance district(s) for the maintenance of the improvements.

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

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
A - Substantial Conformance Approval Letter
B - Maintenance Agreement

ATTACHMENT A

Ben J. Benoit, Mayor
Bridgette Moore, Mayor Pro Tem
Bob Cashman, Council Member
Marsha Swanson, Council Member
Timothy Walker Council Member

23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595
951/677-7751 Phone
951/698-1463 Fax
www.CityofWildomar.org

December 7, 2015

Brionna Gomper
PO BOX 1010
Murrieta, CA 92564

Subject: Planning Application 15-0106 to processed a Substantial Conformance to amend Condition No. 33 for Plot Plan 10-0156.

Dear Ms. Gomper,

The City of Wildomar has received your application dated October 20, 2015 for a Substantial Conformance review for the project described above. Based on your application, staff understands that the following item is included in your Substantial Conformance request:

A minor modification to the approved Conditions of Approval No. 33 for Plot Plan Application 10-0156 to read as follows:

- "The developer shall annex into all applicable County Service Areas and Landscaping Maintenance District for landscaping, lighting, drainage and maintenance to the satisfaction of the City Engineer or otherwise form a District where one is not currently in place Or the developer shall enter into a maintenance agreement(s) with the City and directly pay for the said maintenance."

City staff has reviewed your request to determine the following findings for a minor modification in accordance with Sections 17.228.030 and 17.228.050 of the Wildomar Zoning Ordinance can be made. Therefore, based on the findings below, your request for a Substantial Conformance as outlined above is hereby approved.

<u>Substantial Conformance Findings:</u>

1. The overall development of the land shall remain designed to conform to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.

The original plot plan 10-0156 will not change in architectural character or layout from its original approval in 2010. Its current zoning designation of Rural Residential (RR) is consistent with the General Plan land use designation of Very Low Density Residential (VLDR) . Currently the RR zone allows not only for planned residential developments but also an array of commercial uses. In this case churches, temples or other structures used

for religious worship are allowed. In terms of specific land use policies related to this project, the proposed tract map promotes (and is consistent with) the following residential land use policies:

LU 3.1 (Community Design) – "Accommodate land use development in accordance with the patterns and distribution of uses and density depicted on the General Plan Land Use map."

LU 6.1 (Land Use Compatibility) – "Require land uses to develop in accordance with the General Plan and area plans to ensure compatibility and minimize impacts."

LU12.6 (Circulation) - "Require that adequate and accessible circulation facilities exist to meet the demands of a proposed land use."

LU22.1 (Community Development) - "Accommodate the development of single and multi family residential units in areas appropriately designated by the General Plan and area plan land use maps. "

LU22.3 (Community Development) - "Require that adequate and available circulation facilities, water resources and sewer facilities exist to meet the demands of the proposed residential land use."

2. The Substantial Conformance will have no adverse effect on the public health, safety and welfare and/or the environment.

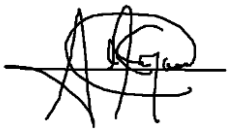
   The design and construction of all improvements to accommodate the project have been conditioned to in accordance with all applicable City of Wildomar ordinances, codes, and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to stormwater runoff management and adopted public works standards. As the City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety and welfare, the proposed tract map project meets this finding.

3. The Substantial Conformance does not require additional environmental review under the provisions of CEQA.

   This project is exempt under Guideline 15301 exempts "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination." Further, Guideline 15301(Class 1) specifically lists public utility facilities as one of the types of existing facilities that can be considered exempt.

If you have any questions regarding this letter or would like to request a meeting with Staff. Please feel free to call or email me at (951) 677-7751 or agarcia@cityofwildomar.org.

Sincerely,



Alfredo Garcia`
Assistant Planner

CC. Mathew Bassi, Planning Director
Dan York, Public Works / City Engineer

Attachments:

- Original Conditions of Approval for 10-0156 with amended to COA No. 33

Exhibit A

CITY OF WILDOMAR

CONDITIONS OF APPROVAL

Planning Application Number: Plot Plan 10-0156	
Project Description: Plot Plan Application (10-0156) – Proposal to construct a new 8,380 square foot building for the World Harvest Church located at 23109 Palomar Street, Wildomar, California.	
Assessor's Parcel Number(s): 380-170-025	
Approval Date: December 16, 2010	**Expiration Date:** December 16, 2012

Within 48 Hours of the Approval of This Project

1. The applicant shall review and sign the Acceptance of Conditions of Approval document that will be provided by the Planning Department staff and return the document with an original signature to the Planning Department.

_____

Applicant Signature Date

General Requirements

2. The applicant shall indemnify, protect, defend and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local stature, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and the applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

3. Approval of this request shall not waive compliance with the Zoning Code, California Building Code or any and all other applicable City Ordinances in effect at the time of Grading and Building Permit issuance.

4. Any outdoor lighting shall be compliant with Chapter 8.80 of the Wildomar Municipal Code (Mt. Palomar Lighting). It shall also be shielded and directed onto the property.

5. All landscaping shall be compliant with the City's Water efficient Landscaping Ordinance and shall require an inspection by the City Landscape Architect after installation.

6. No grading shall be performed without the prior issuance of a grading permit by the City.

7. The Applicant shall dedicate, design and construct all improvements in accordance the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, as further conditioned herein and to the satisfaction of the City Engineer.

8. The landowner agrees to relinquish ownership of all cultural resources, including all archaeological artifacts that are found on the project area, to the Pechanga Tribe for proper treatment and disposition.

9. The Conditions of Approval specified in this resolution, to the extent specific items, materials, equipment, techniques, finishes or similar matters are specified, shall be deemed satisfied by staff's prior approval of the use or utilization of an item, material, equipment, finish or technique that City staff determines to be the substantial equivalent of that required by the Conditions of Approval. Staff may elect to reject the request to substitute, in which case the real party in interest may appeal, after payment of the regular cost of an appeal, the decision to the Planning Commission for its decision.

Materials & Locations	**Colors**
Main Wall cover, rails, fascia and columns	La Habra Color: #X-81 Oatmeal (20/30 sand finish)
Roof	Bran “Eagle S Roof Tiles (To match existing)

10. All of the foregoing conditions shall be complied with prior to occupancy or any use allowed by this permit.

11. The developer shall obtain City approval for any modifications or revisions to the approval of this project. Deviations not identified on the plans may not be approved by the City, potentially resulting in the need for the project to be redesigned. Amended entitlement approvals may be necessary as a result.

12. No grading shall be performed without the prior issuance of a grading permit by the City.

13. The applicant’s contractor is required to submit for a haul route permit for the hauling of material to and from the project site. Said permit will include limitations of haul hours, number of loads per day and the posting of traffic control personnel at all approved entrances/exits onto public roads. This permit shall be in place prior to the issuance of the grading permit and the mobilization of equipment on the project site.

14. Provide drainage facilities and terracing in conformance with the Uniform Building Code's chapter on "EXCAVATION & GRADING".

15. The Applicant shall dedicate, design and construct all improvements in accordance the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, as further conditioned herein and to the satisfaction of the City Engineer.

16. All grading shall conform to the California Building Code, Ordinance 457, and all other relevant laws, rules, and regulations governing grading in the City of Wildomar. Prior to commencing any grading which includes 50 or more cubic yards, the applicant shall obtain a grading permit from the City Engineer.

17. All necessary measures to control dust shall be implemented by the developer during grading to the satisfaction of the City Engineer. A PM10 plan may be required at the time a grading permit is issued.

18. Graded slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved by the City Engineer.

19. All grading and drainage shall be designed in accordance with the included conditions of approval regarding this application.

20. Prior to the issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the City Engineer.

21. Should this project lie within any assessment/benefit district, the Applicant shall, prior to acceptance of improvements, make application for and pay for their reapportionment of the assessments or pay the unit fees in the benefit district unless said fees are otherwise deferred.

22. All building construction and design components shall comply with the provisions of the most recent City-adopted edition of the California Building, Plumbing and Mechanical Codes, California Electrical Code, California Administrative Code, and all appropriate City of Wildomar Standards and Codes.

23. The Applicant shall design and construct appropriate American with Disabilities Act (ADA) access improvements in accordance with all appropriate City of Wildomar Standards and Codes, and ADA requirements and to the satisfaction of the City Engineer and Building Official.

Prior to Issuance of Grading Permit(s)

24. Geotechnical soils reports, required in order to obtain a grading permit, shall be submitted to the City Engineer for review and approval prior to issuance of grading permit. All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by City of Wildomar.

25. Prior to issuance of grading permits the Applicant shall provide the Engineering Department evidence of compliance with the National Pollutant Discharge Elimination System (NPDES) and obtain a construction permit from the State Water Resource Control Board (SWRRCB).

26. If this project grading plan involves import or export, prior to obtaining a grading permit. The Applicant shall have obtained approval for the import/export location from the City of Wildomar. Additionally, if either location was not previously approved by an Environmental Assessment, prior to issuing a grading permit, a Grading Environmental Assessment shall be submitted to the Planning Director for review and comment and to the City Engineer for approval.

27. Prior to the issuance of a grading permit, the applicant shall submit, and the City approve the Final Water Quality Management Plan which ensures that post-construction flows do not exceed pre-construction levels and that the specified BMPs will minimize any water quality impacts. These BMPs shall be consistent with the Final WQMP and installed to the satisfaction of the City Engineer.

28. Grading in excess of 199 cubic yards will require performance security to be posted with the City.

29. Graded undeveloped land shall provide appropriate drainage facility deemed necessary to control or prevent erosion. Additional erosion protection may be required during the rainy seasons from October 1 to May 31.

30. The “Fault Hazard Area” shall be delineated on all grading plans associated with this project. These grading plans shall be submitted to the City Engineer for review and approval prior to issuance of grading permits.

Prior to Issuance of Building Permit

31. The Applicant shall have the “Fault Hazard” zone clearly delineated – by staking or other means – by a licensed professional, qualified to do so, to prevent any structures within the fault zone.

32. The Applicant shall show all easements per the Title Report to the satisfaction of Public Works. Any conflicts with existing easements shall result in the site being redesigned.

33. The developer shall annex into all applicable County Service Areas and Landscaping Maintenance District for landscaping, lighting, drainage and maintenance to the satisfaction of the City Engineer or otherwise form a District where one is not currently in place Or the developer shall enter into a maintenance agreement(s) with the City and directly pay for the said maintenance. The Applicant shall pay all fees in accordance with Zone A of the Southwest Road and Bridge Benefit District.

34. The Applicant shall prepare and submit a comprehensive drainage study and plan that addresses the increased run off. The study will include, but is not limited to: definition with mapping of the existing watersheds; a detailed pre- and post-project hydrologic and hydraulic analysis of the project and project impacts; definition of the local controlling 100-year frequency water levels existing and with project; the proposed method of flow conveyance to mitigate the potential project impacts with adequate supporting calculations; any proposed improvements to mitigate the impacts of increased runoff from the project and any change in runoff; including quality, quantity, volume, and duration in accordance with City of Wildomar’s Hydrology Manual, Improvement Standards, and to the satisfaction of the City Engineer.

35. All flood control plans to be reviewed shall be submitted though the City of Wildomar, unless otherwise directed by the City Engineer.

36. The Applicant shall pay the appropriate impact mitigation fee to the Riverside County Flood Control and Water Conservation District.

37. The Applicant shall pay all necessary impact and mitigation fees required. These fees include, but are not limited to, fees associated with Transportation Uniform Mitigation Fee (TUMF), Quimby (parkland in-lieu) Fee, and Development Impact Fees.

38. Prior to the issuance of the first building permit, the Applicant shall execute a maintenance agreement for stormwater quality control treatment device to the satisfaction of the City Engineer.

39. Prior to the issuance of a building permit, the Applicant shall demonstrate compliance with the California Title 24.

<u>Riverside County Fire Department</u>

40. Blue retro reflective pavement markers shall be mounted on private street, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by Riverside County Fire Department.

41. Minimum required fire flow shall be 1500 GPM for two hours duration at 20 PSI residual operating pressure, which must be available before any combustible material is placed on the job site. Fire flow is based on type VB construction per the 2007 CBC and Ordinance 787; Building(s) having a fire sprinkler system.

42. Super fire hydrant (s) (6" x 4" x 2 ½") shall be located not less than 25 feet or more than 165 feet from any portion of the building as measured along approved vehicular travel ways.

Prior to Building Permit Issuance

43. Building plan check deposit fee of $307 to $1,056.00 shall be paid in a check or money order to the Riverside County Fire Department after plans have been reviewed by our office.

44. The applicants or developer shall separately submit two copies of the water system plans to the Fire Department for review and approval. Calculated velocities shall not exceed 100 feet per second. Plans shall conform to the fire hydrant types, location and spacing. The system shall meet the fire flow requirements. Plans shall be signed and approved by a registered civil engineer and the local water company with the following certification: "I certify that the design of the water system is in accordance with the requirements prescribed by the Riverside County Fire Department."

Prior to Building Final Inspection

45. The applicant shall prepare and submit to the Fire Department for approval, a site plan designating required fire lanes with appropriate lane painting and/or signs.

46. Install a complete fire sprinkler system per NFPA 13 2002 edition (13D and 13R system are not allowed) in all buildings requiring a fire flow of 1500 GPM or greater sprinkler system (s) with pipe size in excess of 4" inch diameter will require the project structural engineer to certify (wet signature) the stability of the building system for seismic and gravity loads to support the sprinkler system. All fire sprinkler risers shall be protected from any physical damage. The post indicator valve and fire department connection shall be located to the front, within 50 feet of a hydrant, and the minimum of 25 feet from the building (s). A statement that the building (s) will be automatically fire sprinkled must be included on the title page of the building plans. (Current sprinkler plan check deposit base fee is $614.00 per riser) applicant or developer shall be responsible to install a U.L. Central Station Monitored Fire Alarm System. Monitoring System shall monitor the fire Sprinkler system (s) water flow, P.I.V.'s and all control valves. Plans must be submitted to the Fire Department for approval prior to installation. Contact Fire Department for guideline handout (current monitoring plan check deposit base fee is $192.00).

47. Applicant or developer shall be responsible to install a manual and automatic Fire Alarm System. Plans must be submitted to the Fire Department for approval prior to installation. (Current plan check deposit base fee $627.00).

48. Install portable fire extinguishers with a minimum rating of 2A-10BC and signage. Fire Extinguishers located in public areas shall be in a recessed cabinet mounted 48" (Inches)

to center above the floor level with Maximum 4” projection from the wall. Contact Fire Department for proper placement of equipment prior to installation.

49. U.L. 300 hood duct fire extinguishing system must be installed over the cooking equipment. Wet chemical extinguishing system must provide automatic shutdown of all electrical components and outlets under the hood upon activation. System must be installed by a licensed C-16 contractor. Plans must be submitted with current fee of $215.00 to the Fire Department for review and approval prior to installation. Note: A dedicated alarm system is not required to be installed for the exclusive purpose of monitoring this suppression system. However, a new or pre-existing alarm system must be connected to the extinguishing system. Separate fire alarm/monitoring plans must be submitted for review prior to connection. Current plan check deposit base fee is $192.00.

50. Comply with Title 19 of the California Administrative Code.

ATTACHMENT B

RECORDING REQUESTED BY:
City of Wildomar
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

WHEN RECORDED MAIL TO:

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

Space Above For Recorder's Use

MAINTENANCE AGREEMENT

This MAINTENANCE AGREEMENT ("**Agreement**") is made this 13 day of July, 2016, by and between WORD OF LIFE WORLD OUTREACH CENTER, INC., DBA WORLD HARVEST CHURCH, (the "**Church**"), and THE CITY OF WILDOMAR, a California municipal corporation ("**City**"), with reference to the facts set forth below:

RECITALS

A. Church owns certain real property situated in the City of Wildomar, County of Riverside, State of California, commonly known as 23109 Palomar Street, which is described more particularly in Exhibit "A" attached hereto and incorporated herein by reference ("**Church Property**"). City holds a right of way along the frontage of the Church Property depicted in Exhibit "B" attached hereto and incorporated herein ("**Landscape Area**"). The Landscape Area is a portion of the public right of way which contains landscaping and related irrigation improvements (collectively, the "**Improvements**"). In addition, two (2) street lights have been installed along the Church Property's frontage on Palomar Street ("**Street Lights**"). The Street Lights are depicted in Exhibit "C" attached hereto and incorporated herein.

B. On December 26, 2010, Church received a plot plan approval from the City to construct a new building on the Church Property and Condition of Approval 33 to the plot plan required Church to annex into a Landscape Maintenance District and County Service Areas for maintenance of the Improvements in the Landscape Area, and for the payment of electricity charges for the Street Lights.

C. On December 7, 2015, City issued a substantial conformance to Church modifying Condition of Approval 33 to allow Church to maintain the Improvements in the Landscape Area itself and to directly pay Southern California Edison for all electricity charges for the Street Lights, subject to an agreement between the Church and City guaranteeing performance.

NOW, THEREFORE, in consideration of the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, declare and agree as set forth below.

1. Maintenance of Landscape Area. City hereby grants to the Church and its agents, employees, consultants, contractors, subcontractors, successors and assigns, access on, over, under and across the Landscape Area for the placement, maintenance and repair of the Improvements pursuant to this Agreement. Church shall maintain the Landscape Area in a clean and well-groomed condition, free of weeds, debris and rubbish. All turf shall be mowed as frequently as necessary to keep the turf in a neat condition, and no less than every other week. All irrigation shall be adjusted so that no overspray or runoff goes onto the sidewalk and/or into the roadway. All landscaping shall be maintained as required for safety and for visibility. If there are one or more trees in the landscape area, trees shall be trimmed as required for the health of the tree, for safety and for visibility in accordance with International Society of Arboriculture procedures and practices. Trees shall be trimmed by a company with an Arborist overseeing the work. All work shall be done in accordance with ANSI A300 Standards (Pruning Standards).

2. Payment of Street Lighting Charges. Church shall promptly pay when due all charges for electricity for the Street Lights. Church shall pay the electricity charges directly to Southern California Edison.

3. Annexation. Subject to the Default provisions and right to cure as described in Section 4 below, Church agrees that if it fails to maintain the Improvements in the Landscape Area in conformance with Section 1 of this Agreement, or fails to pay any electricity charges for the Street Lights as required by Section 2 of this Agreement, it will annex the Church Property into one or more districts for the maintenance of the Improvements as directed by City.

4. Default. If the Church fails to adequately maintain the Improvements in the Landscape Area in conformance with Section 1 of this Agreement, or fails to pay any electricity charges for the Street Lights as required by Section 2 of this Agreement, the City shall notify the Church in writing by registered mail of its failure to perform its obligations hereunder, which shall specify the nature of the default. If, following such notice, the failure to perform persists for thirty (30) days (or, if such failure cannot be cured within such period, the Church fails to commence to cure within such thirty (30) day period, and thereafter fails to diligently proceed to complete the cure), the City shall have the right, but not the obligation, to perform such required maintenance or pay any outstanding electricity charges, and Church shall reimburse City for its reasonable costs of performing within thirty (30) days of the receipt of an invoice from the City.

5. Conduct of Maintenance. The Church covenants and agrees that all activities performed by the Church within the Landscape Area shall be done in a good and workmanlike manner. The Church shall comply with all laws and regulations applicable to its activities on the Landscape Area. All waste material generated from maintenance activities shall be disposed of properly. The Church shall use reasonable efforts to avoid damage to the Landscape Area and the Improvements. If any such damage shall occur as a direct result of the Church's activities on the Landscape Area, the Church shall repair any such damage at the cost and expense of the Church.

6. Termination. Church may terminate this Agreement upon twelve (12) months written notice to City, provided that Church may not terminate this Agreement unless and until it has annexed the Church Property into all appropriate districts for the maintenance of the Improvements and the payment of the electricity charges. The City may terminate this Agreement as provided in Section 3. If Church terminates this Agreement it shall still be liable for all electricity charges and all reasonable costs of maintaining the Improvements from when the Agreement is terminated until such time as the City begins to collect assessments on the Church Property.

7. Indemnity. The Church 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), to the extent that the same arise out of, are a consequence of, or are in any way attributable to the performance of this Agreement by Church or by any individual or entity for which Church is legally liable, including but not limited to officers, agents, employees or sub-contractors of Church. However such indemnity will not apply to any actual negligence or willful misconduct the City and all of its employees, officials and agents engage in during any time frame that the City, under section 4, assumes the duty to maintain the property. For example if a City agent injures a 3rd party while operating maintenance equipment during a time frame that the City has assumed the duty to maintain, Church is not agreeing to indemnify City under this type of event, or other claims that relate to the conduct of the City while it is performing the maintenance.

8. Insurance. Church agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "D" "Insurance" and made a part of this Agreement. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. However no such amendment will increase the limits or premiums on said Insurance without agreement by the Church. Church agrees to provide City with copies of required policies upon request.

9. Binding Effect. All of the limitations, covenants, conditions, easements, and restrictions contained herein shall attach to and run with the Church Property and the Landscape Area and shall, except as otherwise set forth herein, benefit or be binding upon the successors and assigns of the Church and City. This Agreement and all the terms, covenants and conditions herein contained shall be enforceable as mutual, equitable servitudes in favor of the Church Property and the Landscape Area and any portion thereof, shall create rights and obligations as provided herein between the respective Parties and shall be covenants running with the land. Every person who now or in the future owns or acquires any right, title or interest in or to the Church Property and the Landscape Area or any portion thereof shall be conclusively deemed to have consented to and agreed to every covenant, restriction, provision, condition and right contained in this Agreement, whether or not the instrument conveying such interest refers to this Agreement.

10. General Provisions.

10.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

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

To City: City of Wildomar
Attn: City Engineer
23873 Clinton Keith Rd., Suite 201.
Wildomar, CA 92595
Fax: (951) 698-1463

To Church: World Harvest Church
Attn: Brionna Gompper
P.O. Box 1010
Murrieta, CA 92564
Email: brionna@dufresneministries.org

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.

10.3 Attorneys' Fees. In the event any action shall be instituted between City and the Church to enforce any provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs of action, including reasonable attorneys' fees as fixed by the court therein.

10.4 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. This Agreement shall be deemed made and entered into in Riverside County.

10.5 Captions. The captions of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

10.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

10.7 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for reason, or shall be held by any court of competent jurisdiction to be illegal, null

or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

10.8 No Partnership. City and the Church shall not, by virtue of this Agreement, in any way or for any purpose, be deemed to have become a partner of each other in the conduct of their respective business or otherwise or joint venture. In addition, by virtue of this Agreement, there shall not be deemed to have occurred a merger of any joint enterprise between City and the Church.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above-written.

CITY:

CITY OF WILDOMAR

By:_____
Gary Nordquist
City Manager

ATTEST:

_____
Debbie A. Lee
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

CHURCH:

WORLD HARVEST CHURCH

By: Nancy Dufresne
Name: Nancy Dufresne
Title: President

By:_____
Name: _____
Title: _____ Notary Attached

NOTE: CHURCH'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 CHURCH'S BUSINESS ENTITY.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of RIVERSIDE)

On July 13, 2016 before me, BRIONNA MICHELLE GOMPPER
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

BRIONNA MICHELLE GOMPPER
Commission # 2133295
Notary Public - California
Riverside County
My Comm. Expires Nov 19, 2019

Signature _____ **(Seal)**

EXHIBIT "A"

LEGAL DESCRIPTION OF CHURCH PROPERTY

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

PARCEL A:

THAT PORTION OF BLOCK M, AS SHOWN ON MAP OF BLOCKS E, L AND M, ELSINORE, ON FILE IN BOOK 4 PAGE 174, OF MAPS, RECORDS OF SAN DIEGO, COUNTY, CALIFORNIA, SHOWN AS LOT 7 ON RECORD OF SURVEY OF LA VISTA TRACT ON FILE IN BOOK 8 PAGE 98, OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE SOUTHWESTERLY PROLONGATION OF THE SOUTEASTERLY LINE OF LOT 6 OF SAID LA VISTA TRACT;

ALSO EXCEPTING THEREFROM AND BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7;
THENCE NORTHEAST A DISTANCE OF 712.27 FEET;
THENCE NORTHWEST A DISTANCE OF 209 FEET;
THENCE SOUTHWEST A DISTANCE OF 712.27 FEET;
THENCE SOUTHEAST A DISTANCE OF 209 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

PARCEL 2 OF PARCEL MAP 8467, AS SHOWN BY MAP ON FILE IN BOOK 36 PAGES 27 AND 28, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 380-170-025-6

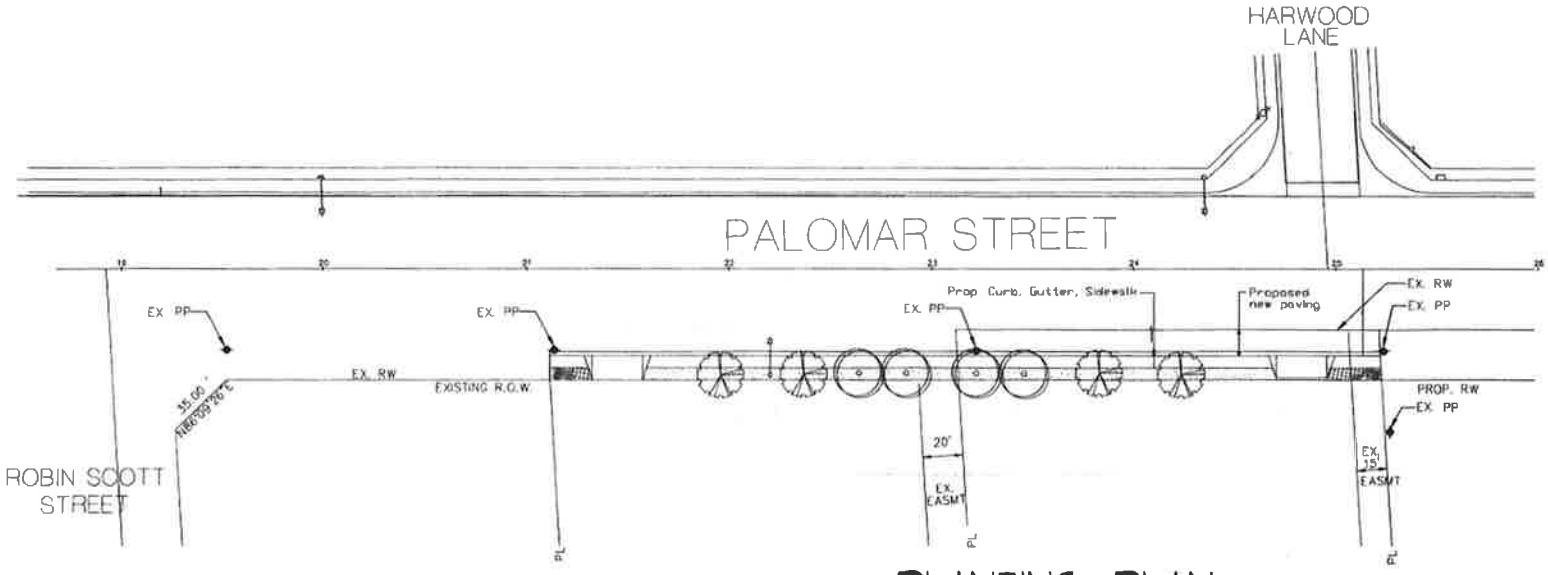
EXHIBIT "B"

DEPICTION OF LANDSCAPE AREA

[See Attached]

Note: The attached exhibit is an excerpt and a portion of the Irrigation and Planting Plan approved by the County of Riverside Transportation Department for this development on February 27, 2002. The complete approved Irrigation and Planting Plan (Landscape Plan) referenced herein for this development (PUP 779, IP #990187) is available at the City of Wildomar. Landscaping has not been installed per the approved Landscape Plan, a portion of which is attached hereto. The attached Landscape Plan is only included to depict the general area of landscaping within City right-of-way, not the nature of the landscape material. The Landscape Area includes all the areas between the existing sidewalk and the Church's property line along Palomar Street at the Church's frontage.

IRRIGATION PLAN

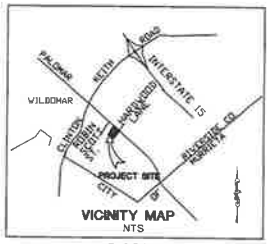


PLANTING PLAN

EXHIBIT "C"

DEPICTION OF STREET LIGHTS

[See Attached]



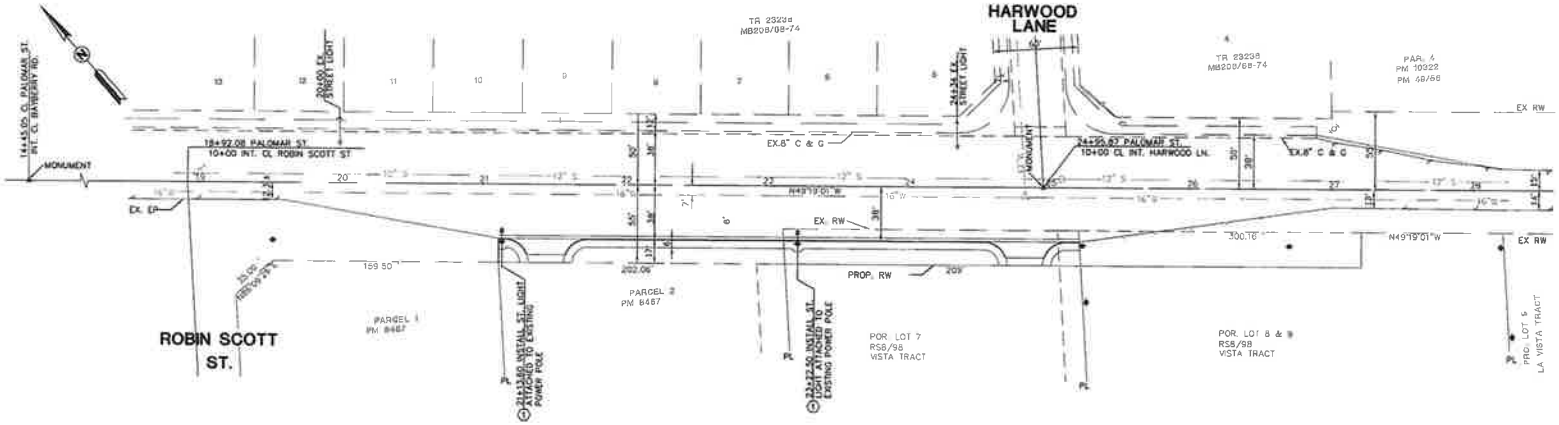
T 7S R4W SEC. 1

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE MOST CURRENT REQUIREMENTS OF THE COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, IMPROVEMENT STANDARDS AND SPECIFICATIONS, COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
2. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO APPLY FOR ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN COUNTY RIGHT-OF-WAY.
3. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT (800) 227-2600 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION. THE CONTRACTOR ACCEPTS ALL RESPONSIBILITY FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES.
4. THIS PROJECT IS WITHIN 30 MILES OF MT. PALOMAR.

CONSTRUCTION NOTES

	ITEM	
1	INSTALL ARTERIAL HIGHWAY LIGHT PER CO. STD. NO. 1001 LOW PRESSURE SODIUM TYPE -22,500 LUMEN, 135 WATTS - 215 VOLTS MODIFIED TO BE ATTACHED TO EXISTING POWER POLE	2 EA



PALOMAR STREET

Underground Service Alert

Call TOLL FREE
1-800
227-2600

TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALE
40 0 20 40 80 120
SCALE: 1" = 40'

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR GRADING PERMIT HAS BEEN ISSUED.

The private engineer signing these plans is responsible for preparing the accuracy and availability of the design herein. In the event of discrepancies arising after city approval or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for approval by the County.

MARK	BY	DATE	REVISIONS:	APPD	DATE

ENGINEER — COUNTY

SEAL—COUNTY: REGISTERED PROFESSIONAL ENGINEER — KHALED A. OTHMAN — No. 33950 Exp. 6/30/02 — CIVIL — STATE OF CALIFORNIA

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT
APPROVED BY: KHALED A. OTHMAN — DATE: 2/21/02
REPRESENTED BY: BOYLE ENGINEERING — DATE: 2-22-02

SEAL: REGISTERED PROFESSIONAL ENGINEER — HECTOR L. CORREA — No. 36408 Exp. 6/30/04 — CIVIL — STATE OF CALIFORNIA

HLC civil engineering
43533 Ridge Park Dr., Suite D
Temecula, California 92590
(909) 506-4883 (909)506-4879 FAX

PREPARED UNDER THE SUPERVISION OF: HECTOR L. CORREA
R.C.E. NO. 36408 EXPIRATION DATE 6-30-04
DATE: 2/21/02

BENCHMARK:
T-59-60
3" ALUM. DISK AT NE. CORNER OF GRAND AVENUE AND CINTON KEITH ROAD AT W'LY FENCE CORNER SEC. POWER STATION.
ELEV. 1199.072

SCALE: AS SHOWN

P.U.P. NO. 779 IP # 990187
COUNTY OF RIVERSIDE

PALOMAR STREET
STREET LIGHT PLAN

FOR WORLD HARVEST CHURCH — W.O.

SHEET NO. 1 OF 1 SHTS.

X

926-HH

EXHIBIT "D"

INSURANCE

A. Insurance Requirements. Church shall provide and maintain the following insurance coverages 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 as set forth in the Maintenance Agreement, Exhibit "B", limited to the subject obligations of the Church, its agents, representatives or employees:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

2. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $1,000,000 per accident. If Church owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Church will use personal autos in any way on this project, Church shall provide evidence of personal auto liability coverage for each such person.

3. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Church, subcontractors or others involved in the work under this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

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

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

2. General Liability and Automobile Liability Coverages. Subject to limitations of the Church's obligations to maintain Exhibit "B" Landscape Area as defined in the Maintenance Agreement, and only in so far as the Church is performing duties pursuant to the Maintenance Agreement, the Church agrees to provide liability coverages described below. It is expressly understood that other than the potential liability the City may incur arising out of the Church's performance of its duties under the Maintenance Agreement this insurance does not otherwise provide coverage to the City, its agents or employees.

(a) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Church performs; products and completed operations of Church; premises owned, occupied or used by Church; or automobiles owned, leased, hired or borrowed by Church, if applicable. Except as limited by the Maintenance Agreement and the limitations expressed above, the coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials, or employees.

(b) Church's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed 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, Church's insurance.

(c) Church'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.

(d) 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. Waiver of Subrogation. Unless the City Manager otherwise agrees in writing, if Church hires any employees and is therefore required to maintain Worker's Compensation and Employer's Liability Insurance, the insurer providing such coverage 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 Church.

A. Other Requirements. Church 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 City Attorney may require that Church furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.11
CONSENT CALENDAR
Meeting Date: August 10, 2016

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Annexation No. 10 into Community Facilities District No. 2013-1 (Services) for Wildomar Housing Partners, LLC (PM 32833)

STAFF REPORT

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

RESOLUTION NO. 2016 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 10) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

BACKGROUND:
On March 12, 2014 the City Council approved Resolution No. 2014-09 establishing Community Facilities District No. 2013-1 (Services) of the City of Wildomar (the "CFD No. 2013-1" or "District") and authorizing the levying of special taxes on parcels of taxable property for the purpose of providing certain services which are necessary to meet increased demands placed upon the City.

The developer, Wildomar Housing Partners LLC, property owner of PM 32833, planned to develop four residential units within the City, has requested that the City annex this territory into CFD No. 2013-1 (Services) to cover the costs associated with the maintenance of public improvements and for providing public safety services. The improvements proposed to be maintained include items such as landscaping and lighting, water quality improvements, graffiti, street sweeping, and trails and park maintenance.

In addition to maintaining public improvements CFD No. 2013-1 will include a special tax to provide for financing of certain public services to meet increased demands of police and fire protection services as a result of the new developments within the City.

The landowner has advised the City that it desires the area described in Exhibit A of the Resolution of Intention to be annexed into CFD No. 2013-1 and that a rate and method of apportionment of special tax to be levied therein be established.

The area proposed within Annexation No. 10 will encompass four residential units in one tract, with a FY 2017-18 maximum annual tax of $1,662.22 per unit, per year. The tract proposed to be annexed into CFD No. 2013-1 will be included in Tax Zone 10. This tax rate includes a Maximum Special Tax A of $1,418.22 per unit per year for maintenance services of public facilities, and Maximum Special Tax B of $244 per unit per year for safety services. Both of these tax rates are proposed to escalate each year. Maximum Special Tax A will increase by the greater of Consumer Price Index (CPI) or 2% and Special Tax B will increase by the greater of CPI or 5%. Wildomar Housing Partners LLC, has agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2013-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conduct the election.

The next step to annex the property to CFD No. 2013-1 is to publish a notice of public hearing of the proposed annexation as required by the Mello-Roos Act. A public hearing on the matter will take place on September 14, 2016 and at that time the Council will formally consider approval of Annexation No. 10.

FISCAL IMPACT

On March 1 of each year, every residential building for which a building permit has been issued will be subject to the special taxes in the ensuing Fiscal Year. If the anticipated costs of maintaining the facilities in any given Fiscal Year, prior to buildout of the project, exceeds the special tax revenues available from parcels for which building permits have been issued, then the special tax may also be on property with recorded final subdivision maps for which a building permit has not been issued prior to March 1, of the preceding Fiscal Year in which the special tax is to be levied, as well as other undeveloped property. The special tax levied to pay for safety services will only be applied to those properties for which a building permit has been issued as of March 1 preceeding the Fiscal Year being levied.

The projected levy for FY 2017-18 is $5,058.57 for the first year of maintenance services for Special Tax A. Once developed, the Special Tax B will generate $976 in the initial Fiscal Year for police and fire protection services.

Submitted by:	Approved by:
Dan York	Gary Nordquist
Assistant City Manager	City Manager

ATTACHMENTS:

1) Resolution of Intention 2016-____
    a) Description of Territory
    b) Description of Authorized Services
    c) Rate and Method of Apportionment
    d) Proposed Annexation Boundary Map
    e) Potential Citywide Map Annexation Area
    f) Signed Petition, Waiver and Consent for Annexation
    g) Notice of Public Hearing
    h) Sample Ballot

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 10) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

WHEREAS, on March 12, 2014, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2014-09 establishing Community Facilities District No. 2013-1 (Services) ("CFD No. 2013-1"), of the City of Wildomar, County of Riverside, State of California, for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City; and

WHEREAS, the City Council has received a written instrument from the landowner to initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities District Act of 1982 (the "Act"), to annex territory into CFD No. 2013-1 and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election; and

WHEREAS, the City Council has been advised that the landowner has requested that the area described and shown in Exhibits A and D be annexed into the boundaries of CFD No. 2013-1, that a rate and method of apportionment of special tax to be levied therein be established.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING EX OFFICIO AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Intent to Annex. The City Council hereby declares that it proposes and intends to conduct proceedings pursuant to Article 3.5 of the Act for the annexation to CFD No. 2013-1 of the territory described in Exhibit A attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed into CFD No. 2013-1.

Section 2. Name of the Community Facilities District. The name of the existing community facilities district is known as "Community Facilities District No. 2013-1 (Services)."

Section 3. Description of Territory Proposed to be Annexed, Annexation Map. The territory proposed to be annexed is included within the boundaries within which property

may annex to CFD No. 2013-1 and is more particularly described and shown on that certain map entitled “Boundaries – Potential Annexation Area Community Facilities District No. 2013-1 (Services) of the City of Wildomar, County of Riverside, State of California,” as recorded on February 18, 2014 in Book 76 of Maps of Assessment and Community Facilities District, Pages 65-67, and as Instrument No. 2014-0062325 in the official records of the County of Riverside. The territory proposed to be annexed to the CFD No. 2013-1 is described in Exhibit A attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Proposed Annexation Map No. 10, Community Facilities District No. 2013-1 (Services), City of Wildomar, County of Riverside, State of California," which is on file with the City Clerk (the "Annexation Map") and attached hereto as Exhibit D.

Section 4. Description of Authorized Services. The services proposed to be financed by CFD No. 2013-1 (the “Services”) are described in Exhibit B attached hereto. The cost of providing the Services includes “administrative expenses,” which include costs associated with the creation of CFD No. 2013-1, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2013-1. The Services authorized to be financed by CFD No. 2013-1 are in addition to those currently provided in the territory of CFD No. 2013-1 and do not supplant services already available within that territory.

Section 5. Levy of Special Taxes. Except where funds are otherwise available, a special tax sufficient to pay the costs of the Services (including administrative expenses), secured by recordation of a continuing lien against all nonexempt real property in CFD No. 2013-1, will be levied annually within CFD No. 2013-1. The rate and method of apportionment, and manner of collection of the special tax are specified in Exhibit C.

Section 6. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map attached hereto as Exhibit D as the map of the area proposed to be annexed to the CFD No. 2013-1. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of Riverside no later than 15 days prior to the date of the hearing specified in Section 7 hereof.

Section 7. Public Hearing. The City Council hereby fixes 6:30 p.m., or as soon thereafter as practicable, on Wednesday, September 14, 2016, in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the proposed annexation of the said territory to the CFD No. 2013-1.

Section 8. Notice of Public Hearing. The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing, in substantially the form attached hereto as Exhibit F, one time in a newspaper of general circulation published in the area of CFD No. 2013-1. The publication of said notice shall be completed at least seven days prior to the date herein fixed for said hearing. Said notice shall contain the information prescribed by Section 53322 of the Act.

Section 9. Mailing Ballots In anticipation of its action on Wednesday, September 14, 2016 to call the election on the annexation for the same date, pursuant to waiver of election time limits from the landowners, the City Council hereby authorizes the City Clerk to mail to each landowner in the territory proposed to be annexed to the CFD No. 2013-1 a ballot in substantially the form set forth in Exhibit G hereto. A copy of the waiver and consent form signed by the property owner is attached hereto as Exhibit E and incorporated herein by this reference.

PASSED, APPROVED, AND ADOPTED this 10th day of August, 2016:

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

EXHIBIT A

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

EXHIBIT A

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

The City of Wildomar Community Facilities District No. 2013-1 (Services) (the "CFD No. 2013-1") Annexation No. 10 is currently comprised of one (1) parcel, located within the City boundaries. The property is identified by the following Riverside County Assessor's Parcel Number (APN) and an attached legal description.

APN	Parcel Map Number	Owner Name
368-110-014	PM 32833	Wildomar Housing Partners, LLC

EXHIBIT A

LEGAL DESCRIPTION
FOR PARCEL MAP No. 32833 ANNEXATION
IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

PARCEL 2 AND THOSE PORTIONS OF LOTS A AND B AS SHOWN BY PARCEL MAP NO. 7061 ON FILE IN PARCEL MAP BOOK 22, PAGE 32 THEREOF IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF GRUWELL STREET AND THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID PARCEL 2;

THENCE NORTH 36°37'05" EAST ALONG SAID CENTERLINE OF GRUWELL STREET A DISTANCE OF 331.15 FEET TO THE INTERSECTION OF GRUWELL STREET AND THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID PARCEL 2;

THENCE NORTH 53°27'49" WEST, ALONG SAID SOUTHEASTERLY PROLONGATION AND THE NORTHEASTERLY LINE OF SAID PARCEL 2 AND ALONG THE NORTHWESTERLY PROLONGATION OF SAID NORTHEASTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 360.23 FEET TO THE INTERSECTION OF SEXTON STREET AND SAID NORTHEASTERLY LINE OF PARCEL 2;

THENCE SOUTH 36°36'41" WEST ALONG SAID CENTERLINE OF SEXTON STREET A DISTANCE OF 330.95 FEET TO THE INTERSECTION OF THE CENTERLINE OF SEXTON STREET AND THE NORTHWESTERLY PROLONGATION OF SAID SOUTHWESTERLY LINE OF PARCEL 2;

THENCE SOUTH 53°25'55" EAST ALONG SAID NORTHWESTERLY PROLONGATION AND THE SOUTHWESTERLY LINE OF SAID PARCEL 2 AND ALONG SAID SOUTHEASTERLY PROLONGATION OF PARCEL 2 A DISTANCE OF 360.19 FEET TO THE POINT OF BEGINNING.

This description was prepared by me in conformance with the requirements of the Land Surveyors Act.

10/16/2015 Prep. ___

Mark S. Brown, L.S. 5655 Date
License Expires 9/30/17

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. #5655
STATE OF CALIFORNIA

EXHIBIT B

DESCRIPTION OF AUTHORIZED SERVICES

EXHIBIT B

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

DESCRIPTION OF AUTHORIZED SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2013-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

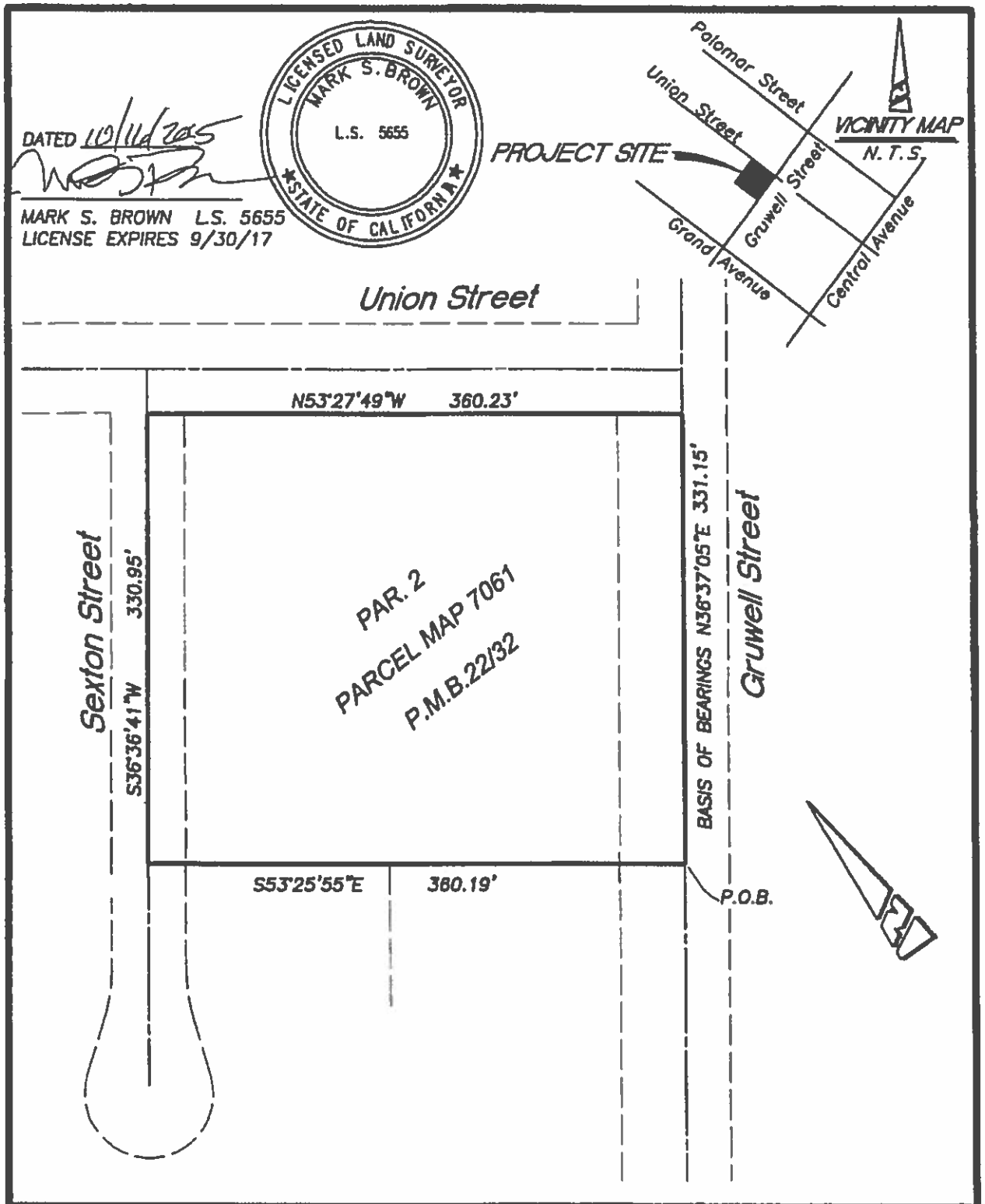
(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2013-1; as well as local roads within residential subdivisions located within CFD No. 2013-1; and any portions adjacent to the properties within CFD No. 2013-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

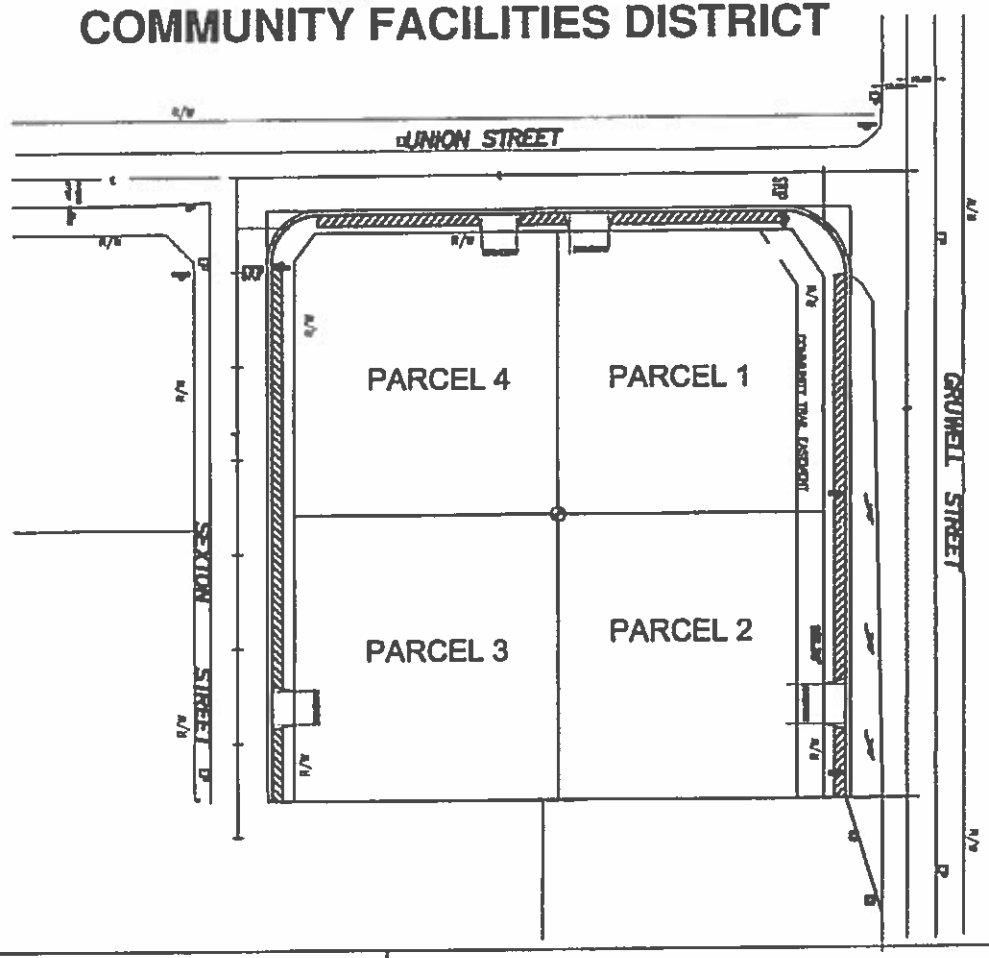
The above services shall be limited to those provided within the boundaries of CFD No. 2013-1 or for the benefit of the properties within the boundaries of CFD No. 2013-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2013-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2013-1 before CFD No. 2013-1 was created.



A.A. Associates
2222 Kansas Avenue # D
Riverside CA. 92507

EXHIBIT _____
CFD ANNEXATION
PARCEL MAP 32833

CITY OF WILDOMAR
PROPOSED MAINTENANCE AREAS
COMMUNITY FACILITIES DISTRICT



A.A AND ASSOCIATES INC.

BUILDING DESIGNERS/ENGINEERS
2222 KANSAS AVE. SUITE K
RIVERSIDE, CA 92507
TEL. (951) 684-4222
aguirre2222@sbcglobal.net

EXHIBIT___
PM 32833
CFD
LANDSCAPE MAINTENANCE AREA

SUMMARY CFD
4075.26 SqFt = 0.93 ACRE

LEGEND

AREA TO BE MAINTAINED BY CFD

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
RATE AND METHOD OF APPORTIONMENT

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR

A Special Tax (the "Special Tax") shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2013-1 (Services) (the "CFD No. 2013-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2014, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2013-1, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2013-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on any Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2013-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2013-1, or any designee thereof associated with fulfilling the CFD No. 2013-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2013-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2013-1 for any other administrative purposes of CFD No. 2013-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means the City Manager of the City of Wildomar, or his or her designee.

"Approved Property" means all Assessor's Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 of preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land that is identifiable by an Assessor's Parcel Number by the County Assessor of the County of Riverside.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that identification number assigned to a parcel by the County Assessor of the County.

"Building Square Footage" or **"BSF"** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Taxable Property after issuance of a building permit for expansion or renovation of such building.

"CFD" or **"CFD No. 2013-1"** means the City of Wildomar Community Facilities District No. 2013-1 (Services).

"City" has the meaning set forth in the preamble.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Exempt Property" means all Assessors' Parcels designated as being exempt from the Special Tax as provided for in Section G.

"Final Map" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which building permits may be issued without further subdivision.

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Land Use Category" means, any of the categories contained in Section B. hereof to which an Assessor's Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor's Parcel as of March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Maximum Special Tax" means the Maximum Special Tax A and/or Maximum Special Tax B, as applicable.

"Maximum Special Tax A" means the Maximum Special Tax A, as determined in accordance with Section C., below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2013-1.

“Maximum Special Tax B” means the Maximum Special Tax B, as determined in accordance with Section C., below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2013-1.

“Multi-Family Residential Property” means any Assessor’s Parcel of residential property that consists of a building or buildings comprised of attached Residential Units available for rental, but not purchase, by the general public and under common management.

“Non-Residential Property” means, all Assessor's Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

“Proportionately” means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

“Residential Unit” or **"RU"** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator.

“Residential Property” means all Assessor’s Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

“Service(s)” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2013-1 as set forth in the documents adopted by the City Council at the time the CFD was formed.

“Single Family Residential Property” means any residential property that consists of a building comprised of attached or detached residential units available for purchase or rent by the general public.

“Special Tax(es)” means the Special Tax A and/or Special Tax B to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

“Special Tax A” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax A Requirement.

“Special Tax B” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property to fund the Special Tax B Requirement.

"Special Tax A Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2013-1 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for (i) maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for Bonds.

"Special Tax B Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2013-1 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax B Requirement include funds for Bonds.

"Taxable Property" means all Assessor's Parcels within CFD No. 2013-1, which are not Exempt Property.

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax. Exhibit "C" identifies the Tax Zone in CFD No. 2013-1 at formation; additional Tax Zones may be created when property is annexed into the CFD.

"Tax Zone 1" means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone 1.

"Tax Zone 2" means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone 2.

"Tract(s)" means an area of land within a subdivision identified by a particular tract number on a Final Map approved for the subdivision.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2013-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property and Approved Property shall be classified as either Residential Property or Non-Residential Property.

C. MAXIMUM SPECIAL TAX RATES

1. Special Tax A

For purposes of determining the applicable Maximum Special Tax A for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. For Parcels of undeveloped property zoned for development of single family attached or multi-family units, the number of Residential Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan, or by assigning the maximum allowable units permitted based on the underlying zoning for the Parcel. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax levied against the Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax A per Residential Unit identified for the Tracts in Table 1 below.

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Taxable Property is shown in Table 1 is shall be specific to each Tract within the CFD. When additional property is annexed into CFD No. 2013-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2014-2015 for a Residential Unit within the Tracts are identified in Table 1 below:

TABLE 1
Maximum Special Tax A Rates

Tax Zone	Tracts	Maximum Special Tax A
1	32535	$346.00 per Residential Unit
2	31479	$346.00 per Residential Unit

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2015 the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Taxable Property is shown in Table 2 is shall be specific to each Tract within the CFD. When additional property is annexed into CFD No. 2013-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2014-2015 per Residential Unit within the Tracts is identified in Table 2 below:

TABLE 2
Maximum Special Tax A Rates

Tax Zone	Tracts	Maximum Special Tax A
1	32535	$346.00 per Residential Unit
2	31479	$346.00 per Residential Unit

On each July 1, commencing on July 1, 2015 the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Taxable Property is shown in Table 3 shall be specific to each Tract within the CFD. When additional property is annexed into CFD No. 2013-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2014-2015 per acre within the Tracts are identified in Table 3 below:

TABLE 3
Maximum Special Tax A Rates

Tax Zone	Tracts	Maximum Special Tax A
1	32535	$1,762 per Acre
2	31479	$1,541 per Acre

On each July 1, commencing on July 1, 2015 the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

The Special Tax B is an annual Special Tax that shall be levied on Developed Property to fund the Special Tax Requirement B.

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2014-2015 for each Land Use Class is shown in Table 4. When additional property is annexed into CFD No. 2013-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B for the Tract or Tracts annexed.

TABLE 4
Maximum Special Tax B Rates

Land Use Class	Description	Unit	Maximum Special Tax B
1	Single Family Residential	RU	$244.00
2	Multi-Family Residential	RU	$173.00

On each July 1, commencing on July 1, 2015 the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by five percent (5.0%), whichever is greater.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2013-1, is an Exempt Property.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2014-2015 and for each following Fiscal Year, the Council shall determine the Special Tax A Requirement and shall levy the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B

Commencing with Fiscal Year 2014-2015 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

The Special Tax B shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B to satisfy the Special Tax B Requirement.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2013-1 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

For each Fiscal Year, the Special Taxes shall be levied as long as the Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2013-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2013-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2013-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

EXHIBIT A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

COST ESTIMATE

Maintenance Services - The estimate breaks down the costs of providing one year's maintenance services for FY 2017-2018. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2013-1.

TAX ZONE 12 – Annexation 10
Parcel Map 32833

Item	Description	Estimated Cost
1	Landscape Maintenance	$2,212.04
2	Graffiti Abatement	$8.24
3	Street lighting	$1,419.59
4	Trail Maintenance	$311.44
5	Streets	$478.58
6	Reserves	$442.99
7	Administration and Expenses	$800.00
Total		**$5,672.88**

Safety Services - It is estimated that the cost of providing police and fire protection services being funded by Special Tax B for the Community Facilities District No. 2013-1 (Services) as outlined in Exhibit "B" hereto, will be as follows for the first year:

- $244.00 per residential unit for single family residential property
- $173.00 per residential unit for multi-family residential property

TAX ZONE SUMMARY

Annexation	Tax Zone	Tract	Fiscal Year	Maximum Special Tax A	Maximum Special Tax B	Subdivider
Original	1	32535	2014-15	$346.00 / RU	$244.00 / RU	CV Communities LLC
Original	2	31479	2014-15	$346.00 / RU	$244.00 / RU	Rancon Equity Partners III
1	3	25122/ 32078	2015-16	$346.00 / RU	$244.00 / RU	Rancho Fortunado Inv, LLC
2	4	PM 16803	2015-16	$51.41 / Acre	N/A	Moralez Enterprises, LLC
3	5	36497	2015-16	$522.27 / RU	$244.00 / RU	Lennar Homes of California, Inc.
4	6	PM 36492	2015-16	$766.14 / Acre	N/A	Rancon Medical and Education Center, LLC
5	7	29476	2016-17	$688.60 / RU	$244.00 / RU	Alta Colina, LLC
6	8	36519	2016-17	$777.35 / RU	$244.00 / RU	Keusder, LLC / MSL Orange, Inc.
7	9	PP 10-0222	2016-17	$7,650.78 / RU	N/A	Plaza de Bundy Canyon, LLC
8	10	32206	2016-17	$633.51 / RU	$244.00 / RU	Wildomar Land, LLC
10	12	PM 32833	2017-18	$1,418.22 / RU	$244.00 / RU	Wildomar Housing Partners, LLC

APPROVED PROPERTY

Annexation	Tax Zone	Tract	Fiscal Year	Maximum Special Tax A	Subdivider
10	12	PM 32833	2017-18	$1,418.22 / RU	Wildomar Housing Partners, LLC

UNDEVELOPED PROPERTY

Annexation	Tax Zone	Tract	Fiscal Year	Maximum Special Tax A	Subdivider
10	12	PM 32833	2017-18	$2,924.16 / Acre	Wildomar Housing Partners, LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 =

100) for the calendar year ending in March of the prior Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

Maximum Special Tax B - On each July 1, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) for the calendar year ending in March of the prior Fiscal Year, or ii) by five percent (5.0%), whichever is greater.

EXHIBIT B

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

DESCRIPTION OF AUTHORIZED SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2013-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2013-1; as well as local roads within residential subdivisions located within CFD No. 2013-1; and any portions adjacent to the properties within CFD No. 2013-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2013-1 or for the benefit of the properties within the boundaries of CFD No. 2013-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2013-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2013-1 before CFD No. 2013-1 was created.

EXHIBIT C

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)

PROPOSED BOUNDARIES

EXHIBIT D

PROPOSED ANNEXATION BOUNDARY MAP NO. 10

PROPOSED ANNEXATION MAP NO. 10

COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
CITY OF WILDOMAR

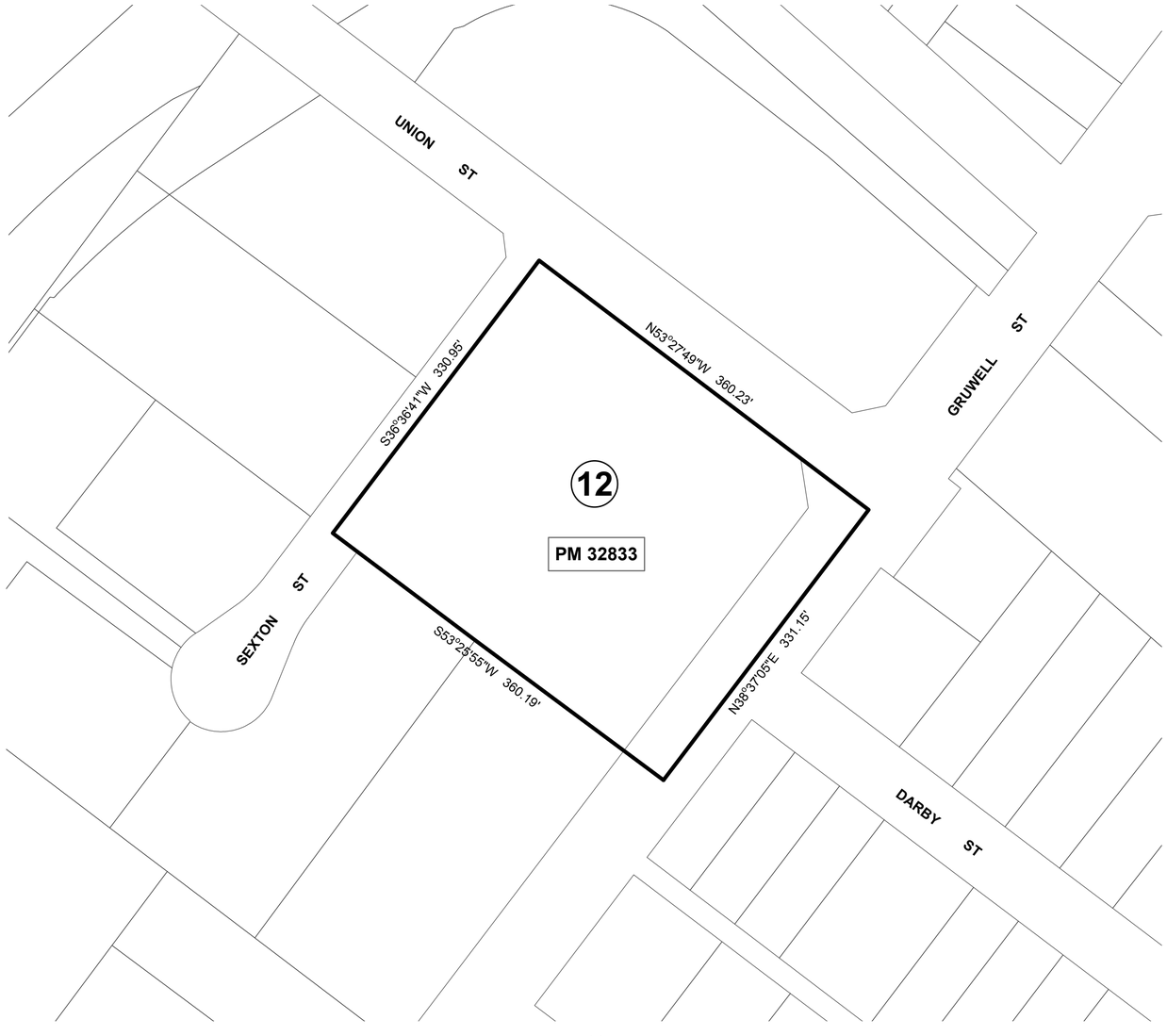
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON FEBRUARY 18, 2014, IN BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGES 65-67 AND AS INSTRUMENT NO. 2014-0062325 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP OR AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF_____, 20___,
BY ITS RESOLUTION NO._____.

_____
CITY CLERK
CITY OF WILDOMAR



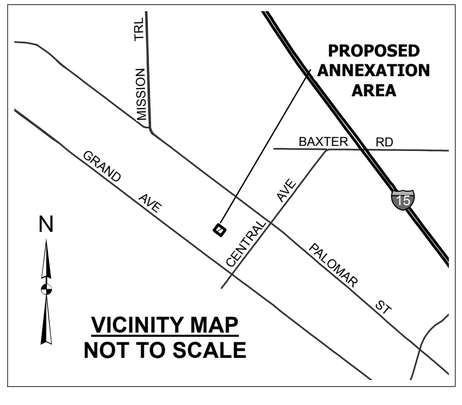
FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20__.

_____
CITY CLERK
CITY OF WILDOMAR

RECORDED THIS ____ DAY OF _____, 20___ AT THE HOUR OF ____ O'CLOCK __M IN BOOK ___ PAGE ___ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____ NO.: _____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY



LEGEND

━━━	PROPOSED ANNEXATION BOUNDARY
───	PARCEL LINE
(12)	TAX ZONE

N

0 200 400 Feet

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS

THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2016-17.

W.O. 13-0124

EXHIBIT E

WAIVER AND CONSENT RESPECTING CONDUCT OF MAILED BALLOT, LANDOWNER ELECTION

PETITION TO THE CITY COUNCIL OF THE CITY OF WILDOMAR REQUESTING ANNEXATION OF PROPERTY TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) WITHIN THE CITY OF WILDOMAR AND A WAIVER WITH RESPECTS TO CERTAIN PROCEDURAL MATTERS UNDER THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982 AND CONSENTING TO THE LEVY OF SPECIAL TAXES THEREON TO PAY THE COSTS OF SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT

1. The undersigned requests that the City Council of the City of Wildomar, initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") (Government Code Section 53311 et seq.), for the annexation of the property described below to Community Facilities District No. 2013-1 (Services) and consents to the annual levy of special taxes on such property to pay the costs of services to be provided by Community Facilities District No. 2013-1 (Services).

2. The undersigned requests that the community facilities district provide any services that are permitted under the Act including, but not limited to, all necessary service, operations, administration and maintenance required to keep the landscape lighting, street lighting, flood control facilities, ground cover, shrubs, plants and trees, irrigation systems, graffiti removal, sidewalks and masonry walls, fencing entry monuments, tot lot equipment and associated appurtenant facilities within the district in a healthy, vigorous and satisfactory working condition.

3. The undersigned hereby certifies that as of the date indicated opposite its signature, it is the owner of all the property within the proposed boundaries of the community facilities district described in Exhibit A hereto and as shown on the map Exhibit B hereto.

4. The undersigned requests that a special election be held under the Act to authorize the special taxes for the proposed community facilities district. The undersigned waives any requirement for the mailing of the ballot for the special election and expressly agrees that said election may be conducted by mailed or hand-delivered ballot to be returned as quickly as possible to the designated election official, being the office of the City Clerk and the undersigned request that the results of said election be canvassed and reported to the City Council at the same meeting of the City Council as the public hearing on the annexation of the property to the community facilities district or at the next available meeting.

5. Pursuant to Sections 53326(a) and 53327(b) of the Act, the undersigned expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, and consents to not having such materials provided to the landowner in the ballot packet, and expressly waives any requirements as to the form of the ballot. The undersigned expressly waives all notice requirements relating to hearings and special elections (except for published notices required by the Act), and whether such requirements are found in the California Elections Code, the

California Government Code or other laws or procedures, including but not limited to any notice provided for by compliance with the provisions of Section 4101 of the California Elections Code.

6. The undersigned hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act or other laws of the State and any and all laws and requirements incorporated therein, and no step or action in any proceeding relative to the annexation of property to the community facilities district of the portion of the incorporated area of the City of Wildomar or the special election therein shall be invalidated or affected by any such irregularity, error mistake or departure.

IN WITNESS WHEREOF, I hereunto set my hand this 5th day of May, 2016.

Wildomar Housing Partners, LLC
[NAME OF LANDOWNER]

By: Dana Haynes
Name: Dana Haynes
Title: Manager

OWNER'S PROPERTY:

TRACT MAP OR PARCEL MAP NO.
or PROJECT NO. PM 32833

OWNER'S MAILING ADDRESS:

_____

_____

_____

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY COUNCIL OF THE CITY OF WILDOMAR THIS ____ DAY OF _____, 20___.

_____
City Clerk of the City Council of the
City of Wildomar

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)

On May 5, 2016 before me, Kristen B. Donnell, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Dana Haynes
Name(s) of Signer(s)

_____,

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

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

WITNESS my hand and official seal.

KRISTEN B. DONNELL
Commission # 2079629
Notary Public - California
Orange County
My Comm. Expires Sep 23, 2018

Signature Kristen B. Donnell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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ACKNOWLEDGMENT REGARDING PROPERTY TO BE INCLUDED INTO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) OF THE CITY OF WILDOMAR

The developer/property owner of **(Assessor's Parcel No.)** 368-110-014 hereby acknowledges that:

If the landscaping, drainage, lighting and eligible public improvements within the Community Facilities District No. 2013-1 (Services) the maintenance areas of **(Assessor's Parcel Nos.)** _____, which is to be included in the Community Facilities District of the City of Wildomar, are completed prior to the levy and collection of special taxes upon property within said tract for the maintenance of such landscape and improvements, the developer/property owner will continue to be responsible for and will maintain the landscaping, drainage, lighting, and eligible public improvements within such maintenance areas at its sole expense, and the City will not assume responsibility for the maintenance of such landscaping, drainage, lighting and eligible public improvements until such time as the City is able to collect such special taxes to pay the costs of the maintenance of such landscaping, drainage, lighting, and eligible public improvements.

DATED:

5/5/16

OWNER(S):

Dana Haynes
(Print Name)

(Signature)

Manager
(Title)

_____
(Print Name)

_____
(Signature)

_____
(Title)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)

On May 5, 2016 before me, Kristen B Donnell, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Dana Haynes
Name(s) of Signer(s)

_____,

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

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

WITNESS my hand and official seal.

KRISTEN B. DONNELL
Commission # 2079629
Notary Public - California
Orange County
My Comm. Expires Sep 23, 2018

Signature Kristen B Donnell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT F

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT (ANNEXATION NO. 10)

NOTICE IS HEREBY GIVEN that the City Council of the City of Wildomar on August 10, 2016 adopted its Resolution No. 2016-__, in which it declared its intention to annex territory to existing Community Facilities District No. 2013-1 (Services) (the "CFD No. 2013-1"), and to levy a special tax to pay for certain maintenance services, all pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD No. 2013-1 is proposed.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed 6:30 p.m., or as soon thereafter as practicable, Wednesday, September 14, 2016 in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the establishment of CFD No. 2013-1. At the hearing, the testimony of all interest persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: _____, 20___

_____
City Clerk of the City of Wildomar

EXHIBIT G

SPECIAL ELECTION BALLOT

SPECIAL TAX ELECTION
CITY OF WILDOMAR

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 10

(September 14, 2016)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 10 of the Community Facilities District No. 2013-1 (Services) ("CFD No. 2013-1") of the City of Wildomar:

Name of Landowner	Number of Acres Owned	Total Votes
Wildomar Housing Partners, LLC	2.17	3

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Wildomar (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner. The City has sent the enclosed ballot to you so that you may vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcel identified below, which parcel is located within the territory proposed to be annexed to the CFD No. 2013-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 215 if the name set forth above or below is incorrect or if you are no longer one of the owners of this parcel. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail Delivery: If by mail, place ballot in the return envelope provided, and mail no later than August 31, 2016, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal Delivery: If in person, deliver to the City Clerk at any time prior to the public hearing on September 14, 2016, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public hearing on September 14, 2016.

Very truly yours,

Debbie A. Lee, CMC
City Clerk
City of Wildomar

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT

Name & Address of Property Owner:	**Assessor's Parcel Number(s):**
Wildomar Housing Partners, LLC Attn: Bill McDonald 30752 Hillcrest Drive Temecula, CA 92591	368-110-014

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES)
ANNEXATION NO. 10

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates and apportioned as described in Exhibit C to the Resolution Declaring its Intention to Annex Territory to Community Facilities District No. 2013-1 (Services) adopted by the City Council on August 10, 2016 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Proposed Annexation Map No. 10 of Community Facilities District No. 2013-1 (Services) City of Wildomar, County of Riverside, State of California" to finance certain services as set forth in Section 4 to the Resolution (including administrative expenses) and shall an appropriation limit be established for Community Facilities District No. 2013-1 (Services) in the amount of special taxes collected?	YES _____ NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2016.

Wildomar Housing Partners, LLC

A California Limited Liability Company

_____
Signature

Bill McDonald
_____
Print Name

Owner
_____
Title

CITY OF WILDOMAR - CITY COUNCIL
Agenda Item # 1.12
CONSENT CALENDAR
Meeting Date: August 10, 2016

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

PREPARED BY: Tina Roney, Senior Administrative Analyst

SUBJECT: Professional Photography and Videography Services

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council authorize the City Manager to enter into a Professional Services Agreement with Cherished Memories Photography.

BACKGROUND/DISCUSSION:
On July 22, the City issued a Request for Proposal to vendors who specialize in Professional Photography and Videography Services. This service will be on an as needed basis and will provide services at events, meetings and produce videos for the State of the City and other economic development activities. After reviewing the five vendors that submitted proposals, staff is recommending that to award a contract to Cherished Memories Photography (CMP). The term for services would be a three year period with options of two, one year extensions.

CMP is a local company based in Lake Elsinore. They provide videography services such as movie making/editing, scripting, animation services and voiceover talent as well as being a portrait studio with clients such as Lake Elsinore Storm, San Diego Padres, Los Angeles Dodgers, The Californian, Cities of Lake Elsinore, Canyon Lake, Elsinore Valley Municipal Water District, and the Lake Elsinore Unified School District. They also are involved with many local charities.

FISCAL IMPACT:
First year will not exceed $25,000; Second year will not exceed $26,500; and Third year will not exceed $29,500.

Submitted by:	Approved by:
Tina Roney	Gary Nordquist
Senior Administrative Analyst	City Manager

ATTACHMENTS:
Professional Services Agreement with project proposal

Attachment A

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,
a municipal corporation

and

CHERISHED MEMORIES PHOTOGRAPHY, INC.

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
CHERISHED MEMORIES PHOTOGRAPHY, INC.

This Agreement for Services ("Agreement") is entered into as of this 10th day of August, 2016 by and between the City of Wildomar, a municipal corporation ("City") and Cherished Memories Photography, a Corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

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

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ($25,000.00) dollars in the 1st year,($26,500.00) dollars in the 2nd year and ($29,500.00) dollars in the 3rd year or in total for three (3) years, not to exceed $81,000.00, unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability

(including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

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

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

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

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

SECTION 17. INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

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

To Service Provider: Cherished Memories Photography, Inc.

32275Mission Trail Rd., Ste. M-1
Lake Elsinore, CA 92530

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

_____

Gary Nordquist
City Manager

ATTEST:

_____
Debbie A. Lee
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____
By: Mike Norkin, President
Its: President

By: Mandy Norkin, Secretary
Its: Secretary

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On Aug 3, 17 before me, Adria O. Poindexter, Notary Public, personally appeared Mike Norkin, 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: _____

ADRIA O. POINDEXTER
Notary Public - California
Riverside County
Commission # 2157920
My Comm. Expires Jul 22, 2020

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER
  President
  TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
Cherished Memories Photography, Inc.

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Services
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

A. Photography

B. Video Capture and Editing

C.

D.

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

A. One 8-10 minute video showcasing city accomplishments

B. 4-6 videos, that showcasing particular themes

C. 12-15 videos that showcase particular events

D.

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

A. Weekly/Bi-weekly updates with appropriate rough draft

B.

C.

D.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

A. Schedule to be determined after planning session with city staff

B.

C.

D.

V. Service Provider will utilize the following personnel to accomplish the Services:

A. Mike Norkin & Alex Ela - Still Photography

B. Ed Aguirre - Videography

C. Alex Ela & Ed Aguirre - Editing

D. Duane Loose - Digital Animation

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

A. None Needed

B.

C.

D.

EXHIBIT "B"
COMPENSATION

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

A. Videography	$15,000.00 (first year)
	$16,500.00 (second year)
	$18,250.00 (third year)
B. Photography	$6,000.00 (first year)
	$7,500.00 (second year)
	$9,000.00 (third year)

**total service cost for three (3) years not to exceed $81,000.00*

II. Service Provider shall use the following rates of pay for optional additional services:

A. Photographer/Videographer	1st year: $250/hour, 2nd year: $300/hour 3rd year: $350/hour
B. Editing	1st year: $125/hour, 2nd year: $150/hour 3rd year: $175/hour
C. Directing	1st year: $125/hour, 2nd year: $125/hour 3rd year: $125/hour
D. Producing	1st year: $125/hour, 2nd year: $125/hour 3rd year: $125/hour

III. The total compensation for the Services shall not exceed $25,000.00 for the 1st year, $26,500.00 for the 2nd year, and $29,500.00 for the 3rd year or $81,000.00 for all three (3) years as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

EXHIBIT "C"
INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

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

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

C. Other Requirements. Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the

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

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

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

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

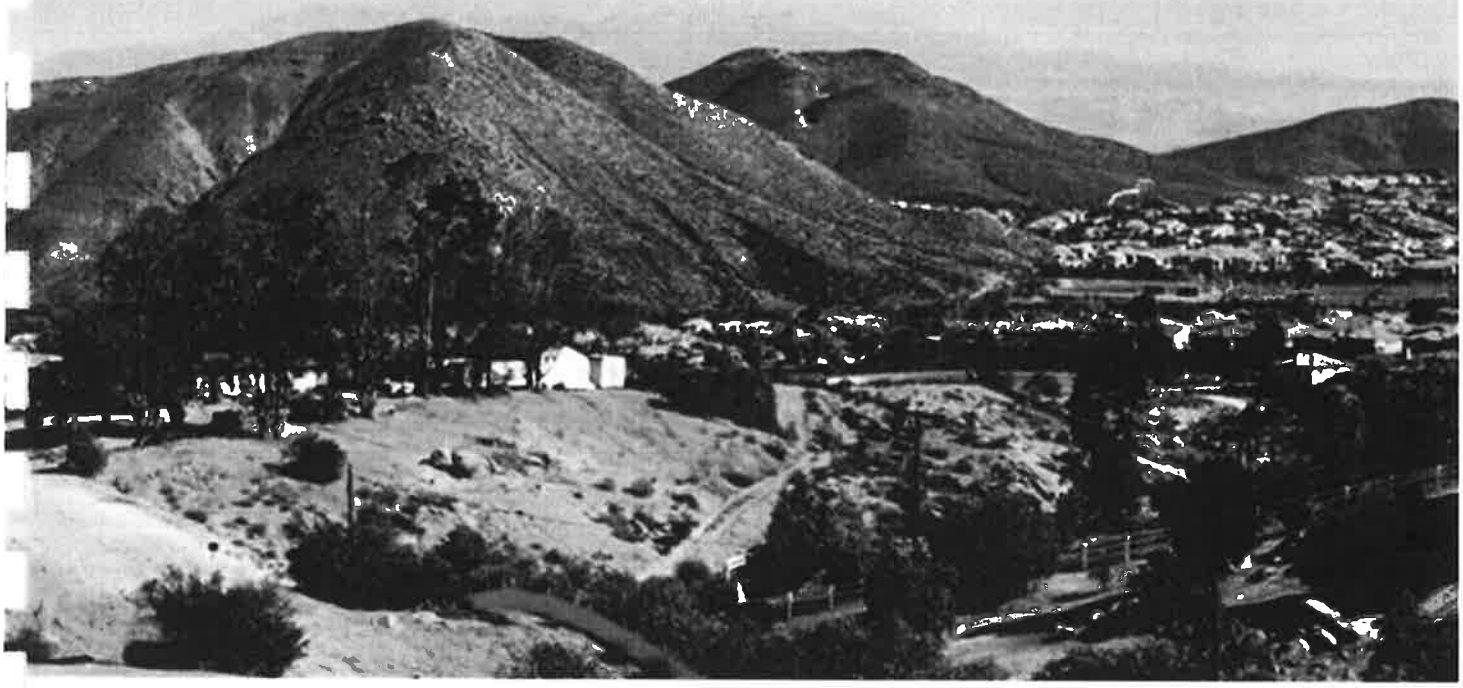
Exhibit "D" - Project Proposal

Cherished Memories
PHOTOGRAPHY

ORIGINAL

PROPOSAL FOR THE CITY OF WILDOMAR

PROFESSIONAL PHOTOGRAPHY AND VIDEOGRAPHY SERVICES



RFP # 7.7.16

PROPOSAL DUE DATE:
THURSDAY, JULY 21, 2016

Proposal Prepared for:
City of Wildomar
Tina Roney, Administrative Analyst II
Re: Professional Photography and Videography Services - RFI
23873 Clinton Keith Rd., Ste. 201
Wildomar, CA 92595

Proposal Prepared and Submitted by:
Mike Norkin & Alex Ela
32275 Mission Trail Rd., Ste. M-1
Lake Elsinore, CA 92530
Phone: 951.304.4133
mike@cherishedmemoriesphotography.com
alex@cherishedmemoriesphotography.com

RECEIVED
CITY OF WILDOMAR

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Cover Letter

City of Wildomar
Tiny Roney, Administrative Analyst II
Re: Professional Photography and Videography Services
23873 Clinton Keith Rd., Ste. 201
Wildomar, Ca 92530

Dear Mrs. Roney,

On behalf of Cherished Memories Photography, we are pleased to submit a proposal to the City of Wildomar.

Cherished Memories Photography (CMP) is a local photography and media services company based in Lake Elsinore. Originally opened in Torrance on September 11, 2001, owner Mike Norkin moved the company to Lake Elsinore in June of 2002. Since moving to Lake Elsinore, Cherished Memories Photography has become the premier portrait studio in the Lake Elsinore Valley with clients such as: The Lake Elsinore Storm, San Diego Padres, Los Angeles Dodgers, The Californian, Cities of Lake Elsinore, Canyon Lake, Elsinore Municipal Water District and The Lake Elsinore Unified School District.

In 2010, owner Mike Norkin partnered with several video based professionals to begin making short videos for commercial and private uses. Each year, the team enters films in the 48hour Film Project, and in 2013, the team was awarded second prize.

The CMP team is comprised of creative and skilled individuals with various levels of experience. The leaders of the team are:

Mike Norkin – Director/Producer & Photographer
Duane Loose – Animation Editor
Alex Ela – Editor and Photographer
Ed Aguirre – Videographer and Editor

The CMP team recognizes that the client has very specific needs. We have categorized what we feel those needs are based on the level of importance found in the RFP.

- Creative and out of the box content
    - Our plan includes the use of computer animations as well as creative shots, editing, pans, drone shots etc.
- On time delivery of final product
- Cost of project

- We acknowledge the cities desire to stay within a desired budget and will work diligently to keep costs to a minimum. We will incorporate a maximum contract amount not to be exceeded.

Cherished Memories Photography looks forward to working with the City of Wildomar to create these awesome videos to help highlight all the wonderful things Wildomar has to offer. If you have any questions or concerns regarding this proposal, please do not hesitate to contact us.

Mike Norkin
Owner, Cherished Memories Photography
32275 Mission Trail Rd., Ste. M-1
Lake Elsinore, CA 92530
951.304.4133 | mike@cherishedmemoriesphotography.com

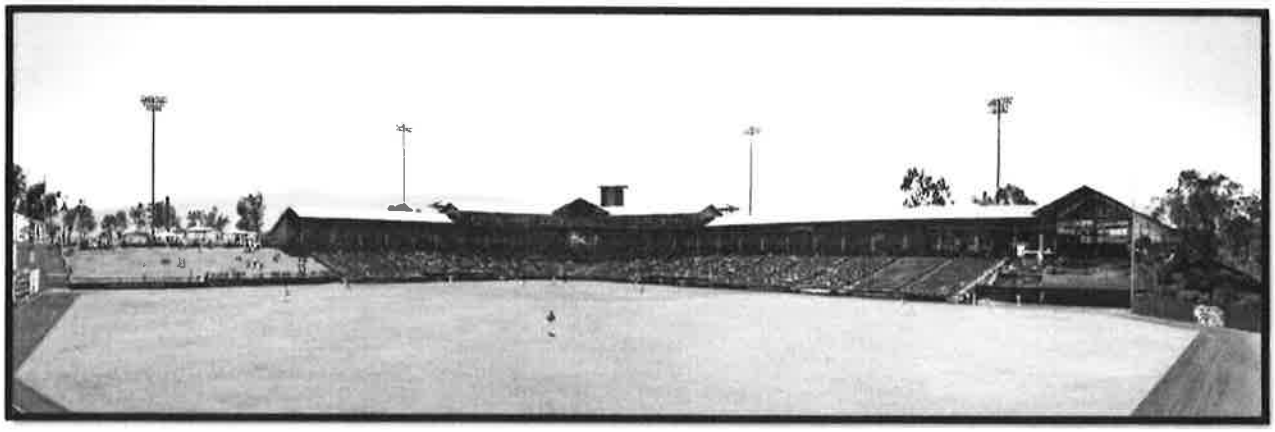
Contacts Responsible for Bid

Cherished Memories Photography
32275 Mission Trail Rd. Ste. M-1, Lake Elsinore, CA 92530
Phone: 951.304.4133 | Email: info@cherishedmemoriesphotography.com

Mike Norkin, Owner
310.420.8951 | mike@cherishedmemoriesphotography.com

Alex Ela, General Manager
951.231.8476 | alex@cherishedmemoriesphotography.com

Business History:



Cherished Memories Photography started as an idea backed by a passion for photography on September 10, 2001. Since then, we have grown from a garage to a 3,000 square foot studio located in beautiful Lake Elsinore. During this expansion, we researched and implemented new technologies to ensure the best in studio customer experience, guaranteed satisfaction with all of our premium quality products, and the quickest turnarounds in the industry; all while keeping it affordable. Despite the growth, our company still remains a family run business that is committed to excellence in products and services while leaving a positive impact on the community.

Today, Cherished Memories services approximately 3,000 high school seniors, 5,000 elementary school students, many family portraits and business portraits, weddings, and much more! We are also the proud official photographers for the Lake Elsinore Storm minor league baseball team affiliated with the San Diego Padres. We consistently work hand in hand with the Lake Elsinore Unified School District (LEUSD), City of Lake Elsinore, Elsinore Valley Municipal Water District, and many other private and public organizations.

Here at Cherished Memories we embody a sense of community, which is why we engage in many customer service projects that will benefit your school and your students. Currently, we have partnered with LEUSD to provide internships for interested high school students and Planet Youth to offer work experience opportunities. Some other local charities we work with are: Lake Elsinore Valley Chamber of Commerce, Trauma Intervention Programs of Southwest Riverside County, Cops for Kids, Hope Inc., Boys and Girls club, Lake Elsinore Rotary, Elsinore Valley Arts Network and Boy Scouts of America. As you can see, our community involvement is huge in Lake Elsinore.

Why Cherished Memories?

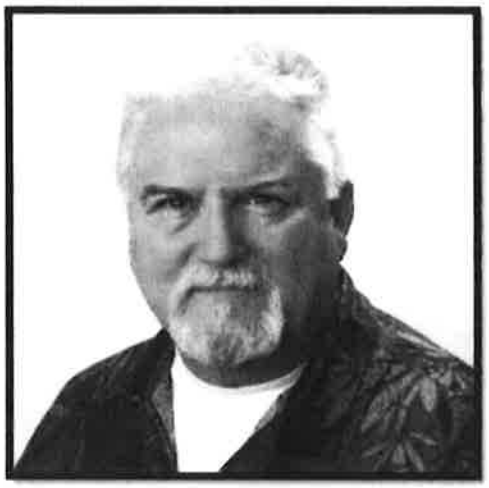
The question that is lingering in your mind as you observe numerous proposals is what makes Cherished Memories stand out from other companies. The answer is simple… our owner Mike Norkin and General Manager Alex Ela! Mike and Alex make it a priority to build a lasting relationship with each individual school from a business and personal standpoint. By doing so, we are able to provide the best possible service to each school site. School staff members, principals, and even parents have consistently praised Mike and Alex for their commitment to excellence.

Mike Norkin is the owner of Cherished Memories Photography who envisioned the growth of his company when he started it in his garage in 2001 at the age of 21. Since then, he has developed over 14 years of photography experience, specializing in high school photography, families, weddings, and much more. Upon opening an office in Lake Elsinore, Mike immediately became very involved in the community. He is the past chairman of the board of the Lake Elsinore Valley Chamber of Commerce, a five (5) year chairman of the CTE Committee in LEUSD, seven (7) years Chairman of the Public Safety Advisory Commission in the city of Lake Elsinore and an avid volunteer with the Trauma Intervention Program. Currently Mike serves as the President for the Rotary Club of Lake Elsinore.

Alex started his photography career when he first met Mike in 2008 as a junior in high school. Since then, he went off to college at the University of California, Merced, where he received his bachelors in Business Management while minoring in Sociology so that he could develop the tools and ideas to take Cherished Memories Photography to the next level. At the age of 22, he became the General Manager for Cherished Memories, and works closely with Mike and staff to find new ways to improve the company every day.

Alex is also heavily involved with the community. He currently serves as an Ambassador with the Lake Elsinore Valley Chamber of Commerce, and with the Rotary Club of Lake Elsinore, where he serves as the Foundation Chair. He also serves on the board of directors for the University of California, Merced Alumni Foundation.

Mike and Alex have worked diligently as a team to create a legacy for Cherished Memories Photography through their service to others. Ask any of our current and previous clients and they will be more than happy to share their excitement of working alongside two humbly passionate photographers.



Duane Loose is a visionary digital content designer for web, film, mobile apps, AAA games, design visualization and experimental education.

Known for world-class concept and product development, dynamic leadership, innovative user experience design, collaborative creative process, inspired teaching and mentoring. Duane has extensive knowledge in computer animation and industrial design, and has been recognized throughout the industry. Duane has taught many classes- from MIT to Cal State San Marcos, and continues to keep up with the industry by implementing new and creative ideas.

Duane's work can be found on: **http://dloosedesign.com/**

Ed Aguirre brings 20+ years of video production to the team. Ed began his work with King cable and then on to Time Warner.

Ed has directed, produced and created hundreds of videos for local municipalities in the Elsinore Valley including the cities of: Lake Elsinore, Canyon Lake and Temecula as well as the Elsinore Valley Municipal Water District. Ed has been involved in every stage of the process, from conceptual discussions to the final presentations to the client.

Ed has collaborated with the staff at Cherished Memories Photography several times throughout the years and he brings a wealth of experience and knowledge to the team.

Work Product/Experience

Video and Interview Work: https://youtu.be/DtRCghesU6k

Video and Animation Work: http://bit.ly/1W7ShLz

Animation Work Involving a Character: http://bit.ly/1Q5vIc0

Animation Work Involving a Character: http://bit.ly/1K8iVDc

Elsinore Eddie: https://www.youtube.com/watch?v=oQkVi1OJF9M

Elsinore Eddie 2: https://www.youtube.com/watch?v=ojs0V-Zudbo

Cost Proposal

Estimated for Year 1:

Filming Days: To be determined after planning meeting with city staff
Filming Time: 30 hours
Normal Editing: 20 hours
Edit Changes: 20 hours
Production Meetings: 10 hours
Photography Services: 60 hours

TOTAL PRODUCTION TIME: 120 Hours
HOURLY RATE: $175/hr
EXPECTED PRODCUTION COST FOR YEAR 1: $21,000
Not to exceed: $25,000

Estimated for Year 2:

TOTAL PRODUCTION TIME: 120 Hours
HOURLY RATE: $200/hr
EXPECTED PRODUCTION COST FOR YEAR 2: $24,000
Not to exceed: $26,500

Estimated for Year 3:

TOTAL PRODUCTION TIME: 120 Hours
HOURLY RATE: $230/hr
EXPECTED PRODUCTION COST FOR YEAR 3: $27,250
Not to exceed: $29,500

EST. TOTAL PROJECT COST: $75,000

The time it takes to create the videos of the scope and magnitude requested in the RFP can vary greatly. Our cost proposal includes at 10% overate in time.

Attachment A

WORK COST PROPOSAL FORM

Service	2016/17	2017/18	2018/19
Videography	$15,000	$16,500	$18,250
Photography	$6,000	$7,500	$9,000
	$	$	$
	$	$	$
Total for Fiscal Year (not-to exceed)	$21,000	$24,000	$27,250

Attachment B

ESTIMATE OF COST

Name of Firm: Cherished Memories Photography

Address: 32275 Mission Trail Rd., Ste. M-1
Lake Elsinore, CA 92530

Contact Name: Mike Norkin

Contact Phone #: 951-304-4133 Fax #:

Contact Email: mike@cherishedmemoriesphotography.com

1. Standard Billing Rates

Standard Hourly Billing Rates			
POSITION	**2016/17**	**2017/18**	**2018/19**
Photographer / Videographer Minimum 2 hours per day	$ 250/hr	$ 300/hr	$ 350/hr
Editing	$ 125/hr	$ 150/hr	$ 175/hr
Director/Producer	$ 125/hr	$ 125/hr	$ 125/hr
	$	$	$
	$	$	$

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.13
CONSENT CALENDAR
Meeting Date: August 10, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Ordinance No. 121 Second Reading – Baxter Village Mixed-Use Project

STAFF REPORT

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

ORDINANCE NO. 121
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 14-0002) TO REMOVE THE MIXED-USE OVERLAY DISTRICT FROM THE ENTIRE SITE AND TO CHANGE THE EXISTING ZONING DESIGNATION ON A PORTION OF THE SITE FROM SCENIC HIGHWAY COMMERCIAL (C-P-S) TO R-3 (GENERAL RESIDENTIAL) AND TO R-4 (PLANNED RESIDENTIAL) TO ACCOMMODATE BAXTER VILLAGE MIXED-USE PROJECT (PLANNING APPLICATION NO. 14-0002) LOCATED AT THE NORTHWEST CORNER OF BAXTER ROAD AND I-15 FREEWAY (APN: 367-180-015 & 367-180-043)

DISCUSSION:
The City Council approved the first reading of Ordinance No. 121 at the July 13, 2016 Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 121.

Submitted by:
Matthew Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENT:
Ordinance No. 121

ORDINANCE NO. 121

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 14-0002) TO REMOVE THE MIXED-USE OVERLAY DISTRICT FROM THE ENTIRE SITE AND TO CHANGE THE EXISTING ZONING DESIGNATION ON A PORTION OF THE SITE FROM SCENIC HIGHWAY COMMERCIAL (C-P-S) TO R-3 (GENERAL RESIDENTIAL) AND TO R-4 (PLANNED RESIDENTIAL) TO ACCOMMODATE BAXTER VILLAGE MIXED-USE PROJECT (PLANNING APPLICATION NO. 14-0002) LOCATED AT THE NORTHWEST CORNER OF BAXTER ROAD AND I-15 FREEWAY (APN: 367-180-015 & 367-180-043)

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA

The approval of Change of Zone No. 14-0002 (Baxter Village Mixed-Use project) is in compliance with requirements of the California Environmental Quality Act (CEQA), in that on July 13, 2016, at a duly noticed public hearing, the City Council certified the Environmental Impact Report (EIR) and adopted the Mitigation Monitoring & Reporting Program for Change of Zone No. 14-0002 reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the project. The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595.

SECTION 2. Multiple Species Habitat Conservation Plan (MSHCP)

The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. Change of Zone Findings

In accordance with the State of California, Government Code 65856 and 65857 and Chapter 17.280 of the Wildomar Zoning Ordinance, the City Council, upon recommendation of the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, finds and determines as follows:

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

Evidence: The applicant is proposing to amend the general plan land use designations for the project site to CR, MHDR and VHDR to accommodate the commercial retail and single-family / multi-family residential development sites. The proposed zone changes to C-P-S, R-3 and R-4 for the Baxter Village Mixed-Use project, upon approval of the proposed GPA, will be consistent with, and implements, the following goals and polices of the General Plan:

LU 2.1 The proposed commercial retail portion of the project will accommodate a land use development that is in accordance with patterns and distribution of land uses that are depicted on the General Plan Land Use map proposed for the subject site.

LU 4.1 The proposed commercial retail portion of the project will accommodate a land use development proposal that is located and designed to visually enhance and not degrade the character of the surrounding area.

LU 6.1 The proposed commercial retail portion of the project will be developed in accordance with the proposed General Plan land use designation that ensures compatibility and minimizes impacts.

LU 23.1 The proposed land use amendment resulting in the commercial retail portion of the project is properly located and designated for commercial development in accordance with the General Plan.

LU23.6 The proposed commercial portion of the project will have proper mitigation measures to protect the neighboring residential areas from Noise, light, fumes, odors, vehicular traffic , parking and operational hazards.

LU23.7 The proposed project will be served by water and sewer along provided by EVMWD to meet the project demands.

LU 23.8 The proposed land use amendment will provide needed services and jobs for the Wildomar community in accordance with the General Plan.

H-1.1 The proposed single family and multi-family project areas will help ensure a sufficient supply of properly planned land to meet housing needs identified in the City's Regional Housing Needs Allocation (RHNA) required in the Housing Element.

H-6.1 The proposed single family and multi-family project areas will utilize energy conservation measures in that each enclosed garage space has an EV charging outlet for electric vehicles, and will be designed to meet Green Building code standards.

SECTION 4: **Amendment to the Zoning Map**

The City Council, based on the findings above, hereby approves a change to the City of Wildomar Zoning Map for the Baxter Village Mixed-Use project located at the northwest corner of the I-15 Freeway and Baxter Road, otherwise known as APN's: 367-180-015 & 367-180-043, as illustrated in Exhibit 1 of this Ordinance.

SECTION 5. **Effective Date of the Ordinance.**

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

SECTION 6 **Severability.**

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. **City Clerk Action**

The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this 10th day of August, 2016.

_____
Bridgette Moore
Mayor

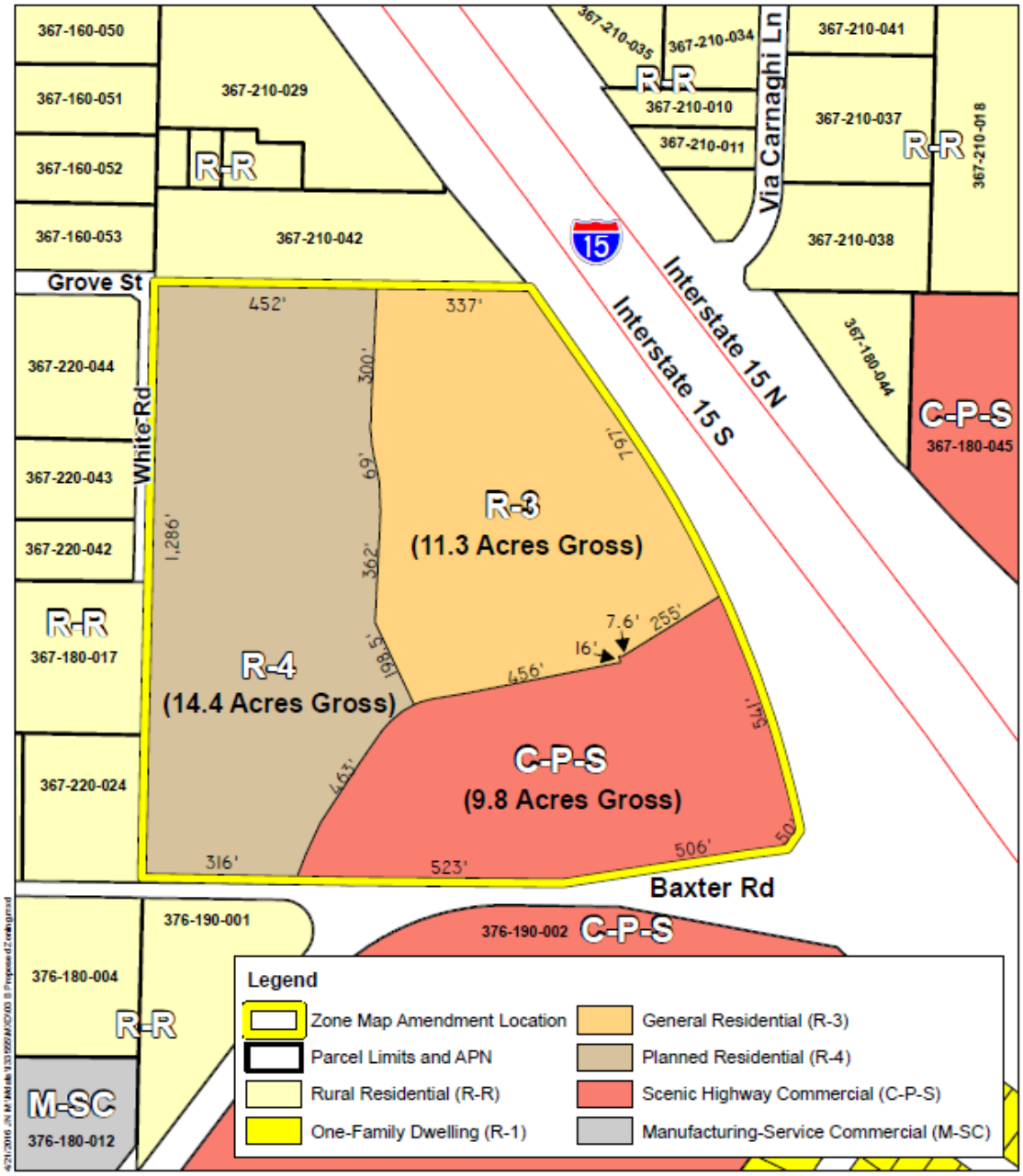
APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

EXHIBIT 1
Zone Change Boundary Exhibit



Planning Application No. 14-0002
Tentative Tract Map No. 36674
APPLICANT / LANDOWNER:
STRATA BAXTER, LLC

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: August 10, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Zoning Ordinance Amendment No. 16-03 – Micro-Breweries Amendment

STAFF REPORT

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

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 16-03 AMENDING CHAPTER 17.72 (C-1/C-P ZONE) AND CHAPTER 17.76 (C-P-S ZONE) OF THE WILDOMAR MUNICIPAL CODE RELATING TO MICRO-BREWERIES

BACKGROUND:
The Planning Commission reviewed the proposed zoning ordinance amendment at their July 6, 2016 meeting. There was one public speaker (Ken Mayes) who expressed comments about water usage for micro-breweries. After close of the public hearing and Commission discussion, the Commission voted 3-0 recommending City Council adoption of a categorical exemption and approval of Zoning Ordinance Amendment No. 16-03.

DISCUSSION:
The City Council has directed staff to bring forth this code amendment in effort to address inquiries received from interested business owners in this specialty area of service. The proposed code amendment will allow micro-breweries as a permitted use in the C-1/C-P and C-P-S commercial zones provided beer production does not exceed 15,000 barrels/year. For micro-breweries exceeding 15,000 barrels/year production will need a Conditional Use Permit in the same two zoning districts. A full copy of the proposed Ordinance is provided for Council consideration in Attachment A.

Currently, micro-breweries *are* *<u>not listed</u>* as a permitted or conditionally permitted use in C-1/C-P or C-P-S zones. Micro-breweries will be allowed in these zones provided they are located in an existing/enclosed building, or an as extension to an existing restaurant

(i.e., pizza parlor, etc.). Each user will be required to obtain the appropriate alcohol license from the state Department of Alcohol Beverage Control (ABC). According to the ABC, there are two main license types for micro-breweries as follows:

1) A Type 23 license (referred to as brew pubs and micro-breweries) allows the licensee to produce up to 60,000 barrels of beer per year with or with out a bona-fide restaurant, and with sales for on-site or off-site consumption.

2) A Type 75 license (referred to restaurant with brew pub) allows the licensee to produce up to 5,000 barrels of beer per year for on-site consumption in association with a bona-fide restaurant. Also allows the sale of beer for off-site consumption.

Staff contacted Elsinore Valley Municipal Water District (EVMWD) to verify what water impacts, if any, exist with micro-breweries. According to EVMWD, there are two existing micro-breweries in their water district service area that range between 24,000 to 160,000 gallons of water/month. EVMWD has stated that these two businesses do not create impacts to water usage and will continue to provide "water will-serve" for micro-breweries within their district service area (a copy of this discussion is provided in Attachment B). In a second verbal discussion with EVMWD, it was conveyed to staff that the amount of water used by micro-breweries under the proposed ordinance is similar to other commercial uses like car washes and laundromats. Car washes and laundromats are both permitted uses in the C-1/C-P and C-P-S zones.

The changes proposed by staff, and recommended by the Planning Commission, for micro-breweries in the C-1/C-P zone are summarized below.

C-1/C-P Zone:

17.72.010.A.96
"Micro-brewery/brew pub" requiring a Type 23 ABC license allowing the licensee to produce beer with or with out a bona-fide restaurant, and with sales for on-site or off-site consumption. Production is limited to no more than 15,000 barrels/year."

17.72.010.A.97
"Micro-brewery/brew pub" requiring a Type 75 state ABC license allowing the licensee to produce beer for on-site consumption in association with a bona-fide restaurant, and which allows the sale of beer for off-site consumption. Production is limited to no more than 5,000 barrels/year."

17.72.010.C.18
"Micro-brewery/brew pub" requiring a Type 23 ABC license allowing the licensee to produce beer with or with out a bona-fide restaurant, and with sales for on-site or off-site consumption with production exceeding 15,000 barrels/year."

The changes proposed by staff, and recommended by the Planning Commission, for micro-breweries in the C-P-S zone are summarized below.

C-P-S Zone:

17.76.010.A.101
"Micro-brewery/brew pub" requiring a Type 23 ABC license allowing the licensee to produce beer with or with out a bona-fide restaurant, and with sales for on-site or off-site consumption. Production is limited to no more than 15,000 barrels/year."

17.76.010.A.102
"Micro-brewery/brew pub" requiring a Type 75 state ABC license allowing the licensee to produce beer for on-site consumption in association with a bona-fide restaurant, and which allows the sale of beer for off-site consumption. Production is limited to no more than 5,000 barrels/year."

17.76.010.B.24
"Micro-brewery/brew pub" requiring a Type 23 ABC license allowing the licensee to produce beer with or with out a bona-fide restaurant, and with sales for on-site or off-site consumption with production exceeding 15,000 barrels/year."

Due to the small nature of this type of use, staff believes micro-breweries will be compatible with other commercial uses either as an individual use or associated with an existing restaurant, such as a pizza parlor. Like other commercial uses, micro-breweries will provide jobs and sales tax revenue for the city….something that is encouraged in our General Plan. It will also meet a current demand for this type of commercial service.

The Planning Commission is recommending Council support of the amendment for the following reasons.

1. Under the current C-1/C-P and C-P-S zones, there are similar uses more or equally intensive as small micro-breweries that do not require a CUP (i.e., bars, lounges and restaurants). Thus, this use would be compatible with other permitted commercial uses in the same zone. Larger micro-breweries as defined above are similar to these permitted uses, but staff is recommending a CUP to ensure that special conditions can be applied to ensure compatibility with surrounding uses.

2. A micro-brewery is a use that is consistent with the policies and intent of the commercial retail land use and zoning designations as outlined in the General Plan. There is nothing a small microbrew producer would be doing as part of its operations that would necessitate additional/special conditions so long as the use is located within an existing building with production under 15,000 barrels/year. Any micro-brewery that proposes new construction on a vacant site will be required to obtain a plot plan approval from the City in accordance with the zoning ordinance.

3. Micro-breweries licensees are regulated by ABC. If they don't comply with ABC regulations, they could face fines or a loss of their license. This existing regulatory framework guarantees that they will conduct business in a systemic and responsible manner.

As a point of reference, staff researched how our adjacent city neighbors regulate micro-breweries. As Table 1 below demonstrates, there is a mix of requirements ranging from allowing these uses as "permitted by right" to requiring a Conditional Use Permit (CUP).

Table 1 - Microbreweries Survey

City Agency	Land Use Requirement/Process
City of Menifee	Breweries, distilleries, and wine making facilities with on-site tasting rooms and sales for off-site consumption, are allowed by right in the Economic Development Corridor.
City of Lake Elsinore	Micro-breweries are allowed to manufacture only in industrial zones with a Tenant Improvement. Interpretation of the Community Development Director to determine the entitlement process needed on a case by case basis.
City of Murrieta	Micro-breweries are allowed in Commercial zones by right as an auxiliary use, such as a restaurant. A Minor CUP is needed in the Industrial zones.
City of Temecula	Micro-breweries are allowed in the Commercial zones by right and allowed in the Light Industrial zone subject to a CUP.
City of Perris	Micro-breweries are allowed in the Commercial & Industrial zones subject to a CUP.

ENVIRONMENTAL DISCUSSION:

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 16-03. This evaluation indicated no potential for significant impacts on the environment. First, micro-breweries (with or without food sales/tasting rooms) are similar to other typical commercial uses in the C-1/C-P or C-P-S zones that involve an ABC license. As these uses are permitted by right in these zones, CEQA would not apply to the establishment of these permitted uses. Second, Elsinore Valley Municipal Water District (EVMWD) was consulted to verify what, if any, impacts a micro-brewery could have on water usage. According to EVMWD (email dated May 16, 2016), there are two existing micro-breweries in their district service area, with water usage ranging

from 24,000 to 160,000 gallons/month. EVMWD issued will serve letters for these micro-breweries, and concluded that micro-breweries will not create impacts on water. In a second verbal discussion with EVMWD, it was conveyed to staff that the amount of water used by micro-breweries under the proposed ordinance would not exceed that of similar commercial uses like car washes and laundromats, which are allowed by right in the C-1/C-P and C-P-S zones. Given these factors, ZOA No. 16-03 meets the criteria for a general rule exemption from CEQA pursuant to Section 15061(b)(3). This section states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. As a result, the Planning Department recommends that the Planning Commission recommend the City Council make a determination that Zoning Ordinance Amendment No. 16-03 has no potential to negatively impact the environment.

FINDING OF FACT – ZOA NO. 16-03:
In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the Planning Commission is recommending the City Council consider the following finding in support of Zoning Ordinance Amendment No. 16-03.

A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

   The proposed amendment is consistent with the General Plan in that microbreweries locating in the C-1/C-P (General Commercial) and C-P-S (Scenic Highway Commercial) zones meet the intent of providing a variety of commercial and retail uses in these zones. Both the C-1/C-P and C-P-S zones are intended to promote and attract commercial and retail activities, services and jobs for local Wildomar residents. Allowing micro-breweries in these zone districts will further strengthen the City's economic base while meeting a market demand.

PUBLIC NOTICING:
In accordance with Chapter 17.04 of the Wildomar Municipal Code, the Planning Department, on July 29, 2016, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the public hearing to be held by the Planning Commission for Zoning Ordinance Amendment No. 16-03.

FISCAL IMPACT:
There is no fiscal impact to the City's General Fund.

Submitted by:	Approved by:
Matthew C. Bassi	Gary Nordquist
Planning Director	City Manager

ATTACHMENTS:

A. Ordinance

B. EVMWD Water Consumption Letter

ATTACHMENT A

Council Ordinance for ZOA No. 16-03

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 16-03 AMENDING CHAPTER 17.72 (C-1/C-P ZONE) AND CHAPTER 17.76 (C-P-S ZONE) OF THE WILDOMAR MUNICIPAL CODE RELATING TO MICRO-BREWERIES

WHEREAS, the City Council has decided to amend Chapter 17.72 (C-1/C-P zone) and Chapter 17.76 (C-P-S zone) of the Wildomar Municipal Code relating to Microbreweries; and

WHEREAS, in accordance with Section 17.280 of the Wildomar Municipal Code, the City Council has the authority to take action on Zoning Ordinance Amendment No. 16-03; and

WHEREAS, the Planning Commission held a public hearing on July 6, 2016 for Zoning Ordinance Amendment No. 16-03, and adopted PC Resolution No. 2016-21 recommending City Council approval of Zoning Ordinance Amendment No. 16-03; and

WHEREAS, in accordance with the Wildomar Municipal Code, the Planning Department, on July 29, 2016, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of a public hearing set for August 10, 2016 regarding Zoning Ordinance Amendment No. 16-03; and

WHEREAS, in accordance with Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on August 10, 2016, at which time interested persons had an opportunity to testify in support of, or opposition to Zoning Ordinance Amendment No. 16-03, and at which time the Planning Commission received public testimony concerning Zoning Ordinance Amendment No. 16-03, and has made a recommendation to the City Council regarding said amendment.

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

SECTION 1. <u>CEQA/ENVIRONMENTAL DETERMINATION</u>.

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 16-03. This evaluation indicated no potential for significant impacts on the environment. First, micro-breweries (with or without food sales/tasting rooms) are similar to other typical commercial uses in the C-1/C-P or C-P-S zones that involve an ABC license. As these uses are permitted by right in these zones, CEQA

would not apply to the establishment of these permitted uses. Second, Elsinore Valley Municipal Water District (EVMWD) was consulted to verify what, if any, impacts a micro-brewery could have on water usage. According to EVMWD (email dated May 16, 2016), there are two existing micro-breweries in their district service area, with water usage ranging from 24,000 to 160,000 gallons/month. EVMWD issued will serve letters for these micro-breweries, and concluded that micro-breweries will not create impacts on water. In a second verbal discussion with EVMWD, it was conveyed to staff that the amount of water used by micro-breweries under the proposed ordinance would not exceed that of similar commercial uses like car washes and laundromats, which are permitted by right in the C-1/C-P and C-P-S zones.

Given these factors, ZOA No. 16-03 meets the criteria for a general rule exemption from CEQA pursuant to Section 15061(b)(3). This section states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. As a result, the Planning Commission recommends the City Council make a determination that Zoning Ordinance Amendment No. 16-03 has no potential to negatively impact the environment.

SECTION 2. <u>REQUIRED ZOA FINDING</u>.

In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the City Council, upon recommendation of the Planning Commission, hereby makes the following finding for approval of Zoning Ordinance Amendment No. 16-03.

A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

   The proposed amendment is consistent with the General Plan in that microbreweries locating in the C-1/C-P (General Commercial) and C-P-S (Scenic Highway Commercial) zones meet the intent of providing a variety of commercial and retail uses in these zones. Both the C-1/C-P and C-P-S zones are intended to promote and attract commercial and retail activities, services and jobs for local Wildomar residents. Allowing micro-breweries in these zone districts will further strengthen the City's economic base while meeting a market demand.

SECTION 3. AMENDMENT TO THE ZONING ORDINANCE

Chapter 17.72.010 (C-1/C-P zone) of the City of Wildomar Municipal Code is hereby amended to add the following uses to the list of permitted uses in enclosed buildings:

17.72.010.A.96

"Micro-brewery/brew pub" requiring a Type 23 ABC license allowing the licensee to produce beer with or with out a bona-fide restaurant, and with sales for on-site or off-site consumption. Production is limited to no more than 15,000 barrels/year."

17.72.010.A.97
"Micro-brewery/brew pub" requiring a Type 75 state ABC license allowing the licensee to produce beer for on-site consumption in association with a bona-fide restaurant, and which allows the sale of beer for off-site consumption. Production is limited to no more than 5,000 barrels/year."

17.72.010.C.18
"Micro-brewery/brew pub" requiring a Type 23 ABC license allowing the licensee to produce beer with or with out a bona-fide restaurant, and with sales for on-site or off-site consumption with production exceeding 15,000 barrels/year."

SECTION 4. AMENDMENT TO THE ZONING ORDINANCE

Chapter 17.76.010 (C-P-S zone) of the City of Wildomar Municipal Code is hereby amended to add the following use to the list of uses permitted in enclosed buildings:

17.76.010.A.101
"Micro-brewery/brew pub" requiring a Type 23 ABC license allowing the licensee to produce beer with or with out a bona-fide restaurant, and with sales for on-site or off-site consumption. Production is limited to no more than 15,000 barrels/year."

17.76.010.A.102
"Micro-brewery/brew pub" requiring a Type 75 state ABC license allowing the licensee to produce beer for on-site consumption in association with a bona-fide restaurant, and which allows the sale of beer for off-site consumption. Production is limited to no more than 5,000 barrels/year."

17.76.010.B.24
"Micro-brewery/brew pub" requiring a Type 23 ABC license allowing the licensee to produce beer with or with out a bona-fide restaurant, and with sales for on-site or off-site consumption with production exceeding 15,000 barrels/year."

SECTION 5. SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional."

SECTION 6. EFFECTIVE DATE.

This ordinance shall take effect 30 days after its passage by the City Council.

SECTION 7. PUBLICATION.

The city clerk is directed to certify the adoption of this ordinance and cause it to be published in the manner required by law.

SECTION 8. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

ATTACHMENT B

EVMWD Water Consumption Letter

From: Jason Dafforn
To: Matthew Bassi
Cc: Dan York
Subject: RE: Micro Breweries
Date: Monday, May 23, 2016 2:24:19 PM

Hi Matt,

Those numbers are not a problem for EVMWD. Thanks!

Jason

From: Matthew Bassi [mailto:mbassi@cityofwildomar.org]
Sent: Monday, May 16, 2016 4:31 PM
To: Jason Dafforn <jdafforn@evmwd.net>
Cc: Dan York <dyork@cityofwildomar.org>
Subject: RE: Micro Breweries

Thanks Jason. So these amounts are not a problem with EVMWD?

Matthew C. Bassi
Planning Director

City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Work: 951-677-7751 x213
Fax: 951-698-1463

City Hall Hours:
Monday - Thursday
8:00 a.m. - 5:00 p.m.

Reminder: City Hall is Closed Friday's

All e-mail to and from the City of Wildomar may be considered public information and may be disclosed upon request.

From: Jason Dafforn [mailto:jdafforn@evmwd.net]
Sent: Monday, May 16, 2016 2:39 PM
To: Matthew Bassi
Subject: Micro Breweries

Hello Matt,

Sorry for the delay! I had to verify exactly how much information I am allowed to provide.

We have two microbreweries currently in our service area; one averages approximately 24,000 gallons per month and the other averages approximately 160,000 gallons per month. I know this is a

large range and probably does not help with your evaluation much. Let me know if I can help in any other way. Thanks

Jason Dafforn, P.E.
Engineering Manager
Elsinore Valley Municipal Water District
(951) 674-3146 ext. 8219

From:	Nemesciano Ochoa
To:	Matthew Bassi
Subject:	FW: MICRO BREWERIES WATER CONSUMPTION
Date:	Thursday, May 05, 2016 7:43:08 AM
Attachments:	image001.png image002.png image003.png image004.png

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FYI. Jason will be following up with you.

From: Jason Dafforn
Sent: Wednesday, May 04, 2016 12:11 PM
To: Nemesciano Ochoa
Cc: Joanna Stewart
Subject: RE: MICRO BREWERIES WATER CONSUMPTION

Will do!

From: Nemesciano Ochoa
Sent: Wednesday, May 04, 2016 11:16 AM
To: Jason Dafforn <jdafforn@evmwd.net>
Cc: Joanna Stewart <jstewart@evmwd.net>
Subject: FW: MICRO BREWERIES WATER CONSUMPTION

Hi Jason,
I know we had some recent inquiry on similar type business going in near the Lake Elsinore. Engineering staff had done a lot of groundwork on coming up with some estimates. Can your staff research and provide some information for Matt by the end of the week.
Thanks,
Nem

From: Nemesciano Ochoa
Sent: Wednesday, May 04, 2016 11:14 AM
To: 'Matthew Bassi'
Cc: Dan York; John Vega; Gary Nordquist
Subject: RE: MICRO BREWERIES WATER CONSUMPTION

Matt,
Not a problem. We'll have something for you later this week.
Thanks,
Nem

Nemesciano Ochoa, P.E.
Assistant General Manager| EVMWD
(951) 674-3146 ext. 8359

From: Matthew Bassi [mailto:mbassi@cityofwildomar.org]
Sent: Wednesday, May 04, 2016 9:56 AM
To: Nemesciano Ochoa
Cc: Dan York; John Vega; Gary Nordquist
Subject: MICRO BREWERIES WATER CONSUMPTION
Importance: High

Nem, I am moving a ordinance forward to our Commission and Council to allow nano/micro breweries in our 2 commercial zones. In the past, we had issues with a misconception that these specific businesses use an enormous amount of water and that created environmental impacts.

It would a big help if you could give me some data or an estimate on what you have seen for water consumption for these business. This information would be placed in my report to verify that there are no impacts to water availability. There a lot of micro breweries in Temecula, Murrieta and Elsinore so I can't think there is much of a water impact.

I know its short notice but if you can get me something by next Monday (5/9) that would be great. Let me know if you have any questions. Thanks Nem.

Matthew C. Bassi
Planning Director

City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Work: 951-677-7751 x213
Fax: 951-698-1463

City Hall Hours:
Monday - Thursday
8:00 a.m. - 5:00 p.m.

Reminder: City Hall is Closed Friday's

All e-mail to and from the City of Wildomar may be considered public information and may be disclosed upon request.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: August 10, 2016

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Zoning Ordinance Amendment No. 16-04 – L.E.D Signs in Commercial Retail Shopping Centers

STAFF REPORT

RECOMMENDATION:
The Planning Commission recommends that the City Council not adopt Zoning Ordinance Amendment No. 16-04.

OR the City Council can take the following alternative action:

Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15061(B)(3) AND SECTION 15311(A) OF CEQA AND APPROVING ZONING ORDINANCE AMENDMENT NO. 16-04 AMENDING CHAPTER 17.252 (SIGN REGULATIONS) OF THE WILDOMAR MUNICIPAL CODE RELATED TO ELECTRONIC MESSAGE FREEWAY SIGNAGE FOR COMMERCIAL RETAIL SHOPPING CENTERS IN THE C/1-C-P AND C-P-S ZONES ADJACENT TO INTERSTATE 15 FREEWAY

BACKGROUND:
The Planning Commission reviewed the proposed zoning ordinance amendment at their July 6, 2016 meeting. There was one public speaker (Ken Mayes) who expressed comments about the sign area being proposed in the code amendment. After close of the public hearing, the Commission deliberated whether the proposed sign code amendment was consistent with the rural vision for the City. Commissioner Smith offered a motion to recommend Council approval of ZOA No. 16-04, but the motion died for lack of a second. An alternative motion was made by Chair Langworthy to recommend Council denial of ZOA No. 16-04 which was seconded by Commissioner Lloyd. The Commission voted 2 (Langworthy/Lloyd) to 1 (Smith) recommending City Council denial of ZOA No. 16-04.

DESCRIPTION:
The Planning Department received a zoning ordinance amendment application from Mr. David Horenstein (Wildomar Square) requesting Council consideration of an amendment to the City's electronic message sign provisions. The proposed amendment would allow electronic message sign displays for commercial retail shopping centers on properties zoned C-1/C-P and C-P-S and are adjacent to the I-15 freeway. The amendment would change Section 17.252.040(E) of the zoning ordinance which currently regulates electronic message signage for individual businesses (and non-profit organizations and private schools) located on a single parcel of land. The specifics of the proposed changes are provided in the attached Council Ordinance (Attachment A).

DISCUSSION:
The specific changes to Section 17.252.040(E) are summarized below. to address the Applicant's request are summarized below. Text in *bold/blue/italics/underlinered/italics* reflects revised/the new revised text while ~~while black/regularred/strikeout~~ reflects deletion of text. All other text remains unchanged. font reflects the existing code language that will remains unchanged. Text in *bold/blue/italics* reflects a the new subsection that provides specific standards for electronic message signage for commercial centers. A copy of the current municipal code text of Section 17.252.040(E) is provided in Attachment B (for reference purposes). Please note no changes to subsection 3 and 4 are proposed.

Section17.252.040(E)

"E. Electronic Message Sign Regulations.

1. Intent. It is the intent of this section to establish regulations for electronic message signs to ensure that they are consistent with other signage types located on the parcel and do not create a distracting and potentially unsafe visual environment. ~~The intent is to limit the use of electronic message signs to freestanding business identification ***for a single business on a single parcel of land, and to freestanding business identification for commercial centers adjacent to Interstate 15 and in the C-1/C-P and C-P-S zones*** to ensure that these sign types are used along with other signage and are consistent with that signage.~~

2. Applicability. The electronic message sign types listed below shall be permitted only within the C-1/C-P and CPS zones as a freestanding business identification sign for individual businesses on a single parcel of land, *or as and as as a freestanding center/business identification sign for commercial retail shopping centers adjacent to Interstate 15 freeway subject to the development standards outlined in this section.* In addition, these sign types shall be permitted for private schools and non-profit service club organizations located on a single parcel of land in any zone subject to the

development standards outlined in this section. A minor plot plan *and/or sign program* application is required for these electronic message sign types, and shall be approved by the Planning Director prior to the issuance of any building/electrical permit by the Building Department.

a. Electronic Changeable Copy Signs.
b. Electronic Graphic Display Signs.

5 Development Standards *(Individual Businesses on a Single Parcel).***.** The following standards shall apply to all electronic message sign types listed in Section 17.252.040.E.2. *for individual businesses on a single parcel.*

a. A maximum of one (1) electronic message sign is allowed per street frontage and can only be included as part of a free-standing business identification sign.

b. An electronic message sign is limited to a maximum sign area of 50 square feet per sign face ~~(single or double-faced sign)~~.

6

a.c. No more than 50% of the total business identification sign area can be allocated to the electronic message portion of the sign.

b.d. Business identification sign which include an electronic message signs are limited to a maximum height of 15 feet.

c.e. The sign shall only be located on the site of the use identified/advertised by the sign.

d.f. When proposed, a monument base for the proposed sign type shall be constructed of materials that are consistent with the materials of the building for the business. The monument base shall be included in the total sign height.

e.g. The electronic message sign shall be located no closer than 100 feet from an abutting residential zone district boundary, and shall not produce any glare into an adjacent residence.

f.h. Audio speakers are prohibited in association with any electronic message business identification signs.

g.i. The provisions in the Table 1 below (Additional Standards for Electronic Message Signs) shall apply as noted.

76 Development Standards (Commercial Retail Shopping Centers). The following standards shall apply to all electronic message sign types listed in Section 17.252.040.E.2. for commercial shopping centers.

a. *A maximum of one (1) electronic message sign is allowed for a commercial retail shopping center with a minimum site size of four (4)4 gross acres.*

a.b. *An electronic message sign shall be lis limited to a maximum sign area not toof exceed 200 square feet per sign face in sign area [A1]and shall not exceed 45 feet in height.*

b.c. *The electronic message sign shall only be located on the site adjacent to and oriented toward Interstate 15 freeway as determined by the Planning Director.[A2]*

c.d. *The electronic message portion of the sign may only display on-site commercial messages and or noncommercial messages.*

[A3]

d.e. *The monument base for the proposed sign type shall be constructed of materials that are consistent with the materials approved with the commercial center. The monument base shall be included in the total sign height outlined above.*

e.f. *Audio speakers are prohibited in association with any electronic message business identification signs.*

2.

a.g. *The electronic message sign shall maintain a minimum setback of five (5) feet from the freeway right-of-way and/or street property line.*

b.h. *The electronic message portion of the sign shall comply with all applicable lighting provisions of Chapter 8.64 (Light Pollution) of the Wildomar Municipal Code.*

c.i. *The provisions of Table 17.252.040.E-1 (Additional Standards for Electronic Message Signs) shall apply as noted."*

Table 17.252.040.E-1
Additional Standards for Electronic Message Signs

Sign Type	Description	Text Limit	Minimum Duration	Brightness (NITs[1])	Dark Period

				Day/Night[2]	(off / on)
Electronic Changeable Copy	Text only – no picture or movement (e.g. no scrolling)	15 words	5 seconds	5,000[3] / 200[2]	*9:30 PM to 6:30 AM* ~~10 P.M. to 6 A.M.~~
Electronic Graphic Display	Images and text (scrolling of text permitted)	No limit	5 seconds	5,000[3] / 200[2]	*9:30 PM to 6:30 AM* ~~10 P.M. to 6 A.M.~~

1. NIT is a term used to describe a metric unit of luminance. It is defined as candela per square meter (cd/m2). The unit is based on the candela, the modern metric unit of luminous intensity. This quantifies surface brightness, or the amount of light an object gives off.
2. Dimmer control required to change to the lower nighttime brightness setting upon sunset. A change to the higher brightness setting is not permitted until after sunrise.
3. As part of the minor plot plan process, the Planning Director may approve an increase in sign brightness up to a maximum of 7,500 NITs during periods of low sun (e.g., sunset) to allow sign text and graphics to be clearly seen when affected by direct sunlight.

As summarized above, the proposed code amendment will provide new language within subsections 17.252.040(E)(1) & (2) to address electronic message signage for commercial centers. Subsection 17.252.040(E)(5) revises the title of this subsection to set apart sign standards for signage for individual businesses and non-profit/private schools located on a single parcel of land. These standards will not change.

Staff has also proposed a new subsection (17.252.040(E)(6)) that creates a set of sign standards specifically intended for commercial centers located in the C-1/C-P and C-P-S zones that are located adjacent to the I-15 freeway. This subsection proposes to allow one electronic message sign per commercial center up to 200 square feet in sign area and not to exceed 45 feet in height. It is important to point out that the electronic message signage must also comply with all applicable provisions of the City's light pollution ordinance (Chapter 8.64 of the WMC) and the brightness standards approved by the Council on April 10, 2013 as identified in Table 17.252.040.E-1. A slight change to the dark period time (off/on) column of the table has been modified by a 30-minute increment for night-time shut/off and daytime turn-on to further protect the dark sky policies.

Staff believes these new standards will maintain consistency with our "dark sky" policies which was an important provision when the original electronic message sign code amendment was approved by City Council on April 10, 2013. Further, it will create the ability to have local and regional community messaging visible to Wildomar residents. It will also create better marketing opportunities for commercial center owners in attracting new retail businesses.

As a point of reference, staff researched how our adjacent city neighbors regulate electronic message signs.

Table 1 – Electronic Message Sign Standards Survey

City Agency	Land Use Requirement/Process
City of Menifee	Not Allowed.
City of Eastvale	Allowed via a Development Agreement.
City of Lake Elsinore	Allowed. Total sign area shall not exceed 30 square feet/lineal feet of freeway frontage; provided however, that the maximum sign area shall not exceed 150 square feet total per face and not exceed 45 feet in height.
City of Murrieta	Not currently allowed, but working on an amendment.
City of Temecula	Not Allowed.
City of Perris	Allowed in commercial, office, business park and industrial zones via a CUP/ One (1) sign not to exceed 25 feet in height is permitted/parcel within 660 feet of the freeway right-of-way (50 feet in height allowed if within 300 feet of freeway). 100 square feet maximum sign area with a minimum setback of five (5) feet from the property line adjacent to the freeway

Applicant Requested Changes:

Since the Planning Commission meeting, the Applicant (Mr. David Horenstein) has approached staff to request Council consideration of a couple of changes to the code amendment being presented by staff. The Applicant also reached out to Mr. John Garrett to discuss the proposed changes in an effort to garner support related to dark sky concerns. The revised changes outlined below has received support from Mr. Garrett who has submitted an email/letter for Council consideration (Attachment C). A sample of the how the Applicant's LED freeway sign would look with the recommended changes is provided in Attachment D.

The changes to staff's proposed ordinance requested by the Applicant are summarized as follows:

a) Revise the dark period hours in the last column of Table 17.252.040.E-1 to allow the LED sign area to be lit all night provided it is in a static position with a dark background. Staff's proposed ordinance currently requires the LED

portion to be shut off from 9:30 pm to 6:30 am. The revised table would appear as follows (*blue text*):

"Table 17.252.040.E-1
Additional Standards for Electronic Message Signs

Sign Type	Description	Text Limit	Minimum Duration	Brightness (NITs[1]) Day/Night[2]	Dark Period (off / on)
Electronic Changeable Copy	Text only – no picture or movement (e.g. no scrolling)	15 words	5 seconds	5,000[3] / 200[2]	*"None provided the LED sign area is in a "static position" with a dark background [4]"*
Electronic Graphic Display	Images and text (scrolling of text permitted)	No limit	5 seconds	5,000[3] / 200[2]	*"None provided the LED sign area is in a "static position" with a dark background [4] "*

1. NIT is a term used to describe a metric unit of luminance. It is defined as candela per square meter (cd/m2). The unit is based on the candela, the modern metric unit of luminous intensity. This quantifies surface brightness, or the amount of light an object gives off.
2. Dimmer control required to change to the lower nighttime brightness setting upon sunset. A change to the higher brightness setting is not permitted until after sunrise.
3. As part of the minor plot plan process, the Planning Director may approve an increase in sign brightness up to a maximum of 7,500 NITs during periods of low sun (e.g., sunset) to allow sign text and graphics to be clearly seen when affected by direct sunlight."
4. *The "static position" sign area may contain up to 3 lines of text and/or logos during the hours of 9:30 pm to 6:30 am, but the remainder of the background area shall be "dark".*

If the Council supports these changes, staff recommends reading the changes into the record. Staff will provide an exhibit at the meeting to facilitate these.

ENVIRONMENTAL DISCUSSION:

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 16-04. This evaluation indicated no potential for significant impacts on the environment. First, the ordinance allows electronic message signs in shopping centers where non-electronic freestanding signs are already permitted. The only difference between what is currently allowed in the Code and what is proposed is that part of the sign can have an electronic display. The electronic signs are required to comply with the City's Light Pollution Ordinance to ensure that there are no adverse impacts from the new source of light. Second, construction of new signs resulting from approval of this code amendment are already categorically exempt from environmental review in accordance with Section 15311(a) of the CEQA Guidelines.

Given these two factors, ZOA No. 16-04 meets the criteria for a general rule exemption from CEQA pursuant to Section 15061(b)(3) and a Categorical Exemption per Section 15311(a). Section 15061(b)(3) states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. As a result, the City Council may make a determination that Zoning Ordinance Amendment No. 16-04 has no potential to negatively impact the environment, and adopt the general rule exemption and categorical exemption as stated above.

FINDING OF FACT – ZOA NO. 16-04:

In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the City Council may consider the following finding in support of Zoning Ordinance Amendment No. 16-04.

A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

   The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance in that the proposed amendment to allow electronic message signs for commercial retail centers along Interstate 15 in the C-1/C-P and C-P-S zones will provide for enhanced business identification for the centers, including the individual businesses located within the center that can lead to increased economic opportunities (i.e., Policy LU 4.1.g & LU 7.6). Further, the proposed provisions/regulations in the amendment will ensure that electronic message signs will be constructed and used in a manner that will maintain safety and aesthetics, and meet the requirements of the City's "dark sky" policies and light pollution ordinances.

PUBLIC NOTICING:

In accordance with Chapter 17.04 of the Wildomar Municipal Code, the Planning Department, on July 29, 2016, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the public hearing to be held by the Planning Commission for Zoning Ordinance Amendment No. 16-04.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund.

Submitted by:	Approved by:
Matthew C. Bassi	Gary Nordquist
Planning Director	City Manager

ATTACHMENTS:

A. Ordinance
B. Chapter 17.252.E of the WMC
C. Support Letter from Mr. John Garrett (dated July 21, 2016)
D. Sample electronic message Sign Type Exhibit (Wildomar Square)

ATTACHMENT A

City Council Ordinance No. ____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO SECTION 15061(B)(3) AND SECTION 15311(A) OF CEQA AND APPROVING ZONING ORDINANCE AMENDMENT NO. 16-04 AMENDING CHAPTER 17.252 (SIGN REGULATIONS) OF THE WILDOMAR MUNICIPAL CODE RELATED TO ELECTRONIC MESSAGE FREEWAY SIGNAGE FOR COMMERCIAL RETAIL SHOPPING CENTERS IN THE C/1-C-P AND C-P-S ZONES ADJACENT TO INTERSTATE 15 FREEWAY

WHEREAS, the City Council has decided to amend Chapter 17.252 (Sign Regulations) of the Wildomar Municipal Code relating to electronic message signage for commercial retail shopping centers in the C-1/C-P and C-P-S zones adjacent to Interstate 15 freeway ; and

WHEREAS, in accordance with Section 17.280 of the Wildomar Municipal Code, the City Council has the authority to take action on Zoning Ordinance Amendment No. 16-04; and

WHEREAS, the Planning Commission held a public hearing on July 6, 2016 for Zoning Ordinance Amendment No. 16-04, and adopted PC Resolution No. 2016-22 recommending City Council denial of Zoning Ordinance Amendment No. 16-04; and

WHEREAS, in accordance with the Wildomar Municipal Code, the Planning Department, on July 29, 2016, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of a public hearing set for August 10, 2016 regarding Zoning Ordinance Amendment No. 16-04; and

WHEREAS, in accordance with Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on August 10, 2016, at which time interested persons had an opportunity to testify in support of, or opposition to Zoning Ordinance Amendment No. 16-04, and at which time the Planning Commission received public testimony concerning Zoning Ordinance Amendment No. 16-04, and has made a recommendation to the City Council regarding said amendment.

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

SECTION 1. <u>CEQA/ENVIRONMENTAL DETERMINATION</u>.

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. (CEQA)), a review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 16-04. This evaluation indicated no potential for significant

impacts on the environment. First, the ordinance allows electronic message signs in shopping centers where non-electronic freestanding signs are already permitted. The only difference between what is currently allowed in the Code and what is proposed is that part of the sign can have an electronic display. The electronic signs are required to comply with the City's Light Pollution Ordinance to ensure that there are no adverse impacts from the new source of light.

Second, construction of new signs resulting from approval of this code amendment are already categorically exempt from environmental review in accordance with Section 15311(a) of the CEQA Guidelines. Given these two factors, ZOA No. 16-04 meets the criteria for a general rule exemption from CEQA pursuant to Section 15061(b)(3) and a Categorical Exemption per Section 15311(a). Section 15061(b)(3) states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. As a result, the City Council has determined that Zoning Ordinance Amendment No. 16-04 has no potential to negatively impact the environment, and hereby adopts the general rule and categorical exemptions as stated above.

SECTION 2. <u>REQUIRED ZOA FINDING</u>.

In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the City Council hereby makes the following finding for approval of Zoning Ordinance Amendment No. 16-04.

A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance in that the proposed amendment to allow electronic message signs for commercial retail centers will provide for enhanced business identification for the centers, including the individual businesses located within the center that can lead to increased economic opportunities (i.e., Policy LU 4.1.g & LU 7.6). Further, the proposed provisions/regulations in the amendment will ensure that electronic message signs will be constructed and used in a manner that will maintain safety and aesthetics, and meet the requirements of the City's "dark sky" policies and light pollution ordinances.

SECTION 3. <u>AMENDMENT TO THE ZONING ORDINANCE</u>

Section 17.252.040(E).1 and 2 of the Wildomar Municipal Code is hereby amended to read as follows:

"E. Electronic Message Sign Regulations.

1. Intent. It is the intent of this section to establish regulations for electronic message signs to ensure that they are consistent with other signage types

located on the parcel and do not create a distracting and potentially unsafe visual environment.

2. Applicability. The electronic message sign types listed below shall be permitted only within the C-1/C-P and CPS zones as a freestanding business identification sign for individual businesses on a single parcel of land, or as and as as a freestanding center/business identification sign for commercial retail shopping centers adjacent to Interstate 15 freeway subject to the development standards outlined in this section. In addition, these sign types shall be permitted for private schools and non-profit service club organizations located on a single parcel of land in any zone subject to the development standards outlined in this section. A minor plot plan and/or sign program application is required for these electronic message sign types, and shall be approved by the Planning Director prior to the issuance of any building/electrical permit by the Building Department.

    a. Electronic Changeable Copy Signs.
    b. Electronic Graphic Display Signs.

SECTION 4. **<u>AMENDMENT TO THE ZONING ORDINANCE</u>**

Section 17.252.040(E).5 of the Wildomar Municipal Code is hereby amended to read as follows:

"E. Electronic Message Sign Regulations.

5. Development Standards (Individual Businesses on a Single Parcel)**.** The following standards shall apply to all electronic message sign types listed in Section 17.252.040.E.2. *for individual businesses on a single parcel.*

    a. A maximum of one electronic message sign is allowed per street frontage and can only be included as part of a free-standing business identification sign.

    b. An electronic message sign is limited to a maximum sign area of 50 square feet per sign face.

    2.

    a.c. No more than 50% of the total business identification sign area can be allocated to the electronic message portion of the sign.

    b.d. Business identification sign which include an electronic message signs are limited to a maximum height of 15 feet.

    c.e. The sign shall only be located on the site of the use identified/advertised by the sign.

d.f. When proposed, a monument base for the proposed sign type shall be constructed of materials that are consistent with the materials of the building for the business. The monument base shall be included in the total sign height.

e.g. The electronic message sign shall be located no closer than 100 feet from an abutting residential zone district boundary, and shall not produce any glare into an adjacent residence.

f.h. Audio speakers are prohibited in association with any electronic message business identification signs.

g.i. The provisions in the Table 1 below (Additional Standards for Electronic Message Signs) shall apply as noted.

SECTION 5. <u>AMENDMENT TO THE ZONING ORDINANCE</u>

Section 17.252.040(E).6 is hereby added as a new subsection of the Wildomar Municipal Code to read as follows:

"E. Electronic Message Sign Regulations.

6. Development Standards (Commercial Retail Shopping Centers). The following standards shall apply to all electronic message sign types listed in Section 17.252.040.E.2. for commercial shopping centers.

a. A maximum of one electronic message sign is allowed for a commercial retail shopping center with a minimum site size of four 4 gross acres.

*a.*b. An electronic message sign shall be lis limited to a maximum sign area not toof exceed 200 square feet per sign face in sign area [A4]and shall not exceed 45 feet in height.

*b.*c. The electronic message sign shall only be located on the site adjacent to and oriented toward Interstate 15 freeway as determined by the Planning Director.[A5]

c.d. The electronic message portion of the sign may only display on-site commercial messages and or noncommercial messages.

d. [A6]

e. The monument base for the proposed sign type shall be constructed of materials that are consistent with the materials approved with the commercial center. The monument base shall be included in the total sign height outlined above.

f. Audio speakers are prohibited in association with any electronic message business identification signs.

g.

*h.*g. The electronic message sign shall maintain a minimum setback of five feet from the freeway right-of-way and/or street property line.

i.h. The electronic message portion of the sign shall comply with all applicable lighting provisions of Chapter 8.64 (Light Pollution) of the Wildomar Municipal Code.

*j.*i. The provisions of Table 17.252.040.E-1 (Additional Standards for Electronic Message Signs) shall apply as noted."

SECTION 6. <u>AMENDMENT TO THE ZONING ORDINANCE</u>

Table 17.252.040.E-1 of the Wildomar Municipal Code is hereby amended to read as follows:

Table 17.252.040.E-1
<u>Additional Standards for Electronic Message Signs</u>

Sign Type	Description	Text Limit	Minimum Duration	Brightness (NITs[1]) Day/Night[2]	Dark Period (off / on)
Electronic Changeable Copy	Text only – no picture or movement (e.g. no scrolling)	15 words	5 seconds	5,000[3] / 200[2]	9:30 PM to 6:30 A.M.
Electronic Graphic Display	Images and text (scrolling of text permitted)	No limit	5 seconds	5,000[3] / 200[2]	9:30 PM to 6:30 A.M.

1. NIT is a term used to describe a metric unit of luminance. It is defined as candela per square meter (cd/m2). The unit is based on the candela, the modern metric unit of luminous intensity. This quantifies surface brightness, or the amount of light an object gives off.
2. Dimmer control required to change to the lower nighttime brightness setting upon sunset. A change to the higher brightness setting is not permitted until after sunrise.
3. As part of the minor plot plan process, the Planning Director may approve an increase in sign brightness up to a maximum of 7,500 NITs during periods of low sun (e.g., sunset) to allow sign text and graphics to be clearly seen when affected by direct sunlight.

SECTION 7. <u>SEVERABILITY</u>

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional."

SECTION 8. **EFFECTIVE DATE**

This ordinance shall take effect 30 days after its passage by the City Council.

SECTION 9. **PUBLICATION**

The city clerk is directed to certify the adoption of this ordinance and cause it to be published in the manner required by law.

SECTION 10. **CITY CLERK ACTION**

The City Clerk is authorized and directed to cause this Ordinance to be published within 15 days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

ATTACHMENT B

Copy of Current Chapter 17.252.E of the WMC

ATTACHMENT C

John Garrett Support Letter

ATTACHMENT D

Sample Electronic Message Sign Type Exhibit (Wildomar Square)

Chapter 17.252.E – Current Regulations

E. Electronic Message Sign Regulations.

1. Intent. It is the intent of this section to establish regulations for electronic message signs to ensure that they are consistent with other signage types located on the parcel and do not create a distracting and potentially unsafe visual environment. The intent is to limit the use of electronic message signs as individual freestanding business identification to ensure that these sign types are used along with other signage and are consistent with that signage.

2. Applicability. The electronic message sign types listed below shall be permitted only within the C-1/C-P and CPS zones as a free-standing business identification sign for individual businesses on a single parcel of land subject to the development standards outlined in this section. In addition, these sign types shall be permitted for private schools and non-profit service club organizations located on a single parcel of land in any zone subject to the development standards outlined in this section. A Minor Plot Plan application is required for these electronic message sign types, and shall be approved by the Planning Director prior to the issuance of any building/electrical permit by the Building Department.

    a. Electronic Changeable Copy Signs.
    b. Electronic Graphic Display Signs.

3. Prohibited Electronic Sign Types. Sign with mechanical moving part (e.g. Multi-vision Signs) and sign with video or other types of moving lights or visual images (e.g. Video Display Signs) are prohibited within all Wildomar zoning districts.

4. Exempt Electronic Signs. Time and temperature display smaller that are smaller than 12 square feet is size are exempt from these requirements.

5. Development Standards. The following standards shall apply to all Electronic Message Sign types listed in Section 17.252.040.E.2.

    a. A maximum of one (1) electronic message sign is allowed per street frontage and can only be included as part of a free-standing business identification sign.

    b. An electronic message sign is limited to a maximum sign area of 50 square feet per face (single or double-faced sign).

    c. No more than 50% of the total business identification sign area can be allocated to the electronic message portion of the sign.

d. Business identification sign which include an electronic message signs are limited to a maximum height of 15 feet.

e. The sign shall only be located on the site of the use identified/advertised by the sign.

f. When proposed, a monument base for the proposed sign type shall be constructed of materials that are consistent with the materials of the building for the business. The monument base shall be included in the total sign height.

g. The electronic message sign shall be located no closer than 100 feet from an abutting residential zone district boundary, and shall not produce any glare into an adjacent residence.

h. Audio speakers are prohibited in association with any electronic message business identification signs.

i. The provisions in the Table 1 below (Additional Standards for Electronic Message Signs) shall apply as noted.

Table 17.252.040.E-1
Additional Standards for Electronic Message Signs

Sign Type	Description	Text Limit	Minimum Duration	Brightness (NITs[1]) Day/Night[2]	Dark Period (off / on)
Electronic Changeable Copy	Text only – no picture or movement (e.g. no scrolling)	15 words	5 seconds	5,000[3] / 200	10 P.M. to 6 A.M.
Electronic Graphic Display	Images and text (scrolling of text permitted)	No limit	5 seconds	5,000[3] / 200	10 P.M. to 6 A.M.

1. NIT is a term used to describe a metric unit of luminance. It is defined as candela per square meter (cd/m2). The unit is based on the candela, the modern metric unit of luminous intensity. This quantifies surface brightness, or the amount of light an object gives off.
2. Dimmer control required to change to the lower nighttime brightness setting upon sunset. A change to the higher brightness setting is not permitted until after sunrise.
3. As part of the minor plot plan process, the Planning Director may approve an increase in sign brightness up to a maximum of 7,500 NITs during periods of low sun (e.g., sunset) to allow sign text and graphics to be clearly seen when affected by direct sunlight.

From:	John Garrett
To:	Ben Benoit; Bridgette Moore; Bob Cashman; Marsha Swanson; Timothy Walker
Cc:	Matthew Bassi; David Horenstein
Subject:	Wildomar Square pylon and digital display
Date:	Thursday, July 21, 2016 12:47:55 PM
Attachments:	216054_PHOTO FILE_Wildomar Square_Wildomar, CA.pdf

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Dear Mayor, Mayor Pro Tem, and Council Members:

I met with David Horenstein of DH Holdings (DHH) regarding pylon signs he is designing for the I-15 corridor. I respect his judgment that he needs some form of digital display through the night in order to attract and retain the quality tenants that we would like to see in his new development. Therefore, I support his design (see attached) as well as his request to change the curfew portion of the draft regulations that would require the digital portion of the sign to be off from 9:30pm to sunrise. I recommend instead that the curfew time be replaced by a time for a static display only, that is, one display from the curfew time till dawn. (There are logical exceptions in the case of emergencies, such as an Amber Alert.)

There are a number of mitigating factors making this a reasonable change:

1. The sign represents a small percentage of the total area of the development that will have exterior lighting, so we will protect our night sky most by ensuring that the majority of the development comply with our current lighting ordinance. Please recall the new Subway on Bundy Canyon, where errors were made by its developer and the City. We have a good opportunity to work with DHH's architect on selection of lighting fixtures before construction.

2. We agree that we should give businesses a good sign so they don't feel they have to draw attention by over-lighting their facades.

3. Wildomar's draft regulations require a nighttime reduction in the brightness of digital signs to a measurement of 200 NITs (a measure of brightness per square meter). DHH is eager to work within this limit for dusk-to-dawn displays and to explore the use of color and dark backgrounds to achieve effective displays with a minimum of brightness.

4. DHH modified the design of the proposed sign after I commented on the use of color and unnecessary accent lighting. The result is quite attractive and lacks the obtrusive qualities of digital signs in our neighboring cities.

5. Wildomar's current lighting ordinance cites a 3500 K color temperature requirement. Since the ordinance was written, effective lights using lower color temperatures have been developed. For example, Wildomar is working with WRCOG to produce a 2700 K street light for Wildomar. DHH may have an opportunity to use these for parking lot lighting or similar lower color temperature lights where possible.

With the mitigation measures in Wildomar's draft ordinance and the plans put forward by DHH, our signs will provide a good example for other communities to follow.

Thank you,

John Garrett
32851 Alderbrook Road.

DAY TIME VIEW NORTH PYLON
SCALE: 1/8″=1′

NIGHT TIME VIEW NORTH PYLON
SCALE: 1/8″=1′

JONES SIGN
Your Vision Accomplished

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: August 10, 2016

TO: Mayor and City Council Members

FROM: Thomas D. Jex, City Attorney

SUBJECT: City Council Call For Review

STAFF REPORT

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

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.12.160, 16.12.220 AND 16.12.240 OF THE WILDOMAR MUNICIPAL CODE TO MAKE THE APPEAL PERIOD FOR SUBDIVISION MAPS CONSISTENT WITH THE APPEAL PERIOD FOR ZONING APPROVALS, AND ADDING SECTION 2.04.050 TO THE WILDOMAR MUNICIPAL CODE TO ALLOW FOR CITY COUNCIL REVIEW OF SUBDIVISION AND ZONING MATTERS

BACKGROUND:
Some changes in case law have caused staff to review the City's municipal code provisions regarding the ability of the City Council to call up decisions of the Planning Commission. Most decisions of the Planning Commission are recommendations only and automatically go up to the City Council. However, some Planning Commission decisions will only go to the City Council if someone files an appeal and pays the appeal fee. For example, some tentative maps (that do not need a zone change or general plan amendment) and extensions of time for approved tentative maps do not automatically go up to the City Council unless appealed.

Many cities have provisions in their municipal codes which allow City Council Members to call up decisions of the Planning Commission that don't automatically go up to the Council and that are not appealed. A review of the City's code revealed that there are no such provisions in the code that the City adopted from the County upon incorporation.

A case decision involving the City of Newport Beach highlights this issue.[1] In that case, the City of Newport Beach had a long-standing practice of allowing a City Council member to contact the City Manager and City Clerk to call up a Planning Commission decision to the full City Council. The Newport Beach Planning Commission approved a use permit and variance for a restaurant and, following the city's practice, one Council member contacted the City Clerk and City Manager to call the item up to the Council. The Council then held a public hearing and reversed the decision of the Planning Commission by denying the use permit and variance for the restaurant.

The court stated that even though the city had a custom or policy of allowing Council members to call up decisions of the Planning Commission, the city should have procedures in its municipal code allowing for such a call for review process.

DISCUSSION:
The attached ordinance makes the following amendments:

- Sections 2-4 of the ordinance remove the "receive and file" process for all maps. A carryover from the County code is that when certain items related to tentative maps do not automatically go up to the Council as a recommendation from the Planning Commission, then those tentative map items are placed on the City Council consent calendar simply as a "receive and file" – not as a public hearing. It is just to notify the Council of the Planning Commission's action. The Council previously amended the City's code to remove the "receive and file" process for CUPs. This now removes the "receive and file" process for maps.

- Section 5 of the ordinance creates a City Council call for review procedure as follows: The Council can call up for review a decision of the Planning Commission (or decision of the Planning Director at a Planning Director hearing) if two Council members independently file a Council review form with the City Clerk within 10 days of the Planning Commission or Planning Director decision.

    - Council members need not provide a reason to call the item up. The reason for the request is that the decision may have significant and material effects on the quality of life within the City or that the subject matter of the decision may have City-wide importance warranting review and determination by City's elected officials. It is important that Council members maintain an open mind and do not take any positions, for or against and application, until after the City Council public hearing. For this reason a Council Member does not identify himself or herself as an interested party or state reasons why the decision should be reviewed because doing so may suggest a predisposition on the matter.

[1] *Woody's Group, Inc. v. City of Newport Beach*

- If the City Clerk receives a call for review form from two Council members, then the item is scheduled for a public hearing within 60 days. There is no fee to request a Council review.

Submitted by:
Thomas D. Jex
City Attorney

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS
Ordinance (red-line version showing changes)
Ordinance (clean version)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.12.160, 16.12.220 AND 16.12.240 OF THE WILDOMAR MUNICIPAL CODE TO MAKE THE APPEAL PERIOD FOR SUBDIVISION MAPS CONSISTENT WITH THE APPEAL PERIOD FOR ZONING APPROVALS, AND ADDING SECTION 2.04.050 TO THE WILDOMAR MUNICIPAL CODE TO ALLOW FOR CITY COUNCIL REVIEW OF SUBDIVISION AND ZONING MATTERS

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

SECTION 1. Environmental Findings.

The City Council hereby finds and determines that this Ordinance is exempt from CEQA review pursuant to CEQA Guideline 15061(b)(3), which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. This Ordinance amends the Code to specifically allow a City Council member to call up a decision by the Planning Commission on subdivision and zoning approvals for a hearing before the full Council. As this Ordinance impacts administrative procedures, it can be seen with certainty that there is no possibility that the approval of this Ordinance may have a significant effect on the environment.

SECTION 2. Amendment of Section 16.12.160.

Section 16.12.160 is amended to read as follows, with additions underlined and deletions struck through:

"A. Except as provided in Section 16.04.020(C), the Planning Commission is authorized to directly approve, conditionally approve or disapprove tentative Schedule "A," "B," "C," "D" and "E" maps. If the land divider or any interested party believes that they may be adversely affected by the decision of the Planning Commission, the land divider or any interested party may appeal the decision to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after the ~~notice of~~ decision of the Planning Commission ~~appears on the Council's agenda~~. The appeal shall be filed in writing, stating the basis for appeal, and shall be accompanied by the fee set forth in Chapter 3.44. Upon the filing of the appeal, the City Clerk shall set the matter for public hearing on a date within 30 days after the date of the filing of the appeal and shall give notice of the public hearing in the same manner as was given for the original hearing. The Council shall render its decision on the appeal within 10 days of the closing of the hearing.

B. The Planning Director is authorized to directly approve, conditionally approve or disapprove tentative Schedule "F," "G," "H" and "I" maps. If the land divider

or any interested party believes they may be adversely affected by the decision of the Planning Director, the matter may be appealed to the Planning Commission. The appeal shall be filed with the Planning Department within 10 days after the~~ notice of~~ decision of the Planning Director~~ appears on the Council's agenda~~. The appeal shall be filed in writing, stating the basis for the appeal and accompanied by the fee set forth in Chapter 3.44. All appeals shall be heard within 30 days after the filing of the appeal. Notice of the public hearing shall be given in the same manner as specified for a tract map. The ~~appeal board~~ Planning Commission shall render its decision on the appeal within 10 days of the closing of the hearing. The land divider or any interested party ~~or the Planning Commission~~ may appeal the decision of the ~~appeal body~~ Planning Commission to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after the decision of the ~~appeal body~~ Planning Commission ~~appears on the Council's agenda~~. The appeal shall be filed in writing, stating the basis for appeal, and shall be accompanied by the fee set forth in Chapter 3.44~~ unless the fee shall be paid out of the same fund into which it would be deposited~~. Upon the filing of the appeal, the City Clerk shall set the matter for public hearing on a date within 30 days after the date of the filing of the appeal and shall give notice of the public hearing in the same manner as was given for the hearing before the~~ appeal body~~ Planning Commission. Upon conclusion of the hearing, the Council shall render its decision on the appeal within 10 days."

SECTION 3. Amendment of Section 16.12.220.

Paragraph D of Section 16.12.220 is amended to read as follows, with additions underlined and deletions struck through:

"D. The decision of the Planning Commission shall be final, unless the decision is appealed to the City Council or the City Council calls the decision for review. ~~In the event of such an appeal, the Council shall hear the matter in the above-described manner.~~ An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code."

SECTION 4. Amendment of Section 16.12.240.

Section 16.12.240 is amended to read as follows, with additions underlined and deletions struck through:

"A. Tentative Tract Maps. An approved or conditionally approved tentative tract map shall expire 36 months after such approval unless within that period of time a final map shall have been approved and filed with the County Recorder. Prior to the expiration date, the land divider may apply in writing for an extension of time. Each application shall be made to the Planning Director 30 days prior to the expiration date of the tentative map and shall be accompanied by the fee set forth in Chapter 3.44. The Planning Director shall forward to the Planning Commission a recommendation for approval or denial of the application. The Planning Commission may extend the date on which the map expires for one year and, on further application before expiration thereof, may further extend it for a second year and on further application before expiration

thereof, may further extend it for a third year, and on further application before expiration thereof, may further extend it for a fourth year, and on further application before expiration thereof, may further extend it for a fifth year. The decision of the Planning Commission shall be forwarded to the City Clerk. The decision of the Planning Commission shall be final unless the decision is appealed to the Council or the City Council calls the decision for review. ~~Any appeal must be filed with the City Clerk accompanied by the fee set forth in Chapter 3.44 within 10 days of the date the notice of decision appears on the Council's agenda.~~ An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code.

B. Tentative Parcel Maps. An approved or conditionally approved tentative parcel map shall expire 36 months after such approval unless within that period of time a final map shall have been approved and filed with the County Recorder. Prior to the expiration date, the land divider may apply in writing for an extension of time. Each application shall be made to the Planning Director 30 days prior to expiration date of the tentative map and shall be accompanied by the fee set forth in Chapter 3.44.

1. For Schedule "F," "G," "H" and "I" maps, the Planning Director is the advisory agent and may extend the date on which the map expires for one year and, on further application thereof, may further extend it for a second year, and on further application thereof may extend it for a third year, and on further application before expiration thereof, may further extend it for a fourth year, and on further application before expiration thereof, may further extend it for a fifth year. The Planning Director shall report its action directly to the land divider and the City Council. If the Planning Director denies the request for an extension, the applicant may appeal that decision to the Planning Commission which has jurisdiction on the land division within 10 days following the date of the Planning Director's decision ~~notice of decision appears on the Council's agenda~~ by filing an appeal with the Planning Department accompanied by the fee set forth in Chapter 3.44.

2. For Schedule "E" maps, the Planning Director shall forward to the Planning Commission a recommendation of approval or denial of the application. The Planning Commission may extend the date on which the map expires for one year and, on further application thereof, may further extend it for a second year, and on further application thereof may further extend it for a third year, and on further application before expiration thereof, may further extend it for a fourth year, and on further application before expiration thereof, may further extend it for a fifth year. The decision of the Planning Commission shall be forwarded to the City Clerk. The decision of the Planning Commission shall be final unless the decision is appealed to the Council or the City Council calls the decision for review. ~~Any appeal must be filed with the City Clerk accompanied by the fee set forth in Chapter 3.44 within 10 days of the date the notice of decision appears on the Council's agenda.~~ An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code.

C. An extension of time shall not be granted unless the land division conforms to the Comprehensive General Plan, is consistent with existing zoning, and does not adversely affect the general health, safety and welfare of the public.

D. Vesting Tentative Maps. A vesting tentative map shall be subject to the same expiration and extension of time provisions as a tentative map; provided, however, that on recordation of a final map, the rights conferred on a vesting tentative map shall last for one year. Whenever several final maps are recorded on various phases of a project covered by a single vesting tentative map, the one-year initial time period shall begin for each phase when the final map for that phase is recorded. The one-year initial time period shall be automatically extended by any time used for processing a complete application for a grading permit if the time used to process the application exceeds 30 days from the date that a complete application is filed. Prior to the expiration of the initial time period, the subdivider may apply in writing to the Planning Commission for a one-year extension, accompanied by the fee set forth in Chapter 3.44. If the extension is denied, an appeal may be filed with the City Council or the City Council may call the decision for review. ~~within 15 days of the date the notice of decision appears on the Council's agenda.~~ An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code. When the subdivider submits a complete application for a building permit during the period of time specified in this section, the vested rights shall continue until the building permit, or any extension thereto, expires.

E. If the subdivider is required to expend $125,000.00 or more to construct, improve or finance the construction or improvement of public improvements outside the property boundaries of the land division, excluding improvements of public rights-of-way which abut the boundary of the property to be subdivided and which are reasonably related to the development of that property, each filing of a final map authorized by Section 16.12.230(A)(1) shall extend the expiration of the approved or conditionally approved land division map by 36 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the land division more than 10 years from its approval or conditional approval. The number of phased final maps which may be filed shall be determined by the Planning Commission at either the time of the approval or conditional approval of the land division or pursuant to Section 16.12.230(A)(1).

The amount of $125,000.00 shall be increased by the Registrar of Contractors according to the adjustment for inflation set forth in the statewide cost index for Class B construction, as determined by the State Allocation Board at its January meeting. The adjustment by the Registrar of Contractors shall be effective on the first day of the month occurring more than 30 calendar days after the Registrar of Contractors made that adjustment. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

F. Extensions of Time for Maps Affected by Moratoriums and Lawsuits. The period of time specified in subsections A and B of this section shall not include any period of time during which a development moratorium, imposed after approval of the

tentative map, is in existence; provided however, that the length of the moratorium does not exceed five years. Once a moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the map shall be valid for 120 days following the termination of the moratorium. A development moratorium shall include a water/sewer moratorium as well as other actions of public agencies which regulate land use, development, or the provisions of services to the land, other than the City which thereafter prevents, prohibits or delays the approval of a final or a parcel map.

G. The period of time specified in subsections A and B of this section shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction if the stay of the time period is approved by the Planning Commission pursuant to this section. After service of the initial petition or complaint in the lawsuit upon the City, the subdivider may apply to the Planning Department for a stay pursuant to this section.

Applications for a stay shall be made to the Planning Director on the forms provided by the Planning Department and shall be accompanied by the filing fee set forth in Chapter 3.44 and shall include such information and documents as may be required by the Planning Director. The Planning Director shall forward to the Planning Commission a recommendation for approval or denial of the request for a stay. The Planning Commission shall act on the requested stay within 40 days after the application is received by the Planning Director. The decision of the Planning Commission shall be forwarded to the City Clerk. The decision of the Planning Commission shall be final unless the decision is appealed to the City Council or the City Council calls the decision for review. . ~~Any appeal must be filed with the City Clerk accompanied by the fee set forth in Chapter 3.44 within 10 days of the date the notice of decision appears on the Council's agenda.~~ An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code."

SECTION 5. Addition of Section 2.04.050.

A new Section 2.04.050 is added to the Wildomar Municipal Code to read as follows:

"**Sec. 2.04.050 Request for Review**

A. The City Council shall review a Planning Commission or Planning Director decision regarding subdivision (Title 16) or zoning (Title 17) matters brought before the Planning Commission for hearing or to the Planning Director for a Planning Director hearing if two or more Council members independently file a Council review form with the City Clerk within ten (10) days after the decision of the Planning Commission or Planning Director. The review form shall be prescribed by the City Clerk and shall not require the Council member to state a reason for the request for review. For all

requests for review, it shall be presumed that the reason for the request is that the decision may have significant and material effects on the quality of life within the City or that the subject matter of the decision may have City-wide importance warranting review and determination by City's elected officials. Bias shall not be presumed or inferred due to a request for review.

B. The City Clerk shall schedule the review hearing for commencement within sixty (60) days of the receipt of a request for review. There shall be no fee for filing a request for review. The review shall otherwise follow the procedures that would be applicable if an appeal of the decision were filed by an interested person, including but not limited to any public notice requirements. If there is no specific appeal procedure, then the review shall follow the procedures in Section 17.192.070(C).

C. The Council review hearing shall be conducted as a hearing de novo.

D. The effectiveness of a Planning Commission or Planning Director decision subject to Council review shall be stayed pending completion of the Council review proceedings."

SECTION 6. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. Effective Date. This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 8. Publication. The City Clerk shall cause this ordinance to be published or posted in accordance with Government Code section 36933.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2016.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.12.160, 16.12.220 AND 16.12.240 OF THE WILDOMAR MUNICIPAL CODE TO MAKE THE APPEAL PERIOD FOR SUBDIVISION MAPS CONSISTENT WITH THE APPEAL PERIOD FOR ZONING APPROVALS, AND ADDING SECTION 2.04.050 TO THE WILDOMAR MUNICIPAL CODE TO ALLOW FOR CITY COUNCIL REVIEW OF SUBDIVISION AND ZONING MATTERS

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

SECTION 1. Environmental Findings.

The City Council hereby finds and determines that this Ordinance is exempt from CEQA review pursuant to CEQA Guideline 15061(b)(3), which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. This Ordinance amends the Code to specifically allow a City Council member to call up a decision by the Planning Commission on subdivision and zoning approvals for a hearing before the full Council. As this Ordinance impacts administrative procedures, it can be seen with certainty that there is no possibility that the approval of this Ordinance may have a significant effect on the environment.

SECTION 2. Amendment of Section 16.12.160.

Section 16.12.160 is amended to read as follows:

"A. Except as provided in Section 16.04.020(C), the Planning Commission is authorized to directly approve, conditionally approve or disapprove tentative Schedule "A," "B," "C," "D" and "E" maps. If the land divider or any interested party believes that they may be adversely affected by the decision of the Planning Commission, the land divider or any interested party may appeal the decision to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after the decision of the Planning Commission. The appeal shall be filed in writing, stating the basis for appeal, and shall be accompanied by the fee set forth in Chapter 3.44. Upon the filing of the appeal, the City Clerk shall set the matter for public hearing on a date within 30 days after the date of the filing of the appeal and shall give notice of the public hearing in the same manner as was given for the original hearing. The Council shall render its decision on the appeal within 10 days of the closing of the hearing.

B. The Planning Director is authorized to directly approve, conditionally approve or disapprove tentative Schedule "F," "G," "H" and "I" maps. If the land divider or any interested party believes they may be adversely affected by the decision of the Planning Director, the matter may be appealed to the Planning Commission. The appeal shall be

filed with the Planning Department within 10 days after the decision of the Planning Director. The appeal shall be filed in writing, stating the basis for the appeal and accompanied by the fee set forth in Chapter 3.44. All appeals shall be heard within 30 days after the filing of the appeal. Notice of the public hearing shall be given in the same manner as specified for a tract map. The Planning Commission shall render its decision on the appeal within ten days of the closing of the hearing. The land divider or any interested party may appeal the decision of the Planning Commission to the City Council. Any such appeal shall be filed with the City Clerk within ten days after the decision of the Planning Commission. The appeal shall be filed in writing, stating the basis for appeal, and shall be accompanied by the fee set forth in Chapter 3.44. Upon the filing of the appeal, the City Clerk shall set the matter for public hearing on a date within 30 days after the date of the filing of the appeal and shall give notice of the public hearing in the same manner as was given for the hearing before the Planning Commission. Upon conclusion of the hearing, the Council shall render its decision on the appeal within ten days."

SECTION 3. Amendment of Section 16.12.220.

Paragraph D of Section 16.12.220 is amended to read as follows:

"D. The decision of the Planning Commission shall be final, unless the decision is appealed to the City Council or the City Council calls the decision for review. An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code."

SECTION 4. Amendment of Section 16.12.240.

Section 16.12.240 is amended to read as follows:

"A. Tentative Tract Maps. An approved or conditionally approved tentative tract map shall expire 36 months after such approval unless within that period of time a final map shall have been approved and filed with the County Recorder. Prior to the expiration date, the land divider may apply in writing for an extension of time. Each application shall be made to the Planning Director 30 days prior to the expiration date of the tentative map and shall be accompanied by the fee set forth in Chapter 3.44. The Planning Director shall forward to the Planning Commission a recommendation for approval or denial of the application. The Planning Commission may extend the date on which the map expires for one year and, on further application before expiration thereof, may further extend it for a second year and on further application before expiration thereof, may further extend it for a third year, and on further application before expiration thereof, may further extend it for a fourth year, and on further application before expiration thereof, may further extend it for a fifth year. The decision of the Planning Commission shall be forwarded to the City Clerk. The decision of the Planning Commission shall be final unless the decision is appealed to the Council or the City Council calls the decision for review. An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code.

B. Tentative Parcel Maps. An approved or conditionally approved tentative parcel map shall expire 36 months after such approval unless within that period of time a final map shall have been approved and filed with the County Recorder. Prior to the expiration date, the land divider may apply in writing for an extension of time. Each application shall be made to the Planning Director 30 days prior to expiration date of the tentative map and shall be accompanied by the fee set forth in Chapter 3.44.

1. For Schedule "F," "G," "H" and "I" maps, the Planning Director is the advisory agent and may extend the date on which the map expires for one year and, on further application thereof, may further extend it for a second year, and on further application thereof may extend it for a third year, and on further application before expiration thereof, may further extend it for a fourth year, and on further application before expiration thereof, may further extend it for a fifth year. The Planning Director shall report its action directly to the land divider and the City Council. If the Planning Director denies the request for an extension, the applicant may appeal that decision to the Planning Commission which has jurisdiction on the land division within ten days following the date of the Planning Director's decision by filing an appeal with the Planning Department accompanied by the fee set forth in Chapter 3.44.

2. For Schedule "E" maps, the Planning Director shall forward to the Planning Commission a recommendation of approval or denial of the application. The Planning Commission may extend the date on which the map expires for one year and, on further application thereof, may further extend it for a second year, and on further application thereof may further extend it for a third year, and on further application before expiration thereof, may further extend it for a fourth year, and on further application before expiration thereof, may further extend it for a fifth year. The decision of the Planning Commission shall be forwarded to the City Clerk. The decision of the Planning Commission shall be final unless the decision is appealed to the Council or the City Council calls the decision for review. An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code.

C. An extension of time shall not be granted unless the land division conforms to the Comprehensive General Plan, is consistent with existing zoning, and does not adversely affect the general health, safety and welfare of the public.

D. Vesting Tentative Maps. A vesting tentative map shall be subject to the same expiration and extension of time provisions as a tentative map; provided, however, that on recordation of a final map, the rights conferred on a vesting tentative map shall last for one year. Whenever several final maps are recorded on various phases of a project covered by a single vesting tentative map, the one-year initial time period shall begin for each phase when the final map for that phase is recorded. The one-year initial time period shall be automatically extended by any time used for processing a complete application for a grading permit if the time used to process the application exceeds 30 days from the date that a complete application is filed. Prior to the expiration of the initial time period, the subdivider may apply in writing to the Planning Commission for a one-year extension, accompanied by the fee set forth in

Chapter 3.44. If the extension is denied, an appeal may be filed with the City Council or the City Council may call the decision for review. An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code. When the subdivider submits a complete application for a building permit during the period of time specified in this section, the vested rights shall continue until the building permit, or any extension thereto, expires.

E. If the subdivider is required to expend $125,000.00 or more to construct, improve or finance the construction or improvement of public improvements outside the property boundaries of the land division, excluding improvements of public rights-of-way which abut the boundary of the property to be subdivided and which are reasonably related to the development of that property, each filing of a final map authorized by Section 16.12.230(A)(1) shall extend the expiration of the approved or conditionally approved land division map by 36 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the land division more than ten years from its approval or conditional approval. The number of phased final maps which may be filed shall be determined by the Planning Commission at either the time of the approval or conditional approval of the land division or pursuant to Section 16.12.230(A)(1).

The amount of $125,000.00 shall be increased by the Registrar of Contractors according to the adjustment for inflation set forth in the statewide cost index for Class B construction, as determined by the State Allocation Board at its January meeting. The adjustment by the Registrar of Contractors shall be effective on the first day of the month occurring more than 30 calendar days after the Registrar of Contractors made that adjustment. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

F. Extensions of Time for Maps Affected by Moratoriums and Lawsuits. The period of time specified in subsections A and B of this section shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence; provided however, that the length of the moratorium does not exceed five years. Once a moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the map shall be valid for 120 days following the termination of the moratorium. A development moratorium shall include a water/sewer moratorium as well as other actions of public agencies which regulate land use, development, or the provisions of services to the land, other than the City which thereafter prevents, prohibits or delays the approval of a final or a parcel map.

G. The period of time specified in subsections A and B of this section shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction if the stay of the time period is approved by the Planning Commission pursuant to this section. After service of the initial petition or complaint in the lawsuit

upon the City, the subdivider may apply to the Planning Department for a stay pursuant to this section.

Applications for a stay shall be made to the Planning Director on the forms provided by the Planning Department and shall be accompanied by the filing fee set forth in Chapter 3.44 and shall include such information and documents as may be required by the Planning Director. The Planning Director shall forward to the Planning Commission a recommendation for approval or denial of the request for a stay. The Planning Commission shall act on the requested stay within 40 days after the application is received by the Planning Director. The decision of the Planning Commission shall be forwarded to the City Clerk. The decision of the Planning Commission shall be final unless the decision is appealed to the City Council or the City Council calls the decision for review. An appeal shall be filed and heard as described in Section 16.12.160. A call for review shall be conducted as provided in Section 2.04.050 of this Code."

SECTION 5. Addition of Section 2.04.050.

A new Section 2.04.050 is added to the Wildomar Municipal Code to read as follows:

"**Sec. 2.04.050 Request for Review**

A. The City Council shall review a Planning Commission or Planning Director decision regarding subdivision (Title 16) or zoning (Title 17) matters brought before the Planning Commission for hearing or to the Planning Director for a Planning Director hearing if two or more Council members independently file a Council review form with the City Clerk within ten (10) days after the decision of the Planning Commission or Planning Director. The review form shall be prescribed by the City Clerk and shall not require the Council member to state a reason for the request for review. For all requests for review, it shall be presumed that the reason for the request is that the decision may have significant and material effects on the quality of life within the City or that the subject matter of the decision may have City-wide importance warranting review and determination by City's elected officials. Bias shall not be presumed or inferred due to a request for review.

B. The City Clerk shall schedule the review hearing for commencement within sixty (60) days of the receipt of a request for review. There shall be no fee for filing a request for review. The review shall otherwise follow the procedures that would be applicable if an appeal of the decision were filed by an interested person, including but not limited to any public notice requirements. If there is no specific appeal procedure, then the review shall follow the procedures in Section 17.192.070(C).

C. The Council review hearing shall be conducted as a hearing de novo.

D. The effectiveness of a Planning Commission or Planning Director decision subject to Council review shall be stayed pending completion of the Council review proceedings."

SECTION 6. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. Effective Date. This ordinance shall take effect 30 days after its passage by the City Council.

SECTION 8. Publication. The City Clerk shall cause this ordinance to be published or posted in accordance with Government Code section 36933.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2016.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
MARCH 9, 2016

CALL TO ORDER

The regular session of March 9, 2016, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Moore at 8:18 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

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

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

PUBLIC COMMENTS

There were no speakers.

BOARD COMMUNICATIONS

There was nothing to report.

APPROVAL OF THE AGENDA AS PRESENTED

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

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore
NAY: None
ABSTAIN: None
ABSENT: None

4.0 CONSENT CALENDAR

A MOTION was made by Trustee Benoit, seconded by Vice Chair Walker, to approve the Consent Calendar as presented, with the exception of item #4.3.

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore
NAY: None
ABSTAIN: None
ABSENT: None

4.1 Warrant Register

Approved the following:

1. Warrant Register dated 02-04-16, in the amount of $42.72;
2. Warrant Register dated 02-11-2016, in the amount of $4,179.59;
3. Warrant Register dated 02-18-2016, in the amount of $741.50; &
4. Warrant Register dated 02-25-2016, in the amount of $53.69.

4.2 Treasurer's Report

Approved the Treasurer's Report for January, 2016.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4.3 Resolution Designating the Chair and Vice Chair of the District

Clerk Lee stated that when the packet was put together the Resolution was inadvertently left out. A copy has been given to each Trustee and copies are on the table in the back of the Chambers. This will need a separate action.

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

RESOLUTION NO. WCD2016 – 01

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT, DESIGNATING THAT THE MAYOR AND MAYOR PRO TEM OF THE WILDOMAR CITY COUNCIL SHALL AUTOMATICALLY SERVE AS THE CHAIR AND VICE CHAIR OF THE WILDOMAR CEMETERY DISTRICT

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

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore
NAY: None
ABSTAIN: None
ABSENT: None

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

There was no report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business, Chair Moore declared the meeting adjourned at 8:20 p.m.

Submitted by:	Approved by:
_____	_____
Debbie A. Lee, CMC Clerk of the Board	Bridgette Moore Chair

ITEM #4.2

WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
APRIL 13, 2016

CALL TO ORDER

The regular session of April 13, 2016, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Moore at 7:38 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Trustees Benoit, Swanson, Vice Chair Walker, and Chair Moore. Members absent: Cashman.

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

PUBLIC COMMENTS

There were no speakers.

BOARD COMMUNICATIONS

There was nothing to report.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Vice Chair Walker, seconded by Trustee Swanson, to approve the agenda as presented.

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

YEA: Benoit, Swanson, Vice Chair Walker, Chair Moore
NAY: None
ABSTAIN: None
ABSENT: Cashman

4.0 CONSENT CALENDAR

A MOTION was made by Vice Chair Walker, seconded by Trustee Swanson, to approve the Consent Calendar as presented.

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

YEA: Benoit, Swanson, Vice Chair Walker, Chair Moore
NAY: None
ABSTAIN: None
ABSENT: Cashman

4.1 Minutes – February 10, 2016 Regular Meeting
Approved the Minutes as submitted.

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

4.3 Treasurer's Report
Approved the Treasurer's Report for February, 2016.

4.4 Memorial Day Service Event 2016
Allowed Faith Baptist Church to conduct their Memorial Day Service at the Wildomar Cemetery.

5.0 PUBLIC HEARINGS
There are no items scheduled.

6.0 GENERAL BUSINESS
There were no items scheduled.

GENERAL MANAGER REPORT

There was no report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business, Chair Moore declared the meeting adjourned at 7:39 p.m.

Submitted by:	Approved by:
_____	_____
Debbie A. Lee, CMC Clerk of the Board	Bridgette Moore Chair

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: August 10, 2016

TO: Chairman and Board of Trustees

FROM: James Riley, Finance Director

PREPARED BY: Terry Rhodes, Accounting Manager

SUBJECT: Warrant Register

STAFF REPORT

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

1. Warrant Register dated 07-07-2016, in the amount of $1,883.26;
2. Warrant Register dated 07-07-2016, in the amount of $1,034.14;
3. Warrant Register dated 07-14-2016, in the amount of $1,302.22;
4. Warrant Register dated 07-14-2016, in the amount of $295.16;
5. Warrant Register dated 07-21-2016, in the amount of $154.29;
6. Warrant Register dated 07-21-2016, in the amount of $1,543.10;&
7. Warrant Register dated 07-28/2016, in the amount of $1,456.98

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

FISCAL IMPACT:
These Warrant Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2016-17 Budget.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:
Voucher List 07/07/2016(2)
Voucher List 07/14/2016(2)
Voucher List 07/21/2016(2)
Voucher List 07/28/2016

Voucher List

07/06/2016 8:18:38AM

City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206373	7/7/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	8088811		5/17/16-6/17/16 CEMETERY WATER	1,835.16
					Total :	**1,835.16**
206374	7/7/2016	000941 FRONTIER	61916A		6/18/16-7/18/16 CEMETERY VOICE/INTERNET	48.10
					Total :	**48.10**

2 Vouchers for bank code : wf **Bank total : 1,883.26**

2 Vouchers in this report **Total vouchers : 1,883.26**

Voucher List

07/06/2016 8:41:32AM

City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206375	7/7/2016	000700 CPRS	51916		MEMBERSHIP RENEWAL 9/1/16	170.00
					Total :	**170.00**
206376	7/7/2016	000941 FRONTIER	61916B		6/18/16-7/18/16 CEMETERY VOICE/INTERNET	72.14
					Total :	**72.14**
206377	7/7/2016	000434 PONTEM SOFTWARE BY RIA	2614		7/2/16-7/02/17 CEMETERY MANAGEMENT SOFTW	792.00
					Total :	**792.00**

3 Vouchers for bank code : wf **Bank total : 1,034.14**

3 Vouchers in this report **Total vouchers : 1,034.14**

Voucher List

07/14/2016 9:19:52AM

City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206406	7/14/2016	000367 CINTAS CORPORATION	55265199		STAFF UNIFORM MAINTENANCE	49.56
					Total :	**49.56**
206407	7/14/2016	000631 LABOR READY	21095045		CEMETERY LABOR 6/18/16-6/24/16	353.40
			21097636		CEMETERY LABOR 6/11/16-6/17/16	251.10
			21122724		CEMETERY LABOR 6/25/16-6/30/16	502.20
					Total :	**1,106.70**
206408	7/14/2016	000094 STAUFFERS LAWN EQUIPMENT	82162		CEMETERY DEPARTMENTAL SUPPLIES	145.96
					Total :	**145.96**

3 Vouchers for bank code : wf **Bank total : 1,302.22**

3 Vouchers in this report **Total vouchers : 1,302.22**

Voucher List

07/14/2016 9:45:21AM

City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206409	7/14/2016	000367 CINTAS CORPORATION	55275875		STAFF UNIFORM MAINTENANCE	49.56
			55278498		STAFF UNIFORM MAINTENANCE	49.56
					Total :	**99.12**
206410	7/14/2016	000631 LABOR READY	21122726		CEMETERY LABOR 7/1/16	139.50
					Total :	**139.50**
206411	7/14/2016	000215 THE PRESS-ENTERPRISE	70116		NEWSPAPER SUBSCRIPTION 13 WEEKS - ENDS 1	56.54
					Total :	**56.54**

3 Vouchers for bank code : wf **Bank total : 295.16**

3 Vouchers in this report **Total vouchers : 295.16**

Voucher List

07/21/2016 12:02:55PM

City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206470	7/21/2016	000980 ALPINE PREMIUM WATER, C/O WHITNEY'S	60416		CEMETERY DRINKING WATER	18.50
			62916		CEMETERY DRINKING WATER	6.25
					Total :	**24.75**
206471	7/21/2016	000011 CR&R INC.	287955		JUNE 2016 WASTE SERVICES - 3 YD COMMERCI	129.54
					Total :	**129.54**

2 Vouchers for bank code : wf **Bank total : 154.29**

2 Vouchers in this report **Total vouchers : 154.29**

Voucher List

07/21/2016 12:16:19PM

City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206472	7/21/2016	000980 ALPINE PREMIUM WATER, C/O WHITNEY'S	71216		CEMETERY DRINKING WATER	18.50
					Total :	**18.50**
206473	7/21/2016	000028 CALPERS	14790231		UNFUNDED ACCRUED LIABILITY AS OF JUNE 30	1,257.60
					Total :	**1,257.60**
206474	7/21/2016	000367 CINTAS CORPORATION	55281213		STAFF UNIFORM MAINTENANCE	49.56
					Total :	**49.56**
206475	7/21/2016	000011 CR&R INC.	288640		JULY 2016 WASTE SERVICES - 3 YD COMMERCI	129.54
					Total :	**129.54**
206476	7/21/2016	000186 RIGHTWAY	139720		CEMETERY RESTROOM MAINT/SVC 7/08/16-8/04	87.90
					Total :	**87.90**

5 Vouchers for bank code : wf **Bank total : 1,543.10**

5 Vouchers in this report **Total vouchers : 1,543.10**

Voucher List

07/28/2016 7:52:58AM

City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206477	7/28/2016	000028 CALPERS	2074B		AUGUST 2016 CEMETERY RETIREE PREMIUM	367.52
					Total :	**367.52**
206478	7/28/2016	000367 CINTAS CORPORATION	55283884		STAFF UNIFORM MAINTENANCE	49.56
					Total :	**49.56**
206479	7/28/2016	000941 FRONTIER	71916		7/18/16-8/18/16 CEMETERY VOICE/INTERNET	121.03
					Total :	**121.03**
206480	7/28/2016	000631 LABOR READY	21170703		7/9/16-7/15/16 CEMETERY LABOR	688.20
					Total :	**688.20**
206481	7/28/2016	000510 OCHOA'S BACKFLOW SYSTEMS	10009		CEMETERY BACKFLOW TEST/REPAIR	179.40
					Total :	**179.40**
206482	7/28/2016	000094 STAUFFERS LAWN EQUIPMENT	84362		CEMETERY DEPARTMENTAL SUPPLIES	51.27
					Total :	**51.27**

6 Vouchers for bank code : wf **Bank total : 1,456.98**

6 Vouchers in this report **Total vouchers : 1,456.98**

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.4
CONSENT CALENDAR
Meeting Date: August 10, 2016

TO: Mayor and City Council Members

FROM: James R. Riley, CPA, Finance Director

PREPARED BY: Terry Rhodes, Accounting Manager

SUBJECT: Treasurer's Report

STAFF REPORT

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

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

FISCAL IMPACT:
None at this time.

Submitted by:
James R. Riley, CPA
Finance Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:
Treasurer's Report

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
June 2016

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	$ 128,893.05	$ 128,893.05	$ 128,893.05	100.00%	0	0.000%
TOTAL	$ 128,893.05	$ 128,893.05	$ 128,893.05	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	$ 127,778.81	$ 1,114.24	$ 0.00	$ 128,893.05	0.000%
TOTAL	$ 127,778.81	$ 1,114.24	$ 0.00	$ 128,893.05	

TOTAL INVESTMENT $ 128,893.05

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

James Riley 8/2/2016

James R. Riley, CPA **Date**
Finance Direcor